GREEN POWER MARKETER
MASTER BILLING SERVICES AGREEMENT

Public Service Electric and Gas Company
80 Park Plaza
Newark, New Jersey 07102

GREEN POWER MARKETER MASTER AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20__, by and between **Public Service Electric and Gas Company (**" Company"), a corporation and a public utility organized and existing under the laws of the State of New Jersey and _____, a _____ organized and existing under the laws of _____, with New Jersey Taxpayer Identification Number _____ ("Marketer"), both the Company and the Marketer hereinafter sometimes referred to collectively as the "Parties", or individually as a "Party".

WITNESSETH:

WHEREAS, the Company is a public utility engaged in the transmission, distribution and sale of electricity with a franchise to serve Customers located within certain areas of the State of New Jersey; and

WHEREAS, the Governor's Renewable Energy Task Force recommended in a Report dated April 24, 2003 that the New Jersey Board of Public Utilities ("Board" or "BPU") work with public utilities, suppliers and other stakeholders to develop a statewide program that would offer retail electric customers the option of selecting an energy product or products with a higher level of renewable energy than is required by the New Jersey Renewable Energy Portfolio Standards("RPS"); and

WHEREAS, in accordance with the Renewable Energy Task Force's recommendation, the Board convened a Green Power Choice Working Group to develop a program to allow customers the option of selecting an energy product or products with a higher level of renewable

energy than is required by the Renewable Energy Portfolio Standards set forth at N.J.A.C. 14:4-8 et seq.; and

WHEREAS, by Order dated April 13, 2005, Docket No. EO050100001 ("April 13, 2005 Order"), the Board approved the New Jersey Green Power Choice Program which allows Basic Generation Service Customers to select among multiple Green Power Marketers to purchase additional renewable resources in the form of Renewable Energy Certificates ("RECs"); and

WHEREAS, the Marketer is a licensed Green Power Marketer in the State of New Jersey, and has been issued Board License Number _____; and

WHEREAS, in accordance with the April 13, 2005 Order and the Applicable Legal Authorities, the Board directed the State's electric distribution companies ("EDCs") to provide meter data and to offer Consolidated Billing to Green Power Marketers and to execute an agreement setting forth the terms and conditions applicable to the provision of such services; and

WHEREAS, Company and Marketer hereby execute the subject Green Power Marketer Master Agreement so that metered data and, if elected by Marketer, Consolidated Billing may be provided to the Marketer by the Company; and

WHEREAS, any capitalized or abbreviated term not elsewhere defined in this Agreement will have the definition set forth in Article 1.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the Parties hereto, intending to be legally bound, hereby covenant, promise and agree as follows:

ARTICLE 1: DEFINITIONS

Applicable Legal Authorities means generally, those federal and New Jersey statutes and administrative rules and regulations that govern the electric utility industry in New Jersey.

Basic Generation Service or “BGS” means electric generation service that is provided at retail pursuant to the Applicable Legal Authorities under the Company’s retail electric tariffs, to any Customer that is not being served by a Third Party Supplier. BGS is not a competitive service and is fully regulated by the Board.

Basic Generation Service – Commercial and Industrial Energy Pricing or “BGS-CIEP” means electric generation service that is provided pursuant to the Applicable Legal Authorities at prices that include an energy charge component that varies on an hourly basis in accordance with changes in the actual real-time PJM load weighted average locational marginal price for Energy for the Company’s transmission zone under the Company’s BGS-CIEP Tariffs.

BGS-CIEP Customer means a Customer who is being served under any one of the Company’s BGS-CIEP Tariffs.

BGS-CIEP Tariffs means Rate Schedules EHEP, HEP, HTS, and LPLP to the Company’s Tariff for Electric Service.

Basic Generation Service means Fixed Pricing or “BGS-FP” – electric generation service that is provided at retail pursuant to the Applicable Legal Authorities under the Company’s BGS-FP Tariffs.

BGS-FP Customer means a Customer who is being served under any one of the Company’s BGS-FP Tariffs.

