

1. Creditworthiness

1.5 Models

1.5.3 Determining Initial Unsecured Credit Limit

- 1.5.3.1 Determining Initial Unsecured Credit Limit – Flow Diagram
(Revised 4/23/03)

1.5.4 Reconsideration of Unsecured Credit Limit

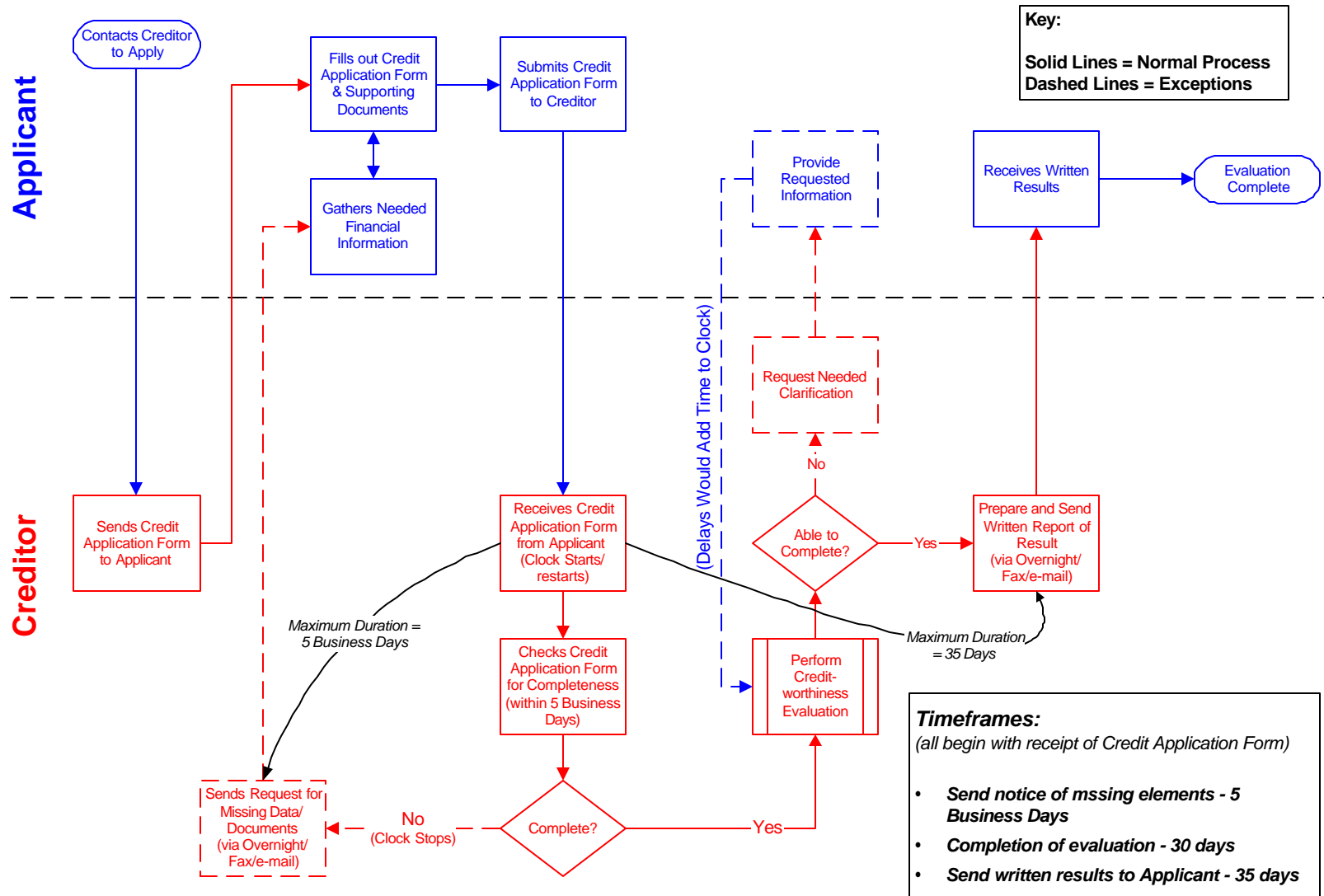
- 1.5.4.1 Challenging Initial Unsecured Credit Limit – Flow Diagram
(New 4/23/03)
- 1.5.4.2 Reconsideration of Unsecured Credit Limit – Flow Diagram
(New 4/23/03)

