NHPUC No. 1 - ELECTRICITY DELIVERY

Unitil Energy Systems, Inc.

TARIFF FOR

ELECTRIC DELIVERY SERVICE

IN THE STATE OF NEW HAMPSHIRE

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(Authorized by NHPUC Order 24,072 in Case No. DE 01-247, dated October 25, 2002)

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Issued by: Mark H. Collin
Treasurer

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SUMMARY OF DELIVERY RATES(1) (Includes Electricity Consumption Tax)
(To Be Applied for the Period from December 1, 2002 to April 30, 2003.)

The effective rates listed below include an Electricity Consumption Tax, assessed in accordance with NH Statute RSA Chapter 83-E. This tax, collected on behalf of the State of NH by each electric utility, is based on kWh consumed.
Each bill rendered for electric service shall be calculated through the application of the effective rates as listed below.

Class		Distribution Charge	Interim Fuel & Purchased Power Charge	System Benefits Charge(2)	Restructuring Surcharge(3)	Total Delivery Charges	Electricity Consumption Tax	Effective Rates (Incl. Electricity Consumption Ta
D	Customer Charge	$7.00				$7.00		$7.0
	First 250 kWh	$0.01309	$0.06929	$0.00300	$0.00100	$0.08638	$0.00055	$0.0869
	Excess 250 kWh	$0.02242	$0.06929	$0.00300	$0.00100	$0.09571	$0.00055	$0.0962
D - Controlled Off-Peak Water Heating	Customer Charge	$3.00				$3.00		$3.0
	Off Peak kWh	$0.00659	$0.06929	$0.00300	$0.00100	$0.07988	$0.00055	$0.0804
G2	Customer Charge	$9.00				$9.00		$9.0
	All kW	$6.13	$2.37			$8.50		$8.5
	All kWh	$0.00076	$0.06171	$0.00300	$0.00100	$0.06647	$0.00055	$0.0670
G2 - kWh meter	Customer Charge	$6.90				$6.90		$6.9
	All kWh	$0.03374	$0.07078	$0.00300	$0.00100	$0.10852	$0.00055	$0.1090
G2 - Quick Recovery Water Heat and/or Space Heat	Customer Charge	$3.00				$3.00		$3.0
	All kWh	$0.01816	$0.07078	$0.00300	$0.00100	$0.09294	$0.00055	$0.0934
G2 - Controlled Off-Peak Water Heating	Customer Charge	$3.00				$3.00		$3.0
	Off Peak kWh	$0.00654	$0.07078	$0.00300	$0.00100	$0.08132	$0.00055	$0.0818
G1	Customer Charge	$182.85				$182.85		$182.8
	All kVA	$4.65	$3.49			$8.14		$8.1
	All kWh	$0.00076	$0.05754	$0.00300	$0.00100	$0.06230	$0.00055	$0.0628
ALL GENERAL	Transformer Ownership Credit (kW/kVa)					($0.36)		($0.3
	Voltage Discount at 4,160 Volts or Over (all kW/kVA and kWh)					2.00%		2.00
	Voltage Discount at 34,500 Volts or Over (all kW/kVA and kWh)					3.50%		3.50

(1) Includes Interim Fuel and Purchased Power Charges.
(2) Includes low-income portion of $0.00120 per kWh and energy efficiency portion of $0.00180 per kWh.
(3) Temporary surcharge expected to expire on or about December 1, 2004.

SUMMARY OF DELIVERY RATES(1) (Includes Electricity Consumption Tax) (continued)
(To Be Applied for the Period from December 1, 2002 to April 30, 2003.)

Class		Distribution Charge	Interim Fuel & Purchased Power Charge	System Benefits Charge(2)	Restructuring Surcharge(3)	Total Delivery Charges	Electricity Consumption Tax	Effective Rates (Incl. Electricity Consumption Tax)
OL								
	All kWh	$0.00000	$0.06223	$0.00300	$0.00100	$0.06623	$0.00055	$0.06678

Luminaire Charges

Lamp Size Nominal Watts	Lumens (Approx.)	Monthly kWh	Description	*Price Per Luminaire* Per Mo.	Per Year
100	3,500	40	Mercury Vapor Street	$7.00	$84.00
175	7,000	67	Mercury Vapor Street	$8.48	$101.76
250	11,000	95	Mercury Vapor Street	$9.72	$116.64
400	20,000	154	Mercury Vapor Street	$11.76	$141.12
1,000	60,000	388	Mercury Vapor Street	$24.25	$291.00
250	11,000	95	Mercury Vapor Flood	$10.43	$125.16
400	20,000	154	Mercury Vapor Flood	$12.65	$151.80
1,000	60,000	388	Mercury Vapor Flood	$21.56	$258.72
100	3,500	40	Mercury Vapor Power Bracket	$7.07	$84.84
175	7,000	67	Mercury Vapor Power Bracket	$7.95	$95.40
50	4,000	21	Sodium Vapor Street	$7.14	$85.68
100	9,500	43	Sodium Vapor Street	$8.15	$97.80
150	16,000	60	Sodium Vapor Street	$8.19	$98.28
250	30,000	101	Sodium Vapor Street	$10.50	$126.00
400	50,000	161	Sodium Vapor Street	$13.47	$161.64
1,000	140,000	398	Sodium Vapor Street	$23.94	$287.28
150	16,000	60	Sodium Vapor Flood	$9.60	$115.20
250	30,000	101	Sodium Vapor Flood	$11.46	$137.52
400	50,000	161	Sodium Vapor Flood	$13.15	$157.80
1,000	140,000	398	Sodium Vapor Flood	$24.15	$289.80
50	4,000	21	Sodium Vapor Power Bracket	$6.56	$78.72
100	9,500	43	Sodium Vapor Power Bracket	$7.45	$89.40

(1) Includes Interim Fuel and Purchased Power Charges.
(2) Includes low-income portion of $0.00120 per kWh and energy efficiency portion of $0.00180 per kWh.
(3) Temporary surcharge expected to expire on or about December 1, 2004.

SUMMARY OF LOW-INCOME ELECTRIC ASSISTANCE PROGRAM DISCOUNTS

(To Be Applied for the Period from December 1, 2002 to April 30, 2003.)

Low-Income Electric Assistance Program (LI-EAP) Discounts for Eligible Customers with Electric Baseload Service

Rate	Discount	Blocks	LI-EAP Discount(1)	Rate	Discount	Blocks	LI-EAP Discount(1)
D	15%	Customer Charge	($1.05)	D - Controlled Off-Peak Water Heating	15%	Customer Charge	($0.45)
		First 250 kWh	($0.01296)			Off Peak kWh	($0.01198)
		Excess 250 kWh	($0.01436)				
D	40%	Customer Charge	($2.80)	D - Controlled Off-Peak Water Heating	40%	Customer Charge	($1.20)
		First 250 kWh	($0.03455)			Off Peak kWh	($0.03195)
		Excess 250 kWh	($0.03828)				
D	60%	Customer Charge	($4.20)	D - Controlled Off-Peak Water Heating	60%	Customer Charge	($1.80)
		First 250 kWh	($0.05183)			Off Peak kWh	($0.04793)
		Excess 250 kWh	($0.05743)				
D	85%	Customer Charge	($5.95)	D - Controlled Off-Peak Water Heating	85%	Customer Charge	($2.55)
		First 250 kWh	($0.07342)			Off Peak kWh	($0.06790)
		Excess 250 kWh	($0.08135)				

Low-Income Electric Assistance Program (LI-EAP) Discounts for Eligible Customers with Electric Space Heating Service

Rate	Discount	Blocks	LI-EAP Discount(1)	Rate	Discount	Blocks	LI-EAP Discount(1)
D	25%	Customer Charge	($1.75)	D - Controlled Off-Peak Water Heating	25%	Customer Charge	($0.75)
		First 250 kWh	($0.02160)			Off Peak kWh	($0.01997)
		Excess 250 kWh	($0.02393)				
D	45%	Customer Charge	($3.15)	D - Controlled Off-Peak Water Heating	45%	Customer Charge	($1.35)
		First 250 kWh	($0.03887)			Off Peak kWh	($0.03595)
		Excess 250 kWh	($0.04307)				
D	70%	Customer Charge	($4.90)	D - Controlled Off-Peak Water Heating	70%	Customer Charge	($2.10)
		First 250 kWh	($0.06047)			Off Peak kWh	($0.05592)
		Excess 250 kWh	($0.06700)				
D	90%	Customer Charge	($6.30)	D - Controlled Off-Peak Water Heating	90%	Customer Charge	($2.70)
		First 250 kWh	($0.07774)			Off Peak kWh	($0.07189)
		Excess 250 kWh	($0.08614)				

(1) Total utility charges from Page 4 (excluding the Electricity Consumption Tax) multiplied by the appropriate discount.

SUMMARY OF DELIVERY AND TRANSITION SERVICE RATES (Includes Electricity Consumption Tax)

The effective rates listed below include an Electricity Consumption Tax, assessed in accordance with NH Statute RSA Chapter 83-E. This tax, collected on behalf of the State of NH by each electric utility, is based on kWh consumed. Each bill rendered for electric service shall be calculated through the application of the effective rates as listed below.

Class		Distribution Charge*	External Delivery Charge**	Stranded Cost Charge** (1)	System Benefits Charge (2)	Restructuring Surcharge (3)	Total Delivery Charges	Transition Service Charge** (4)	Electricity Consumption Tax	Effective Ra (Incl. Electric Consumption T
D	Customer Charge	$7.00					$7.00			$7.00
	First 250 kWh	$0.01393	$0.00414	$0.01603	$0.00300	$0.00100	$0.03810	$0.05553	$0.00055	$0.09418
	Excess 250 kWh	$0.02326	$0.00414	$0.01603	$0.00300	$0.00100	$0.04743	$0.05553	$0.00055	$0.10351
D - Controlled Off-Peak Water Heating	Customer Charge	$3.00					$3.00			$3.00
	Off Peak kWh	$0.00743	$0.00414	$0.01603	$0.00300	$0.00100	$0.03160	$0.05553	$0.00055	$0.08768
G2	Customer Charge	$9.00					$9.00			$9.00
	All kW	$6.13		$2.37			$8.50			$8.50
	All kWh	$0.00160	$0.00414	$0.00688	$0.00300	$0.00100	$0.01662	$0.05553	$0.00055	$0.07270
G2 - kWh meter	Customer Charge	$6.90					$6.90			$6.90
	All kWh	$0.03458	$0.00414	$0.01603	$0.00300	$0.00100	$0.05875	$0.05553	$0.00055	$0.11483
G2 - Quick Recovery Water Heat and/or Space Heat	Customer Charge	$3.00					$3.00			$3.00
	All kWh	$0.01900	$0.00414	$0.01603	$0.00300	$0.00100	$0.04317	$0.05553	$0.00055	$0.09925
G2 - Controlled Off-Peak Water Heating	Customer Charge	$3.00					$3.00			$3.00
	Off Peak kWh	$0.00738	$0.00414	$0.01603	$0.00300	$0.00100	$0.03155	$0.05553	$0.00055	$0.08763
G1	Customer Charge	$182.85					$182.85			$182.85
	All kVA	$4.65		$3.49			$8.14			$8.14
	All kWh	$0.00160	$0.00414	$0.00627	$0.00300	$0.00100	$0.01601	$0.05509	$0.00055	$0.07165
ALL GENERAL	Transformer Ownership Credit (kW/kVa)							($0.36)		($0.36)
	Voltage Discount at 4,160 Volts or Over (all kW/kVA and kWh)							2.00%		2.00%
	Voltage Discount at 34,500 Volts or Over (all kW/kVA and kWh)							3.50%		3.50%

(1) Includes prior period fuel and purchased power under-recovery of $0.00387/kWh for the period July 1, 2003-April 30, 2005.
(2) Includes low-income portion of $0.00120 per kWh and energy efficiency portion of $0.00180 per kWh.
(3) Temporary Surcharge expected to expire on or about February 1, 2005.
(4) Default Service Customers will be charged in accordance with the Company's Tariff: Default Service, Schedule DS, Page 80.

** Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038, dated May 3, 2004*
*** Authorized by NHPUC Order No. 24,320 in Case No. DE 04-041, dated May 3, 2004*

SUMMARY OF DELIVERY AND TRANSITION SERVICE RATES (Includes Electricity Consumption Tax) (continued)

Class		Distribution Charge*	External Delivery Charge**	Stranded Cost Charge** (1)	System Benefits Charge (2)	Restructuring Surcharge (3)	Total Delivery Charges	Transition Service Charge** (4)	Electricity Consumption Tax	Effective Rat (Incl. Electric Consumption T
OL										
	All kWh	$0.00084	$0.00414	$0.01603	$0.00300	$0.00100	$0.02501	$0.05553	$0.00055	$0.08109

Luminaire Charges

Lamp Size Nominal Watts	Lamp Size Lumens (Approx.)	Monthly kWh	Description	Price Per Luminaire Per Mo.	Price Per Luminaire Per Year
100	3,500	40	Mercury Vapor Street	$7.00	$84.00
175	7,000	67	Mercury Vapor Street	$8.48	$101.76
250	11,000	95	Mercury Vapor Street	$9.72	$116.64
400	20,000	154	Mercury Vapor Street	$11.76	$141.12
1,000	60,000	388	Mercury Vapor Street	$24.25	$291.00
250	11,000	95	Mercury Vapor Flood	$10.43	$125.16
400	20,000	154	Mercury Vapor Flood	$12.65	$151.80
1,000	60,000	388	Mercury Vapor Flood	$21.56	$258.72
100	3,500	40	Mercury Vapor Power Bracket	$7.07	$84.84
175	7,000	67	Mercury Vapor Power Bracket	$7.95	$95.40
50	4,000	21	Sodium Vapor Street	$7.14	$85.68
100	9,500	43	Sodium Vapor Street	$8.15	$97.80
150	16,000	60	Sodium Vapor Street	$8.19	$98.28
250	30,000	101	Sodium Vapor Street	$10.50	$126.00
400	50,000	161	Sodium Vapor Street	$13.47	$161.64
1,000	140,000	398	Sodium Vapor Street	$23.94	$287.28
150	16,000	60	Sodium Vapor Flood	$9.60	$115.20
250	30,000	101	Sodium Vapor Flood	$11.46	$137.52
400	50,000	161	Sodium Vapor Flood	$13.15	$157.80
1,000	140,000	398	Sodium Vapor Flood	$24.15	$289.80
50	4,000	21	Sodium Vapor Power Bracket	$6.56	$78.72
100	9,500	43	Sodium Vapor Power Bracket	$7.45	$89.40

(1) Includes prior period fuel and purchased power under-recovery of $0.00387/kWh for the period July 1, 2003-April 30, 2005.
(2) Includes low-income portion of $0.00120 per kWh and energy efficiency portion of $0.00180 per kWh.
(3) Temporary Surcharge expected to expire on or about February 1, 2005.
(4) Default Service Customers will be charged in accordance with the Company's Tariff: Default Service, Schedule DS, Page 80.

** Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038, dated May 3, 2004*
*** Authorized by NHPUC Order No. 24,320 in Case No. DE 04-041, dated May 3, 2004*

SUMMARY OF LOW-INCOME ELECTRIC ASSISTANCE PROGRAM DISCOUNTS

Low-Income Electric Assistance Program (LI-EAP) Discounts for Eligible Customers with Electric Baseload Service

Rate	Discount	Blocks	LI-EAP Discount(1)	Rate	Discount	Blocks	LI-EAP Discount(1)
D	**15%**	Customer Charge	($1.05)	**D - Controlled Off-Peak Water Heating**	**15%**	Customer Charge	($0.45)
		First 250 kWh	($0.01404)			Off Peak kWh	($0.01307)
		Excess 250 kWh	($0.01544)				
D	**40%**	Customer Charge	($2.80)	**D - Controlled Off-Peak Water Heating**	**40%**	Customer Charge	($1.20)
		First 250 kWh	($0.03745)			Off Peak kWh	($0.03485)
		Excess 250 kWh	($0.04118)				
D	**60%**	Customer Charge	($4.20)	**D - Controlled Off-Peak Water Heating**	**60%**	Customer Charge	($1.80)
		First 250 kWh	($0.05618)			Off Peak kWh	($0.05228)
		Excess 250 kWh	($0.06178)				
D	**85%**	Customer Charge	($5.95)	**D - Controlled Off-Peak Water Heating**	**85%**	Customer Charge	($2.55)
		First 250 kWh	($0.07959)			Off Peak kWh	($0.07406)
		Excess 250 kWh	($0.08752)				

Low-Income Electric Assistance Program (LI-EAP) Discounts for Eligible Customers with Electric Space Heating Service

Rate	Discount	Blocks	LI-EAP Discount(1)	Rate	Discount	Blocks	LI-EAP Discount(1)
D	**25%**	Customer Charge	($1.75)	**D - Controlled Off-Peak Water Heating**	**25%**	Customer Charge	($0.75)
		First 250 kWh	($0.02341)			Off Peak kWh	($0.02178)
		Excess 250 kWh	($0.02574)				
D	**45%**	Customer Charge	($3.15)	**D - Controlled Off-Peak Water Heating**	**45%**	Customer Charge	($1.35)
		First 250 kWh	($0.04213)			Off Peak kWh	($0.03921)
		Excess 250 kWh	($0.04633)				
D	**70%**	Customer Charge	($4.90)	**D - Controlled Off-Peak Water Heating**	**70%**	Customer Charge	($2.10)
		First 250 kWh	($0.06554)			Off Peak kWh	($0.06099)
		Excess 250 kWh	($0.07207)				
D	**90%**	Customer Charge	($6.30)	**D - Controlled Off-Peak Water Heating**	**90%**	Customer Charge	($2.70)
		First 250 kWh	($0.08427)			Off Peak kWh	($0.07842)
		Excess 250 kWh	($0.09266)				

(1) Total utility charges from Page 7 (excluding the Electricity Consumption Tax) multiplied by the appropriate discount.

Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038 and Order No. 24,320 in Case No. DE 04-041, dated May 3, 2004

SERVICE AREA

The territory authorized to be served by this Company and to which this Tariff applies is limited to areas of the following municipalities:

ALLENSTOWN*	HAMPSTEAD*
ATKINSON	HAMPTON
BOSCAWEN	HAMPTON FALLS
BOW	HOPKINTON*
BRENTWOOD*	KENSINGTON
CANTERBURY*	KINGSTON
CHICHESTER*	LOUDON*
CONCORD	NEWTON
DANVILLE	NORTH HAMPTON*
DERRY*	PEMBROKE*
DUNBARTON*	PLAISTOW
EAST KINGSTON	SALISBURY*
EPSOM*	SEABROOK
EXETER	SOUTH HAMPTON
GREENLAND*	STRATHAM
	WEBSTER*

* Served in Part

The limited areas of said municipalities are shown on maps filed separately with the New Hampshire Public Utilities Commission and are incorporated in this Tariff by reference.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE

I. GENERAL

1. Provisions

The following terms and conditions shall be a part of each Rate Schedule of Unitil Energy Systems, Inc. ("Company") now or hereafter in effect except as they may be expressly modified by contract or a particular Rate Schedule, or superseded by order or regulations of the New Hampshire Public Utilities Commission ("Commission"). If there is a conflict between the orders or regulations of the Commission and these Terms and Conditions, the orders or regulations of the Commission shall govern. The headings used in these Terms and Conditions are for convenience only and shall not be construed to be part of, or otherwise to affect, these Terms and Conditions.

2. Definitions

A. "Choice Date" shall mean the date on and after which all the Company's customers are allowed to choose competing electric energy suppliers ("Competitive Supplier" or "Supplier"). The target for Choice Date is May 1, 2003.

B. "Commission" shall mean the New Hampshire Public Utilities Commission.

C. "Company" shall mean Unitil Energy Systems, Inc.

D. "Competitive Supplier" or "Supplier" shall mean any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.

E. "Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

F. "Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

G. "Default Service" shall mean the service provided to a Customer in accordance with Schedule DS, Default Service, of this Tariff.

H. "Distribution Company" shall mean an electric company organized under the laws of New Hampshire that provides Distribution Service in New Hampshire.

I. "Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.

J. "Electronic Enrollment" shall mean a request submitted electronically to the Company by a Supplier for the initiation of Generation Service to a Customer.

K. "Force Majeure" shall mean any cause beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure. It shall include, without

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

limitation, sabotage, strikes or other labor difficulties, soil conditions, riots or civil disturbance, acts of God , act of public enemy, drought, earthquake, flood, explosion, fire, lighting, landslide, sun storms or similarly cataclysmic occurrence, or appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof. Economic hardship of either Party shall not constitute a Force Majeure under this Tariff.

L. "Generation Service" shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

M. "Payment Agent" shall mean any third-party authorized by a Customer to receive and pay the bills rendered by the Company for service under this Tariff.

N. "Rate Schedule" shall mean the Rate Schedules included as part of this Tariff.

O. "Tariff" shall mean this Delivery Service Tariff and all Rate Schedules, appendices and exhibits to such Tariff.

P. "Transition Service" shall mean the service provided to a Customer in accordance with Schedule TS, Transition Service, of this Tariff.

Q. "Terms and Conditions" shall mean these Terms and Conditions for Distribution Service.

II. DISTRIBUTION SERVICES

1. Rates and Tariffs

A. Schedule of Rates

The Company furnishes its various services under tariffs and/or contracts ("Schedule of Rates") promulgated in accordance with the provisions of the applicable rules of the New Hampshire Public Utilities Commission and the laws of the State of New Hampshire. Such Schedule of Rates, which includes these Terms and Conditions for Distribution Service, is available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

B. Amendments; Conflicts

The Schedule of Rates may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided by Commission rules and regulations. When effective, all such revisions, amendments, supplements, or replacements will appropriately supersede the existing Schedule of Rates. If there is a conflict between the express terms of any Rate Schedule or contract approved by the Commission and these Terms and Conditions, the express terms of the Rate Schedule or contract shall govern.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

C. Modification by Company

No agent or employee of the Company is authorized to modify any provision or rate contained in the Schedule of Rates or to bind the Company to perform in any manner contrary thereto. Any modification to the Schedule of Rates or any promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

D. Selection of Correct Rate

The Company shall provide notice regarding its applicable rate schedules annually to all Customers. Pursuant to NHPUC 1203.02(a), upon request of a Customer, the Company will provide information as to what might be the most advantageous tariffed rate or rates available to the Customer. Upon receipt of adequate information concerning rates, selection of the rate is the responsibility of the Customer. Each Customer is responsible for accurately describing their electrical needs and equipment and updating the Company as changes occur. The Company shall have no obligation to monitor a Customer's use to determine whether another rate would be more favorable to the Customer.

The Company shall have the right to inspect a Customer's use of electricity to determine whether the Customer is entitled to be billed under the schedule then being applied to the Customer.

Each Customer is entitled to change from one applicable Distribution Service rate schedule to another upon written application to the Company. Any Customer who has changed from one Distribution Service rate to another may not change again within one (1) year or any longer period as specified in the tariff under which the Customer is receiving distribution service. A change in rate that is requested by the Customer will not produce a retroactive billing adjustment.

2. Obtaining Service from the Company

A. Applying for Service

Applicants may apply for Distribution Service or any other service offered by the Company through any agent or any duly authorized representative of the Company.

B. Method of Application

(1) The Company may require a written application for service on the appropriate Company form at least ten (10) days in advance of the commencement of service. Whether or not a written application for service, signed by the Customer, is received by the Company prior to the taking of service, the use of the Company's service by the Customer shall be deemed a contract between the Customer and the

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

Company subject to and in accordance with all applicable provisions of the Rate Schedule as in effect from time to time.

(2) The Company may accept an oral application by a prospective Customer for residential service. In the event that an oral application for service is received by the Company from an applicant not currently a Customer of Record, for a location where service is scheduled to be disconnected for non-payment or is currently disconnected for non-payment, the Company may request that application be made in writing as a precondition for service. The Company reserves the right to refuse service, at any location, to an applicant who is indebted to the Company for any service furnished to such applicant. However, the Company shall commence service if the applicant has agreed to a reasonable payment plan.

(3) The Company may accept oral application by a prospective Customer for non-residential service. When a written application for non-residential service is required, the Company may provide service temporarily for an interim period not to exceed ten (10) working days, pending the receipt of a duly executed written application for service.

(4) All applicants must be of legal age or an emancipated minor to contract for service with the Company. The Company reserves the right to verify the identity of the Customer and the accuracy of the information provided.

(5) Landlords signing up for service to rental units are required to provide a contact telephone number and non-post office box contact mail address as a condition for service.

C. Description of Service Offered

Upon receipt of an application from a prospective Customer setting forth the location of the premises to be served, the extent of the service to be required, and any other pertinent information requested by the Company, the Company will provide information required pursuant to Section 1.D, Selection of Correct Rate, and will also advise the Customer of the type and character of the service it will furnish, of the applicable schedule under which service will be provided, of the point at which service will be delivered and, if requested, of the location of the Company's metering and related equipment.

D. Customer Obligations

The Customer shall have the following obligations with respect to electric distribution service rendered:

(1) Liability for Service:

Before receiving service, the Customer shall notify the Company in order that the Company may read the meter. Otherwise, the Customer will be held financially

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

responsible for service supplied from the time of the last meter reading as shown by the Company's records. The Customer's financial responsibility for service rendered shall continue until notice is received by the Company in conformance with NHPUC 1203.10.

(2) Use of Electricity on Premises:

Service shall be used upon the premises to which it is delivered. The Customer shall not sell, assign or otherwise directly or indirectly dispose of it to others except through its inclusion in a fixed rent, or through an unmetered sharing of expense arrangement where two or more businesses jointly utilize the same premises and service is rendered through a single service connection and meter.

(3) Notice of Needed Increase in Capacity:

The Customer shall give the Company reasonable advance notice, in writing, of any proposed increase in the amount of electricity required, stating the amount, character and expected duration of time the increased amount will be required. If such increase necessitates added or enlarged facilities for the sole use of the Customer, the Company may require the Customer to make a reasonable contribution to the cost of adding or enlarging its facilities whenever the Customer fails to give assurance, satisfactory to the Company, that the increased amount shall be of sufficient duration to render the supply thereof reasonable compensation to the Company.

(4) Fluctuating Loads:

Customers contemplating the installation or use of any equipment, such as resistance type welders, certain induction motor applications, or large UPS systems which have a rapidly fluctuating load cycle, must consult with the Company in each instance to ensure that service to other Customers will not be impaired thereby.

(5) Balance of Three Phase Service:

When a Customer's equipment is of such a type, or when the magnitude of a Customer's load is such that the Company desires or is required to furnish three phase electric service, upon notification by the Company to the Customer of such decision to furnish three phase service, the Customer shall, at the Customer's expense, install or convert his entrance equipment to make such service possible and the Customer shall balance the current on each phase in a manner satisfactory to the Company.

(6) Balance of Single Phase Loads:

The Customer will be responsible for balancing the current between the two (2) voltage carrying conductors in a manner satisfactory to the Company.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

(7) Partial Power:

The Customer is responsible for protecting his equipment against loss of voltage to one or more of his service conductors.

(8) Parallel Operation:

The Customer shall at no time operate any other source of electricity supply in parallel with the service furnished by the Company except with the written consent of the Company.

(9) Safety Requirements:

The Customer's wiring and equipment shall at all times conform to the requirements of all constituted authorities having jurisdiction and to those of the Company, and the Customer shall keep the same in proper repair as a condition of continuing supply.

(10) Selection of Supplier by a Customer:

Effective on Choice Date, any Customer requesting or receiving Delivery Service under this Tariff is responsible for selecting or changing a Supplier. The Company shall process a change in or initiation of Generation Service within two business days of receiving a valid Electronic Enrollment from a Supplier. The Supplier must satisfy all the applicable requirements of this Tariff and the Commission's rules prior to the commencement of Generation Service. The date of change in, or initiation of, Generation Service shall commence upon the next meter reading date for the customer provided the Company receives and successfully processes the Electronic Enrollment at least two business days prior to the regularly scheduled meter reading cycle date for the Customer.

(11) Termination of Generation Service

To terminate Generation Service from a particular Supplier, a Customer may either have the Supplier of record send to the Company a "Supplier Drops Customer" transaction, in accordance with the Terms and Conditions for Energy Service Providers section of this Tariff, or request Generation Service from an alternative Supplier. Generation Service from the Supplier of record shall terminate on the next meter read date provided the Company has received either a valid "Supplier Drops Customer" notice from the Supplier of record or a valid Electronic Enrollment from a new Supplier at least two business days prior to the regularly scheduled meter read date.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

E. Term of Customer's Obligation to Company

Each Customer shall be liable for service taken until such time as the Customer requests termination of Distribution Service and a final meter reading is recorded by the Company. The bill rendered by the Company based on such final meter reading shall be payable upon receipt. In the event that the Customer of Record hinders the Company's access to the meter or fails to give notice of termination of Distribution Service to the Company, the Customer of Record shall continue to be liable for service provided until the Company either disconnects the meter or a new party becomes a Customer of the Company at such service location. The Customer shall be liable for all costs incurred by the Company when the Customer prevents access to the Company's equipment.

3. Security Deposits

A. Non-Residential Accounts

To protect against loss, or before rendering or restoring service under Section 6, the Company will require a deposit from all non-residential Customers in accordance with NHPUC 1203.03. The maximum amount of any security deposit required shall not exceed the estimated charge for Distribution Service for a period of two (2) high use months (the highest use month will not be used to determine the amount of the deposit) or $10.00, whichever is greater. For Customers who are receiving either Transition or Default Service, the estimated charge for a period of two (2) high use months for these services will be added to the estimated charge for Distribution Service as determined above, when calculating the amount of the security deposit required. The Company may refuse to render service to all non-residential Customers for failure to make a deposit, in accordance with NHPUC 1203.03.

B. Residential Accounts

(1) New Residential Service Pursuant to the provisions of NHPUC 1203.03(a), the Company may require a security deposit on a new residential account when:

(a) Service will be temporary, seasonal or transient, however, if the Customer has not been delinquent in his accounts for Distribution Service for a period of six (6) months, no deposit may be required.

(b) The Customer has an undisputed overdue balance, incurred within the last three (3) years, on a prior Distribution Service account which remains unpaid within thirty (30) days prior to application for a similar type of service.

(c) When any distribution company has successfully obtained a judgment against the Customer during the past two (2) years for non-payment of a delinquent account for service.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

(d) When any similar type utility has disconnected the Customer's service within the last three (3) years because the Customer interfered with, or diverted, the service of the company situated on or about the Customer's premises.

(2) Existing Residential Service: Pursuant to the provisions of NHPUC 1203.03(d), the Company may require a deposit on an existing residential account when:

(a) The Customer has received four (4) disconnect notices for non-payment within a twelve (12) month period.

(b) The service has been disconnected for non-payment or a delinquent account.

(c) The Customer interfered with or diverted the service of the Company situated on or delivered on or about the Customer's premises.

(d) The Customer has filed for bankruptcy and included the Company as a creditor under the filing and the filing has been accepted. Any such deposit requirement shall be in accordance with 11 U.S.C. §366.

(3) If the Company requires a security deposit, the Company shall inform the Customer, orally and in writing, of the option to provide a third party guarantee in lieu of a deposit pursuant to the provisions of NHPUC 1203.03.

(4) The Company shall not require a residential deposit based on the customer's income, home ownership, race, color, creed, gender, marital status, age with the exception of unemancipated minors, national origin, or disability.

(5) The Company may refuse to render service to any residential Customers for failure to make a deposit, in accordance NHPUC 1203.03.

C. Termination of Service

The Company may terminate a Customer's Distribution Service if a security deposit, authorized by Sections 3.A and 3.B, above, is not made in accordance with the provisions outlined in NHPUC 1203.03.

D. Refund of Deposit; Interest

Interest shall be paid on cash deposits from the date of deposit at the rate prescribed by the New Hampshire Public Utilities Commission. When a deposit has been held longer than twelve (12) months, interest shall be paid to the Customer or credited to the Customer's current bill not less than annually. Deposits plus accrued interest thereon, less any amount due the Company, will be refunded within sixty (60) days of termination of service or when satisfactory credit relations have been established over at least twelve (12) consecutive months for a residential Customer and twenty-four (24) consecutive months for a non-residential Customer.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

4. Service Supplied

A. Customer Delivery Point and Metering Installation

(1) Except as noted herein, the Company shall furnish and install, at locations it designates, one or more meters for the purpose of measuring the electricity delivered. The Company may at any time change any meter it installed. Except as specifically provided by a given rate, all rates in the Schedule of Rates are predicated on service to a Customer at a single Customer Delivery Point and metering installation. Where service is supplied to an account at more than one delivery point or metering installation, each single point of delivery or metering installation shall be considered to be a separate account for purposes of applying the Schedule of Rates, except (a) if a Customer is served through multiple Customer Delivery Points or metering installations for the Company's own convenience; or (b) if otherwise approved by the Commission, or (c) if the Customer applies to the Company and the use is found to comply with the availability clauses in the Schedule of Rates.

(2) Any new or renovated domestic structure with more than one (1) dwelling unit will be metered separately and each meter will be billed as an individual Customer (NHRSA 155.D and Section 505.02(e) NH Energy Code). Where a business enterprise, occupation or institution occupies more than one unit or space, each unit or space will be metered separately and considered a distinct Customer, unless the Customer furnishes, owns, and maintains the necessary distribution circuits by which to connect the units.

B. Conditions for Customer Payment

The Company reserves the right to reject any application for Distribution Service if the amount or nature of the service applied for, or the distance of the premises to be served from existing suitable transmission or distribution facilities, or the difficulty of access thereto is such that the estimated income from the service applied for is insufficient to yield a reasonable return to the Company, unless such application is accompanied by a cash payment or a guarantee of a stipulated revenue for a definite period of time, or both, at the option of the Company, satisfactory to the Company in the exercise of reasonable judgment. The Company will provide a cost estimate for the requested service based on current policies for the line and service extension, as stated in Appendix B. A written cost estimate, sufficient to justify all expenses to be charged to the Customer, shall be provided to the Customer upon request.

C. Unusual Load Characteristics

The Company may, in the exercise of reasonable judgment, refuse to supply service to loads having unusual characteristics that might adversely affect the quality of service supplied to other Customers, the public safety, or the safety of the Company's personnel.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

In lieu of such refusal, the Company may require a Customer to install any necessary operating and safety equipment in accordance with requirements and specifications of the Company provided such installation does not conflict with applicable electrical code, and Federal, State or Municipal law.

D. Temporary Use

Where Distribution Service under the Schedule of Rates is to be used for temporary purposes only, the Customer may be required to pay the cost of installation and removal of equipment required to render temporary Distribution Service. Payment of such costs of installation and removal of equipment shall be required in advance of any construction by the Company. If any such installation presents unusual difficulties as to metering the service supplied, the Company may estimate consumption for purposes of applying the Schedule of Rates. Unless otherwise approved by the Company in writing, temporary Distribution Service shall be defined as installations intended for removal within a period not to exceed twelve (12) months.

E. Power Factor

Except as may otherwise be provided in a specific rate, a Customer taking service is expected to maintain a power factor of not less than 90%. After reasonable notice to the Customer to correct a poor power factor service characteristic, the Company will base the Customer's demand used for billing purposes on 90% of the Customer's maximum measured kVA demand. The Company shall have the right to install the required metering equipment as may be necessary from time to time to properly determine the power factor of the load served.

5. Billing and Metering

A. Billing Period Defined

The basis of all charges is the billing period, defined as the time period between two consecutive regular monthly meter readings or estimates of such monthly meter readings. The standard billing period is thirty (30) days. Bills for Distribution Service will be rendered monthly.

B. Bills; Time of Payment

Unless otherwise specified, bills of the Company are payable upon receipt and may be paid at any business office of the Company or at any authorized collector or agent. Bills shall be deemed paid when valid payment is received at any of these identified payment locations. Bills shall be deemed rendered and other notices duly given when delivered personally to the Customer or three (3) days following the date of mailing to the mailing address, or to the premises supplied, or the last known address of the Customer. The telephone number of the Company's Customer Service Center or Competitive Supplier if applicable shall appear on each residential bill rendered by the Company. A statement

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

that customers should call the NHPUC's Consumers Affairs Division for further assistance after first attempting to resolve any dispute with the Company or Competitive Supplier should also be included on each residential bill. Customer payment responsibilities with Competitive Suppliers shall be governed by the particular Customer/Competitive Supplier contract.

C. Past Due Bills

Unless otherwise stated in a Rate Schedule, each bill for Distribution Service shall be due by the date included on the bill, generally twenty-five (25) days from the date postmarked on the bill. Bills paid after the due date will be subject to interest charges in accordance with NHPUC 1203.08 and Section 5.E below.

