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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

FIRST • CLASS

In the Matter of the Application of GREEN
MOUNTAIN ENERGY COMPANY
for Authority to Operate
as a Certified Retail Electric Supplier in the
State of Ohio.

CONFIDENTIAL

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Case No. 01-88-EL-CRS

FIRST • CLASS

FINANCIAL INFORMATION
FILED FEBRUARY 9, 2001

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February 9, 2001
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01-88-EL-CRS

Public Service Electric and Gas Company (PSE&G) - \$330,000 Surety Bond: This bond arrangement was entered into pursuant to our Third Party Supplier Agreement with PSE&G. PSE&G requires that the form of Acceptable Arrangements be equal to sixty (60) days of Green Mountain's customer usage in the summer session multiplied by the applicable Basic Generation Service Rate. Since Green Mountain did not meet some creditworthiness requirements established by PSE&G, a bond was issued in its place. The bond is in order to guarantee all of the present and future obligations and liabilities of all kinds to PSE&G arising out the Agreement including, but not limited to, the cost incurred by PSE&G of Green Mountain's customers returning to Basic Generation Service due to Green Mountain's default.

Atlantic City Electric (ACE) - \$300,000 Surety Bond: This bond arrangement was entered into pursuant to our Third Party Supplier Agreement with ACE. ACE requires that the form of Acceptable Arrangements be equal to sixty (60) days of Green Mountain's customer usage in the summer session multiplied by the applicable Basic Generation Service Rate. Since Green Mountain did not meet some creditworthiness requirements established by ACE, a bond was issued in its place. The bond is in order to guarantee all of the present and future obligations and liabilities of all kinds to ACE arising out the Agreement including, but not limited to, the cost incurred by ACE of Green Mountain's customers returning to Basic Generation Service due to Green Mountain's default.

Jersey Central Power & Light (GPU) - \$100,000 Surety Bond: This bond arrangement was entered into pursuant to our Third Party Supplier Agreement with GPU. GPU requires that the form of Acceptable Arrangements be equal to sixty (60) days of Green Mountain's customer usage in the summer session multiplied by the applicable Basic Generation Service Rate. Since Green Mountain did not meet some creditworthiness requirements established by GPU, a bond was issued in its place. The bond is in order to guarantee all of the present and future obligations and liabilities of all kinds to GPU arising out the Agreement including, but not limited to, the cost incurred by GPU of Green Mountain's customers returning to Basic Generation Service due to Green Mountain's default.

FirstEnergy (Penn Power) - \$60,000 Letter of Credit: The letter of credit was entered into pursuant to our agreement to serve retail customers in Penn Power's territory. In order to comply with the credit review process as described in the Penn Power Electric Generation Supplier Coordination Tariff, each Electric Generation Supplier (EGS) that desired to provide electric service in Penn Power's territory was required to supply its latest audited financial statements. As a result of this review, it was determined that a letter of credit was necessary to cover the anticipated liabilities that Penn Power is exposed to as an Electric Distribution Company in its role as the provider of last resort.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Date Processed 10/2/01
Technician [Signature]

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SURETY BOND

Bond No. 018 81-70-10

KNOW ALL BY THESE PRESENT, That we, *GreenMountain.com Company* (hereinafter called the "Customer" or "Principal"), as Principal, and Liberty Mutual Insurance Company (hereinafter called the "Company" or "Surety"), as Surety, are held and firmly bound unto JERSEY CENTRAL POWER & LIGHT COMPANY d/b/a GPU ENERGY, Route 183 & Van Reed Road, P. O. Box 15152, Reading, PA 19612-5152, (hereinafter called the "Obligee"), in the sum of One Hundred Thousand and 00/100 Dollars, (\$100,000) for the payment of which sum well and truly to be made, we, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of April, 2000.