1.5.8 Confidentiality

- 1.5.8.1 Sample Non- Disclosure Agreement

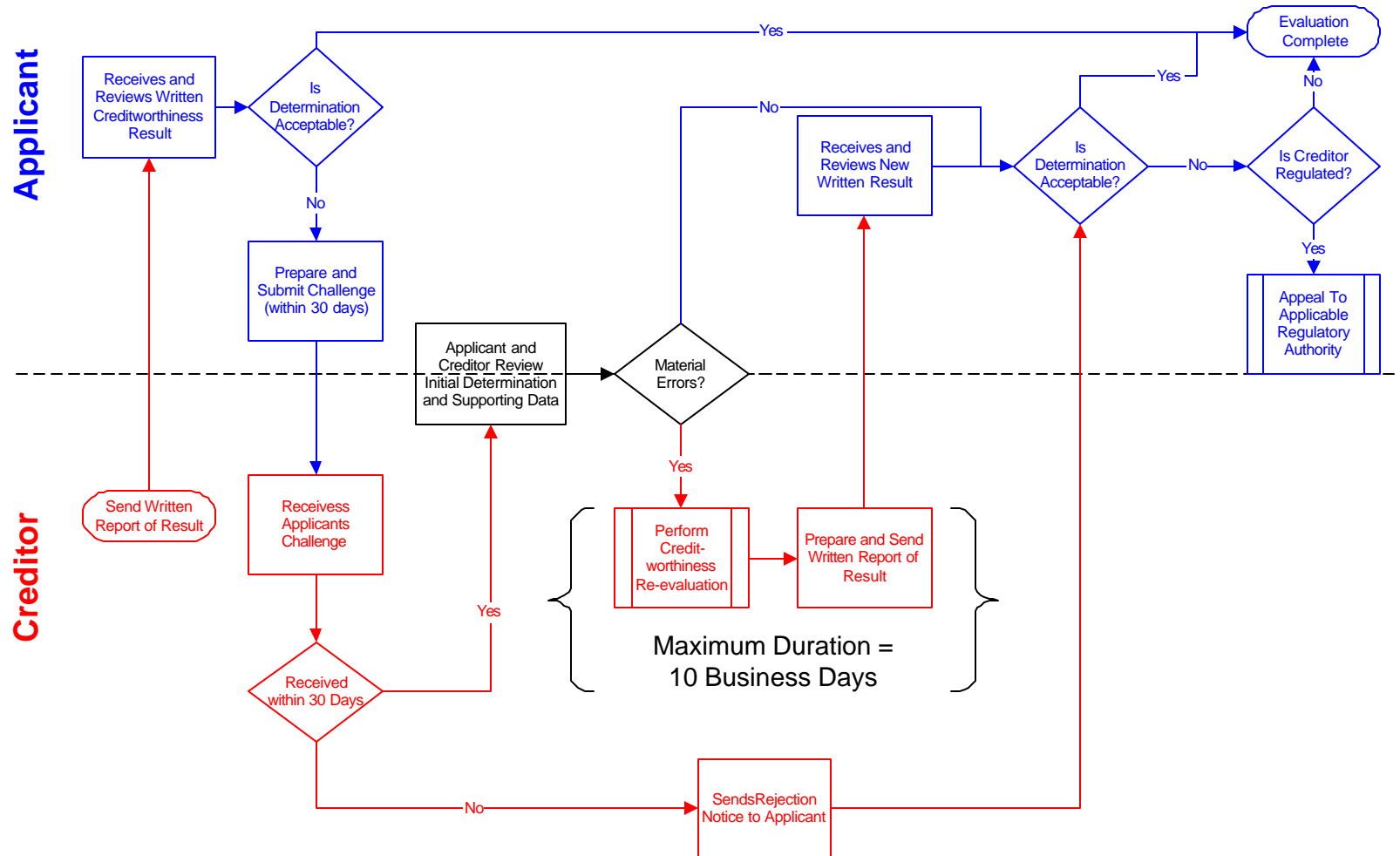
Determining Initial Unsecured Credit Limit - Model

