

DAVIS MALM &
DAGOSTINE P.C.
ATTORNEYS AT LAW

March 7, 2002

Clerk, United States Bankruptcy Court
1101 Thomas P. O'Neil, Jr. Federal Building
10 Causeway Street
Boston, MA 0222-1074

Re: In re Essential.com, Inc.
U.S. Bankruptcy Court, District of Massachusetts, Eastern Division
Chapter 11 Case No. 01-15339 WCH

Dear Madam or Sir:

Enclosed please find the original and one copy of the Response of Exodus Communications to the Plan Trustee's First Omnibus Objection to Proofs of Claim, and of the Certificate of Service.

Please file the originals and return date stamped copies.

Thank you.

Sincerely,

Alberta Maged, secretary for
Darryll S. Towsley

DST:agm
Enclosures

cc: Harold B. Murphy, Esq. (w/ enclosures)
United States Trustee (w/ enclosures)
Charles A. Dale, III, Esq. (w/ enclosures)

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re:)		Chapter 11 Case No. 01-15339 WCH
)		
ESSENTIAL.COM, INC.,)		
Debtor)		
)		

**RESPONSE OF EXODUS COMMUNICATIONS TO THE PLAN TRUSTEE'S FIRST
OMNIBUS OBJECTION TO PROOFS OF CLAIM**

Now comes Exodus Communications, Inc. ("Exodus") and states its response to the "Plan Trustee's First Omnibus Objection to Proofs of Claim" (the "Motion") as follows:

1. On June 29, 2001, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.
2. On June 17, 1999, Essential.com, Inc. ("Debtor") signed an Internet Data Center Services Agreement ("Contract") in favor of Exodus. A true and accurate copy of the agreement is attached hereto as Exhibit A. Under the terms of the contract the Debtor agreed to pay \$23,599.10 per month for services provided by Exodus, with the contract set to expire June 16, 2002.
3. On September 7, 2001, the Debtor's Motion To Reject Certain Executory Contracts, Software Licenses and Equipment Leases was approved by the Court and the Contract was rejected. Pursuant to §365(g)(1) of the Bankruptcy Code, the rejection of an executory contract constitutes a breach of such contract immediately before the filing of the petition, if the contract has not been assumed.

4. On September 17, 2001, Exodus filed its original proof of claim, claiming an unsecured nonpriority claim for unpaid pre-petition amounts due under the contract, in the amount of \$105,824.62. A true and accurate copy of the original proof of claim is attached hereto as Exhibit B.

5. On December 21, 2001 Exodus timely filed an amended proof of claim in advance of the January 1, 2002 deadline for filing claims for rejection damages. A true and accurate copy of the amended proof of claim is attached hereto as Exhibit C. The proof of claim was amended to reflect unpaid pre-petition claims in the lesser amount of \$29,525.69, and \$391,361.48¹ of damages that resulted from the rejection of the Contract.

6. On January 31, 2002, Charles A. Dale, acting in his capacity as the Plan Trustee of the Debtor (the "Plan Trustee"), filed the Motion objecting to various proofs of claim filed in the above-captioned case. The Motion objects to Exodus' proof of claim (the "Proof of Claim") to the extent it exceeds \$22,921.00.

7. On March 6, 2002, the Plan Trustee and Exodus agreed to extend the time to file opposition to the Motion, until Friday March 15, 2002.

8. The Plan Trustee's objection to the Proof of Claim fails to articulate the basis for the Plan Trustee's claim that the Debtor was only in arrears pre-petition in the amount of \$22,921.00, rather than the \$29,525.69 set forth in the proof of claim, and the Plan Trustee states no grounds for his objection to all of Exodus' Contract rejection damages. As a result, Exodus

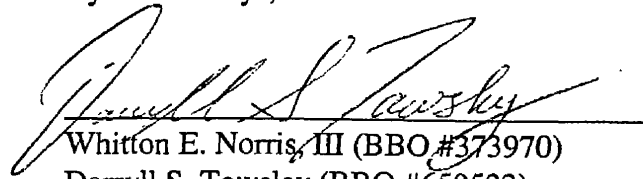
¹ This amount includes post-petition, pre-rejection amounts, which Exodus believes is eligible for an administrative priority. Exodus will shortly file a motion for leave to file a late administrative claim based on excusable neglect, which, if allowed, would reduce its rejection damages claim.

cannot proffer evidence or law to rebut the Plan Trustee's unspecific objection at this time, but will require discovery in order to identify any factual or legal issues between the parties.