WHEREAS, under the Third Party Supplier Agreement (hereinafter the "Agreement") Obligee requires Customers to make alternative acceptable credit arrangements (hereinafter "Acceptable Arrangements"), one of which is a surety bond, when the Customer is unable to demonstrate creditworthiness by the criteria defined in Article 7 of the Agreement; and

WHEREAS, under the Agreement, Obligee requires that the form of Acceptable Arrangements be equal to sixty (60) days of Principal's customer usage in the summer season, as estimated by Obligee, which usage is subject to adjustment in Obligee's sole and exclusive judgement multiplied by the applicable Basic Generation Service rate as defined in the Agreement; and

WHEREAS, Obligee, pursuant to the Agreement, has required that Customer provide Acceptable Arrangements, as a condition precedent to execution of the Agreement, in order to guarantee all of the present and future obligations and liabilities of all kinds to Obligee arising out of the Agreement including, but not limited to, the cost incurred by Obligee of the Customer's customers returning to Basic Generation Service due to a Customer default as defined in the Agreement (hereinafter "Obligations"); and

WHEREAS, Customer has requested that Obligee accept a surety bond as a form of Acceptable Arrangement in the amount of One Hundred Thousand and 00/100 Dollars, (\$100,000) executed by Customer, as Principal, and Company, as Surety, and running to Obligee, as Obligee, guaranteeing all the Obligations; and

WHEREAS, Obligee is willing, upon receipt of such a surety bond, to execute the Agreement.

NOW, THEREFORE, the condition of this obligation is such:

1. If Customer shall meet the creditworthiness standards as defined in Article 7 of the Agreement, then this obligation shall be void and of no effect; otherwise the obligation shall remain in full force and effect until and unless this bond is cancelled in accordance with Paragraph 6 hereof.
2. If Customer is terminated due to a default under the Agreement, Obligee will endeavor to give prompt notice thereof to Customer; provided, however, that (a) Obligee shall be under no obligation to give such notice to Customer or Company of such default and (b) Obligee's

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failure to give notice of such default shall not impair the obligation of this bond, nor shall such failure to give notice be raised as a defense against any action which may be brought by Obligor against Customer or Company on the bond.

3. Subject to cancellation provisions of Paragraph 6 herein, Obligor shall have the right at any time to make demand on Customer or Company on the bond for payment of any and all of Customer's unpaid Obligations.
4. Customer's filing of a bankruptcy, receivership or other debtor-relief petition, and/or Customer's discharge thereunder, shall in no way affect the liability of Company under this bond, but Company shall always remain liable to Obligor for the full amount of Customer's unpaid Obligations (up to the principal amount of this bond). In the event of a bankruptcy filing or similar insolvency proceeding of the Principal, the Principal and Surety expressly recognize that this Surety Bond would not constitute property of the Principal's bankruptcy estate and that the automatic stay provisions of the Bankruptcy Code would not prevent Obligor's recovery thereunder.
5. Within ninety (90) days after Obligor made such demand on Customer or on Company for payment of Customer's unpaid Obligations, Company will (up to the principal amount of this bond) pay in full any balance due on such unpaid Obligations to Obligor, including any applicable late payment charges.
6. This bond may be cancelled by Company at any time by giving ninety (90) days written notice to Jersey Central Power & Light Company d/b/a GPU Energy, Attention: Manager - Compliance & Restructuring, Route 183 & Van Reed Road, P. O. Box 15152, Reading, PA 19612-5152, in which event Company's liability at the expiration of said ninety (90) days shall cease and terminate, except as to such liability of Customer as may have accrued prior to the expiration of said ninety (90) days.
7. This bond and the rights and obligations of the Obligor and the Surety hereunder shall be construed in accordance with and governed by the laws of the State of New Jersey. Any legal action or proceeding between the Surety and the Obligor arising out of or with respect to this bond must be brought in the state courts of the State of New Jersey or in the courts of the United States for the District of New Jersey, which courts shall have exclusive jurisdiction over all such disputes among the aforementioned parties.
8. The Surety acknowledges that the modification of the Agreement between the Principal and the Obligor shall not discharge or otherwise affect the liability of the Surety with respect thereto under this bond.
9. This bond shall bind the successors and assigns of the Surety and inure to the benefit of the Obligor, its successors and assigns. Surety shall not assign this bond or delegate its duties hereunder without the prior express written consent of the Obligor. Surety shall remain liable under this bond, notwithstanding assumption of this bond by a successor or assign, unless and until released in writing from its obligations hereunder by the Obligor.