BGS-FP Tariffs means Rate Schedules RS, RHS, RLM, WH, WHS, HS,GLP, LPLS, BPL, BP-POF and PSAL to the Company’s Tariff for Electric Service.

Billing Month - one-twelfth of a year, or the period of approximately 30 days between two regular consecutive readings or estimates of the Company's meter or meters installed on the Customer's premises.

Board or BPU means the New Jersey Board of Public Utilities or its successor.

Business Day means any day on which the Company’s corporate offices are open for business.

Consolidated Billing means billing procedure whereby the Company provides one bill to a Customer containing all permitted Customer charges owing both to the Company and to the Marketer for electric service, as well as all regulatory information and notice requirements.

Customer means a Company customer as defined in the Company’s retail tariffs, eligible to receive Competitive Electricity Supply from a Third Party Supplier or BGS-FP or BGS-CIEP from a BGS-FP Supplier or BGS-CIEP Supplier, respectively, in accordance with the Applicable Legal Authorities.

Dual Billing means billing procedure whereby the Company provides a bill to the Customer containing the Company's charges and the Marketer provides a bill to the Customer containing the Marketer's charges.

Electronic Data Interchange or "EDI" means the mechanism for exchanging Customer data between Company and Green Power Marketer..

Energy means electricity.

FERC means the Federal Energy Regulatory Commission.

Green Power Choice Program means a program approved by the Board by Order dated April 13, , 2005, Docket no. EO05010001which allows Basic Generation Service Customers to select among multiple Green Power Marketers to purchase additional renewable resources in the form of Renewable Energy Certificates.

Green Power Marketer or "GPM" means an entity that has been licensed by the Board to sell Renewable Energy Certificates or "RECs" within the state of New Jersey within the State of New Jersey in accordance with the Applicable Legal Authorities.

Meter Reading means the process whereby the Company records the information presented on a customer's meter. Such reading may be obtained manually, through telemetry, or by estimation, in accordance with the Company's established procedures and practices.

Renewable Energy means Energy from sources whose common characteristic is that they are non-depletable or naturally-replenishable, but flow limited. Fossil and nuclear fuels and Energy derived from these sources are not Renewable Energy.

Renewable Energy Certificate or "REC" means a bundle representing the attributes of, but that does not include, the actual Energy associated with the generation of electricity at a Renewable Energy facility.

Renewable Energy Portfolio Standards or "RPS" means those standards imposed by the BPU pursuant to N.J.S.A. 48:3-87(d) requiring that specified levels of electric power sold for the provision of Basic Generation Service will be produced from Renewable Energy resources as set forth in the Renewable Energy Portfolio Standards, N.J.A.C. 14:4-8.1 et seq., as modified or superceded, or in such other regulations of the BPU as may be adopted from time to time.

Service Territory means the geographic areas of the State of New Jersey in which the Company has a franchise to serve electric Customers.

Third Party Supplier means an electric power supplier licensed by the Board to sell electricity in the State of New Jersey in accordance with the Applicable Legal Authorities.

ARTICLE 2: GENERAL TERMS AND CONDITIONS

2.1 Agreement to Govern

The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement will govern the business relationship between the Parties hereto by which the Marketer will obtain Meter Reading data from the Company and, if the Marketer so elects, by which the Company will provide Consolidated Billing on behalf of the Marketer.

2.2 Conditions Precedent to Company Execution of Agreement

Before the Company executes this Agreement, the Marketer must fulfill the following requirements: (a) obtain a license from the Board and any other governmental approvals required for participation in the Green Power Choice Program; and (b) demonstrate to the Company's reasonable satisfaction that the Marketer is equipped with the communication capabilities necessary to comply with EDI standards for the exchange of information, which are or will be set, and may from time to time be modified, by the Board, and the implementation of which is subject to Board approval. Such conditions precedent represent ongoing obligations of the Marketer, and failure to continue to satisfy these conditions throughout the term of this Agreement will result in an Event of Default, as set forth in Article 4.2 (b) and 5 below.

2.3 Condition Precedent to Customer Switching

Before the Company gives effect to customer selection of the Marketer, the Marketer must demonstrate to the Company's satisfaction that the Marketer is equipped with the communication capabilities necessary to comply with EDI standards for the exchange of information, which are set, and may from time to time be modified, by the Board.