Creditworthiness Evaluation Process (Section 1.3.3) Draft #7 (4/10/03)



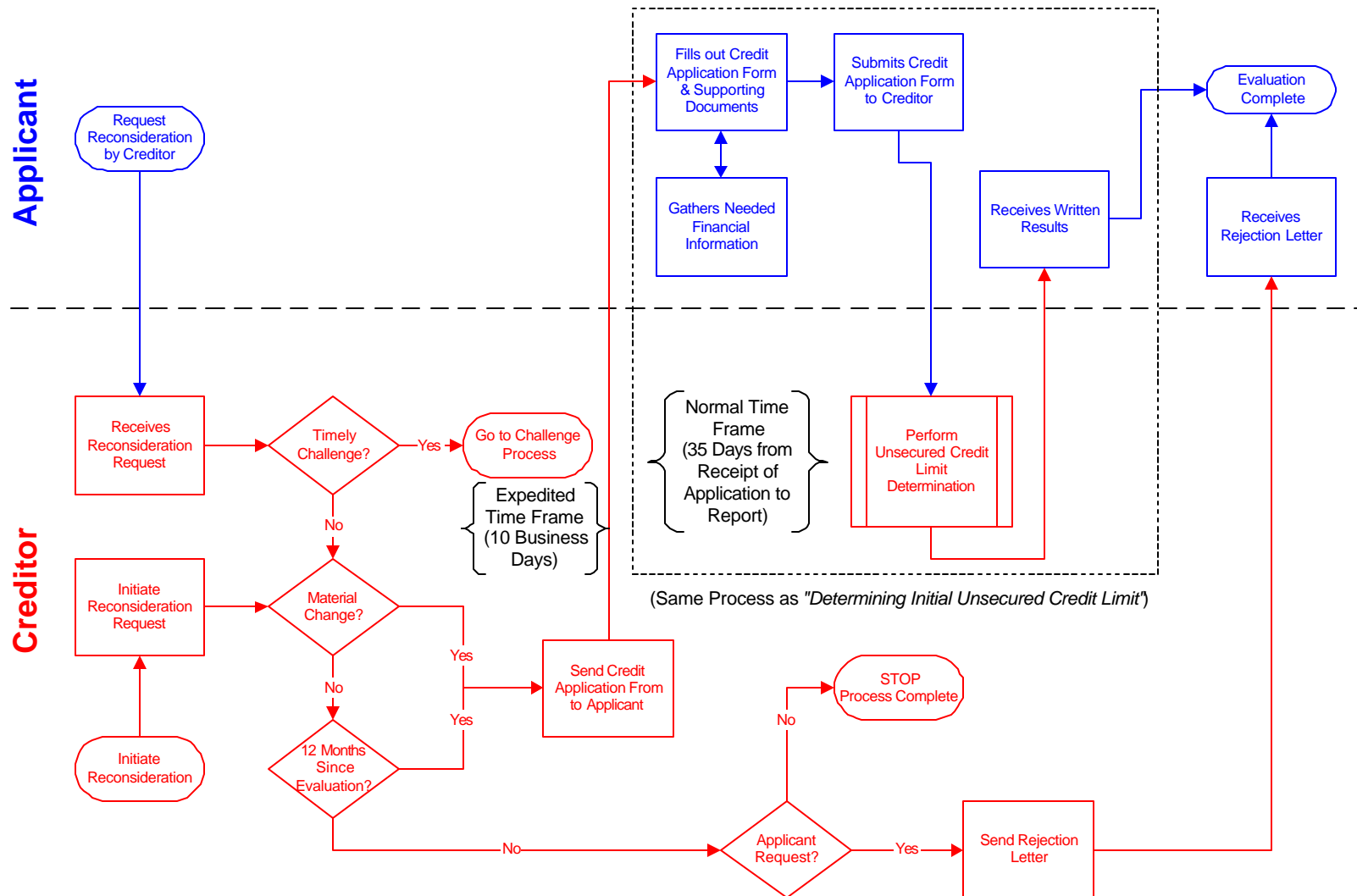
Challenging Initial Unsecured Credit Limit - Model