D. Failure of Payment Agent to Remit Payment

A customer who has elected to use a Payment Agent shall be treated in the same manner as other Customers in the Company's application of the applicable statues, rules and regulations of the Commission and the terms and conditions of this Tariff, notwithstanding any failure of the Payment Agent to remit payment to the Company or any failure of the Payment Agent to forward to the Customer any Company notices, bill inserts or other written correspondence. The Customer shall be solely responsible for all amounts due, including, but not limited to, any late payment charges.

E. Interest on Past Due Accounts

Unless otherwise stated in a Rate Schedule, bills for which valid payment has not been received within twenty-five (25) days from the postmark date shall be considered past due and accrue interest on any unpaid balance, including any outstanding interest charges. Such interest rate shall be determined in accordance with NHPUC 1203.08. Such interest charge shall be paid from the date thereof until the date of payment.

F. Billing for Generation Service

Effective on Choice Date, the Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Transition Service or Default Service.

The Company shall offer two billing service options to Competitive Suppliers providing Generation Service to Customers: A) Standard Bill Service; and B) Consolidated Bill Service, as set forth in the Terms and Conditions for Competitive Suppliers, Section III.6.A. and III.6.B. The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI Working Group Report.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

G. Generation Source

The Company shall reasonably accommodate a change from Transition Service, Default Service or Generation Service to a new Competitive Supplier in accordance with the rules as developed by the EDI working group.

H. Actual Meter Readings; Estimates

The Company shall make an actual meter reading at least every third billing period. If a meter is not scheduled to be read in a particular month, or if the Company is unable to read the meter when scheduled, or if the meter for any reason fails to register the correct amount of electricity supplied or the correct demand of any Customer for a period of time, the Company shall make a reasonable estimate of the consumption of electricity during those months when the meter is not read, based on available data, and such estimated bills shall be payable as rendered.

I. Optional Customer Meter Readings

Any Customer who would otherwise receive an estimated bill pursuant to Section 5.H, above, may elect to receive a bill based on a Customer meter reading by reading his/her meter on the date prescribed by the Company, and completing and returning a postcard, furnished by the Company, within the prescribed time.

J. Constant Use Installation

The Company may calculate rather than meter the kilowatt demand and kilowatt-hours used by any installation for which the demand and hours-use are definitely known.

K. Determination of Customer's Demand

Where a rate requires determination of maximum demand, it shall be determined by measurement or estimated as provided by the rate or where applicable by the provisions of the following paragraphs of this section.

(1) When measured, the demand shall be based upon the greatest rate of taking service during a fifteen (15) minute interval except that it may be based upon a shorter interval when of an instantaneous or widely fluctuating character.

(2) When the nature of the load served is of an intermittent, instantaneous or widely fluctuating character such as to render demand meter readings of doubtful value as compared to the actual capacity requirements, the demand may be determined on the basis of a time interval less than that specified, or on the basis of the minimum transformer capacity necessary to render the service, or the minimum load limiting device rating necessary to permit continuous uninterrupted service. In all such instances, the Company will document the basis of demand determination.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

L. Access to Meters

A properly identified and authorized representative of the Company shall have the right to gain access at all reasonable times and intervals for the purpose of reading, installing, examining, testing, repairing, replacing, or removing the Company's meters, meter reading devices, wires, or other electrical equipment and appliances, or of discontinuing service, in accordance with the applicable laws of the State of New Hampshire, rules and regulations of the Commission, and Company policy in effect from time to time, and the Customer shall not prevent or hinder the Company's access.

M. Diversion and Meter Tampering

If a Customer receives unmetered service as the result of any tampering with the meter or other Company equipment, the Company shall take appropriate corrective action including, but not limited to, making changes in the meter or other equipment and rebilling the Customer. The Customer may be held responsible to the Company for the receipt of Distribution Service not registered on the meter.

N. Returned Check Fee

The Company may assess a returned check fee pursuant to Section 10, below, to any Customer whose check made payable to the Company is dishonored by any bank when presented for payment by the Company. Receipt of a check or payment instrument that is subsequently dishonored shall not be considered valid payment.

O. Collection of Taxes

The Company shall collect all sales, excise, or other taxes imposed by governmental authorities with respect to the delivery of electricity. The Customer shall be responsible for identifying and requesting any exemption from the collection of the tax by filing appropriate documentation with the Company.

6. Discontinuance of Service

A. Grounds for Discontinuance

The Company may discontinue Distribution Service and/or remove its equipment from any Customer's premises if the Customer has provided the Company with materially incorrect information or fails to comply with the provisions of the Schedule of Rates or any supplementary or other agreement entered into with the Company, subject to any applicable billing and termination procedures of the Commission. The Company may also discontinue Distribution Service and remove its equipment from the Customer's premises in case of violation of any applicable state law, local ordinances or bylaws, or government regulations. The Company may assess an Account Restoration Charge pursuant to Section 10, below, upon such discontinuance of service. Payment of any Account Restoration Charge may be required as a precondition to restoration of service.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

B. Discontinuance for Unsafe Installation

The Company reserves the right to disconnect its Distribution Service at any time without notice, or to refuse to connect its service, if to its knowledge or in its judgment the Customer's installation is unsafe or defective or will become unsafe imminently. Distribution Service may not be resumed until the local wiring inspector approves the installation. The Company shall make a reasonable effort to notify each Customer prior to such discontinuance of Distribution Service, and in any event shall provide written notice to the Customer of the reason for discontinuance of service and the actions required for resumption of service.

C. Customer Notice of Termination

The Customer shall be responsible for all charges for service furnished by the Company under the applicable rates as filed from time to time with the Commission, from the time service is started until it is finally terminated. A Customer who gives at least three (3) business days notice of termination will not be held responsible for charges for service furnished after the requested termination date unless, through fault or neglect of such Customer, the Company is unable to terminate the service, or the Customer is a landlord and the Company is required to comply with the billing and termination regulations of the Commission.

7. Customer's Installation

A. Permits

The Company shall make application within a reasonable time period for any necessary location or street permits required by public authorities for the Company's lines, poles, and other apparatus. The Company shall make Distribution Service available within a reasonable time after such permits are granted. The applicant for Distribution Service shall obtain all other permits, inspections, reports, easements, and other necessary approvals and submit them in writing to the Company. The Company shall not be required to commence or continue service unless and until the Customer has complied with all valid requirements of any governmental authority and any Company requirement approved by the Commission regarding the use of electricity on the premises (i.e.; certificate, permit, license, or right-of-way). The subsequent termination of any valid regulatory or Company requirements for such Distribution Service shall terminate any contract then existing for such service without any liability on the Company for breach of such contract or failure to furnish Distribution Service.

B. Notice of Equipment Changes

The Customer shall notify the Company in writing before making any significant change in the Customer's electrical equipment if the change could affect the capacity or other characteristics of the Company' s facilities required to serve the Customer. The Customer shall be liable for any damage to the Company's facilities caused by any

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

addition or change if made without prior notification to the Company. The Company shall provide annual information to its Customers on general types of additions or changes to the Customer's electrical equipment that could affect the capacity or other characteristics of the Company's facilities.

C. Standards for Interconnection

The Customer's installation shall conform to the requirements of the Company's Standards and/or such further requirements as the Company may promulgate from time to time. Copies of such requirements are available from the Company.

D. Suitability of Equipment

All of the Customer's apparatus shall be suitable for operation with the service supplied by the Company. The Customer shall not use the service supplied for any purpose, or with any apparatus, that would cause a disturbance to any part of the Company's system sufficient to impair the service rendered by the Company to its other Customers.

E. Distribution Service from Outside Service Territory

A Customer may not receive Distribution Service from an entity other than the Company with the exclusive obligation to serve within the Company's service territory without, in each case, obtaining the prior written consent of the Company, and complying with all applicable safety and siting requirements.

F. Qualifying Small Power Producer or Cogeneration Facility

Any Customer who owns a qualifying small power production or cogeneration facility (QF) (as defined in the Public Utility Regulatory Policies Act, Section 210) or Limited Electrical Energy Producer (as defined in NHRSA 362-A) will be billed for Distribution Service upon the rate that would otherwise apply if the Customer had no generating capacity. This service will apply whether or not service is provided to the QF under an arrangement of "simultaneous purchase and sale" or "net purchases or sale" or "internal use only" as defined below.

(1) *Simultaneous purchase and sale* is an arrangement whereby a QF's entire output is considered to be sold to the utility, while power used internally by the QF is considered to be simultaneously purchased from the Company through Transition Service, Default Service or from a Competitive Supplier.

(2) *Net purchases or sale* is an arrangement whereby output of a QF is considered to be used to the extent needed for the QF's internal needs, while any additional power needed by the QF is purchased from the Company through Transition Service, Default Service or from a Competitive Supplier, or any surplus power generated by the QF is sold to the Company as surplus.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

(3) *Internal use only* is an arrangement whereby output of the QF is used entirely for internal needs. The Customer's meter is dentated, to stop the meter from going backwards in case of any inadvertent flow into the Company's System.

G. Inspection of Customer's Premises

The Company reserves the right to make an inspection of the Customer's premises before rendering service in order to see that its rules are complied with. Neither by inspection or non-rejection of service, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wiring, appliances or devices which utilize electricity and are owned, installed or maintained by the Customer or leased by the Customer from third parties.

8. Company's Installation

A. Information and Requirements for Distribution Service

Upon request, the Company shall furnish to any person detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Information and Requirements Booklet, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location of entrance facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

B. Interference with Company Property

All meters, services, and other electric equipment owned by the Company, regardless of location, shall be and will remain the property of the Company; and no one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain such property. The Customer shall not interfere with or alter the meter, seals or other property used in connection with the rendering of service or permit the same to be done by any person other than the authorized agents or employees of the Company. The Customer shall be responsible for all damage to or loss of such property unless occasioned by circumstances beyond the Customer's control. Such property shall be installed at points most convenient for the Company's access and service and in conformance with public regulations in force from time to time. The costs of relocating such property shall be borne by the Customer when done at the Customer's request, for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer.

C. Protection of Company's Equipment

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, barriers, and foundations for the protection of the equipment to be installed upon the Customer's premises, whether such equipment is furnished by the Customer or the Company. If the Customer refuses, the Company may at its option

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

charge the Customer for furnishing and maintaining the necessary protection of the equipment. Such space, housing, fencing, barriers and foundations shall be in conformity with applicable laws and regulations and subject to the Company's specifications and approval.

D. Meter Accuracy

The Company shall maintain the accuracy of all metering equipment installed pursuant hereto by regular testing and calibration in accordance with recognized standards and NHPUC rules. A Customer may ask the Company to test the accuracy of any of its metering equipment installed upon the Customer's premises. Any such test shall be conducted according to the standards as established by the Commission. The Company may require the deposit of a fee of not more than $20.00 for such a test. If the meter does not register accurately upon subsequent testing, the assessed fee will be returned to the Customer.

E. Unauthorized Use or Unsafe Conditions

If the Company finds an unauthorized use of electricity, the Company may make such changes in its meters, appliances, or other equipment or take such other corrective action as may be appropriate to ensure only the authorized use of the equipment and the Company's installation, and also to ensure the safety of the general public. Upon finding an unauthorized use of electricity, the Company may terminate the service and assess reasonable estimated service charges as well as all costs incurred in correcting the condition. Nothing in this paragraph shall be deemed to constitute a waiver of any other rights of redress which may be available to the Company or the Customer, or to limit in any way any legal recourse which may be open to the Company.

F. Company's Rights as to Customer's Premises

The Company shall have the following rights with regards to Customer premises:

(1) Right to Install Facilities on Premises of Customer: The Company shall have the right to install and maintain its distribution facilities upon the Customer's premises without charge for the purpose of furnishing service to the Customer and also for the purpose of serving Customer(s) on nearby land(s). If the Customer desires to have such facilities relocated or removed, the Company will do so at the Customer's expense.

(2) Access to Company Equipment: The Company shall have free and safe access to its equipment located on the Customer's premises at all times, and the Customer shall authorize and/or obtain his landlord's permission for such access. If the Company is denied free access to said property, the equipment shall be relocated at the Customer's expense. The Customer shall not knowingly permit access to Company's equipment except by authorized employees of the Company.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

9. Company Liability

A. Emergency Interruption of Service

Whenever the Company reasonably believes the integrity of the Company's system or the supply of electricity to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company, may in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage, and such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use reasonable efforts under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.

B. Planned Interruption of Service

The Company may, in the exercise of reasonable judgment, curtail or interrupt electric service or reduce voltage for the purposes of planned maintenance, installation or replacement. When such curtailment is necessary, the Company shall conduct such work at a time causing the minimum inconvenience to customers consistent with the circumstances. The Company shall, if practical, notify customers in advance that might be seriously effected by interruptions to service. The Company will provide notice to any customer of whom it is previously aware who would encounter a potentially life-threatening situation as a result of the planned interruptions. A potentially life-threatening situation for this purpose shall include life support equipment or other potentially life-threatening medical situations. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect.

C. Non-Performance Due to Force Majeure

The Company shall be excused from performing under the Schedule of Rates and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises, or by loss, diminution, or impairment of electrical service from its generating plants or suppliers or the systems of others with which it is interconnected, or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches, or other equipment necessary for electric distribution, or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor difficulty, act of God, or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use reasonable efforts under the circumstances to overcome such cause and to resume full service.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

D. Disclaimer of Warranties

Neither by inspection nor non-rejection nor in any other way does the Company give any warranty, expressed or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Customer's premises. The Company shall not be liable for damages resulting in any way from the supplying or use of electricity or from the presence or operation of the Company's service, conductors, appurtenances or other equipment on the Customer's premises.

E. Customer Equipment

The Customer assumes full responsibility for the proper use of electricity distributed by the Company and for the condition, suitability, and safety of any and all wires, cable, devices or appurtenances energized by electricity on the Customer's premises or owned or controlled by the Customer that are not Company property. The Customer shall indemnify and keep harmless the Company from and against any and all claims, expenses, legal fees, losses, suits, awards, or judgments for injuries to or deaths of persons or damage of any kind whether to property or otherwise, arising directly or indirectly by reason of (1) the routine presence in or use of electricity over the wires, cables, devices or appurtenances owned or controlled by the Customer, or (2) the failure of the Customer to perform any of his or her duties and obligations as set forth in the Schedule of Rates where such failure creates safety hazards, or (3) the Customer's improper use of electricity or electric wires, cables, devices, or appurtenances. Except as otherwise provided by law, the Company shall be liable for damages claimed to have resulted from the Company's conduct of its business only when the Company, its employees or agents have acted in a grossly negligent, or intentionally wrongful manner.

F. Limitation of Liability

The Company shall not in any event except that of its own willful default or willful neglect, be liable to any party for any direct, consequential, indirect or special damages, whether arising in tort, contract or otherwise, by reason of any services performed or undertaken to be performed, or a actions taken by the Company, or its agents or employees, under the Schedule of Rates or in accordance with or required by law, including, without limitation, termination of the Customer's service.

G. Unauthorized Switching of Suppliers

The Company is not responsible for any loss or damage (direct, indirect or consequential) to any persons resulting from the Company's processing of an unauthorized Electronic Enrollment received from a Supplier.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

10. Schedule of Charges

    The Company reserves the right to impose reasonable fees and charges approved by the Commission. Said fees and charges shall be set forth in Appendix A to these Terms and Conditions, as on file with the Commission.

11. Line Extension Policy

    The Company's line extension policy is included in Appendix B.

III. GENERATION SERVICES

1. Generation Service

   The Company shall not provide Customers with Generation Service as defined in Section I.2.L. of this Tariff.

2. Transition Service

   The Company shall provide Customers with Transition Service as defined in Section I.2.P. of these Terms and Conditions, in accordance with Schedule TS, Transition Service, and in conjunction with the applicable Rate Schedule for Delivery Service.

3. Default Service

   The Company shall provide Customers with Default Service as defined in Section I.2.G. of these Terms and Conditions, in accordance with Schedule DS, Default Service, and in conjunction with the applicable Rate Schedule for Delivery Service.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX A
SCHEDULE OF FEES AND CHARGES FOR DISTRIBUTION SERVICE PURSUANT TO SECTION II.10.*

Description	Charge
Interest on Past Due Accounts:	1% per month – Domestic Schedule D 1 ½% per month – General Schedule G N/A – Outdoor Lighting Schedule OL
Returned Check Fee:	$5.00 or the administrative cost of recovery whichever is greater (NHPUC 1203.08)
New Account or Name Change on Existing Account:	$5.00
Account Restoration Charge:	Per visit to Customer's premises for establishing or re-establishing service: a) During normal business hours: $18.00 b) Outside normal business hours: $36.00
Unscheduled Meter Read Charge:	Per unscheduled meter read to terminate Default Service or Transition Service. a) During normal business hours: $18.00 b) Outside normal business hours: $36.00
Loss of Service Investigation:	If at the request of a Customer, the Company is required to investigate any loss of electric service at the Customers' premises, a charge will be made for each such investigation unless the trouble is directly attributable to the Company's apparatus or method of operation

* All charges applicable to all rates unless noted and subject to change with Commission approval. Additional charges may be filed regarding fees and charges associated with retail access. Interest charge for past due accounts for Domestic Schedule D subject to Commission approval of a filing made by the Company on or before October 17, 2002.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

APPENDIX B

LINE EXTENSION POLICY

I. PERMITS TO INSTALL ELECTRIC FACILITIES

The Company shall apply for any necessary permits in accepted public ways and shall not be required to supply service until a reasonable time after such permits are granted. All other necessary permits or rights shall be obtained by the Customer at Customer's expense.

II. OVERHEAD SERVICES

The Company will provide the wires or cable required to conduct electricity from its distribution system to the Customer's structure or other point of use on Customer's premises, hereinafter called Overhead Service, subject to the Tariff provisions for Extensions of Electric Distribution Lines, Appendix B, Section IV. The Customer shall provide at Customer's expense for the end of the Overhead Service, a point of attachment at Customer's structure or other point of use which is adequate to permit proper clearance and support and approved by the Company.

III. UNDERGROUND SERVICE

Underground service will be installed, maintained and repaired in accordance with the provisions of this section:

1. Introduction: The provisions hereof with respect to payments by Customers and/or developers to the Company on account of the cost of installing and maintaining underground distribution facilities are established in recognition of the fact that the rates of the Company are based upon the costs of service utilizing overhead electric distribution facilities.