Liberty Mutual Insurance Company

By:

Attorney-in-Fact
Geoffrey N. Brown

GreenMountain.com Company

By:

Michael L. Bursell
Treasurer

POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

569245

Power of Attorney limits the act of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

CONFIDENTIAL

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the Bylaw and Authorization hereinafter set forth, does hereby name, constitute and appoint:

DIANE BERRY, DAVID E. LYNCH, GEOFFREY N. BROWN, ALL OF THE CITY OF
BRATTLEBORO, STATE OF VERMONT

Each individually there be, now and hereinafter, to make, execute, seal, acknowledge and deliver, for and in the name of the Company, any and all instruments, bonds, receipts and other surety obligations in the hereinafter mentioned sum, to wit: **TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$2,500.00 DOLLARS)**, and the execution of such bonds, receipts and other surety obligations shall be as binding upon the Company as if they had been executed by the President and attested by the Secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following Bylaw and Authorization.

ARTICLE XVI. Execution of Contracts, Bonds and Undertakings.

Any officer or other official of the Company authorized for that purpose in writing by the Chairman of the President, and subject to such limitations as the Chairman of the President may prescribe, shall appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all instruments, bonds, receipts and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments, and in each instance the seal of the Company. When so executed and attested, the same shall be as binding as if signed by the President and attested by the Secretary.

By the following instrument the Chairman of the President has authorized the officer or other official named therein to appoint attorneys-in-fact.

Pursuant to Article XVI, Section 5 of the Bylaws, Assistant Secretary Garret W. Elliot is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all instruments, bonds, receipts and other surety obligations.

That the Bylaw and Authorization above set forth are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this instrument has been subscribed by its authorized officer and the corporate seal of the said Liberty Mutual Insurance Company has been affixed to and is on this day of June, 2000.

LIBERTY MUTUAL INSURANCE COMPANY

Garret W. Elliot
Garret W. Elliot, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 10th day of June, A.D. 1999, before me, a Notary Public, personally came the individual known to me to be the President of individual and officer of Liberty Mutual Insurance Company who executed the foregoing instrument, and he acknowledged that he executed the same, and that the seal affixed to the said preceding instrument is the corporate seal of said company, and that said corporate seal and the signature of Garret W. Elliot was duly affixed and subscribed to the said instrument by authority and direction of the said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Pymouth Meeting, Pa. this day and year first above written.



Garret W. Elliot
Assistant Secretary
Liberty Mutual Insurance Company

Garret W. Elliot
Garret W. Elliot, Assistant Secretary

I, the undersigned, Notary Public, do hereby certify that the original power of attorney in which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the officer who executed the said power of attorney was one of the officers specially authorized by the Chairman of the President to appoint any attorneys-in-fact as provided in Article XVI, Section 5 of the Bylaws of Liberty Mutual Insurance Company.

This certificate may be signed by persons under and by authority of the following rules of the Board of Directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1999.

NOTED: that the facsimile or mechanically reproduced signature of any assistant secretary of the company whenever appearing upon a certified copy of any power of attorney issued by the company, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of April, 2000.



Garret W. Elliot
Garret W. Elliot, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN ACCEPTANCE DATE AFTER June 10, 2001.

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SURETY BOND

Bond No. 018-81-70-11

KNOW ALL BY THESE PRESENT, That we, GreenMountain.com Company (hereinafter called the "Principal"), as Principal, and The Netherlands Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (hereinafter called the "Company" or "Surety"), as Surety, are held and firmly bound unto Public Service Electric and Gas Company, 80 Park Plaza, Newark, NJ 07102, (hereinafter called the "Obligee"), in the sum of three hundred and thirty thousand dollars (\$330,000) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of May, 2000.