2.4 Communications and Data Exchange

Electronic information exchange between the Marketer and the Company under this Agreement must employ a Marketer identification number, assigned by the Company, which must be consistent with the Marketer's Dunn & Bradstreet Business number.

The Parties must be equipped with the communications capabilities necessary to comply with the standards that are set by and may, from time to time, be modified by the Board. All costs associated with the Marketer establishing such communications capabilities required by this section will be borne by the Marketer.

The Company makes no representations regarding the efficacy of the above-referenced data exchange testing/demonstration process, and will not be liable to the Marketer for any claims that inadequate, improper, or incomplete Company testing processes or testing requirements resulted in subsequent communications or data exchange difficulties.

2.5 Record Retention

The Marketer and the Company will comply with all record retention provisions of the Applicable Legal Authorities, as they are and may, from time to time, be modified.

2.6 Tariffs Incorporated

The Company's electric tariffs, as filed with the Board, including the Standard Terms and Conditions of the tariffs, are incorporated herein by reference.

2.7 Business Rules Incorporated

The Green Power Choice Program description and any applicable business rules and technical requirements adopted by the Board for the Green Power Choice Program are incorporated herein by reference.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Marketer's Representations and Warranties

The Marketer hereby represents, warrants and covenants as follows:

(a) the Marketer is a [corporation/partnership/_____] duly organized and validly existing under the laws of the State of New Jersey [or, if another jurisdiction, is duly registered and authorized to do business and is in good standing in the State of New Jersey];

(b) the Marketer has all requisite power and authority to execute and deliver this Agreement and to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder, including Board licensure as a GPM;

(c) the execution and delivery of this Agreement and the performance of the Marketer’s obligations hereunder have been duly authorized by all necessary action on the part of the Marketer and do not and will not conflict with or result in a breach of the Marketer’s charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Marketer is a Party or by which the Marketer or any of its properties is bound or subject;

(d) this Agreement is the valid and binding obligation of the Marketer, enforceable in accordance with its terms;

(e) there are no actions at law, suits in equity, proceedings or claims pending or, to the Marketer's knowledge, threatened against the Marketer before any federal, state, foreign or local court, tribunal or government agency or authority that might

materially delay, prevent or hinder the Marketer's performance of its obligations hereunder;

(f) the Marketer will comply with any and all information and data transfer protocols that may be adopted by the Company that are set by, and from time to time modified by, the Board, and with any and all information and data transfer protocols that may be adopted by the Company from time to time in circumstances where Board-approved protocols do not exist.

If the Marketer learns that any of the representations, warranties, or covenants in this Agreement have been violated, the Marketer must immediately notify the Company and the Board via facsimile, with a hard copy of the notice delivered by overnight mail.

3.2 Company's Representations and Warranties

The Company hereby represents, warrants and covenants as follows:

(a) the Company is a utility corporation duly organized and validly existing under the laws of the State of New Jersey;

(b) the Company has all requisite power and authority to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder;

(c) the execution and delivery of this Agreement and the performance of the Company’s obligations hereunder have been duly authorized by all necessary action on the part of the Company and do not and will not conflict with or result in a breach of the Company’s charter documents or bylaws or any indenture, mortgage, other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Company

is a Party or by which the Company or any of its properties is bound or subject; and

(d) this Agreement is the valid and binding obligation of the Company, enforceable in accordance with its terms.

3.3 Survival of Obligations

All representations and warranties contained in this Article will survive the execution and pendency of this Agreement.

ARTICLE 4: COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 Commencement

The term of this Agreement will commence upon execution of the Agreement by the Company and the Marketer.

4.2 Termination

This Agreement will terminate under the following circumstances:

(a) Withdrawal of the Marketer from Green Power Choice Program. In the event the Board notifies the Company that the Marketer has failed to satisfy the Board's GPM requirements or the Marketer otherwise withdraws from the Green Power Choice Program and complies with all notice requirements set forth in the Applicable Legal Authorities, this Agreement will terminate thirty (30) days following the date on which the Marketer ceases to have any active Customers.