2. Definition: Underground electric distribution facilities (hereinafter called Underground) shall consist of primaries, secondaries, Customer services to the meter or the transformer as the case may be, and associated equipment, excluding conduits, placed underground together with appropriate transformer and/or switching equipment.

3. Installation Obligation: Underground will be provided upon request or where required by the law at the rates set forth in this Tariff in accordance with the provisions of this section only when installed in accordance herewith and where feasible and practicable. The undertakings of the Company hereunder are subject to the orderly scheduling of construction projects, and normal availability of manpower.

4. Ownership and Maintenance: The Company hereby accepts the obligation of maintaining, repairing and replacing all Underground heretofore installed to the Company's specifications and will own all Underground hereafter installed by the Company or under its supervision in accordance with its specifications the cost of which

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

has been or is paid in whole or in part by the Company; provided, however, (a) that in the case of making repairs to Underground on a Customer's premises the Company's responsibility with respect to restoration of the premises shall be limited to restoring the premises to grade; and (b) if maintenance, repair or replacement of underground on the Customer's premises is required as a result of digging done by the Customer or Customer's agent, the entire cost thereof including the cost of excavating and backfilling shall be paid by the Customer.

5. Underground Service at Customer's Request: When requested by a Customer, the Company will install an underground service from an existing overhead distribution system. In the case of the first service to the premises, the Customer shall pay to the Company the difference between the estimated cost of an overhead service and the cost of an underground service and all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company. In the case of replacement of an existing overhead service, the Customer shall pay the entire cost of installing an underground service unless the existing service is inadequate to meet the Customer's load, in which event the cost of such Underground service shall be shared as in the case of first service.

6. Extension of Distribution System: When by valid law or when requested by a Customer or a developer, an extension of a distribution system is required to be Underground, the Company will provide funds to cover the cost thereof utilizing above ground pad-mounted distribution transformers; and whenever the cost of such Underground construction is in excess of the cost of overhead construction the Customer(s) or the developer, as the case may be, shall pay to the Company the amount of such differential; provided however, that the foregoing shall be subject to the provisions of Appendix B, Section IV. When a new Customer desires service from an existing Underground distribution system, the Customer shall pay the excess of the cost of (a) the underground service to the meter or the transformer as the case may be, over (b) an overhead service.

7. Conversion of Overhead Distribution Facilities: Except as provided in Appendix B, Section III.5., when it is required by law that existing overhead distribution facilities be converted to Underground, the Customer(s) served by such Underground shall pay monthly charges in addition to bills rendered in accordance with the rates of the Company now or hereafter in effect, in an aggregate amount equal to (a) the fixed charges on the cost of such Underground minus the fixed charges on the replaced overhead distribution facilities plus (b) such amount as may be required to amortize over a reasonable period of time the remaining investment in the overhead distribution facilities replaced by Underground.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

IV. EXTENSIONS OF ELECTRIC DISTRIBUTION LINES

Subject to the provisions for underground service, the Company will make extensions of its electric distribution lines to service new Customers within its service territory in accordance with the following terms and conditions:

1. Extension of Single-Phase Lines Without Payment or Surcharge by Customer: The Company will extend its existing distribution lines to Residential and General Service Classification Customers for one pole and anchor without any payment or surcharge other than those contained in its rate schedules provided the total extension does not exceed three hundred (300) feet per Customer excluding normal service drops.

2. Payment by Customer for Single-Phase Line Extensions along Public Ways: Single-phase line extensions which exceed the maximum provided for in Appendix B, Section IV.1, but are less than 5,280 feet per Customer will be made with overhead construction along public ways provided the applicant satisfies the Company as to his credit or furnishes reasonable security for the performance of an agreement which shall first be executed and which shall include the following provisions:

   A. A monthly surcharge of $8.00 per one hundred (100) feet of extension in excess of maximum provided for in Appendix B, Section IV.1.

   B. This surcharge shall apply for a period of sixty (60) consecutive months unless sooner terminated because the average extension per Customer served becomes equal to or less than three hundred (300) feet.

   C. The original applicant shall remain responsible for his successors' assumption of the remaining surcharge obligation until those successors, which are acceptable to the Company, sign an agreement for such with the Company.

   D. Additional applicants will be served from an extension upon executing an agreement with the Company to assume their share of the surcharge on a reapportioned basis. For an individual Customer, such reapportionment shall not increase the surcharge above the original amount.

3. Payment by Customer for Three-Phase Line Extension along Public Ways: Three-phase line extensions will be made with overhead construction under the same conditions set forth in Appendix B, Section IV.2 provided that the applicant shall also agree to an addition to the monthly surcharge of 2.0% of the amount of investment required to provide three-phase service which is in excess of that which would be required for single-phase extension.

4. Payment by Customer for Extension on Private Property: When necessary, the Company will also extend its overhead distribution lines on private property provided:

   A. A public way is not within reasonable proximity.

TERMS AND CONDITIONS FOR DISTRIBUTION SERVICE (continued)

B. The Company is furnished, without cost, the necessary permanent easements of rights of occupancy.

C. The entire cost of line construction, including clearing and tree trimming, in excess of the maximum provided for in Appendix B, Section IV.1, above, shall be paid by the Customer.

D. All extensions shall be and remain the property of the Company and shall be maintained by the Company.

5. Prepayment by Customer: The Company shall not be required to commence the construction of extensions hereunder until the applicant has either furnished reasonable security for the performance of his agreement or has satisfied the Company as to Customer's credit. Before starting construction, the Company may require a prepayment equal to the total sixty (60) months surcharge for any line construction to be done under the provisions of Appendix B, Section IV.2 and IV.3 above and a prepayment equal to the estimated construction costs for any line construction to be done under the provisions of Appendix B, Section IV.4 above if either of the foregoing conditions have not been met. The Company will require prepayment of total estimated line construction costs for any facilities that will be installed to supply temporary service.

6. Recording the Agreement: All agreements made pursuant to this Section will be drawn to bind the successors in title to the Customer's premises and with such formalities as are required for recording in the Registry of Deeds for the appropriate County in the State of New Hampshire and will be so recorded. The recording fee shall be paid by the Customer.

7. Construction Schedule: The schedule for the construction of line extensions may be affected by adverse weather conditions and is at the discretion of the Company.

8. Temporary Service: Cases where temporary single-phase service is required for use during construction of buildings, where the service will ultimately become permanent, such service will be furnished at an additional charge for a period not to exceed one (1) year. Such charge is to cover the cost of installing and removing the temporary service. In all other respects the charges provided for in the regular rate schedules will apply. Temporary service entrance equipment of a type approved by the Company shall be furnished by the Customer or Contractor.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS

I. GENERAL

1. Applicability

A. The following Terms and Conditions shall apply to every registered Competitive Supplier within the State of New Hampshire authorized to do business with the Company and their customers.

B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the New Hampshire Public Utility Commission's ("Commission") Orders or regulations and New Hampshire law. In case of conflict between these Terms and Conditions and any orders or regulations of the Commission, said orders or regulations shall govern.

C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

2. Definitions

A. "Choice Date" shall mean the date on and after which all the Company's customers are allowed to choose competing electric energy suppliers ("Competitive Supplier" or "Supplier"). Choice Date is May 1, 2003.

B. "Company" shall mean Unitil Energy Systems, Inc.

C. "Commission" shall mean the New Hampshire Public Utilities Commission.

D. "Competitive Supplier" or "Supplier" shall mean any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.

E. "Customer" shall mean any persons, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

F. "Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises or on a public right of way.

G. "Distribution Company" shall mean an electric company organized under the laws of New Hampshire that provides Distribution Service in New Hampshire.

H. "Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

I. "EDI Working Group Report" or "Report" shall mean the report submitted by the Electronic Data Interchange Working Group to the NH Public Utilities Commission on April 2, 1998, and approved by Order 22,919. The report is available on the Commission's Internet webpage.

J. "Enrollment period" shall mean, for a particular Customer, the period of time during which a Competitive Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer's next billing cycle.

K. "Generation Service" shall mean the sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.

L. "ISO-NE" shall mean the Independent System Operator of the New England bulk power system and its successors.

M. "NEPOOL" shall mean the New England Power Pool and its successors.

N. "NEPOOL PTF" shall mean pool transmission facilities included in the NEPOOL Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.

O. "Own-Load-Calculation" shall mean the settlement method (and any successor settlement methodologies) 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.

P. "Trading Partner Agreement" shall mean the contract between the Company and the Competitive Supplier referenced in Section II.3.8 below.

Q. "Transition Service" shall mean the service provided to a Customer in accordance with Schedule TS, Transition Service, of this Tariff.

R. "Default Service" shall mean the service provided to a Customer in accordance with Schedule DS, Default Service, of this Tariff.

S. "Terms and Conditions" shall mean these Terms and Conditions for Competitive Suppliers.

II. OBLIGATION OF PARTIES

1. Customer:

A Customer shall select one Competitive Supplier for each account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Generation Service, in accordance with Section III.1.A., below. A Customer may choose only a Competitive Supplier that is licensed by the Commission.

2. Distribution Company:

The Company shall:

(1) Arrange for or provide local network transmission services from NEPOOL PTF to the Company's Distribution System for each Customer;

(2) Arrange for or provide regional network transmission service over NEPOOL PTF ;

(3) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);

(4) Be responsible for the Network Load (as defined in Restate 4d NEPOOL Agreement) associated with its retail customers located in the Company's service area;

(5) Deliver power over distribution facilities to each Customer Delivery Point;

(6) Provide customer service and support for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section III.6.D below;

(7) Respond to service interruptions or power quality problems;

(8) Handle connections and terminations;

(9) Read Meters;

(10) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, for Generation Service in accordance with Section III.6.B below;

(11) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section III.6.D below;

(12) Answer general questions about Distribution Service;

(13) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section III.8. below;

(14) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, in accordance with Section III.1, below, and the rules and procedures set forth in the EDI Working Group Report;

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

(15) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet web site;

(16) Provide up to twelve months of a Customer's historic billing data to a Customer or a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3.11 below. This information shall be provided in electronic form at no charge.

(17) Print up to twelve months' of historic data on customer's bills, in addition to the usage data for the current billing period.

3. Competitive Supplier:

The Supplier shall:

(1) Meet the registration and licensing requirements established by law or regulation and either (i) be a member of NEPOOL subject to an Own-Load Calculation or (ii) have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to include the load to be served by the Competitive Supplier in such NEPOOL member's Own-Load Calculation;

(2) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the NEPOOL PTF and non-PTF systems;

(3) Give the Company at least 60 days' prior notice of termination of its NEPOOL membership or termination of the agreement referenced in (ii) above. The Competitive Suppliers right to serve customers will cease effective with such termination, however the supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;

(4) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) NEPOOL PTF, as determined by the ISO-NE; and (iii) facilities linking generation to NEPOOL PTF. A Competitive Supplier shall also be responsible for all transmission wheeling charges necessary to reach NEPOOL PTF and for NEPOOL PTF network service;

(5) Enter into a Trading Partner Agreement with the Distribution Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Generation Service to any Customer in the Company's service territory. A business initiation fee of $400.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI testing and initial set up of the Competitive Supplier in the Company's system. Charges for additional computer programming that may be required will be

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

negotiated with each Competitive Supplier and included in the Trading Partner Agreement;

(6) Complete testing of the transactions included in the EDI Working Group Report prior to the initiation of Generation Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report;

(7) Be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer;

(8) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the Company's historic usage information specific to that Customer of such Competitive Supplier. Such authorization shall consist of (i) a letter of authorization; (ii) electronic transmission to a competitive supplier; or (iii) a written authorization provided to a qualified and independent third party vendor.

III. PROVISIONS OF SERVICE

1. Initiation and Termination of Generation Service:

A. Initiation of Generation Service

(1) To initiate Generation Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EDI Working Group Report. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.

(2) If the information on the enrollment transaction is correct, the Distribution Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.

(3) Generation Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the meter read dates.

(4) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.

(5) If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Rejected transactions may be resubmitted during the customer's next enrollment period.

B. Termination of Generation Service

(1) To terminate Generation Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report. Generation Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the Competitive Supplier has not submitted this transaction at least two (2) business days before the meter read date, Generation Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

(2) To terminate Generation Service with a Competitive Supplier, a Customer shall so inform Competitive Supplier who will submit the required "supplier drops customer" transaction. Generation Service shall be terminated on the date of the Customer's next scheduled meter read.

(3) In those instances when a Customer, who is receiving Generation Service from an existing Competitive Supplier, initiates such service with a new Competitive Supplier, the Distribution Company shall send the existing Competitive Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.

(4) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available.

2. Customer Moves

A. A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she seeks to continue Generation Service with his/her existing Competitive Supplier. Upon such notification, the Distribution Company shall send a "customer move" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

B. If a Customer of record initiates Delivery Service at a new service location, in addition to another established account within the Company's Service Area, the Customer shall be responsible for selecting a Supplier for the new service location. If an Electronic Enrollment is not received by the Company at least two business days before the initiation of Delivery Service, the Customer will be rendered energy and capacity under Default Service or if available, Transition Service.

3. Changes to Customer Information

A. Distribution Companies and Suppliers shall send "change enrollment detail" transactions to change any information included on the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EDI Working Group Report.

B. If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EDI Working Group Report.

4. Customer Outages

A. Planned Outages
In the event that the loading on the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

B. Unplanned Outages
In the event of unplanned outages, service will be restored in accordance with good utility practice.

C. Disconnection of Service
The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification to the Customer's Competitive Supplier of record upon disconnection. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Competitive Supplier. The Company may also be called upon from time to time by ISO New England or its successors to implement voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection(s).

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

5. Metering

A. Meter Reading

(1) The Company shall meter each Customer in accordance with tariff provisions.

(2) Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's Own-Load Calculation.

B. Ownership of Metering Equipment
Should a Customer or Competitive Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

C. Enhanced Metering Services and Interval Data Services
Any Customer or Competitive Supplier request for Enhanced Metering Services and Interval Data Services will be governed by the conditions and provisions of APPENDIX B.

6. Billing Services

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Default Service or Transition Service.
The Company shall offer two billing service options to Competitive Suppliers providing Generation Service to Customers: A) Standard Billing Service; and B) Consolidated Billing Service. The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI Working Group Report.

A. Standard Billing Service

(1) The Company shall issue a single bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of Generation Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

(2) The Company shall send a "customer usage information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

B. Consolidated Billing Service

Billing Procedure:

(1) The Company shall issue a single unbundled bill for electric service to each Customer.

(2) The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier's portion of a Customer's bill, and integrate this billing with its own billing in a single mailing to the Customer.

(3) The Company shall send a "customer usage and billing information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

(4) Upon receipt of Customer payments, the Company shall send a "payment/ adjustment" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the trading partner agreement entered into by the Competitive Supplier and the Company.

(5) If a Customer pays the Company less than the full amount billed, the Company shall apply the payment first to Distribution Service and, if any payment remains, it shall be applied to Generation Service.

(6) Any customization that can be made by the Company's internal computer programming staff will be charged to the supplier a rate of $80.00 per hour. Any customization, that requires the use of the Company's external Customer Information System vendor, will be charged to the supplier a rate of $160.00 per hour.

C. Changes to Rate Classes

If a Competitive Supplier requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the billing system, if reasonably possible, at the Competitive Supplier's expense. The costs of making the designated changes shall be quoted by the Company to the Competitive Supplier and payment must be received by the Company prior to the start of programming.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

D. Optional Customer Services

(1) Upon request by a Competitive Supplier, the Company may offer optional customer services to those Competitive Suppliers who receive Consolidated Billing Service. Pricing for these optional services shall be customized to the Competitive Supplier's needs, and shall be dependent on the specific customer service required by the Competitive Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested. Such pricing will be included in the Trading Partner Agreement.

(2) The Company may offer a Summary Billing option for Competitive Suppliers who have qualified Customers with multiple electric service accounts. Designed to consolidate multiple individual billings on a single bill format, this optional service allows Customers to pay multiple accounts with one check. Any costs incurred to provide Summary Billing shall be assigned to the Competitive Supplier.

E. Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

7. Definition of Standard Units of Service

A. Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariff on file with the Commission.

B. On-Peak / Off-Peak Period Definitions

1) The on-peak and off-peak periods shall be as defined in the Company's applicable tariff on file with the Commission.
2) Competitive Suppliers may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned and billed to the Competitive Supplier.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

8. Determination of Hourly Loads

A. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Own-Load Calculation. Hourly load estimates for non-telemetered customers will be based upon load profiles developed 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.

B. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Own-Load Calculation.

C. To refine the estimates of the Competitive Suppliers' 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 after the monthly meter readings are processed.

D. The hourly loads shall be determined consistent with the following steps:
(1) The Company 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.
(2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.

(3) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' 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 Competitive Supplier loads.

(4) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.

E. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

9. Liability and Indemnification

Except as provided in Section II.9 of the Terms and Conditions for Distribution Service, the Company and the Competitive Supplier shall indemnify and hold the other and their respective affiliated, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions. The Company and the Competitive Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

APPENDIX A

SCHEDULE OF CLASS DISTRIBUTION LOSSES
PURSUANT TO SECTION III. 8D.(3)

Class Description	Distribution Loss Factor
Residential	7.855%
General G2	7.789%
General G1	4.628%
Outdoor Lighting OL	7.870%

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

APPENDIX B

ENHANCED METERING SERVICES AND INTERVAL DATA SERVICES

I. ENHANCED METERING SERVICE

A) Availability

Enhanced metering service under this schedule is available to Customers currently receiving metered delivery service from the Company or the Customer's authorized representative.

B) Service Option 1: Remote Access Metering

Under this service option, the Company will provide metering equipment at the Customer's facility, which will allow for periodic readings of the Customer's load through telephone lines. The Company will install, own and maintain the metering equipment. The Customer, at its expense, shall arrange for the installation and operation of the telephone lines and service necessary for the readings of the Customer's load. The Customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. The Company will store load information for a period of thirty-five (35) days and will read the meters daily.

Fees for Service Option 1:

The Customer has the choice of initial lump sum payment or monthly fee.

Tariff	Monthly	Initial Lump Sum
Residential Service	$8.97	$220.11
General Service	$14.73	$361.61

C) Service Option 2: Pulse Output Service

Customers who wish to connect their own metering equipment or equipment provided by their authorized representative to the Company's meter may elect this option. The Company will provide a pulse interface device through which the Customer can access meter data. The Customer, or its representative, must purchase, own and maintain a modem-equipped recording device in order to access meter pulses.