Dated: March 15, 2002

Respectfully submitted,

Exodus Communications, Inc.,
By its attorneys,

A handwritten signature in cursive script, appearing to read "Darryll S. Towsley", is written over a horizontal line.

Whitton E. Norris, III (BBO #373970)

Darryll S. Towsley (BBO #650523)

Davis, Malm & D'Agostine, P.C.

One Boston Place

Boston, MA 02108

(617-367-2500)

Exhibit A

EXODUS COMMUNICATIONS, INC.

INTERNET DATA CENTER SERVICES AGREEMENT

THIS INTERNET DATA CENTER SERVICES AGREEMENT (this "Agreement") is made effective as of the Submittal Date (June 17 1999) indicated in the Initial Internet Data Center Services Order Form accepted by Exodus, by and between Exodus Communications, Inc. ("Exodus") and the customer identified below ("Customer").

PARTIES:

CUSTOMER NAME: ESSENTIAL.COM, INC.
ADDRESS: 3 BURLINGTON WOODS DRIVE
4TH FLOOR
BURLINGTON MA 01803
PHONE: (781) 329-9599
FAX: 781-229-9499

EXODUS COMMUNICATIONS, INC.
2630 San Tomas Expressway
Santa Clara, CA 95051
Phone: (408) 344-2300
Fax: (408) 344-2206

1. INTERNET DATA CENTER SERVICES.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Exodus will provide to Customer the services described in its Internet Data Center Services Order Form(s) ("IDC Services Order Form(s)") accepted by Exodus, or substantially similar services if such substantially similar services would provide Customer with substantially similar benefits ("Internet Data Center Services"). All IDC Services Order Forms accepted by Exodus are incorporated herein by this reference, each as of the Submittal Date indicated in such form.

2. FEE AND BILLING.

2.1 Fee. Customer will pay all fees due according to the IDC Services Order Form(s).
2.2 Billing Commencement. Billing for Internet Data Center Services, other than Setup Fees, indicated in the Initial IDC Services Order Form shall commence on the earlier to occur of (i) the "Installation Date" indicated in the Initial IDC Services Order Form, regardless of whether Customer has commenced use of the Internet Data Center Services, unless Customer is unable to install the Customer Equipment and/or use the Internet Data Center Services by the Installation Date due to the fault of Exodus, then billing will not begin until the date Exodus has remedied such fault and (ii) the date the "Customer Equipment" (Customer's computer hardware and other tangible equipment, as identified in the Customer Equipment List which is incorporated herein by this reference) is placed by Customer in the "Customer Area" (the portion(s) of the Internet Data Center, as defined in Section 3.1 below, made available to Customer hereunder for the placement of Customer Equipment) and is operational. All Setup Fees will be billed upon receipt of a Customer signed IDC Services Order Form. In the event that Customer orders additional Internet Data Center Services, billing for such services shall commence on the date Exodus first provides such additional Internet Data Center Services to Customer or as otherwise agreed to by Customer and Exodus.

2.3 Billing and Payment Terms. Customer will be billed monthly in advance of the provision of Internet Data Center Services, and payment of such fees will be due within thirty (30) days of the date of each Exodus invoice. All payments will be made in U.S. dollars. Late payments hereunder will accrue interest at a rate of one and one-half percent (1 1/2%) per month, or the highest rate allowed by applicable law, whichever is lower. If in judgment Exodus determines that Customer is not creditworthy or is otherwise not financially secure, Exodus may, upon written notice to Customer, modify the payment terms to require full payment before the provision of Internet Data Center Services or other assurances to secure Customer's payment obligations hereunder.