WHEREAS, under the Third Party Supplier Agreement (hereinafter the "Agreement") Obligee requires Principal to make alternative acceptable credit arrangements (hereinafter "Acceptable Arrangements"), one of which is a surety bond, when the Principal is unable to demonstrate creditworthiness by the criteria defined in Article 7 and Appendix C of the Agreement; and

WHEREAS, under the Agreement, Obligee requires that the form of Acceptable Arrangements be equal to sixty (60) days of Principal's customer usage in the summer season, as estimated by Obligee which usage is subject to adjustment in Obligee's sole and exclusive judgment, multiplied by the applicable Basic Generation Service rate as defined in the Agreement; and

WHEREAS, Obligee, pursuant to the Agreement, has required that Principal provide Acceptable Arrangements, as a condition precedent to execution of the Agreement, in order to guarantee all of the present and future obligations and liabilities of all kinds to Obligee arising out of the Agreement including, but not limited to, the cost incurred by Obligee of the Principal's customers returning to Basic Generation Service due to a Principal's default as defined in the Agreement (hereinafter "Obligations"); and

WHEREAS, Principal, has requested that, Obligee accept a surety bond as a form of Acceptable Arrangement in the amount of \$330,000 executed by Principal, and Company, and running to Obligee, guaranteeing all the Obligations; and

WHEREAS, Obligee is willing, upon receipt of such a surety bond, to execute the Agreement.

NOW, THEREFORE, the condition of this obligation is such:

1. If Principal shall meet the creditworthiness standards as defined in Article 7 and Appendix C of the Agreement, then this obligation shall be void and of no effect; otherwise the obligation shall remain in full force and effect until and unless this bond is cancelled in accordance with Paragraph 6 and 7 hereof.

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2. If Principal is terminated due to a default under the Agreement, Obligor will endeavor to give prompt notice thereof to Principal ; provided, however, that (a) Obligor shall be under no obligation to give such notice to Principal or Company of such default and (b) Obligor's failure to give notice of such default shall not impair the obligation of this bond, nor shall such failure to give notice be raised as a defense against any action which may be brought by Obligor against Principal or Company on the bond.

3. Subject to cancellation provisions of Paragraph 6 herein, Obligor shall have the right at any time to make demand on Principal or Company on the bond for payment of any and all of Principal's unpaid Obligations.

4. Principal's filing of a bankruptcy, receivership or other debtor-relief petition, and/or Principal's discharge thereunder, shall in no way affect the liability of Company under this bond, but Company shall always remain liable to Obligor for the full amount of Principal's unpaid Obligations (up to the principal amount of this bond).

5. Within ninety (90) days after, Obligor makes such written demand on Principal or on Company for payment of Principal's unpaid Obligations, Company will (up to the principal amount of this bond) pay in full any balance due on such unpaid Obligations to Obligor, including any applicable late payment charges.


6. This bond may be cancelled by Company at any time by giving ninety (90) days written notice to Public Service Electric and Gas Company - Retail Settlements Manager, Financial & Risk Management, 80 Park Plaza, T-14A, Newark, NJ 07102, in which event Company's liability at the expiration of said ninety (90) days shall cease and terminate, except as to such liability of Principal as may have accrued prior to the expiration of said ninety (90) days.

7. In the event that the Company delivers said notice of termination as provided above, the Obligor will require, as a condition precedent to performance of any of its obligations under the Agreement, that the Principal must provide to the Obligor an alternative credit arrangement (prepayment, or letter of credit, or surety bond, or other security acceptable to the Obligor) in an amount equal to the amount specified in this bond. If Principal does not provide acceptable security to the Obligor, then the Company shall not be discharged from its obligations under this bond and this bond shall remain in full force and effect notwithstanding said notice of termination.

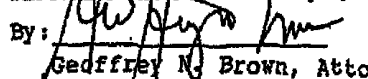
8. This bond shall be governed by and interpreted in accordance with the laws of the State of New York.

GreenMountain.com Company

Principal

By: 

The Netherlands Insurance Company

By: 
Geoffrey N. Brown, Attorney-in-Fact

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER.

