

EXHIBIT B  
North American Energy Markets Association  
Capacity and Energy Tariff

**SUPPLEMENTARY AGREEMENT**

Between  
<Counterparty>  
and  
<Counterparty>

This Supplementary Agreement is made as of (NTD: insert date) (“Effective Date”) by <Counterparty> (“Party A”) and <Counterparty> (“Party B”).

**Whereas** Party A and Party B are members of the North American Energy Markets Association (“NAEMA”) and desire to transact in accordance with the terms and conditions contained in the NAEMA Tariff, as amended, restated or replaced from time to time (“Agreement”);

**And Whereas**, if and to the extent that Party A and Party B carry on business, transact or act pursuant to the Agreement, Party A and Party B wish to make elections with respect to certain options contained in the Agreement. Such elections shall not, however, apply as between Party A or Party B and any other members of NAEMA;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that if and to the extent that Party A and Party B carry on business, transact or act pursuant to the Agreement:

**1. Article 3 Election - Confirmations**

- Written Confirmation
  - Oral Confirmation
  - Electronic Confirmation
- If Electronic Confirmation is applicable, complete the appropriate specific confirmation provisions below

Specific Confirmation Provisions

- (i) Electronic Confirmation Method:  
Electronic means of communication to be used by Party A and Party B shall be:
- (ii) Other Provisions: (if required)

**2. Article 9 Election - Credit Assurance**

For the purposes of Article 9, the Parties hereto make the following elections:

Section 9.2 Credit Assurances

- Option 1
- Option 2
- Option 3

If Option 3 is applicable, complete the following:

Downgrade Event for Party A shall mean:

Downgrade Event for Party B shall mean:

- Option 4 (see schedule A)

**3. Guarantors**

Party A:

Not Applicable  
 Applicable

If applicable, complete the following:  
Guarantor for Party A:

Party B:

Not Applicable  
 Applicable

If applicable, complete the following:  
Guarantor for Party B:

**4. Amendments to Tariff**

Not Applicable  
 Pursuant to Section 3.6 of the Tariff, Party A and Party B agree to amend the

Tariff as follows:

**5. Notices**

Party A:

Address:

Attention:  
Telephone No.:  
Facsimile No.:

Party B:

Address:

Attention:  
Telephone No.:  
Facsimile No.:

**6. Effect.** This Supplementary Agreement shall be applicable to all Transactions entered into between Party A and Party B pursuant to the Agreement on or after the Effective Date without the need to reference this Supplementary Agreement in any such Transaction unless Party A and Party B mutually agree otherwise with respect to a particular Transaction.

**7. Entire Agreement.** This Supplementary Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

**8. Counterparts.** This Supplementary Agreement may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

**9. Authority to Bind.** By signing below, each individual additionally warrants that he or she is authorized to sign this Supplementary Agreement on behalf of the Party for which it was executed.

**10. Headings.** The headings used in this Supplementary Agreement are for convenience of reference only and are not to effect the construction of or to be taken into consideration in interpreting this Supplementary Agreement.

In witness whereof, the Parties have executed this Supplementary Agreement with effect from the date above written.

**Party A:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Party B:**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_