2.4 Taxes. All payments required by this Agreement are exclusive of all national, state, municipal or other governmental taxes, sales, value-added, use, personal property, and occupational taxes, excises, withholding taxes and obligations and other taxes now in force or enacted in the future, all of which Customer will be responsible for and will pay in full, except for taxes based on Exodus' net income.

3. CUSTOMER'S OBLIGATIONS.

3.1 Compliance with Law and Rules and Regulations. Customer agrees that Customer will comply at all times with all applicable laws and regulations and Exodus' general rules and regulations relating to its provision of Internet Data Center Services, as updated by Exodus from time to time ("Rules and Regulations"). Customer acknowledges that Exodus exercises no control whatsoever over the content of the information passing through its sites containing the Customer Area and equipment and facilities used by Exodus to provide Internet Data Center Services ("Internet Data Center"), and that it is the sole responsibility of Customer to ensure that the information it transmits and receives complies with all applicable laws and regulations.

3.2 Customer's Costs. Customer agrees that it will be solely responsible, and at Exodus' request will reimburse Exodus, for all costs and expenses (other than those included as part

of the Internet Data Center Services and except as otherwise expressly provided herein) it incurs in connection with this agreement.

3.3 Access and Security. Customer will be fully responsible for any charges, costs, expenses (other than those included in the Internet Data Center Services), and third party claims that may result from its use of, or access to, the Internet Data Center and/or the Customer Area including but not limited to any unauthorized use of any access services provided by Exodus hereunder. Except with the advanced written consent of Exodus, Customer's access to the Internet Data Center will be limited solely to the individuals identified and authorized by Customer to have access to the Internet Data Center and the Customer Area in accordance with this Agreement, as identified in the Customer Registration Form, as amended from time to time, which is hereby incorporated by this reference ("Registration Form").

3.4 No Competitive Services. Customer may not at any time provide any Internet Data Center Services to be utilized for the provision of any services that compete with any Exodus services, without Exodus' prior written consent.

3.5 Insurance.

(a) Minimum Levels. Customer will keep in full force and effect during the term of this Agreement (i) comprehensive general liability insurance in an amount not less than \$3 million per occurrence for bodily injury and property damage; (ii) employer's liability insurance in an amount not less than \$3 million per occurrence; and (iii) workers' compensation insurance in an amount not less than that required by applicable law. Customer also agrees that it will, and will be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain, other insurance at levels no less than those required by applicable law and customary in Customer's and its agents' industries.

(b) Certificate of Insurance. Prior to installation of any Customer Equipment in the Customer Area, Customer will furnish Exodus with certificates of insurance which evidence the minimum levels of insurance set forth above.

(c) Naming Exodus as an Additional Insured. Customer agrees that prior to the installation of any Customer Equipment, Customer will cause its insurance provider(s) to name Exodus as an additional insured and notify Exodus in writing of the alternative rate limit(s).

4. CONFIDENTIAL INFORMATION.

4.1 Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customer, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential information will include, but not be limited to, each party's proprietary software and customer information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information.

4.2 Exceptions. Information will not be deemed Confidential Information hereunder if such information (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Warranties by Customer.

(a) Customer Equipment. Customer represents and warrants that it owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the term of this Agreement, to place and use the Customer Equipment as contemplated by this Agreement. Customer further represents and warrants that its placement, arrangement, and use of the Customer Equipment in the Internet Data Center complies with the Customer Equipment Manufacturer's environmental and other specifications.

(b) Customer's Business. Customer represents and warrants that Customer's services, products, materials, data, information and Customer Equipment used by Customer in connection with this Agreement as well as Customer's and its permitted customers' and users' use of the Internet Data Center Services (collectively, "Customer's Business") does not as of the Installation Date, and will not during the term of this Agreement operate in any manner that would violate any applicable law or regulation.