(b) The Parties' Termination Rights Upon Default. In the event of a Default by a Party as defined herein, the Non-Defaulting Party may terminate this Agreement by providing written notice to the Defaulting Party, without prejudice

to any other remedies at law or in equity available to the Non-Defaulting Party by reason of the Default.

4.3 Survival of Obligations

Termination of this Agreement for any reason will not relieve the Company or the Marketer of any obligation accrued or accruing prior to such termination.

4.4 Material and Adverse Change in Law or Regulation

If at any time during the term of this Agreement, the Board, the FERC, another federal or New Jersey state agency, or a court of competent jurisdiction issues an order, or a federal or state law or regulation is enacted, by which a Party hereto believes that its rights and interests under the Agreement are materially and adversely affected, the Party so affected must, within thirty (30) days of issuance or enactment of such order, law or regulation, provide the other Party and the Board with written notice setting forth in reasonable detail how such order, law or regulation has materially and adversely affected its rights and interests under the Agreement, and may terminate this Agreement, subject to any applicable regulatory requirements and after providing thirty (30) days prior written notice to the Board and the other Party, without any liability or responsibility whatsoever except for obligations arising prior to the date of termination.

ARTICLE 5: DEFAULT

5.1 Events of Default

An Event of Default under this Agreement will occur if either Party ("Defaulting Party") (a) is the subject of a bankruptcy, insolvency or similar proceeding; (b) makes an assignment for the benefit of its creditors; (c) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets; (d) violates any material federal, state or local code, regulation, order and/or statute

applicable to the obligations to be performed under this Agreement, including by way of example, the failure to maintain a BPU license or failure to maintain any other governmental approvals required for participation in the Green Power Choice Program; or (e) fails to remit payment to the other party ("Non-Defaulting Party") when payment is due, or (f) fails to satisfy any other material obligation under this Agreement within the time frames set forth in the Agreement, and fails to remedy the delinquencies set forth in this section within seven (7) days of receipt of written notice thereof from the Non-Defaulting Party.

5.2 Rights Upon Default

In an Event of Default, the Non-Defaulting Party will be entitled to pursue any and all available legal and equitable remedies, in accordance with Article 15 below, provided, however, that this will not nullify any other rights existing under this Agreement.

ARTICLE 6: TERMS AND CONDITIONS OF UTILITY CONSOLIDATED

6.1 Basic Requirements

If the Marketer elects to have the Company provide Consolidated Billing to the Marketer's Customers the Company's consolidated bills will be printed on then-current utility paper stock and will contain space for Marketer data in accordance with Attachment A hereto. **[Need to develop Attachment A.]** The following information will be included at a minimum: Marketer's name, telephone number, current charges, total charges and payments/adjustments. At the Company's discretion, the Company will include on the consolidated bill either the Marketer's logo or the Marketer's name in prominent, bold-faced letters printed in a manner satisfactory to both parties. All other requirements pertaining to utility Consolidated Billing processes and procedures are contained in Attachment A.

6.2 Technical Specifications

All technical specifications regarding the print format to be used by the Company in its Consolidated Billing and the mechanics of Marketer data transmission and synchronization to the Company are set forth in Attachment A.

In the event of any conflict between any of the Attachments hereto and the provisions of this Agreement, the Attachments will control.

ARTICLE 7: CUSTOMER ENTITLEMENT TO CONSOLIDATED BILLING

A Customer is entitled to receive a consolidated bill if the Company determines in its reasonable discretion that the Customer is creditworthy. *Customers in arrears for 60 days will be dropped by [EDC] from consolidated billing.*

ARTICLE 8: REMITTANCE PROCEDURES/OWNERSHIP OF RECEIVABLES

8.1 Company Remittance of Customer Charges to Marketer

If the Company provides Consolidated Billing service on behalf of the Marketer, the Company will remit to the Marketer all undisputed Marketer charges by the 5th day from the due date noted on the consolidated bill. Company will make payment of funds payable to the Marketer by electronic transfer to a bank designated by the Marketer.