Fees for Service Option 2:

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

The Customer has the choice of initial lump sum payment or monthly fee.

Tariff	Monthly	Initial Lump Sum
Residential Service	$8.42	$206.61
General Service	$8.42	$206.61

D) Special Provisions

(1) The Company will consider requests for special metering from Customers taking service under Option 1. The Company will respond to any such written requests within thirty (30) days and will address availability, cost of implementation, technical alternatives and other issues related to the utilization of the requested metering equipment. Upon request, the Company will furnish to the Customer a list of approved interval recording meters.

(2) All remote access metering in Option 1 and Customer-owned modem equipped recorders in Option 2 will be read daily by the Company and will be reported to ISO New England for load settlement purposes. The Company will substitute estimated load profile data in lieu of actual hourly metered data for the Customer when Customer-owned equipment has failed or has otherwise lost communication capability.

(3) Load values derived from the use of Company- or Customer-owned enhanced metering equipment under Option 1 or Option 2, hereunder, will be settled based on the actual quantities recorded on the Company's billing meters for the time period in question.

(4) The Company may not be able to provide daily meter reading and information, due to operational difficulties with equipment for which the customer has operational responsibility.

E) Term of Service

The minimum term for services provided hereunder for monthly-charged Customers shall be twenty-four (24) months from the date of installation of the enhanced metering equipment.

F) Terms and Conditions

The Company's schedule of Terms and Conditions for Distribution Service, as in effect from time to time, shall apply to service under this schedule to the extent that they are not inconsistent with the specific provisions of this schedule.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

II. INTERVAL DATA SERVICE

A) Availability

Service under this schedule is available for Large General Service G1 customers and customers receiving service under the Company's Optional Enhanced Metering Service or the Customer's authorized representative. Customers must have a Company-owned interval data recorder installed at their facilities.

B) Character of Service

Interval data is made available to Customers or their authorized agents through e-mail or through basic web access. Web-based access allows for the retrieval of interval load data through an Internet account. Files will become available after the standard monthly meter reads.

C) Fees

Fees for this service will vary depending upon the number of accounts and the frequency of requests for interval data.

One-time fee for single request per meter (12 months of data)	$48.27
Annual Subscription fee per meter	$335.05

D) Terms and Conditions

The Company's schedule of Terms and Conditions, as in effect from time to time, shall apply to this service to the extent that they are not inconsistent with the specific provisions of this schedule.

DOMESTIC DELIVERY SERVICE
SCHEDULE D

AVAILABILITY

Service is available under this schedule for all domestic purposes, subject to the conditions contained herein at individual private dwellings and farms connected herewith, and in individual apartments, and includes the operation of single phase motors having such characteristics and so operated as not to impair service to other customers. Single phase motors exceeding five (5) horsepower will be allowed only upon approval by the Company in each instance.

This schedule is available to domestic customers having uncontrolled (quick recovery) electric water heating equipment only if such equipment has two (2) thermostatically operated heating elements, each with a rating of no more than 5,500 watts, so connected and interlocked that they cannot operate simultaneously.

When service is delivered through one meter and used for both domestic and non-domestic purposes, billing shall be under this Schedule when the predominate use of demand, as determined by the Company, is for domestic purposes.

This Schedule is not available for service furnished for commercial or business purposes, farms where the maximum demand exceeds 15 kW, motels, hotels and boarding or lodging houses or residences in which three (3) or more rooms are rented, except as specifically provided for under Special Provisions below, or for any other non-residential purposes.

Effective on Choice Date, this Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier, self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or may be eligible for Transition Service or Default Service from the Company pursuant to Schedules TS or DS as amended from time to time.

CHARACTER OF SERVICE

Electricity will normally be delivered at 120/240 volts using three wire, single phase service. In some areas service may be 120/208 volts, single phase, three wire.

DELIVERY SERVICE CHARGES - MONTHLY

Customer Charge:		$7.00 per meter
Distribution Charge:	First 250 kWh:	1.393 ¢ per kWh
	Excess 250 kWh:	2.326 ¢ per kWh

Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038, dated May 3, 2004

DOMESTIC DELIVERY SERVICE
SCHEDULE D (continued)

Controlled (Off-Peak) Water Heating: Controlled (Off-Peak) Water Heating is available for a limited time under this Schedule at those locations which were receiving controlled off-peak water heating service immediately prior to the effective date of this Schedule and were served under Domestic Service Classification D - Controlled (Off-Peak) Water Heating, N.H.P.U.C. No. 12 - Electricity, Concord Electric Company and are presently receiving service under this Schedule. Service under this Schedule at such locations shall continue to be available only for the remaining life of the presently-installed water heating equipment. No replacement water heaters shall be permitted to be installed for service under this Schedule at locations which otherwise would qualify for this service.

For those locations which qualify under the preceding paragraph, controlled off-peak water heating service is available under this Schedule if the Customer has installed and in regular operation throughout the entire year, a storage electric water heater of a type approved by the Company and which is used for the Customer's entire water heating requirements. All electricity used under this provision for water heating purposes during the Company's off-peak hours will be billed as follows:

Customer Charge:	$3.00 per meter
Distribution Charge:	
Off-Peak kWh	0.743 ¢ per kWh

The off-peak hours during which this charge shall apply are from 9:00 p.m. to 7:00 a.m. on the next following day.

The Customer's electric storage water heater shall be a two-element limited demand type, of not less than 50 gallon tank capacity, with each heating element being rated at 3,000 watts, provided that tanks of 80 gallon capacity or over, may have lower elements of up to 4,500 watts. The water heater shall be so arranged and connected that the lower element may not operate during on-peak periods and so as not to interfere with the operation or installation of an off-peak meter and control in a meter socket beside the Customer's regular meter.

MINIMUM CHARGE

The minimum charge per month, or fraction thereof, shall be the Customer Charge.

Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038, dated May 3, 2004

DOMESTIC DELIVERY SERVICE
SCHEDULE D (continued)
(Effective December 1, 2002)

ADJUSTMENTS

The Delivery Service Charges under this Schedule shall be adjusted from time to time to reflect the following:

Interim Fuel and Purchased Power Charge: All energy delivered under this Schedule shall be subject to the Interim Fuel and Purchased Power Charge as provided in Schedule IFPPC of the Tariff of which this is a part.

External Delivery Charge: All energy delivered under this Schedule shall be subject to the External Delivery Charge as provided in Schedule EDC of the Tariff of which this is a part.

Stranded Cost Charge: All energy delivered under this Schedule shall be subject to the Stranded Cost Charge as provided in Schedule SCC of the Tariff of which this is a part.

System Benefits Charge: All energy delivered under this Schedule shall be subject to the System Benefits Charge as provided in Schedule SBC of the Tariff of which this is a part.

Restructuring Surcharge: All energy delivered under this Schedule shall be subject to the Restructuring surcharge as provided in Schedule RS of the Tariff of which this is a part.

Transition Service Charge: For customers receiving Transition Service from the Company, all energy delivered under this Schedule shall be subject to the Transition Service Charge as provided in Schedule TS of the Tariff of which this is a part.

Default Service Charge: For customers receiving Default Service from the Company, all energy delivered under this Schedule shall be subject to the Default Service Charge as provided in Schedule DS of the Tariff of which this is a part.

LOW INCOME ENERGY ASSISTANCE PROGRAM

Customers taking service under this rate may be eligible to receive discounts under the statewide low-income electric assistance program ("LI-EAP") authorized by the New Hampshire Public Utilities Commission. Eligibility for the LI-EAP shall be determined by the Community Action Agencies. Customers participating in the LI-EAP will continue to take service under this rate, but will receive a discount as provided under this Tariff as applicable.

ELECTRICITY CONSUMPTION TAX

All customers shall be obligated to pay the Electricity Consumption Tax in accordance with New Hampshire Statute RSA Chapter 83-E, which may be revised from time to time, in

DOMESTIC DELIVERY SERVICE
SCHEDULE D (continued)
(Effective December 1, 2002)

addition to all other applicable rates and charges under this Tariff. The Electricity Consumption Tax shall appear separately on all customer bills.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff. Amounts not paid prior to the due date shall be subject to interest on past due accounts, as provided in Appendix A of the Terms and Conditions for Distribution Service, and will apply to the unpaid balance. When billing on the OL Schedule is combined with billing on this rate, the interest on past due accounts shall apply to the total bill. The Company will waive the residential late payment fee if the Customer can provide evidence of their eligibility in any of the following programs: Statewide Low-Income Electric Assistance Program (NHPUC Order No. 23,980), Fuel Assistance, Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Aid to the Permanently and Totally Disabled (APTD), Aid to the Needy Blind (ANB), Old Age Assistance (OAA), Subsidized School Lunch Programs, Title XX Day Care Program, Food Stamps, Medicaid, Subsidized Housing, or Women, Infant and Children Program (WIC).

TERM OF CONTRACT

Service may be terminated at any time upon notice to the Company in accordance with the Terms and Condition for Distribution Service, which is part of this Tariff.

SPECIAL PROVISIONS

(a) Extra Service Charges:
In addition to the charges for electric service herein specified, additional charges for extra services rendered will be made in accordance with the Tariff which this Schedule is a part.

(b) Multiple Apartments:
Where more than one individual apartment or dwelling is served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them. This special provision is closed to new locations as of the effective date of this Schedule.

TARIFF PROVISIONS

The Company's complete Tariff, where not inconsistent with any specific provisions hereof, is a part of this Schedule.

GENERAL DELIVERY SERVICE
SCHEDULE G

AVAILABILITY

Service is available under this Schedule to non-domestic Customers for all general purposes and includes the operation of single phase motors having such characteristics and so operated as not to impair service to other Customers. Single phase motors exceeding five (5) horsepower will be allowed only upon approval by the Company in each instance.

Effective on Choice Date, this Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier, self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or may be eligible for Transition Service or Default Service from the Company pursuant to Schedules TS or DS as amended from time to time.

CHARACTER OF SERVICE

Electric service of the following description is available, depending upon the location of the Customer: (1) 120/240 volts, single phase, three wire; (2) 120/208 volts, single phase, three wire; (3) 208Y/120 volts, three phase, four wire; (4) 480Y/277 volts, three phase, four wire; (5) 4160 volts, three phase, four wire or such higher primary distribution voltage as may be available, the voltage to be designated by the Company.

DELIVERY SERVICE CHARGES - MONTHLY

Large General Service Schedule G1: for any industrial or commercial Customer with its average use consistently equal to or in excess of two hundred (200) kilovolt-amperes of demand and generally greater than or equal to one-hundred thousand (100,000) kilowatt-hours per month.

Customer Charge:		$182.85 per meter
Distribution Charges:	Energy	0.160 ¢ per kWh
	Demand	$4.65 per kVA

Regular General Service Schedule G2: for any industrial or commercial Customer with its average use consistently below two-hundred (200) kilovolt-amperes of demand and generally less than one-hundred thousand (100,000) kilowatt-hours per month.

Customer Charge:		$9.00 per meter
Distribution Charges:	Energy	0.160 ¢ per kWh
	Demand	$6.13 per kW

Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038, dated May 3, 2004

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

Regular General Service Schedule G2 kWh meter: Service is available under this Schedule only to customers at locations receiving service immediately prior to the effective date of this Schedule under Regular General Service Schedule G2: Single phase service (kilowatt-hour meter), N.H.P.U.C. No. 17 - Electricity, Exeter & Hampton Electric Company and are presently receiving service under this Schedule. New customers at existing locations and new locations shall not be eligible for this rate, but the Company will install a demand meter and the location shall be served under Schedule G2.

Customer Charge:	$6.90 per meter
Distribution Charge:	3.458 ¢ per kWh

Uncontrolled (Quick Recovery) Water Heating: Uncontrolled (Quick Recovery) Water Heating is available under this Schedule at those locations which were receiving uncontrolled (Quick Recovery) water heating service immediately prior to the effective date of this Schedule and were served under General Service Classification G - Uncontrolled (Quick Recovery) Water Heating, N.H.P.U.C. No. 12 - Electricity, Concord Electric Company or N.H.P.U.C. No. 17 - Electricity, Exeter & Hampton Electric Company and are presently receiving service under this Schedule.

For those locations which qualify under the preceding paragraph, uncontrolled quick recovery water heating service is available under this Schedule if the Customer has installed and in regular operation throughout the entire year an electric water heater of the quick recovery type, equipped with two thermostatically operated heating elements, each with a rating of no more than 4,500 watts, so connected and interlocked that they cannot operate simultaneously and if the water heater supplies the Customer's entire water heating requirements, all electricity supplied thereto under this provision will be metered separately and billed as follows:

Customer Charge	$3.00 per meter
Distribution Charge	1.900¢ per kWh

Controlled (Off-Peak) Water Heating-Commercial Tanks: Controlled (Off-Peak) Water Heating - Commercial Tanks is available for a limited time under this Schedule at those locations which were receiving controlled (Off-Peak) water heating service immediately prior to the effective date of this Schedule and were served under General Service Classification G - Controlled (Off-Peak) Water Heating-Commercial Tanks, N.H.P.U.C. No. 12 - Electricity, Concord Electric Company and are presently receiving service under this Schedule. Service under this Schedule at such locations shall continue to be available only for the remaining life of the presently-installed water heating equipment. No replacement water heaters shall be permitted to be installed for service under this Schedule at locations which otherwise would qualify for this service.

Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038, dated May 3, 2004

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)

For those locations which qualify under the preceding paragraph, controlled off-peak water heating service is available under this Schedule if the Customer has installed and in regular operation throughout the entire year a storage electric water heater of a type approved by the Company, and which is used for the Customer's entire water heating requirements (excluding any hot water used for space heating). All electricity delivered for water heating purposes during the Company's off-peak hours under this provision will be metered separately and billed as follows:

Customer Charge:	$3.00 per meter
Distribution Charge:	
Off-Peak kWh	0.738 ¢ per kWh

The off-peak hours during which this Off-Peak kWh charge will apply are from 10:00 p.m. to 7:00 a.m. on the next following day.

The water heaters shall be of the two element, limited demand type, of not less than 500 gallon tank capacity, with each element rated at no more than 25 watts per gallon of rated tank capacity. All water heaters shall be provided with a double-throw thermostat so that both elements cannot operate simultaneously.

Space Heating: Space Heating is available under this Schedule at those locations which were receiving space heating service immediately prior to the effective date of this Schedule and were served under General Service Classification G Space Heating, N.H.P.U.C. No. 12 - Electricity, Concord Electric Company and N.H.P.U.C. No. 17 - Electricity, Exeter & Hampton Electric Company and are presently receiving service under this Schedule. Customers who qualify for service under this Schedule for five (5) kilowatts or more of permanently-installed space heating equipment under this provision may elect to have such service metered separately and billed as follows:

Customer Charge :	$3.00 per meter
Distribution Charge:	1.900 ¢ per kWh

DETERMINATION OF DEMAND

Large General Service Schedule G1

For the purpose of demand billing under the Large General Service Schedule G1, metered demands shall be measured as the highest 15-minute integrated kilovolt-ampere (kVA) demand determined during the current month for which the bill is rendered. The monthly billing demand charge shall be based upon this metered demand except that it shall not be less than 80% of the

Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038, dated May 3, 2004

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)
(Effective December 1, 2002)

highest demand in any of the immediately preceding eleven months, and in no event shall such demand be taken or considered as being less than 50 kVA.

Regular General Service Schedule G2

The metered demand used for billing shall be the maximum fifteen-minute kilowatt (kW) demand determined during the current month, but in no case less than one kW or the minimum available demand capacity specified by an agreement between the Customer and the Company. The billing demand shall be taken in 0.1 kW intervals, and those demands falling between the intervals shall be billed on the next lower 0.1 kW.

If the Customer's average use is consistently equal to or in excess of two-hundred (200) kilovolt-ampere (kVA) of demand and is generally greater than one-hundred thousand (100,000) kilowatt-hours per month, as measured by the Company, the Customer may be placed on rate G1.

The Company reserves the right to install kilovolt-ampere meters, and in such case the monthly demand shall not be less than 90% of the measured kVA.

METERING

The Company may at its option meter at the Customer's utilization voltage or on the high tension side of the transformer through which service is furnished.

In the later case, or if the Customer's utilization voltage requires no transformation, and if the Company meters service at 4,160 volts or over, a compensating deduction of 2.0% will be made from the metered kilowatt or kilovolt-ampere demand and metered kilowatt-hour usage to determine billing amounts. If the Company meters service at 34,500 volts or over, a compensating deduction of 3.5% will be made from the metered kilowatt or kilovolt-ampere demand and metered kilowatt-hour usage to determine billing amounts. Demands for these purposes will be as determined under the Determination of Demand provision of this Schedule.

CREDIT FOR TRANSFORMER OWNERSHIP

If the Customer furnishes all transformers which may be required so that the Company is not required to furnish any transformers, there will be credited, against the amount established under the Determination of Demand and Metering provisions of this Schedule, 36 cents for each kilowatt of monthly billing demand, or 36 cents for each kilovolt-ampere of monthly billing demand.

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)
(Effective December 1, 2002)

MINIMUM CHARGE

The Minimum Charge per month or fraction thereof will be as follows:

Large General Service Schedule G1:

The Minimum Charge per month shall be no less than the Customer Charge for each type of service installed plus a capacity charge based upon a minimum demand and/or demand ratchet as defined under the Determination of Demand provision of this Schedule.

Regular General Service Rates G2, G2 kWh meter, Uncontrolled (Quick Recovery) Water Heating, and Space Heating:

The Minimum Charge per month shall be the Customer Charge for each type of service installed.

ADJUSTMENTS

The Delivery Service Charges under this Schedule shall be adjusted from time to time to reflect the following:

Interim Fuel and Purchased Power Charge: All energy delivered under this Schedule shall be subject to the Interim Fuel and Purchased Power Charge as provided in Schedule IFPPC of the Tariff of which this is a part.

External Delivery Charge: All energy delivered under this Schedule shall be subject to the External Delivery Charge as provided in Schedule EDC of the Tariff of which this is a part.

Stranded Cost Charge: All energy delivered under this Schedule shall be subject to the Stranded Cost Charge as provided in Schedule SCC of the Tariff of which this is a part.

System Benefits Charge: All energy delivered under this Schedule shall be subject to the System Benefits Charge as provided in Schedule SBC of the Tariff of which this is a part.

Restructuring Surcharge: All energy delivered under this Schedule shall be subject to the Restructuring surcharge as provided in Schedule RS of the Tariff of which this is a part.