(c) Rules and Regulations. Customer has read the Rules and Regulations and represents and warrants that Customer and Customer's Business are currently in full compliance with the Rules and Regulations, and will remain so at all times during the term of this Agreement.

(d) Breach of Warranties. In the event of any breach, or reasonably anticipated breach, of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Exodus will have the right immediately, in Exodus' sole discretion, to suspend any related Internet Data Center Services if deemed reasonably necessary by Exodus to prevent any harm to Exodus and its business.

5.2 Warranties and Disclaimers by Exodus

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5.2(a) Service Level Warranty. In the event Customer experiences any of the following and Exodus obtains in its reasonable judgment that such inability was caused by Exodus' failure to provide Internet Data Center Services for reasons within Exodus' reasonable control and not as a result of any actions or inactions of Customer or any third parties (including Customer Equipment and third party equipment), Exodus will, upon Customer's request in accordance with paragraph (a)(ii) below, credit Customer's account as described below:

(i) Inability to Access the Internet (Downtime). If Customer is unable to transmit and receive information from Exodus' Internet Data Center (i.e., Exodus' LAN and WAN) in other portions of its Internet because Exodus failed to provide the Internet Data Center Services for more than fifteen (15) consecutive minutes, Exodus will credit Customer's account the pro-rata connectivity charges (i.e., all bandwidth related charges) for one (1) day of service, up to an aggregate maximum credit of connectivity charges for seven (7) days of service in any one calendar (31) month. Exodus' scheduled maintenance of the Internet Data Center and Internet Data Center Services, as described in the Rules and Regulations, shall not be deemed to be a failure of Exodus to provide Internet Data Center Services. For purposes of the foregoing, "unable to transmit and receive" shall mean sustained packet loss in excess of 50% based on Exodus' measurements.

(ii) Packet Loss and Latency. Exodus does not proactively monitor the packet loss or transmission latency of specific customers. Exodus does, however, proactively monitor the aggregate packet loss and transmission latency within its LAN and WAN. In the event that Exodus discovers (either from its own efforts or after being notified by Customer) that Customer is experiencing packet loss in excess of one percent (1%) ("Excess Packet Loss") or transmission latency in excess of 100 milliseconds round trip time (based on Exodus' measurements) between any two Internet Data Centers within Exodus' U.S. network (collectively, "Excess Latency"), and with Exodus Packet Loss ("Excess Packet Loss/Latency"), and Customer notifies Exodus (or confirms that Exodus has notified Customer), Exodus will take all actions necessary to determine the source of the Excess Packet Loss/Latency.

(A) Time to Discover Source of Excess Packet Loss/Latency: Notification of Customer. Within two (2) hours of discovering the existence of Excess Packet Loss/Latency, Exodus will determine whether the source of the Excess Packet Loss/Latency is limited to the Customer Equipment and the Exodus equipment connecting the Customer Equipment to Exodus' LAN ("Customer Specific Packet Loss/Latency"). If the Excess Packet Loss/Latency is not a Customer Specific Packet Loss/Latency, Exodus will determine the source of the Excess Packet Loss/Latency within two (2) hours after determining that it is not a Customer Specific Packet Loss/Latency. In any event, Exodus will notify Customer of the source of the Excess Packet Loss/Latency within sixty (60) minutes after identifying the source.

(B) Remedy of Excess Packet Loss/Latency. If the Excess Packet Loss/Latency remedy is within the sole control of Exodus, Exodus will remedy the Excess Packet Loss/Latency within two (2) hours of determining the source of the Excess Packet Loss/Latency. If the Excess Packet Loss/Latency is caused from outside of the Exodus LAN or WAN, Exodus will notify Customer and will use commercially reasonable efforts to notify the party(ies) responsible for the source and cooperate with them to resolve the problem as soon as possible.