PEERLESS INSURANCE COMPANY

THE NETHERLANDS INSURANCE COMPANY

32 MARKET AVENUE KEENE, NEW HAMPSHIRE 03425

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Peerless Insurance Company and/or The Netherlands Insurance Company, each being a New Hampshire Corporation having its principal office in the City of Keene, County of Cheshire State of New Hampshire do hereby make, constitute and appoint:

**** Geoffrey N. Brown, Diane Berry, David E. Lynch ****

of Brattleboro in the State of Vermont their true and lawful attorney(s) in fact, with full power and authority hereby conferred in their/s name, place and stead, to sign, execute, acknowledge and deliver in their/s behalf, and as their/s act and deed, without power of redlegation, as follows: bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, unlimited as to Dollar Amount.

and to bind the Company(ies) making this appointment thereby as fully and to the same extent as if each bond or undertaking was signed by the duly authorized officers of the Company(ies), and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS-IN-FACT

Section 7 of Article 3 of Bylaws of Peerless Insurance Company, as amended May 30, 1997, states: "The Senior Vice President(s) and Vice President(s) of the Company's Bond Profit Center may appoint and remove Attorneys-in-Fact and assign to them and revoke as appropriate such duties, powers and authority as may be advantageous to the Company including the execution and attestation of bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof and other documents on behalf of the Company with power to redelegate such authority."

Section 9 of Article 5 of Bylaws of The Netherlands Insurance Company, as amended May 30, 1997 and June 16, 1997, states: "The Senior Vice President(s) and Vice President(s) of the Company's Bond Profit Center may appoint and remove Attorneys-in-Fact, and assign to them and revoke as appropriate such duties, powers and authority as may be advantageous to the Company including the execution and attestation of bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof and other documents on behalf of the Company with power to redelegate such authority."

USE OF FACSIMILE SIGNATURES

Use of facsimile signatures by Peerless Insurance Company is made pursuant to Resolution of the Board of Directors of Peerless Insurance Company, dated April 28, 1988. Use of facsimile signatures by The Netherlands Insurance Company is made pursuant to Resolution of the Board of Directors of The Netherlands Insurance Company, dated April 28, 1988.

COMPANY MAKING APPOINTMENT

The company making this appointment is identified by an "X" in the box opposite its name in the space provided below. It is the intent of Peerless Insurance Company and The Netherlands Insurance Company to use this instrument for the appointment of Attorney(s)-in-Fact for either Company designated, or for both Companies, if so indicated. In Witness Whereof:

☒ PEERLESS INSURANCE COMPANY

☒ THE NETHERLANDS INSURANCE COMPANY

has have caused these presents to be signed by its Vice President, and its Corporate Seal to be hereto affixed by its Assistant Secretary, this 26th day of October, 1999.

PEERLESS INSURANCE COMPANY

THE NETHERLANDS INSURANCE COMPANY

By: Matthew Klumpp
Vice President

By: Matthew Klumpp
Vice President

Attest: Jane F. Taylor
Assistant Secretary

Attest: Jane F. Taylor
Assistant Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

The foregoing instrument was acknowledged before me this 26th day of October, 1999, by Matthew Klumpp, Vice President of the Bond Profit Center of Peerless Insurance Company and of The Netherlands Insurance Company and Jane F. Taylor, Assistant Secretary of Peerless Insurance Company and The Netherlands Insurance Company, New Hampshire Corporations, on behalf of the corporations.

Notary Public

I, Jane F. Taylor, Assistant Secretary of Peerless Insurance Company and The Netherlands Insurance Company do hereby certify that the above and foregoing is a true and correct copy of Power of Attorney executed by the Company(ies) designated above which is still in force and effect. In witness whereof, I have hereunto set my hand and affixed the Seal of the Company(ies), at Keene, New Hampshire this 2nd day of May, 2000.