Transition Service Charge: For customers receiving Transition Service from the Company, all energy delivered under this Schedule shall be subject to the Transition Service Charge as provided in Schedule TS of the Tariff of which this is a part.

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)
(Effective December 1, 2002)

Default Service Charge: For customers receiving Default Service from the Company, all energy delivered under this Schedule shall be subject to the Default Service Charge as provided in Schedule DS of the Tariff of which this is a part.

ELECTRICITY CONSUMPTION TAX

All customers shall be obligated to pay the Electricity Consumption Tax in accordance with New Hampshire Statute RSA Chapter 83-E, which may be revised from time to time, in addition to all other applicable rates and charges under this Tariff. The Electricity Consumption Tax shall appear separately on all customer bills.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff. Amounts not paid prior to the due date shall be subject to interest on past due accounts, as provided in Appendix A of the Terms and Conditions for Distribution Service, and will apply to the unpaid balance. When billing on the OL Schedule is combined with billing on this rate, the interest on past due accounts shall apply to the total bill.

TERM OF CONTRACT

The term of contract under this Schedule shall be for an initial period of at least one year, and shall continue in effect thereafter until cancelled by either party upon at least 30 days' written notice. The Company may require longer initial and renewal contract terms whenever, in its opinion, the estimated annual revenue is insufficient to warrant the Company making the necessary commitments to render service.

SPECIAL PROVISIONS

(a) Extra Service Charges:

In addition to the charges for electric service herein specified, additional charges for extra services rendered will be made in accordance with the Tariff which this Schedule is a part.

GUARANTEE

When the estimated expenditure necessary to deliver electrical energy properly to a Customer's premises shall be of such an amount that the income to be derived from the delivery of such energy at the rate herein established, including the monthly Minimum Charge, will be insufficient to warrant such expenditure, the Company may require the Customer to guarantee a

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)
(Effective December 1, 2002)

minimum annual payment for a term of years and/or to pay the whole or a part of the cost of extending, enlarging or rebuilding its facilities to supply the Customer's premises or other reasonable payments in addition to the payments otherwise provided herein.

AUXILIARY SERVICE

(a) Definitions

Auxiliary Service, also referred to as Standby or Breakdown Service, shall be defined as delivery service available at all times to a Customer taking service from the Company under this Schedule and having another source of power from which to supply the Customer's electrical requirements, or a portion thereof, without using the Company's distribution system.

Delivery service provided hereunder shall not be considered as Auxiliary Service where such other source of power is subject to the Commission's Net Energy Metering rules, Chapter Puc 900 or used only in case of failure of the Company's delivery service.

Auxiliary Service shall be divided into two types: Segregated Auxiliary Service and Non-Segregated Auxiliary Service.

Segregated Auxiliary Service shall be defined as delivery service furnished by the Company to a Customer for such portion of the Customer's electrical requirements as cannot be supplied directly or indirectly via any source other than the Company's distribution system.

Non-Segregated Auxiliary Service shall be defined as delivery service furnished by the Company to a customer where any portion of the Customer's electrical requirements can, at the Customer's option, be supplied directly or indirectly via the Company's distribution system or by the Customer's other source of power.

(b) Service and Transformer Capacity

For Segregated Auxiliary Service the Company will install such service and transformer capacity as is required for that portion of the Customer's electrical requirements as is to be supplied via the Company's distribution system.

For Non-Segregated Auxiliary Service the Company will install such service and transformer capacity as the Customer may request; provided, however, that the service and transformer capacity installed shall not be less than the Customer's total electrical requirements up to twenty five kilowatts, and if the total Customer's requirements are in excess of twenty five kilowatts, the Company shall not install transformers of less than twenty five kilowatts.

GENERAL DELIVERY SERVICE
SCHEDULE G (continued)
(Effective December 1, 2002)

(c) Determination of Demand

For Segregated Auxiliary Service the Customer's demand for billing purposes will be determined as for Customers taking standard delivery service under this Schedule.

For Non-Segregated Auxiliary Service the Customer's demand will be determined as for Customers taking standard delivery service under this Schedule. In no event shall the demand so determined be less than the capacity installed by the Company on a network system or 80% of the kilovolt-ampere rating of the transformers installed for supplying service to the Customer.

(d) Minimum Charge

An amount equal to the total of the Customer Charge and the Distribution Demand Charge as provided for Customers taking standard delivery service under this Schedule.

(e) Parallel Operation

The Customer shall at no time operate any other source of electricity supply in parallel with the service furnished by the Company except with the written consent of the Company.

(f) Term of Contract

The initial term of service hereunder shall not be less than five years unless the Customer discontinues customer's other source of electrical power and takes all customer's delivery service requirements from the Company.

(g) Auxiliary Energy Supply

Energy supply for Auxiliary Service is available from the Company via Default Service pursuant to Schedule DS as amended from time to time, and may be available from Competitive Suppliers.

(h) Special Provision

If the Customer is supplied from transformers also supplying other Customers, the Company may require the Customer to install a service or main switch or circuit breaker as specified by the Company.

TARIFF PROVISIONS

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is a part of this rate.

OUTDOOR LIGHTING SERVICE
SCHEDULE OL

AVAILABILITY

This Schedule is available to governmental bodies and private customers for unmetered outdoor lighting service supplied from the Company's existing overhead conductors with lighting fixtures mounted on existing poles. Mercury Vapor lighting fixtures will be unavailable at new locations after the effective date of this Schedule.

Effective on Choice Date, this Schedule is for delivery service only. Customers are required to obtain an energy supply from a Competitive Supplier, self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or may be eligible for Transition Service or Default Service from the Company pursuant to Schedules TS or DS as amended from time to time.

CHARACTER OF SERVICE

All lighting shall be photoelectrically controlled. The Company will furnish and maintain the equipment hereinafter described and shall supply service at which the lamps are designed to operate. All lighting fixtures will be group relamped in accordance with the lamp manufacturer's suggested schedule. At relamping time the fixture will be maintained in accordance with the fixture manufacturer's suggested procedures.

DELIVERY SERVICE CHARGES – MONTHLY

Distribution Charge: 0.084 ¢ per kWh

DELIVERY SERVICE CHARGES: LUMINAIRE – MONTHLY

Lamp Size Nominal Watts	Lamp Size Lumens Approx.	Description of Luminaire	Luminaire Price per Month	Luminaire Monthly kWh
100	3,500	Mercury Vapor Street	$7.00	40
175	7,000	Mercury Vapor Street	$8.48	67
250	11,000	Mercury Vapor Street	$9.72	95
400	20,000	Mercury Vapor Street	$11.76	154
1,000	60,000	Mercury Vapor Street	$24.25	388
250	11,000	Mercury Vapor Flood	$10.43	95
400	20,000	Mercury Vapor Flood	$12.65	154
1,000	60,000	Mercury Vapor Flood	$21.56	388
100	3,500	Mercury Vapor Power Bracket	$7.07	40
175	7,000	Mercury Vapor Power Bracket	$7.95	67
50	4,000	Sodium Vapor Street	$7.14	21
100	9,500	Sodium Vapor Street	$8.15	43
150	16,000	Sodium Vapor Street	$8.19	60
250	30,000	Sodium Vapor Street	$10.50	101
400	50,000	Sodium Vapor Street	$13.47	161
1,000*	140,000	Sodium Vapor Street	$23.94	398
150	16,000	Sodium Vapor Flood	$9.60	60
250	30,000	Sodium Vapor Flood	$11.46	101
400	50,000	Sodium Vapor Flood	$13.15	161
1000	140,000	Sodium Vapor Flood	$24.15	398
50	4,000	Sodium Vapor Power Bracket	$6.56	21
100	9,500	Sodium Vapor Power Bracket	$7.45	43

* 1,000 Watt Sodium Vapor Street subject to market availability.
Flood lights are available with brackets and ballasts as specified by the Company.

Authorized by NHPUC Order No. 24,319 in Case No. DE 04-038, dated May 3, 2004

OUTDOOR LIGHTING SERVICE
SCHEDULE OL (continued)
(Effective December 1, 2002)

MONTHLY KWH PER LUMINAIRE

For billing purposes on Energy based charges and adjustments, the monthly kWh figures shown in the table above under Delivery Service Charges - Monthly: Luminaire shall be used for each luminaire type.

OTHER FIXTURES AND EQUIPMENT

Lighting fixtures other than that specified herein will be provided only at prices and for a contract term to be mutually agreed upon between the Company and the Customer.

MINIMUM CHARGE

The minimum charge per month, or fraction thereof, per lamp shall be the Delivery Service Charge: Luminaire.

ADJUSTMENTS

The Delivery Service Charges under this Schedule shall be adjusted from time to time to reflect the following:

Interim Fuel and Purchased Power Charge: All energy delivered under this Schedule shall be subject to the Interim Fuel and Purchased Power Charge as provided in Schedule IFPPC of the Tariff of which this is a part.

External Delivery Charge: All energy delivered under this Schedule shall be subject to the External Delivery Charge as provided in Schedule EDC of the Tariff of which this is a part.

Stranded Cost Charge: All energy delivered under this Schedule shall be subject to the Stranded Cost Charge as provided in Schedule SCC of the Tariff of which this is a part.

System Benefits Charge: All energy delivered under this Schedule shall be subject to the System Benefits Charge as provided in Schedule SBC of the Tariff of which this is a part.

Restructuring Surcharge: All energy delivered under this Schedule shall be subject to the Restructuring surcharge as provided in Schedule RS of the Tariff of which this is a part.

Transition Service Charge: For customers receiving Transition Service from the Company, all energy delivered under this Schedule shall be subject to the Transition Service Charge as provided in Schedule TS of the Tariff of which this is a part.

OUTDOOR LIGHTING SERVICE
SCHEDULE OL (continued)
(Effective December 1, 2002)

Default Service Charge: For customers receiving Default Service from the Company, all energy delivered under this Schedule shall be subject to the Default Service Charge as provided in Schedule DS of the Tariff of which this is a part.

ELECTRICITY CONSUMPTION TAX

All customers shall be obligated to pay the Electricity Consumption Tax in accordance with New Hampshire Statute RSA Chapter 83-E, which may be revised from time to time, in addition to all other applicable rates and charges under this Tariff. The Electricity Consumption Tax shall appear separately on all customer bills.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff.

TERM OF CONTRACT

Service under this Schedule shall be for an initial period of one year with automatic one year extensions thereafter until cancelled by either the Customer or the Company giving to the other notice in writing at least 30 days in advance.

SPECIAL PROVISIONS

(a) Hours of Operation

Approximate hours of operation will be from one-half hour after sunset to one-half hour before sunrise.

(b) Lamp Replacement

The Company shall replace defective lamps as promptly as possible during regular working hours, after having been advised as to the need of such replacement by the Customer.

(c) Change of Location

The Company will, at the expense to the Customer, change the location of such fixtures as the Customer may order.

OUTDOOR LIGHTING SERVICE
SCHEDULE OL (continued)
(Effective December 1, 2002)

(d) Change of Fixture

The Company will change the type of lighting fixture at the Customer's request, but may require the Customer to reimburse the Company for all or part of the depreciated cost of the retired equipment including installation and cost of removal, less any salvage value thereon.

(e) Conversion to HPS

If a Customer requests multiple conversions of fixtures from Mercury Vapor to High Pressure Sodium, the Company may, in addition to the provisions of section (d) above, require the Customer to pay all or a portion of the costs of the conversions.

(f) Suspended Service

At a Customer's request, a lamp may be temporarily disconnected in which case the customer will not be billed an Energy Charge for that lamp. The Company may continue to bill the Monthly Luminaire charge for the lamp. In addition, an account restoration charge as defined in the Terms and Conditions for Distribution Service, Appendix A, will apply for each visit to the Customer's premises for the purposes of reconnecting a lamp.

(g) New Customer at Existing Locations

A new Customer may assume the contract for an existing street lighting service without signing a new contract provided that all previous bills for that service are paid and provided that there has been no interruption in service.

(h) Permits

The Customer shall provide, without cost to the Company, all permits, consents or easements necessary for the erection, maintenance and operation of the Company's facilities including the right to cut and trim trees where necessary.

(i) Additional Equipment

Lighting installations requiring new poles and overhead conductors, or lighting units mounted on ornamental standards connected to an underground distribution circuit will be available only under the following provisions:

1. When the Customer signs an agreement under which he agrees to pay each month an additional charge of 2.0 percent of the excess cost of the facilities to cover fixed charges

OUTDOOR LIGHTING SERVICE
SCHEDULE OL (continued)
(Effective December 1, 2002)

thereon and operations and maintenance thereof. Such agreements shall have a minimum term of ten years whenever more than four (4) luminaires are so installed.

2. When the Customer pays the Company the total excess cost of the facilities and agrees to reimburse the Company for all the maintenance thereon.

3. To governmental agencies who sign an agreement for a period of ten years and pay the Company the total excess cost of the facilities and, in addition pay annually 5.0 percent annually of the total excess cost to cover the operation, maintenance, and limited replacements thereof. The net additional excess cost of facilities replacements will become part of the total excess costs. Excess cost is defined as being the cost in excess of that which would have been incurred had the lights been mounted on existing poles and supplied from existing conductors.

(j) Failure of Lights to Burn

If any lights fail to burn the full period herein provided, then upon request, a deduction will be made from the monthly price of such lights provided they are not burning within 72 hours from the time the Company is notified of the outage. The deduction shall be the annual price of the light multiplied by the ratio that the period of such outage bears to the total annual burning time as herein indicated. This deduction shall not apply in case the failure of the lights to burn is due to the act of any public authority or to malicious breakage; provided however, that in the latter case the necessary repairs are made with reasonable dispatch.

(k) Limitation of Service

The Company reserves the right to restrict installations served under this Schedule to those which will yield a reasonable return to the Company and to areas easily accessible by a service truck.

TARIFF PROVISION

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is a part of this rate.

INTERIM FUEL AND PURCHASED POWER CHARGES
SCHEDULE IFPPC
(To Be Applied for the Period from December 1, 2002 to April 30, 2003.)

Interim Fuel and Purchased Power Charges ("IFPPC") shall be billed by the Company to all customers for the period from December 1, 2002 to April 30, 2003. The purpose of these interim charges is to recover the Company's Fuel and Purchased Power Expense during the period prior to the Choice Date while implementing the rate design established in Docket DE 01-247. Choice Date is defined as the date on and after which all the Company's customers are allowed to choose competing electric energy suppliers. The target for Choice Date is May 1, 2003. The charges are as follows:

Rate Class	IFPPC
D	$0.06929 per kWh
D - Controlled Off-Peak Water Heating	$0.06929 per kWh
G2	$2.37 per kW and $0.06171 per kWh
G2 - kWh meter	$0.07078 per kWh
G2 - Quick Recovery Water Heating and/or Space Heating	$0.07078 per kWh
G2 - Controlled Off-Peak Water Heating	$0.07078 per kWh
G1	$3.49 per kVA and $0.05754 per kWh
OL	$0.06223 per kWh

In the interim period defined in this rate schedule, monthly Fuel and Purchased Power Expense will be equal to the wholesale fuel, base energy, and demand charges billed by Unitil Power Corp. Monthly Fuel and Purchased Power Revenue will be equal to the revenues collected by the Company on the basis of the charges listed above.

Monthly Fuel and Purchased Power Revenue will be fully reconciled with monthly Fuel and Purchased Power Expense, including interest on any over- or under-recoveries. The reconciliation shall include Concord Electric Company's and Exeter & Hampton Electric Company's fuel and purchased power balances as of November 30, 2002 and any associated prior period adjustments. Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one interest rate is reported, the average of the reported rates shall be used. The final balance at the end of the interim period shall be included in the Stranded Cost Charge account as indicated in Schedule SCC.

If Choice Date does not occur on May 1, 2003, the Company may extend the IFPPC with Commission approval or file revised charges with the Commission for approval.

STRANDED COST CHARGES
SCHEDULE SCC

The Stranded Cost Charges ("SCC"), as specified on Page 71, Calculation of the Stranded Cost Charges, shall be billed by the Company to all customers taking Delivery Service from the Company. The purpose of the SCC is to recover Contract Release Payments billed to the Company by Unitil Power Corp. under the FERC-approved Amended Unitil System Agreement. The SCC shall also include the Transition Service Charge balance at the end of the Transition Period and the Final fuel and purchased power balances including any associated prior period adjustments.

The SCC shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over- or under-recoveries occurring in prior year(s). Except as specified below, interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one interest rate is reported, the average of the reported rates shall be used. For the period July 1, 2003 through April 30, 2005, the annual interest rate applicable to the net fuel and purchased power undercollection of $8,555,838 shall be 1.85%, in accordance with Order No. 24,188 in DE 03-086. The Company may file to change the SCC at any time should significant over- or under-recoveries occur or be expected to occur.

Any adjustment to the SCC shall be in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Commission may authorize. The annual adjustment to the SCC for each class shall be derived in the same manner as that provided by Page 65, Calculation of the Stranded Cost Charge.