(C) Failure to Determine Source and/or Resolve Problem. In the event that Exodus is unable to determine the source of and remedy the Excess Packet Loss/Latency within the time periods described above (wherein Exodus was solely in control of the source), Exodus will credit Customer's account the pro-rata connectivity charges for one (1) day of service for every two (2) hours after the time periods described above that it takes Exodus to resolve the problem, up to an aggregate maximum credit of connectivity charges for seven (7) days of service in any one (1) month.

(d) Customer Must Request Credit: To receive any of the credits described in this section 5.2(a), Customer must notify Exodus within three (3) business days from the time Customer becomes eligible to receive a credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

(iv) Credits Shall Not Be Cumulative; Maximum Credit: In the event that Customer is entitled to multiple credits hereunder arising from the same event, such credits shall not be cumulative and Customer shall be entitled to receive only the maximum single credit available for such event. In no event will Exodus be required to credit Customer in any one (1) calendar month consecutively by charges in excess of seven (7) days of service. A credit shall be applied only in the month in which there was the incident that resulted in the credit. Customer shall not be eligible to receive any credits for periods in which Customer received any Internet Data Center Services free of charge.

(v) Termination Option for Critical Problems: If, in any single calendar month, Customer would be able to receive credits totaling fifteen (15) or more days (not for the limitation in paragraph (iv) above) resulting from three (3) or more events during such calendar month or, if any single event entitles customer to credits under paragraph 5.2(a)(i) for a period of eight (8) consecutive hours, then, Customer may terminate this Agreement for cause and without penalty by notifying Exodus within five (5) days following the end of each calendar month. Such termination will be effective thirty (30) days after receipt of such notice by Exodus.

THIS WARRANTY DOES NOT APPLY TO ANY INTERNET DATA CENTER SERVICES THAT EXPLICITLY INCLUDE THEIR WARRANTY (AS DESCRIBED IN THE SPECIFICATION SHEET FOR SUCH PRODUCTS). THE SECTION 5.2(a) STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY EXODUS TO PROVIDE INTERNET DATA CENTER SERVICES.

(b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTY SET OUT IN SUBSECTION (a) ABOVE, THE INTERNET DATA CENTER SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE INTERNET DATA CENTER SERVICES IS AT ITS OWN RISK. EXODUS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXODUS DOES NOT WARRANT THAT THE INTERNET DATA CENTER SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. EXODUS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM EXODUS' INTERNET DATA CENTERS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY THESE THIRD PARTIES CAN PRODUCE SITUATIONS IN WHICH EXODUS' CUSTOMERS' CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF) MAY BE IMPAIRED OR INTERRUPTED. ALTHOUGH EXODUS WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, EXODUS CANNOT GUARANTEE THAT THEY WILL NOT OCCUR. ACCORDINGLY, EXODUS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. LIMITATIONS OF LIABILITY.

6.1 Personal Injury. EACH REPRESENTATIVE AND ANY OTHER PERSONS VISITING THE INTERNET DATA CENTERS DOES SO AT ITS OWN RISK AND EXODUS ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM TO SUCH PERSONS RESULTING FROM ANY CAUSE OTHER THAN EXODUS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO SUCH PERSONS DURING SUCH A VISIT.

6.2 Damage to Customer Equipment or Business. EXODUS ASSUMES NO LIABILITY FOR ANY DAMAGE TO, OR LOSS RELATING TO, CUSTOMER'S BUSINESS RESULTING FROM ANY CAUSE WHATSOEVER. CERTAIN CUSTOMER EQUIPMENT, INCLUDING BUT NOT LIMITED TO CUSTOMER EQUIPMENT LOCATED ON CYBERSHACKS, MAY BE STRICTLY ACCOUNTABLE BY OTHER CUSTOMERS. EXODUS ASSUMES NO LIABILITY FOR ANY DAMAGE TO, OR LOSS OF, ANY CUSTOMER EQUIPMENT RESULTING FROM ANY CAUSE OTHER THAN EXODUS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT EXODUS IS LIABLE FOR ANY DAMAGE TO, OR LOSS OF, THE CUSTOMER EQUIPMENT FOR ANY REASON, SUCH LIABILITY WILL BE LIMITED SOLELY TO THE THEN-CURRENT VALUE OF THE CUSTOMER EQUIPMENT.