8.2 Receivables

If Consolidated Billing is provided, the Company will assume the Marketer's undisputed charges as receivables. The Marketer's receivables will be treated in accordance with the Company's collection practices and procedures applicable to delivery charges. Moreover, in the event that Customer converts from Consolidated Billing to Dual Billing, the Marketer and the Company will each be responsible for its own receivables effective as of the start of Dual Billing.

In consideration of remittance of customer charges by the Company to the Marketer, in accordance with Section 8.1 above, the Marketer hereby sells, assigns, and transfers, to the Company, its successors and assigns, all right, title, and interest in any and all monies due, on the accounts for which such remittances have been made. Company will have the full power and authority, for its own use and benefit, without cost to the Marketer, to ask, demand, collect, and receive payment of such monies, or any part thereof, and in the name of the Marketer, or otherwise, to prosecute any suits therefor. Marketer agrees that if any payment is made to the Marketer, which is intended to be credited on any of such accounts, that it will immediately endorse and deliver to the Company such checks, drafts, or money intended as such payment, and that until such delivery, the Marketer will treat such checks, drafts, and money as the property of and in trust for the Company.

Company agrees that all monies collected by it on account of the Marketer's charges will, until such time as Company has made the corresponding remittance to the Marketer required by Section 8.1, be treated by Company as property of and held for the benefit of the Marketer, notwithstanding that such monies may have been commingled with other funds held by Company.

8.3 Disputed Charges

If a Party receives a customer inquiry regarding its charges, that Party will be responsible for resolving the inquiry with the Customer. If the Company receives a customer inquiry regarding the Marketer's charges, Company will refer the Customer to the Marketer for resolution. If Marketer receives a customer inquiry regarding the Company's charges, the Marketer will refer the Customer to the Company for resolution.

ARTICLE 9: TAXES

With respect to the payment of state sales tax, each Party is responsible for paying any and all taxes owed on its sales to Customers. This is the case irrespective of whether the Company is providing Consolidated Billing service on behalf of the Marketer.

ARTICLE 10: CONFIDENTIALITY OF INFORMATION

10.1 Customer-Specific Information

The Marketer must keep all Customer-specific information supplied by the Company confidential unless the Marketer has the Customer's authorization to do otherwise.

10.2 Company Information

All Company information deemed confidential by the Company and made available to the Marketer in connection with the provision of Consolidated Billing services, including but not limited to information regarding the Company, computer systems, or communications systems, must not be disclosed to third parties without appropriate authorization or consent.

ARTICLE 11: DISPUTE RESOLUTION

11.1 Informal Resolution of Disputes

The Company and the Marketer will use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Agreement. Any dispute between the Company and the Marketer under this Agreement may be referred to a designated senior representative of each of the Parties for resolution on an informal basis as promptly as practicable.

11.2 Recourse to Agencies or Courts of Competent Jurisdiction

Nothing in this Agreement will restrict the rights of either Party to file a complaint with the Board under relevant provisions of the Applicable Legal Authorities, with a New Jersey State

court of competent jurisdiction, or with a federal court of competent jurisdiction situated in the State of New Jersey or to arrive at a mutual agreement to use any other acceptable means of dispute resolution; provided, however, that all disputes regarding compliance with EDI standards, will be resolved by the Board, and all concerns about billing and metering inaccuracies or irregularities will be addressed initially by the Board.

ARTICLE 12: FORCE MAJEURE

The Company and the Marketer will use due diligence to perform their respective obligations under this Agreement. However, in the event that either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of an event of Force Majeure which by the exercise of due diligence and foresight the Party could not reasonably have been expected to avoid and which by the exercise of due diligence the Party is unable to overcome, such Party will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from or arising out of such delay or prevention; provided, however, that the Party encountering such delay or prevention will give the other Party prompt written notice thereof and will use due diligence to remove the cause or causes thereof. Events of Force Majeure include a catastrophic weather condition, flood, fire, lightning, epidemic, quarantine, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, or restraint by court order or public authority, action or non-action by or inability to obtain authorization or approval from any governmental or other authority. The settlement of strikes and labor disturbances will be wholly within the sole discretion of the Party experiencing that difficulty. Economic hardship of either Party will not constitute a Force Majeure under this Agreement.