Jane F. Taylor
Assistant Secretary

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

CONFIDENTIAL

SURETY BOND

Bond No. 018-81-70-12

KNOW ALL MEN BY THESE PRESENTS, THAT we, GreenMountain.com Company, a corporation duly organized under the laws of the State of Delaware as Surety (hereinafter "Customer" or "Principal"), and The Netherlands Insurance Company, a corporation duly organized under the laws of the State of New Hampshire as Surety (hereinafter "Company" or "Surety"), are held and firmly bound to Atlantic City Electric Company (hereinafter "ACE"), as Obligor, in the full sum of three hundred thousand dollars (\$300,000) for payment of which said Principal and Surety do hereby bind themselves jointly and severally, their successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, under the Third Party Supplier Agreement (hereinafter the "Agreement") ACE requires Customer's to make alternative acceptable credit arrangements (hereinafter "Acceptable Arrangements"), one of which is a surety bond, when the Customer is unable to demonstrate credit worthiness by the criteria defined in the Agreement; and

WHEREAS, under the Agreement ACE requires the forms of Acceptable Arrangements to equal sixty (60) days of Principal's customer usage in the summer season, as estimated by ACE which usage is subject to adjustment in ACE's sole and exclusive judgment, multiplied by the applicable Basic Generation Service rate as defined in the Agreement; and

WHEREAS, ACE, pursuant to the Agreement, has required that Customer, as a condition precedent to execution of the Agreement, make a cash deposit with ACE of \$300,000 to guarantee all of present and future obligations and liabilities of all kinds to ACE arising out of the Agreement including, but not limited to, the cost incurred by ACE if the Customer's customers returning to Basic Generation Service due to a Customer default as defined in the Agreement (hereinafter "Obligations"); and

WHEREAS, Customer, has requested that, in lieu of such deposit, ACE accept a surety bond in an amount of \$300,000 executed by Customer, as Principal, and Company, as Surety, and running to ACE, as Obligor, guaranteeing all of the Obligations; and

WHEREAS, ACE is willing, upon receipt of such a surety bond, to execute the Agreement.

The terms of the obligation are as follows:

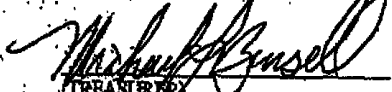
1. If Customer shall establish satisfactory credit, as defined in the Agreement, then this obligation shall be void and of no effect; otherwise the obligation shall remain in full force and effect until and unless this bond is cancelled in accordance with Paragraph 6 hereof.
2. If Customer is terminated due to a default of the Agreement, ACE will endeavor to give prompt notice thereof to Customer; provided, however, that (a) ACE shall be under no obligation to give such notice to Customer or Company of such default and (b) ACE's failure to give notice of such default shall not impair the obligation of this bond, nor shall such failure to give notice be raised as defense against any action which may be brought by ACE against Customer or Company on the bond.
3. Subject to the cancellation provisions of Paragraph 6, ACE shall have the right at any time to make demand on Customer or Company on the bond for payment of any and all of Customer's unpaid Obligations.
4. Customer's filing of a bankruptcy, receivership or other debtor-relief petition, and/or Customer's discharge thereunder, shall in no way affect the liability of Company under this bond, but Company shall always remain liable to ACE for the full amount of Customer's unpaid Obligations (up to the principal amount of this bond).

CONFIDENTIAL

5. Within 60 days after ACE has made such demand on Customer or on Company for payment of Customer's unpaid Obligations, Company will (up to the principal amount of this bond) pay in full any balance due on such unpaid Obligations to ACE, including any applicable late payment charges.
6. This bond may be cancelled by Company at any time by giving sixty (60) days written notice to ACE, Attn: Credit Manager, 5 Collins Dr Ste 2133, Carneys Point, NJ 08069, in which event Company's liability at the expiration of said sixty (60) days shall cease and terminate, except as to such liability of Customer as may have accrued prior to the expiration of said sixty (60) days. Such cancellation by Company shall not relieve Customer from any liability under the Customer's Agreement with ACE which accrue either prior to cancellation of this bond.

SIGNED, SEALED AND DATED this 18th day of May, 2000.