6.3 Exclusions. EXCEPT AS SPECIFIED IN SECTIONS 6.1 AND 6.2, IN NO EVENT WILL EXODUS BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER EQUIPMENT, CUSTOMER'S BUSINESS OR OTHERWISE, AND ANY LOST REVENUE, LOST PROFITS, REPLACEMENT COSTS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, DIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR OF ANY CUSTOMER EQUIPMENT OR CUSTOMER'S BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6.4 Maximum Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXODUS'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER TO EXODUS HEREUNDER FOR THE PRIOR TWELVE (12) MONTH PERIOD.

6.5 Customer's Insurance. Customer agrees that it will not pursue any claims against Exodus for any liability Exodus may have under or resulting to this Agreement until Customer first makes claims against Customer's insurance provider(s) and such insurance provider(s) finally resolve(s) such claims.

6.6 Basis of the Bargain; Failure of Essential Purpose. Customer acknowledges that Exodus has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimer of warranties and damages set forth herein, and that the terms form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

7. INDEMNIFICATION.

7.1 Exodus' Indemnification of Customer. Exodus will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorney's fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (such as an "Action") brought against Customer alleging (i) the infringement of any third party registered U.S. copyright or licensed U.S. patent resulting from the provision of Internet Data Center Services pursuant to this Agreement (but excluding any infringement contributorily caused by Customer's Business or Customer Equipment) and (ii) personal injury to Customer's Representative(s) from Exodus' gross negligence or willful misconduct.

7.2 Customer's Indemnification of Exodus. Customer will indemnify, defend and hold Exodus, its affiliates and customers harmless from and against any and all Losses resulting from or arising out of any Action brought by or against Exodus, its affiliates or customers alleging: (a) with respect to the Customer's Business: (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming; or any other offensive, harassing or illegal conduct or violation of the Rules and Regulations; (b) any damage or destruction to the Customer Area, the Internet Data Centers or the equipment of Exodus or any other customer by Customer or Representative(s) or Customer's designees; or (c) any other damage arising from the Customer Equipment or Customer's Business.

7.3 Notice. Each party will provide the other party prompt written notice upon the occurrence of any such event of which it becomes aware, and an opportunity to participate in the defense thereof.

8. TERM AND TERMINATION.

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1.1 Term. This Agreement will be effective for a period of one (1) year from the Installation Date, unless earlier terminated according to the provisions of this Section 8. The Agreement will automatically renew for additional terms of one (1) year each.

1.2 Termination.

(a) For Convenience.

(i) By Customer During First Thirty Days. Customer may terminate this Agreement for convenience by providing written notice to Exodus at any time during the thirty (30) day period beginning on the Installation Date.

(ii) By Either Party. Either party may terminate this Agreement for convenience at any time effective after the first (1st) anniversary of the Installation Date by providing ninety (90) days' prior written notice to the other party as set forth hereunder.

(b) For Cause. Either party will have the right to terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from Exodus; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

1.3 No Liability for Termination. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

1.4 Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (a) Exodus will immediately cease providing the Internet Data Center Services; (b) any and all payment obligations of Customer under this Agreement will become due immediately; (c) within thirty (30) days after such expiration or termination, each party will return all Confidential Information of the other party in its possession as the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or regulatory record keeping requirements; and (d) Customer will remove from the Internet Data Center all Customer Equipment and any of his other property within the Internet Data Center within five (5) days of such expiration or termination and return the Customer Area to Exodus in the same condition as it was on the Installation Date, normal wear and tear excepted. If Customer does not remove such property within such five-day period, Exodus will have the option to (i) remove any and all such property in secure storage and charge Customer for the cost of such removal and storage, and/or (ii) liquidate the property in any reasonable manner.

