

**Service Agreement For
Firm Point-To-Point Transmission Service**

Contract No.: EP-01-2535-000
Company: Vermont Electric Power Co.
Service Agreement No.: 15
Under FERC El. Tariff No.: 1
Filing Date: 7/6/01
Effective Date: 7/3/01

- 1.0 This Service Agreement, dated as of June 1, 2001, is entered into, by and between Vermont Electric Power Company, Inc. (Transmission Provider), and EnergyUSA - TPC Corp. (Transmission Customer).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Transmission Provider's Local Open Access Transmission Tariff (Tariff).
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in the amount of \$ N/A, in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Director of Operations
Vermont Electric Power Company, Inc.
366 Pinnacle Ridge Road
Rutland, Vermont 05701

Telefax: (802) 770-6440
Time recorded telephone line: (802) 770-6260

011015-0231-1

Transmission Customer:

EnergyUSA-TPC Corp.
Attn: Manager, Contract Administration
2603 Augusta, 14th Floor
Houston, TX 77057

Fax: (713) 369-7505
Phone: (713) 369-7500

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

Vermont Electric Power Company, Inc.

By: Ronald P. Belval
Title: Director of Operations
Date: July 3, 2001

Transmission Customer:

Company: EnergyUSA-TPC Corp.
By: PETER J. GOMMINELLO
VICE PRESIDENT
STRUCTURED TRANSACTION

Peter J. Gommirello
Date: June 26, 2001

Specifications For Firm Point-To-Point Transmission Service

1.0 Term of Transaction: No longer than thirty (30) days or one month.

Start Date: Varies based upon the agreement of the parties.

Termination Date: Varies based upon the agreement of the parties.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

3.0 Point(s) of Receipt: Varies based upon the agreement of the parties.

Delivering Party: To be provided at the time service is requested.

4.0 Point(s) of Delivery: To be determined.

Receiving Party: To be provided at the time service is requested.

5.0 Maximum amount of capacity and energy to be transmitted
(Reserved Capacity): Varies based upon the agreement of the parties.

6.0 Designation of party(ies) subject to reciprocal service obligation:
Varies based upon the agreement of the parties, and the specific transaction.

7.0 Name(s) of any Intervening Systems providing transmission service:

To be provided at the time service is requested.

8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge:

Varies based upon the agreement of the parties.

8.2 System Impact and/or Facilities Study Charge(s):

The parties intend that no system impact or facilities studies or charges will be required for short-term firm transmission service under this agreement.

8.3 Direct Assignment Facilities Charge:

The parties intend that no direct assignment facilities charge will be required for short-term firm transmission service under this agreement.

8.4 Ancillary Services Charges:

To be provided at the time service is requested.