CALCULATION OF THE STRANDED COST CHARGE

Uniform per kWh Charge

1.	(Over)/under Recovery - Beginning Balance April 2004	($1,905,476)
2.	Estimated Total Costs (May 2004 - April 2005)	$17,457,585
3.	Estimated Interest (April 2004 - May 2005)	($39,209)
4.	Costs to be Recovered (L.1 + L.2 + L.3)	$15,512,901
5.	Estimated Deliveries in kWh (May 2004 - April 2005)	1,275,317,388
6.	Stranded Cost Charge ($/kWh) (L.4 / L.5)	$0.01216

Development of Class Stranded Cost Charge

Class D, D - Controlled Off Peak Water Heating, G2 - kWh meter,
G2 - Quick Recovery Water Heat and/or Space Heat,
G2 Controlled Off Peak Water Heating, OL

7.	Stranded Cost Charge ($/kWh) (L.6)	$0.01216
8.	Fuel and Purchased Power Undercollection ($/kWh) (3)	$0.00387
9.	Stranded Cost Charge ($/kWh) (L.7 + L.8)	**$0.01603**

Class G2

10.	Stranded Cost Charge ($/kW) (1)	**$2.37**
11.	Estimated - G2 Deliveries in kW (May 2004 - April 2005)	1,371,474
12.	Estimated - G2 Demand Revenue (May 2004 - April 2005) (L.10 * L.11)	$3,250,393
13.	G2 Energy Revenue (May 2004 - April 2005) (2)	$1,069,802
14.	Estimated - G2 Deliveries in kWh (April 2004 - May 2005)	355,279,220
15.	Stranded Cost Charge ($/kWh) (L.13 / L.14)	$0.00301
16.	Fuel and Purchased Power Undercollection ($/kWh) (3)	$0.00387
17.	Stranded Cost Charge ($/kWh) (L.15 + L.16)	**$0.00688**

Class G1

18.	Stranded Cost Charge ($/kVA) (1)	**$3.49**
19.	Estimated G1 Deliveries in kVA (May 2004 - April 2005)	1,108,046
20.	Estimated G1 Demand Revenue (May 2004 - April 2005) (L.18 * L.19)	$3,867,080
21.	G1 Energy Revenue (May 2004 - April 2005) (2)	$950,237
22.	Estimated G1 Deliveries in kWh (May 2004 - April 2005)	396,160,949
23.	Stranded Cost Charge ($/kWh) (L.21 / L.22)	$0.00240
24.	Fuel and Purchased Power Undercollection ($/kWh) (3)	$0.00387
25.	Stranded Cost Charge ($/kWh) (L.23 + L.24)	**$0.00627**

(1) Stranded Cost Demand Charge set based on a total demand charge cap (Distribution Demand and Stranded Cost Demand Charge) of $8.50 per kW for G2 and $8.14 per kVa for G1.
(2) Total estimated revenue based on Uniform per kWh Charge of $0.01216 less estimated demand charge revenue
(3) Reflects prior period fuel and purchased power under-recovery of $0.00387/kWh for the period July 1, 2003-April 30, 2005.

Authorized by NHPUC Order No. 24,320 in Case No. DE 04-041 dated May 3, 2004

EXTERNAL DELIVERY CHARGE
SCHEDULE EDC

The External Delivery Charge ("EDC"), as specified on Page 73, Calculation of the External Delivery Charge, shall be billed by the Company to all customers taking Delivery Service from the Company. The purpose of the EDC is to recover, on a fully reconciling basis, the costs billed to the Company by Other Transmission Providers as well as third party costs billed to the Company for energy and transmission related services as specified herein.

The EDC shall include 1) charges billed to the Company by Other Transmission Providers as well as any charges relating to the stability of the transmission system which the Company is authorized to recover by order of the regulatory agency having jurisdiction over such charges, 2) transmission-based assessments or fees billed by or through regulatory agencies, 3) costs billed by third parties for load estimation and reconciliation and data and information services necessary for allocation and reporting of supplier loads, and for reporting to, and receiving data from, ISO New England, 4) legal and consulting outside service charges incurred in the future acquisition of Transition Service and Default Service supplies and related to the Company's transmission and energy obligations and responsibilities, including legal and regulatory activities associated with the independent system operator ("ISO"), New England Power Pool ("NEPOOL"), regional transmission organization ("RTO") and Federal Energy Regulatory Commission ("FERC"), 5) the costs of Administrative Service Charges billed to the Company by Unitil Power Corp. under the FERC-approved Amended Unitil System Agreement, and 6) the Restructuring Surcharge balance upon its termination. For purposes of this Schedule, "Other Transmission Provider" shall be defined as any transmission provider and other regional transmission and/or operating entities, such as NEPOOL, a regional transmission group ("RTG"), an ISO, and their successors, or other such body with the oversight of regional transmission, in the event that any of these entities are authorized to bill the Company directly for their services.

The EDC shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over- or under-recoveries occurring in prior year(s). Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one interest rate is reported, the average of the reported rates shall be used. The Company may file to change the EDC at any time should significant over- or under-recoveries occur or be expected to occur.

Any adjustment to the EDC shall be in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Commission may authorize. The annual adjustment to the EDC shall be derived in the same manner as that provided by Page 73, Calculation of the External Delivery Charge.

CALCULATION OF THE EXTERNAL DELIVERY CHARGE

1. (Over)/under Recovery - Beginning Balance May 2004	$73,965
2. Estimated Total Costs (May 2004 - April 2005)	$5,206,827
3. Estimated Interest (May 2004 - April 2005)	$4,419
4. Costs to be Recovered (L.1 + L.2 +L.3)	$5,285,210
5. Estimated Total Deliveries in kWh (May 2004 - April 2005)	1,275,317,388
6. External Delivery Charge ($/kWh) (L.4/L.5)	$0.00414

Authorized by NHPUC Order No. 24,320 in Case No. DE 04-041 dated May 3, 2004

SYSTEM BENEFITS CHARGE
SCHEDULE SBC

A System Benefits Charge ("SBC") shall be billed by the Company to all customers taking Delivery Service from the Company. The purpose of the SBC is to recover, on a fully reconciling basis, the cost of 1) the statewide low income electric assistance program ("LI-EAP") provided by the Company and 2) the Company's energy efficiency programs.

The portion of the SBC covering the LI-EAP shall include all approved costs associated with the development and administration of the LI-EAP. These costs include program discounts, approved implementation and administrative costs, costs associated with the LI-EAP billed to the Company by third parties, and amortization of arrearages retired under the LI-EAP.

The low income electric assistance plan portion of the System Benefits Charge shall be set at $0.00120 per kilowatt-hour effective October 1, 2002 and shall remain in effect unless a different charge is approved by the Commission. The Company shall collect the low-income portion of the SBC, apply the program discounts to participant bills and deduct any authorized costs. Any remaining balance shall be submitted to the State Treasurer's Office. In the event that a shortfall exists, the Company shall submit a request for reimbursement.

The portion of the SBC covering energy efficiency program costs shall include program costs and performance incentives. This portion of the SBC shall also include the Company's final Conservation Charge balances including any associated prior period adjustments.

The energy efficiency portion of the System Benefits Charge shall be set at $0.00180 per kilowatt-hour effective June 1, 2002 and shall remain in effect unless a different charge is approved by the Commission. The Company shall reconcile its energy efficiency program costs on an annual basis. Any difference between actual costs and revenues collected, including interest, shall be added to or subtracted from the budget for the following calendar year. If actual amounts are not available for any period, they shall be estimated for purposes of the above calculation and adjusted the following year based on actual data.

Interest hereunder shall be calculated based on the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in the Wall Street Journal on the first business day of the month preceding the calendar quarter; if more than one rate is reported the average of the reported rates shall be used.

RESTRUCTURING SURCHARGE
SCHEDULE RS
(To Be Effective December 1, 2002.)

A Restructuring Surcharge ("RS") of $0.00100 per kWh shall be billed by the Company to all customers taking Delivery Service from the Company. The RS is a temporary rate for the purpose of recovering the costs of legal, consulting, and outside services associated with the planning, development and implementation of the restructuring of Concord Electric Company, Exeter & Hampton Electric Company, Unitil Power Corp. ("UPC") and Unitil Energy Systems, Inc. ("UES") (collectively the "Companies") including: (1) the transaction costs of the merger and combination of the Companies into a single distribution utility, (2) the rate case costs, including the development of new unbundled rates and tariffs for UES for distribution charges, stranded costs, transition service, and other rate reconciliation mechanisms, 3) the restructuring costs, including the restructuring of the Companies' power supply to allow for retail choice, the divestiture of the UPC resource portfolio, and the initial solicitation and acquisition of transition service and default service.

The initial estimate of the costs to be recovered is $2,761,000. Final costs included in the RS will be subject to the final review and audit of the Commission, including the demonstration by the Company of net customer benefits with respect to the transaction costs of the merger and combination referenced in item (1) above. The RS of $0.00100 per kWh is intended to recover the costs over a period of approximately two years. The revenue collected will be fully reconciled with the costs incurred, including interest on any over- or under- recoveries. Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one interest rate is reported, the average of the reported rates shall be used. The RS shall terminate when all costs are collected. Upon termination, the final balance including any associated prior period adjustments shall be included in the External Delivery Charge account.

TRANSITION SERVICE
SCHEDULE TS

AVAILABILITY

This Schedule is for energy supply service only, to be provided by the Company for the Transition Period, a period commencing on May 1, 2003, and extending through April 30, 2006 for all rate classes except G1 ("Non-G1" class) and through April 30, 2005 for the G1 class. Transition Service for the G1 class may be extended for one year after evaluation of the status of competitive markets. Customers taking service hereunder must also take service under one of the Company's Delivery Service Schedules.

Except as provided herein, Transition Service shall be available under this Schedule at the customer's option to all customers taking service from the Company on May 1, 2003 and to new customers who sign up for service during the Transition Period. All Transition Service customers shall be eligible to choose a Competitive Supplier or to self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172) at any time. A Customer who has taken energy supply service from a Competitive Supplier or who has self-supplied shall not be eligible to return to Transition Service but shall be eligible for energy supply service provided by the Company under its Default Service Schedule.

Notwithstanding any other restriction on the availability of Transition Service, a residential customer shall be eligible to take service hereunder throughout the Transition Period if the customer can provide the Company with evidence of their eligibility in any of the following low income or general assistance programs: LI-EAP - Statewide Low-Income Electric Assistance Program (NHPUC Order No. 23,980), Fuel Assistance, TANF - Temporary Assistance for Needy Families and Individuals, SSI - Supplemental Security Income, APTD - Aid to the Permanently and Totally Disabled, ANB - Aid to the Needy Blind, OAA - Old Age Assistance, Subsidized School Lunch Programs, Title XX Day Care Programs, Food Stamps, Medicaid, Subsidized Housing, WIC - Women, Infant and Children Program. Customers so documented may terminate service hereunder and recommence such service at any time during the Transition Period. Low income customers, as defined herein, will automatically be placed by the Company on the lowest cost service (Transition Service or Default Service), unless such Customer is taking service from a Competitive Supplier or self-supplying.

CHARACTER OF SERVICE

Electricity will be supplied with the same characteristics as specified in the applicable Delivery Service Schedules.

TRANSITION SERVICE CHARGE

The Transition Service Charge ("TSC"), as specified on Page 79, Calculation of the Transition Service Charge, shall be $0.05148 per kWh for all rate classes except G1 ("Non-G1" class) and $0.05236 per kWh for G1 for the period beginning on May 1, 2003 and ending on April 30, 2004.

Authorized by NHPUC Order No. 24,172 in Case No. DE 03-007, dated May 16, 2003.

TRANSITION SERVICE
SCHEDULE TS (continued)

Thereafter, the TSC shall be as determined below.

DETERMINATION OF CHARGE

Consistent with the TSC calculation for May 1, 2003 through April 30, 2004, the TSC for the periods May 1, 2004 through April 30, 2005 and May 1, 2005 through April 30, 2006 shall be calculated separately for Non-G1 and G1 classes, incorporating losses. The TSC shall be established annually based on a forecast of Transition Service costs, and shall include a full reconciliation with interest for any over-or-under-recoveries occurring in prior year(s).

Separate reconciliation of costs and revenues for each class shall be performed for the entire Transition Service period. Transition Service costs shall include wholesale supplier charges and a provision for uncollectible accounts, attributed to Transition Service. Costs of uncollectible accounts shall be allocated to the Non-G1 and G1 classes based on kWh.

The Company is providing Transition Service under a wholesale contract for the next 2-3 years at the following wholesale prices:

	Non-G1 Class	G1 Class
May 1, 2003 – April 30, 2004	4.761¢/kWh	4.991¢/kWh
May 1, 2004 – April 30, 2005	4.916¢/kWh	5.154¢/kWh
May 1, 2005 – April 30, 2006	5.227¢/kWh	

Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one rate is reported, the average of the reported rates shall be used. The Company may file to change the Transition Service Charge at any time should significant over-or-under recoveries occur or are expected to occur. Final balances at the end of the Transition Service Period shall be included in the Company's Stranded Cost Charge account.

Any adjustment to the TSC shall be made in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Commission may authorize. The annual adjustment to the TSC shall be derived in the same manner as that provided by Page 79, Calculation of the Transition Service Charge.

TRANSITION SERVICE
SCHEDULE TS (Continued)

TERMS OF PAYMENT

The charges for service under this Schedule are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is part of this Tariff.

TERM OF CONTRACT

The Term of Contract for this Schedule shall be for a period beginning on the date service hereunder is first taken and ending on the earlier of April 30, 2006 for the Non-G1 class and April 30, 2005 for the G1 class, or the date customer terminates service upon notice to the Company in accordance with the following provision.

SWITCHING TO A COMPETITIVE SUPPLIER OR SELF-SUPPLY

A. On Next Scheduled Meter Read Date

The Company will normally switch a customer to a Competitive Supplier or self-supply upon the request of the customer as of the next scheduled meter read, provided that notice of the change to a Competitive Supplier or self-supply was received by the Company not less than two business days before that next scheduled meter read date. There shall be no charge for switching from Transition Service to a Competitive Supplier or self-supply if such a notice is given.

B. Prior to the Next Scheduled Meter Read Date

If switching to a Competitive Supplier or self-supply before the next scheduled meter read is requested, the Company at its sole discretion and upon agreement by the customer to pay the applicable fee pursuant to Section II. 10 of the Terms and Conditions for Distribution Service, will terminate Transition Service with an unscheduled, special meter read.

TARIFF PROVISIONS

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is part of this Schedule.

Authorized by NHPUC Order No. 24,172 in Case No. DE 03-007, dated May 16, 2003.

CALCULATION OF THE TRANSITION SERVICE CHARGE

Non-G1

1. (Over)/under Recovery - Beginning Balance May 2004	$2,110,678
2. Estimated Total Costs (May 2004 - April 2005)	$46,670,349
3. Estimated Interest (May 2004 - April 2005)	$42,770
4. Costs to be Recovered (L.1 + L.2 + L.3)	$48,823,797
5. Estimated Deliveries in kWh (May 2004 - April 2005)	879,156,439
6. Non-G1 Transition Service Charge ($/kWh) (L.4 / L.5)	$0.05553

G1

1. (Over)/under Recovery - Beginning Balance May 2004	$421,096
2. Estimated Total Costs (May 2004 - April 2005)	$21,393,159
3. Estimated Interest (May 2004 - April 2005)	$8,453
4. Costs to be Recovered (L.1 + L.2 + L.3)	$21,822,707
5. Estimated Deliveries in kWh (May 2004 - April 2005)	396,160,949
6. G-1 Transition Service Charge ($/kWh) (L.4 / L.5)	$0.05509

Authorized by NHPUC Order No. 24,320 in Case No. DE 04-041 dated May 3, 2004

DEFAULT SERVICE
SCHEDULE DS

AVAILABILITY

This Schedule is for energy supply service only, to be provided by the Company commencing on May 1, 2003. Customers taking service hereunder must also take service under one of the Company's Delivery Service Schedules.

Default Service shall be available under this Schedule to customers that are not taking Transition Service, or customers that return to utility-provided energy supply service after receiving energy supply service from a Competitive Supplier or self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172) and that are ineligible to take Transition Service, or those Customers whose energy to be provided by a Competitive Supplier or self-supply does not reach the Company's distribution system for any reason. All of the Company's Delivery Service customers not then taking energy supply service from a Competitive Supplier or self-supply will be transferred to Default Service as of May 1, 2006.

CHARACTER OF SERVICE

Electricity will be supplied with the same characteristics as specified in the applicable Delivery Service Schedules.

DEFAULT SERVICE CHARGE

The Default Service Charge ("DSC") shall be set equal to the Transition Service Charge for the corresponding rate class (Non-G1 and G1) from May 1, 2003 until such time as independent Default Service solicitations have been completed, except for the months of June, July, and August for the G1 class. In these months, the DSC for G1 shall be equal to the G1 Transition Service Charge plus 1.5 cents per kWh, adjusted for losses. The Default Service Charges for each class are specified on Page 83. After one year, independent solicitations will be conducted for the Non-G1 and G1 classes when their respective Default Service load requirements exceeds 5MW.

At that time, the Default Service Charge shall be as determined below.

DETERMINATION OF CHARGE

Beginning on the first day of November or May immediately following the completion of a Default Service solicitation as contemplated in the prior paragraph, the DSC shall be based on the cost of Default Service secured from the market. The DSC shall be established based on a forecast of Default Service costs.

Authorized by NHPUC Order No. 24,172 in Case No. DE 03-007, dated May 16, 2003.

DEFAULT SERVICE
SCHEDULE DS (continued)

Separate reconciliation of costs and revenues for each class shall be performed for the initial period when the DSC is set equal to the Transition Service Charge and thereafter. Over- or under-recoveries occurring in prior year(s), including interest, shall be credited or charged to customers in accordance with Commission Rules. Default Service costs shall include wholesale supplier charges, and a provision for uncollectible accounts attributed to Default Service. Costs of uncollectible accounts shall be allocated to the Non-G1 and G1 classes based on kWh. Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one rate is reported, the average of the reported rates shall be used.

Any adjustment to the DSC shall be in accordance with a notice filed by with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Commission may authorize.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff.

TERM OF CONTRACT

There is no specified term for service hereunder. Switching between optional energy supply services shall be in accordance with provisions contained in the schedules for such services.

SWITCHING TO A COMPETITIVE SUPPLIER OR SELF-SUPPLY

A. On Next Scheduled Meter Read Date

The Company will normally switch a customer to a Competitive Supplier or self-supply upon request of a customer as of the next scheduled meter read, provided that notice of the change to a Competitive Supplier or self-supply was received by the Company not less than two business days before that next scheduled meter read date. There shall be no charge for switching from Default Service to a Competitive Supplier or self-supply if such a notice is given.

Authorized by NHPUC Order No. 24,172 in Case No. DE 03-007, dated May 16, 2003.

DEFAULT SERVICE
SCHEDULE DS (continued)

B. Prior to the Next Scheduled Meter Read Date

If switching to a Competitive Supplier or self-supply before the next scheduled meter read is requested, the Company at its sole discretion and upon agreement by the customer to pay the applicable fee pursuant to Section II. 10 of the Terms and Conditions for Distribution Service, will terminate Default Service with an unscheduled meter read.

TARIFF PROVISIONS

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is part of this Schedule.