ARTICLE 13: REGULATORY AUTHORIZATIONS AND JURISDICTION

13.1 Compliance With Applicable Legal Authorities

The Company and the Marketer are subject to, and will comply with, all existing or future applicable federal, State and local laws, all existing or future duly-promulgated orders or other duly-authorized actions of the Board or of any other governmental authorities having applicable jurisdiction, if applicable to the Marketer. The Parties will provide services to each other under this Agreement consistent with any applicable federal, State or local statute, regulation, rule or order.

13.2 Change in Applicable Legal Authorities

This Agreement is subject to change in the future to reflect any relevant changes required by the Board or other New Jersey State agency having jurisdiction, or by virtue of any federal or State law or regulation, and such changes will be deemed to be binding upon the Parties, except where the right to terminate is exercised in accordance with Article 4 above.

ARTICLE 14: LIMITATION OF LIABILITY

14.1 General Limitation of Liability

Neither Party will have any liability to the other Party for consequential, indirect, special or punitive damages, including lost profits or lost revenues, arising out of such Party's inaccuracies, content errors, omissions or delays with respect to the performance of its obligations under this Agreement. As a result, liability hereunder for such activities is limited to direct damages.

14.2 No Liability To Customers

This Agreement does not create any additional duty or liability to Customers for the errors or omissions of the Company or the Marketer.

ARTICLE 15: INDEMNIFICATION

15.1 Indemnification

Should a Party (the "Indemnified Party") become the defendant in, or obligor for, any claims or liabilities for losses, expenses, damage to property, injury to or death of any person including a Party's employees or any third parties, that were caused by an act or omission of the other Party, for which that other Party has assumed liability under the terms of this Agreement (the "Indemnifying Party"), the Indemnifying Party will defend (at the Indemnified Party's option), indemnify and hold harmless the Indemnified Party from and against any and all such claims or liabilities, except to the extent that a court of competent jurisdiction determines that the losses, expenses or damages were caused wholly or in part by any negligent or willful act or omission of the Indemnified Party. The Indemnified Party may, at its own expense, retain counsel and participate in the defense of any such suit or action.

15.2 Survives Agreement

The obligation of either Party to defend, indemnify, and hold harmless the other Party under this Article will survive termination of this Agreement.

ARTICLE 16: MISCELLANEOUS PROVISIONS

16.1 Notices

Unless otherwise stated herein, all notices, demands or requests required or permitted under this Agreement will be in writing and will be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the Marketer to:

If to the Company to: Manager – Retail Business Services
Public Service Electric and Gas Company
80 Park Plaza – T18
Newark, New Jersey 07102

If using messenger or overnight delivery service:

If using regular mail:

Copy to: Manager – Credit and Risk Management
Retail Business Services
80 Park Plaza – T18
Newark, New Jersey 07102

or to such other person at such other address as a Party will designate by like notice to the other Party. Notice received after the close of the Business Day will be deemed received on the next Business Day.

16.2 No Waiver of Rights

The failure of either Party to insist on any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, will not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder, which will remain in full force and effect. No term or condition of this Agreement will be deemed to have been waived and no breach excused unless such waiver or consent to excuse is in writing and signed by the Party claimed to have waived or consented to excuse.

16.3 Assignment

Neither Party may assign any of its rights or obligations under this Agreement without obtaining (a) any necessary regulatory approval(s); and (b) the prior written consent of the non-assigning Party, which consent may not be unreasonably withheld. No assignment of this Agreement will relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. Any assignment in violation of this Section will be void. However, the Company may assign any or all of its rights and obligations under this Agreement, without the Marketer's consent, to any entity succeeding to all or substantially all of the assets of the Company, if such assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained. Moreover, the Marketer may assign any or all of its rights and obligations under this Agreement, without the Company's consent, to any entity succeeding to all or substantially all of the assets of the Marketer, if such assignee agrees, in writing, to be bound by all of the terms and conditions hereof and if any necessary regulatory approvals are obtained.