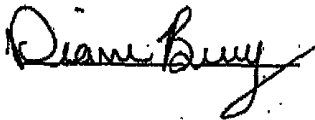
ATTEST AS TO CUSTOMER/PRINCIPAL:


(TREASURER)

ATLANTIC CITY ELECTRIC COMPANY

By: _____

WITNESS AS TO COMPANY/SURETY:



NETHERLANDS INSURANCE COMPANY

By: 
Attorney In Fact, Geoffrey N. Brown

Title: Attorney-in-Fact

Deeds and writings, recognitions, contracts or indemnity, and all other writings obligatory in the nature thereof in and to Dollar Amount:

AUTHORITY FOR MAKING APPOINTMENT OF ATTORNEYS IN FACT

USE OF FACSIMILE SIGNATURE

COMPANY MAKING A COMMITMENT

PEERLESS INSURANCE COMPANY

THE NETHERLANDS INSURANCE COMPANY

may have caused these presents to be signed by its Vice President and its Corporate Seal to be hereunto affixed by its Assistant Secretary, this 26th day of October, 1990.

THE NETHERLANDS INSURANCE COMPANY

The foregoing instrument was acknowledged before me this 26th day of October, 1999, by Dr. Matthew Klumetz, Treasurer of the Bond-Front Group of Pericles Insurance Company and of The Netherlands Insurance Company and Jane F. Lyon, Assistant Secretary of Pericles Insurance Company and The Netherlands Insurance Company, New Hampshire Corporation, on behalf of the corporation.

[Signature]

Date

BANK ONE

CONFIDENTIAL

BANK ONE, TEXAS, N.A. - 1717 MAIN STREET, 11TH FLOOR, DALLAS, TEXAS 75201

TELEPHONE: 1-800-924-5435

IRREVOCABLE STANDBY LETTER OF CREDIT NO. STR17124

PLACE AND DATE OF ISSUE:
DALLAS, TEXAS 12/19/2000

DATE AND PLACE OF EXPIRY:
12/06/2001 IN DALLAS, TEXAS

APPLICANT:
GREEN MOUNTAIN ENERGY COMPANY
3815 CAPITAL OF TEXAS HWY SOUTH, SUITE 100
AUSTIN, TX 78704

ADVISING BANK:
NOT APPLICABLE

COPY

BENEFICIARY:
FIRST ENERGY CORPORATION
76 SOUTH MAIN STREET
AKRON, OH 44308

AMOUNT: USD50,000.00
FIFTY THOUSAND AND
NO/100 U.S. DOLLARS

GENTLEMEN,

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. STR17124 IN YOUR FAVOR AVAILABLE BY BENEFICIARY'S SIGHT DRAFT(S) DRAWN ON BANK ONE, TEXAS, N.A. WHEN ACCOMPANIED BY THE ORIGINAL OF THIS CREDIT AND THE FOLLOWING DOCUMENT(S):

- ORIGINAL OF BENEFICIARY'S MANUALLY SIGNED STATEMENT STATING THAT: QUOTE - PAYMENT FROM GREEN MOUNTAIN ENERGY COMPANY HAS NOT BEEN RECEIVED FOR THE ATTACHED INVOICE(S) AS PER PAYMENT TERMS. WE ARE THE SELLER OF THE COMMODITY AND/OR SERVICE INDICATED IN THE INVOICE(S) AND PAYMENT REMAINS DUE. UNQUOTE
- COPY OF THE REFERENCED COMMERCIAL INVOICE(S) ADDRESSED TO GREEN MOUNTAIN ENERGY COMPANY MARKED "UNPAID."

SPECIAL CONDITIONS:
PARTIAL DRAWINGS ARE PERMITTED.

DRAFT(S) MUST BE MARKED: "DRAWN UNDER BANK ONE, TEXAS, N.A. CREDIT NO. STR17124."

ALL BANKING CHARGES INCURRED UNDER THIS LETTER OF CREDIT ARE FOR THE APPLICANT.

THE DOLLAR AMOUNT OF ANY DRAFT(S) SHALL NOT EXCEED THE DOLLAR AMOUNT OF THE UNPAID INVOICE(S) ACCOMPANYING SUCH DRAFT(S). INVOICE(S) PRESENTED IN EXCESS OF THE AMOUNT OF THIS LETTER OF CREDIT ARE ACCEPTABLE. HOWEVER, IN NO EVENT WILL PAYMENT EXCEED THE VALUE OF THIS LETTER OF CREDIT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT, FOR ADDITIONAL ONE-YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS WE NOTIFY YOU IN WRITING BY REGISTERED MAIL OR OVERNIGHT COURIER, AT LEAST NINETY (90) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR AN ADDITIONAL ONE-YEAR PERIOD.