CALCULATION OF THE DEFAULT SERVICE CHARGE

Non-G1

Default Service Charge	$0.05553 (1)

G1

Default Service Charge (except June, July, & August)	$0.05509
Default Service Charge (June, July, & August)	$0.07078 (3)

(1) The Non-G1 Default Service Charge shall be equal to the Non-G1 Transition Service Charge of $0.05553/kWh.
(2) The G1 Default Service Charge shall be equal to the G1 Transition Service Charge of $0.05509/kWh.
(3) The G1 Default Service Charge in June, July & August =
Default Service Charge + ($0.01500/kWh * (1 + G1 Line Loss Factor)

Where:
Default Service Charge = $0.05509/kWh
G1 Class Line Loss Factor = 4.628%

Authorized by NHPUC Order No. 24,320 in Case No. DE 04-041 dated May 3, 2004

RATES APPLICABLE TO QUALIFYING FACILITIES
SCHEDULE QF
(Effective December 1, 2002)

AVAILABILITY

The Company will purchase electricity from and provide certain service to any small power producer, cogenerator, or limited electrical energy producers (collectively referred to as a "Qualifying Facility" or, "QF") in its service territory as required by the New Hampshire Limited Electrical Energy Producer Act, N.H. RSA 362-A (LEEPA), or the Federal Public Utility Regulatory Policies Act Section 210 (PURPA).

PURCHASE RATES

Rates for Qualifying Facilities 1 MW or Greater

Qualifying Facilities that have a design capacity of 1 MW or greater shall have their output metered and purchased at rates equal to the payments received by the Company from the ISO power exchange, net of all charges imposed by the ISO for such output, for the hours in which the Qualifying Facility generated electricity in excess of its requirements.

Rates for Qualifying Facilities Less Than 1 MW

Qualifying Facilities with a design capacity less than 1 MW, shall have their output metered and purchased at rates equal to the arithmetic average of the Short-Run Energy rate in the calendar month, net of all charges imposed by the ISO for such output, for the KWH which the Qualifying Facility generated electricity in excess of its requirements. The Short-Run Energy rate is the hourly market-clearing price for energy as determined by the ISO and its successors.

Net Metering - Rates for Qualifying Facilities 25 kW or Less

Projects 25 kilowatts and under using solar, wind and/or hydro generation shall have the option of being served under Net Energy Metering as specified by NH RSA 362-A:9 and NHPUC Rules Chapter Puc 900, Net Metering For Customer-Owned Renewable Energy Generation Resources of 25 Kilowatts or Less.

Rates for Capacity and Reserves-Related Products

The Company shall make payments to a Qualifying Facility for capacity and/or reserves-related products if the sale is recognized by NEPOOL as a capacity and/or reserves-related product sale. The Company shall pay rates equal to the payments received for the sale of any

RATES APPLICABLE TO QUALIFYING FACILITIES
SCHEDULE QF (continued)
(Effective December 1, 2002)

capacity and/or reserves-related products associated with such Qualifying Facility output to the ISO power exchange, net of all charges imposed by the ISO.

Line Losses

Energy for purchases shall be adjusted to reflect the costs or savings in line losses that result from purchases from the Qualifying Facility. Because the appropriate line loss factor and adjustment may be unique to each interconnection, the Company will adjust the line loss factor on a case by case basis.

PAYMENT

Payment by Company for Power Supplied

A Qualifying Facility selling power to the Company may choose to receive a check from the Company as payment for power supplied or may have payment credited towards its bill from the Company.

Payment by Customer for Interconnection Costs

The Qualifying Facility shall pay all incremental interconnection costs that are a direct result of connecting the Customer's power production equipment to the Company's distribution system, including the cost of engineering studies that will be used to provide a more accurate assessment of interconnection costs. The Company's procedures for interconnection studies and cost estimates are set forth in Section V of Unitil Interconnection Requirements for Customer Owned Generation. The incremental cost of interconnection, including the cost of engineering studies, shall be paid in advance of any work undertaken by the Company.

The incremental cost of interconnection includes the costs of installation, equipment, operations and maintenance expense, property taxes, insurance, and all incremental modifications to the distribution and transmission system to the extent such incremental modifications are for the sole benefit of the customer-generator and are necessary to incorporate the Customer's generation into the Company's distribution system. Costs of system improvements and equipment installed to provide retail service to the Customer consistent with the Company's Terms and Conditions for Distribution Service shall be excluded from the incremental cost of interconnection.

RATES APPLICABLE TO QUALIFYING FACILITIES
SCHEDULE QF (continued)
(Effective December 1, 2002)

INTERCONNECTION STANDARDS

The Company's interconnection standards for Qualifying Facilities located within its service territory are set forth in Unitil Interconnection Requirements for Customer Owned Generation. These standards for interconnection shall apply to all new Qualifying Facility interconnections in the Company's service territory, except that nothing contained herein is intended to replace or supercede any interconnection requirements or standards of the Independent System Operator (ISO New England) or the Federal Energy Regulatory Commission (FERC).

RATE FOR OTHER ELECTRICAL SERVICES

The Company shall, upon request by a Qualifying Facility, supply to a Qualifying Facility supplementary, back-up, maintenance, and interruptible power under the rate schedules applicable to all customers for such service, regardless of whether they generate their own power. Where it is possible for a Qualifying Facility to receive this service under the applicability clauses of more than one rate schedule, the Qualifying Facility may choose the rate schedule under which it will be served.

INDEMNIFICATION

The Qualifying Facility shall defend, indemnify and hold the Company harmless from and against all claims for damage to the Qualifying Facility's equipment or damage or injury to any person or property arising out of the Qualifying Facility's use of generating equipment in parallel with the Company's own system; provided that nothing in this paragraph shall relieve the Company from liability for damages or injury caused by its own willful default or willful neglect.

TARIFF PROVISIONS

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is part of this Schedule.

LOAD RESPONSE PROGRAM
SCHEDULE LR
(Effective December 1, 2002)

AVAILABILITY

This schedule is available to Customers meeting the criteria of the Independent System Operator of New England ("ISO-NE") Load Response Program(s), collectively ("LRP"), approved by the Federal Energy Regulatory Commission ("FERC"), as amended from time to time. Interested Customers may enroll with the Company or any other NEPOOL Participant ("Participant"), subject to the provisions of the LRP in effect at the time.

CUSTOMER REQUIREMENTS

Customers participating in a LRP with the Company will be required to complete a Service Agreement and install additional required metering software, telephone lines, internet connections and other equipment necessary to participate in the LRP. Incremental equipment and other fees and costs of participation in the LRP may also be the responsibility of the Customer.

INTERRUPTION REQUIREMENTS

Customers wishing to participate in the LRP will be required to meet all the criteria for load interruptions set forth by the LRP.

COMPENSATION

The Company shall compensate the Customer for electric demand reductions by paying to the Customer an amount for each electric demand reduction equal to the amount paid to the Company by the ISO-NE for said reduction. The Company shall make the required payment by crediting the Customer's electric account within 45 days of the date of the Company's receipt of payment from the ISO-NE.

The Company makes no further representation as to a) the amount that shall be paid to the Customer as compensation for electric demand reductions hereunder; or b) when such payment shall be made. All payments shall be determined by ISO-NE in accordance with the LRP.

TARIFF PROVISIONS

The Company's complete Tariff, where not inconsistent with any specific provisions hereof, is a part of this Schedule.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT

This Agreement made this ___ day of _____, 200_ , between _____, a New Hampshire corporation with a principal place of business at ("Company") and _____, a _____ corporation with a principal place of business at _____ ("Supplier").

I. Basic Understandings

Company has the authority and obligation under New Hampshire's Electric Utility Restructuring Law and the Report of the Electronic Data Interchange Working Group ("EDI Working Group Report"), and the Company's Terms and Conditions for Competitive Suppliers approved by the New Hampshire Public Utilities Commission ("Commission") to perform services for competitive suppliers of electricity. The EDI Working Group Report requires the Supplier to enter into a trading partner agreement 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 Supplier in accordance with the terms of this Agreement.

This Agreement has been developed for use between Company and Supplier, and may not be waived, altered, amended, or modified, except as provided herein. Exhibit A, attached

hereto and incorporated herein by reference, includes 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 & Conditions or the EDI Working Group Report.

III. Term

This Agreement shall become effective on the date hereof ("Effective Date") and shall continue in full force and effect unless terminated by either party by written notice given no less than 60 days prior to the scheduled termination date, except as provided in Sections VI and XII of this Agreement. Notwithstanding the Effective Date, 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. Notwithstanding the foregoing, the parties agree to abide by all items of this Agreement during the processing of any outstanding transactions through completion.

IV. Conditions Precedent

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

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

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

B. Supplier shall register with the Commission.

C. If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company a complete schedule of Supplier's relevant rates and pricing options for Generation Service in an electronic format acceptable to Company, at Company's option, no less that ten (10) business days prior to initial Customer enrollment for any such rate or prior to a change in Supplier's existing rates or five (5) business days prior to a change in rate pricing options.

D. Prior to Customer enrollment, Supplier shall participate in supplier training and successfully complete testing with the Company of the Electronic Data Interchange ("EDI") transactions as specified in the EDI Working Group Report and any other applicable EDI Working Group standards published under the direction of the EDI Working Group.

E. For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; provided, however, that in the event Supplier intends to terminate its third-party arrangement for EDI services, Supplier shall provide Company 60-days prior written notice of such intent to terminate.

V. Representations

Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, and Commission orders or regulations during the term of this Agreement.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Each person executing this Agreement for 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.

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.

VI. Supplier's Responsibilities

Supplier shall notify Company within twenty-four (24) hours in writing if its authority to provide competitive electric services in New Hampshire is revoked or otherwise suspended or modified by the Commission in a way that affects this agreement. Failure of Supplier to maintain its registered status with the Commission shall be grounds for termination of this Agreement by Company.

Supplier must either (i) be a NEPOOL Participant having its own Settlement Account, or (ii) have an agreement in place with a NEPOOL Participant whereby the NEPOOL Participant

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

agrees to include the load to be served by the Supplier in such NEPOOL Participant's Settlement Account. Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company has no knowledge, and that will render Supplier or its agent unable to maintain the status with NEPOOL required to serve load. Upon such notice or upon the occurrence of such an event, Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs.

Supplier shall update Exhibit B within five (5) business days of changes in any information contained therein.

Supplier acknowledges the Company will select and may change from time to time the Value Added Network ("VAN") or other electronic transmission vehicle used by the Company. Supplier shall be responsible for the payment of all VAN or other electronic transmittal cost.

Supplier acknowledges that, unless otherwise agreed, Company will not include preexisting Supplier balances on Consolidated Billing for newly enrolled Customers.

VII. Company Services

The Company shall provide Distribution Service pursuant to the Company's Tariff. In the event the terms of this Agreement conflict with those of the Tariff, the terms of the Tariff shall govern.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

A. Billing Services

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

i. Consolidated Billing Service

In accordance with the provision of the Consolidated Billing Service Option, Company will issue a single bill for electric service. Company will use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Company agrees to provide Supplier with customer usage and billing information, in accordance with the procedures set forth in the EDI Working Group Report. Upon receipt of Customer payments, Company agrees to send a payment/adjustment transaction to the Supplier, in accordance with the procedures set forth in the EDI Working Group Report. Supplier agrees to be responsible for its own bill collections, unless otherwise specified in Exhibit A.

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 Supplier charges to be billed shall be prospective only and shall be implemented for the next bill reading, provided that: 1) Supplier notifies Company of the rate changes in

accordance with Section IV.C.; and 2) the notification includes the old and new rates, pricing options, and effective date.

ii. Standard Billing Service

In accordance with the provision of the Standard Billing Service Option, Supplier will separately bill Customers for the cost of Generation Service provided by the Supplier and collect amounts due to the Competitive Supplier from the Customer. Company agrees to provide Supplier with Customer usage information, in accordance with the procedures set forth in the EDI Working Group Report.

iii. Transaction Processing

Customer transactions will be processed in accordance with the standard formats described in the EDI Working Group Report as approved by the Commission. These transactions include but are not limited to account administration, reporting of Customer usage and billing, and reporting of Customer payments and adjustments. Any changes in these standard transactions will be in accordance with the EDI Change Control Process and must be approved by the Commission.

iv. Conditions of Billing

Customers that contact Company concerning the billed amount for Supplier Generation Service or any other Supplier issue will be referred to Supplier's customer service number identified in Exhibit B unless otherwise specified in Exhibit A. Company will not respond to

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Customer inquiries concerning generation service issues unless otherwise specified in Exhibit A. For both Standard Billing Service and Consolidated Billing Service, Supplier shall be responsible for the reporting and payment of all taxes or other fees assessed upon Generation Service by any local, state, federal or other taxing or administrative bodies.

v. Rendering of Bills (Consolidated Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for 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 Supplier's toll free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by the Commission. Outstanding Customer balances for Generation Service will be identified on the bill for up to two statement periods following the time when Supplier is no longer the Customer's current generation supplier.

vi. Billing Errors

If Supplier finds that the Company has made a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, the Supplier shall notify Company in writing and explain the nature of the error. Upon confirmation of the error, Company will re-bill the affected Customer reflecting an appropriate adjustment in the Customer's account. Similarly, if the Company discovers an error

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

that it has made, the Company shall notify Supplier in writing and explain the nature of the error. Upon confirmation of the error, an appropriate adjustment will be made on the next bill sent to the Customer. Suppliers will be notified electronically of any billing adjustment as provided by the EDI Standards. Further, as agreed between the Company and Supplier, the Company shall re-bill or adjust Customers' bills due to Supplier's errors in the next billing cycle. 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 statement to the Customer which contained the error.

vii. Payment Processing

For Customers under Consolidated Billing Services, Supplier hereby authorizes Company to process payments and apply monies in accordance with this Agreement. If a Customer pays Company less than the full amount billed, Company shall apply the payment first to amounts owed for Distribution Service, and if any payment remains, Company shall apply it to amounts owed for Generation Service.

Upon posting a received payment, Company shall notify Supplier prior to the close of the next business day that it has posted that payment, and shall send the payment to the Supplier within three (3) business days, or as otherwise specified in Exhibit A.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

B. Load Estimating and Reporting

Company shall determine Supplier's hourly loads and report such to the ISO-NE in accordance with the procedures established by ISO-NE. As agreed between the Company and the Supplier, Company shall provide Supplier with the following reports: 1) daily report of aggregated hourly usage; and 2) monthly reconciliation of Supplier aggregated load (completed Customers' meters have been read). Company will provide these reports to Supplier in a format established by the Company.

C. Additional Services

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

VIII. Fees

Fees for other services are set forth in Exhibit A. Company shall have the right to subtract fees owing to Company from Supplier from amounts Company collects on behalf of Supplier for reimbursement by Supplier of fees past 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 Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to make payment within 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. As agreed to by the Company and the Supplier the bill may also be transmitted electronically to the Supplier.

X. 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 known to be 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.

XI. 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, or, for Supplier, its registered status is revoked or refused renewal; 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

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

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 thirty (30) 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.

XII. 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, terrorism, insurrection, act of God or the public enemy, action of a court or public authority, or any other cause beyond the reasonable control of the party, which by the exercise or 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.

XIII. Liability and Indemnification

In accordance with Section VII, B of this Agreement, Company shall not be responsible for any load estimation errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

Except as provided above and in Section VII, B of this Agreement, Company and Supplier agree to indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under the Terms and Conditions. Company and Supplier agree to waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under this Agreement.

Neither the Company nor the Supplier shall be liable for any 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, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered,

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

circumstances beyond Company'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 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.

XIV. Terms and Conditions

The parties agree to act in compliance with this Agreement at all times.

XV. 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

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Sec XI. If the parties fail to resolve the dispute, they may mutually agree to pursue mediation or arbitration to resolve such issues.

XVI. Notice

All notices and other communications shall be to the Company contacts listed on the Company's website except as may expressly be provided otherwise in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. Governing Law

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

XVIII. Enforceability

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XIX. 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 Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

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 terms and conditions of this Agreement. 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.

XX. 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.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

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.

[SUPPLIER]

By_____

Title_____

[COMPANY]

By_____

Title_____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

1. **Budget and Payment Options**

Supplier acknowledges that Company offers budget and payment plans. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to the Distribution Service, and if any payment remains, the Company shall apply it to Generation Service.

2. **Summary Billing**

Supplier acknowledges that Company offers a Summary Billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to Distribution Service owed for all accounts, and if any payment remains, the Company shall apply it to Generation Service based on a predetermined cash posting sequence.

3. **Fees**

Supplier agrees to pay any fees if and as approved by the PUC. Company shall notify Supplier of the approval of any such fees, and will amend this Exhibit A as may be necessary to describe them.

4. **Holidays and Time**

Any reference made with respect to time either in this Agreement or the EDI Standards is understood to be Eastern Standard Time.

The Company observes the following holidays and will not receive or process electronic transactions on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving Day, and Christmas Day. All holidays will be the nationally observed day, or as otherwise posted by the Company.

5. **Money Transfers**

The Company will transfer payments to the Supplier by way of Automated Clearing House within three business days of the Company's receipt of payment from the Customer.

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

6. Business Continuity Plan

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

7. Company Contact

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site (www.unitil.com).

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

Supplier must fill this form out completely and return it to Company prior to entering into a trading partner agreement with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.

A. General Information (all suppliers)

1. Legal name of the supplier
_____

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

3. Supplier Address _____

4. Type of Business Entity _____

5. Supplier Customer Service phone number
_____

6. Supplier Tax Identification number
_____

7. Name of the Supplier's general contact & phone number
_____
_____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

8. Supplier's general contact facsimile number _____

9. Supplier's general contact internet address

_____

10. Name of Supplier's technical contact and phone number

_____

11. Supplier's technical contact facsimile number

_____

12. Supplier's technical contact internet address

_____

13. Supplier Dun & Bradstreet number

_____

14. Date Supplier attended New Hampshire supplier training?

_____

15. Has Supplier registered with the New Hampshire Public Utilities Commission?

_____

B. Billing and Banking Information (for Suppliers opting Consolidated Billing Service)

1. If the 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) _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

3. Routing and transit number (ABA number) _____

4. Bank account number _____

C. Value Added Network (VAN)

1. Name of VAN Provider _____

2. ISA Qualifier _____

3. ISA ID _____

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

D. Establishment of NEPOOL Tie Line

1. Name of the NEPOOL Participant in whose NEPOOL Own Load Dispatch the Supplier's load will be served

_____

2. Own Load Number (if available)

_____

3. Supplier Contact Name and phone number

_____

4. Supplier Contact facsimile number

_____

5. Supplier Contact e-mail address

_____

6. Estimated Load Transfer (kW Demand)

_____

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

_____

E. Supplier Load Allocation

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

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

(To Be Effective on Choice Date.)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

F. Notices to Supplier shall go to:

Name: _____

Address: _____

_____

Telephone: _____

Telecopier: _____

Electronic Mail: _____

Authorized Signature:_____

Name (printed or typed):_____

Title:_____

Date:_____