16.4 Governing Law

Questions including those concerning the formation, validity, interpretation, execution, amendment, termination and construction of this Agreement will be governed by the laws of the State of New Jersey, without regard to principles of conflicts of law. Any lawsuit arising in connection with this Agreement must be brought in the state or federal courts of New Jersey.

16.5 Headings

The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereunto, nor should they be used to aid in any manner in the construction of this Agreement.

16.6 Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement may be construed to create any duty, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.

16.7 General Miscellaneous Provisions

(a) This Agreement may not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party. Neither Party will have any right, power, or authority to enter into any agreement or undertaking for, or on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

(b) Cancellation, expiration or earlier termination of this Agreement will not relieve the Parties of obligations that by their nature survive such cancellation, expiration or termination, including warranties, remedies, promises of indemnity and confidentiality.

(c) Should any provision of this Agreement be held invalid or unenforceable, such provision will be invalid or unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision hereof unless it materially changes the agreement of the Parties.

(d) Each of the Parties acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement is intended by the Parties as a final expression of their agreement. The Parties further agree that this Agreement is the complete and exclusive statement of agreement and supersedes all proposals (oral or written), understandings, representations, conditions,

warranties, covenants and all other communications between the Parties relating thereto.

16.8 Use Of The Word "Including"

The word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.

16.9 Amendment

This Agreement, including the attachment hereto, cannot be amended without the approval of the Board, and requests for such approval can be initiated only upon written notice to all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

[MARKETER]

ATTEST:

BY:_____
Title

_____
Secretary

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

ATTEST:

BY: _____
Frederick Lark
VP Business Analysis

_____
Secretary

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ATTACHMENT A: PSE&G CONSOLIDATED BILLING

PSE&G CONSOLIDATED BILLING

Process

PSE&G will provide a consolidated bill to a customer if the customer is creditworthy, unless the customer selects the two-bill option. In terms of process for the consolidated bill; after each billing period, PSE&G will electronically send the GPM its customers' monthly or hourly KWH and KW usage data. The information will be sent via EDI utilizing the 867-transaction set (Product Transfer and Resale Report Version 4010). The GPM will calculate their charges and electronically return the calculated charges to PSE&G within 48 hours of receipt. The electronic version that will be used for the charges is the 810 transaction set (Invoice) Version 4010. PSE&G will integrate the data, print and distribute the customer bill. PSE&G will assume the receivable of all undisputed GPM charges for RECs.

The PSE&G consolidated bill can include a GPM logo and up to one rolling page of GPM text. The rolling page begins with a fixed section of 10 lines for GPM's name and billing charges. The page ends with the last line of allowable text (up to 50 lines) for a maximum of 60 lines per bill. If a GPM would like to utilize the logo and rolling page option, there is separate testing required certifying a GPM.

Detail

- Data transmission will be via EDI (810) (i.e., PSE&G will receive the rolling page of text on the EDI 810 for each bill).
- The text supplied by suppliers should be 60 bytes in length, and consist of 60 lines (rows) of data. Trailing blank lines (if the GPM does not utilize all 60 lines) will not print. The data points and GPM name and/or Logo will be included within the above-referenced 60 rows of data – leaving 50 lines for the text message.
- PSE&G can still receive the data points in the current EDI 810 transaction.
    - PSE&G will still accept the 6 data points, but will ignore the "Previous Balance" and the "Balance Prior to Billing".
    - The "Adjustments" field must not contain payments, and the "Total" field must equal the sum of the "Adjustments" and the "Current Charge".
- Error Conditions
    - If the data points and text is not received within the 48hour window, the current "GPM data not available" message will print.
    - If the data points are received and are valid, but the rolling page text contains an error, the data points will still be printed on the customer's bill and an EDI 824 will be sent to the TPS advising of the text error.
    - If PSE&G rejects an 810 for errors in the billing data points, both the billing data points and the rolling page of text will not be printed on the bill.
- The text supplied by the GPM's will print in both upper case and lower case.
- Font will be a customized Helvetica condensed.
- Off cycle bills will be treated the same as standard bills.
- Standard PSE&G stock will be used.