****CONTINUED ON PAGE TWO WHICH FORMS AN INTEGRAL PART OF THIS CREDIT****

BANK ONE


CONFIDENTIAL

****PAGE TWO WHICH FORMS AN INTEGRAL PART OF LETTER OF CREDIT NO. ST17124****

THIS LETTER OF CREDIT IS TRANSFERABLE IN WHOLE BUT NOT IN PART, AND MAY BE TRANSFERRED ONCE ONLY. THE BENEFICIARY HAS THE RIGHT TO MAKE A REQUEST TO TRANSFER THIS LETTER OF CREDIT UPON DELIVERY TO US OF A REQUEST FOR TRANSFER (IN FORM OF ANNEX 1 HERETO) SPECIFYING THE NAME AND ADDRESS OF THE TRANSFEREE AND THE EFFECTIVE DATE OF SUCH TRANSFER, THE ORIGINAL OF THIS LETTER OF CREDIT AND ANY AMENDMENT(S), AND PAYMENT OF OUR CUSTOMARY FEE FOR HANDLING TRANSFER. THIS TRANSFER SHALL BE EFFECTED BY BANK ONE, TEXAS, N.A. AND UPON RECEIPT OF THE FOREGOING, WE SHALL AFFIX AN APPROPRIATE ENDORSEMENT TO AND AMEND THIS LETTER OF CREDIT TO REFLECT THE TRANSFER. ANY TRANSFEREE BENEFICIARY SHALL HAVE ALL THE RIGHTS OF TRANSFER OR BENEFICIARY HEREUNDER, INCLUDING THE RIGHT TO DEMAND AND RECEIVE PAYMENT PURSUANT HERETO IN ACCORDANCE WITH THE TERMS HEREOF.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH ALL THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED IF DRAWN AND PRESENTED FOR PAYMENT TO BANK ONE, TEXAS, N.A., ATTN: STANDBY LETTER OF CREDIT DEPARTMENT, AT 1717 MAIN STREET, 11TH FLOOR, DALLAS, TEXAS 75201 ON OR BEFORE THE EXPIRATION OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.



AUTHORIZED SIGNATURE
BANK ONE, TEXAS, N.A.
SM:

BANK ONE

CONFIDENTIAL

THIS IS INTEGRAL PART OF IRREVOCABLE LETTER OF CREDIT NO. STR17124

**ANNEX I
TO IRREVOCABLE LETTER OF CREDIT NO. STR17124**

DATE _____

BANK ONE, TEXAS, N.A.
STANDBY LETTER OF CREDIT DEPT.
1717 MAIN STREET, 11TH FLOOR TX1-2490
DALLAS, TEXAS 75201

GENTLEMEN:

RE: BANK ONE, TEXAS, N.A. IRREVOCABLE LETTER OF CREDIT NO. STR17124

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY
TRANSFERS TO:

(NAME OF TRANSFEREE)

(ADDRESS)

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE
REFERENCED LETTER OF CREDIT IN ITS ENTIRETY.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF
CREDIT ARE TRANSFERRED TO THE ABOVE NAMED TRANSFEREE AND SUCH TRANSFEREE SHALL
HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY
AMENDMENTS WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS AND WHETHER
NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECTLY TO
THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED
BENEFICIARY.

THE ORIGINAL LETTER OF CREDIT IS RETURNED HERewith, AND WE ASK YOU TO
ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECTLY TO THE
TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER.

SIGNATURE AUTHENTICATED:
THE SIGNATURE OF THE BENEFICIARY
CONFORMS WITH THAT ON FILE WITH US
AND IS AUTHORIZED FOR THE EXECUTION
OF SUCH INSTRUCTIONS.

VERY TRULY YOURS,

(NAME OF BANK)

(NAME OF BENEFICIARY)

(AUTHORIZED SIGNATURE & TITLE)

(AUTHORIZED SIGNATURE & TITLE)