Creditworthiness Evaluation Process (Section 1.3.4) Draft #7 (4/10/03)



Reconsideration of Unsecured Credit Limit - Model

Creditworthiness Evaluation Process (Section 1.3.4) Draft #7 (4/10/03)



**NON-DISCLOSURE AGREEMENT
(Example)**

Non-Disclosure Agreement between _____ (*Applicant*), having offices at _____ (*Address, City, State, Zip Code*) (“Company”), and _____ (*Creditor*), having offices _____ (*Address, City, State, Zip Code*) (“Recipient”), is effective as of this the _____ day of _____, 200____ (“Agreement”). Company and Recipient may hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

1. "Confidential Information" means information that relates to the nonpublic financial information concerning the financial condition of Company or any of Company's Affiliates which is disclosed to Recipient by Company or any of Company's Affiliates. Confidential Information may be disclosed in written or other tangible forms (including on magnetic media), or by oral, visual, or other means. The term "Affiliate" as used in this Agreement means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party.
2. Recipient of Confidential Information may use the Confidential Information only for the purpose of evaluating the financial status of Company and/or any of Company's Affiliates as such status relates to a determination by Recipient as to whether or not the Parties may enter into a written contract for the supply of electricity and/or gas.
3. Recipient shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder to (i) its Affiliates who agree, in advance, in writing, to be bound by this Agreement, and (ii) to its employees and independent contractors, and its Affiliates' employees and independent contractors, who have a need to know, for the purpose of this Agreement, and who are bound to protect the received Confidential Information from unauthorized use and disclosure under the terms of a written agreement. Confidential Information shall not otherwise be disclosed to any third party without the prior written consent of Company.
4. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that:
 - (a) Was publicly known at the time of Company's communication thereof to Recipient;
 - (b) Becomes publicly known, through no fault of Recipient, subsequent to the time of Company's communication thereof to Recipient;
 - (b) Was in Recipient's possession free of any obligation of confidence at the time of Company's communication thereof to Recipient;
 - (c) Is rightfully obtained by Recipient from third parties authorized to make such disclosure without restriction; or
 - (d) Is identified by Company as no longer proprietary or confidential.

5. In the event Recipient is required by law, regulation or court order to disclose any of Company's Confidential Information, Recipient will promptly notify Company in writing prior to making any such disclosure in order to facilitate Company seeking a protective order or other appropriate remedy from the proper authority. Recipient agrees to cooperate with Company, at Company's expense, in seeking such order or other remedy. Recipient further agrees that if Company is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, Recipient will furnish only that portion of the Confidential Information, which is legally required to be furnished, and Recipient will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

6. Neither Party is obligated under this Agreement to purchase from or provide to the other Party any service or product.

8. This Agreement shall become effective as of the date first written above and shall expire one (1) year thereafter **unless extended or renewed by Parties**.

9. Neither Party may assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without the prior, written consent of the other Party, which consent shall not be unreasonably withheld.

10. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

11. This Agreement is the complete agreement of the Parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures concerning such subject matter; (b) may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties; and (c) SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (Creditor's State) WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

12. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

(Applicant Name)
 a (state and type of organization) .

(Creditor Name)
 a (state and type of organization) .

By : (if the above entity is a Limited Partnership
 enter name of its General Partner)

By: (if the above entity is a Limited Partnership
 enter name of its General Partner)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____