1.5 Customer Equipment as Security. In the event that Customer fails to pay Exodus all amounts owed Exodus under this Agreement when due, Customer agrees that upon written notice, Exodus may take possession of any Customer Equipment and store it, at Customer's expense, until there is full or partial satisfaction of any lien or judgment, all without being liable in prosecution or for damages.

1.6 Survival. The following provisions will survive any expiration or termination of this Agreement: Sections 2, 3, 4, 5, 6, 7, 8 and 9.

2. MISCELLANEOUS PROVISIONS.

2.1 Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, strike, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

2.2 No Lease. This Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. Customer acknowledges and agrees that (i) it has been granted only a license to occupy the Customer Space and use the Internet Data Center and any equipment provided by Exodus in accordance with this Agreement. (ii) Customer has not been granted any real property interest in the Customer Space or Internet Data Center, and (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances. For good cause, including the

exercise of any rights under Section 3.3 above, Exodus may suspend the right of any Representative or other person to visit the Internet Data Center.

2.3 Marketing. Customer agrees that Exodus may refer to Customer by trade name and trademark, and may briefly describe Customer's business, in Exodus' marketing materials and web site. Customer hereby grants Exodus a license to use any Customer trade names and trademarks solely in connection with the rights granted to Exodus pursuant to this Section 2.3.

2.4 Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

2.5 Non-Solicitation. During the period beginning on the Installation Date and ending on the first anniversary of the termination or expiration of this Agreement in accordance with its terms, Customer agrees that it will not, and will ensure that its affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by Exodus during such period.

2.6 Governing Law; Dispute Resolution; Severability Waiver. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) will be resolved at the request of either party through binding arbitration. Arbitration will be conducted in Santa Clara County, California, under the rules and procedures of the Judicial Arbitration and Mediation Society ("JAMS"). The parties will request that JAMS appoint a single arbitrator possessing knowledge of online services agreements; however the arbitration will proceed even if such a person is unavailable. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

2.7 Assignment/Notice. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Exodus, except that Customer may assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation without such consent will be void. Exodus may assign this Agreement in whole or in part. This Agreement will bind and issue to the benefit of each party's successors and permitted assigns. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight carrier, sent by certified mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated on the signature page hereof, or at such other address as may hereunder be furnished in writing by either party to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier.

2.8 Relationship of Parties. Exodus and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Exodus and Customer. Neither Exodus nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

2.9 Entire Agreement; Counterparts. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

Customer's and Exodus' authorized representatives have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first above written.

CUSTOMER

Signature: Patrick Moxon
Print Name: Patrick Moxon
Title: VP, OPERATIONS

EXODUS COMMUNICATIONS, INC.

Signature: Sallie E. McKeen
Print Name: SALLIE E. MCKEAN
Title: CONTRACTS

Exhibit B

FORM 10
(6/99)

FORM 10. PROOF OF CLAIM

United States Bankruptcy Court District of <u>Massachusetts</u>		PROOF OF CLAIM	
In re (Name of Debtor) <u>Essential.com, Inc.</u>		Case Number <u>01-15339-wcb</u>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or entity to whom the debtor owes money or property) <u>Exodus</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notice from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address Where Notices Should Be Sent <u>Exodus Communication</u> <u>C/O Jonathan Neil & Associates Inc.</u> <u>P.O. Box 7000</u> <u>Tarzana CA 91357</u> <u>Telephone No. (800) 331-6333</u>		THIS SPACE IS FOR COURT USE ONLY BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS 01-15339-WCB 9-17-01	
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR			
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ (date) to _____ (date)			
2. DATE DEBT WAS INCURRED <u>6/29/01</u>		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.			
<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges included in secured claim above, if any \$ _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ <u>105,824.62</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$ 2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(2) <input type="checkbox"/> Contributions to an employee benefit plan - U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$ 500 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - 11 U.S.C. §§ 507(a)(2), (a)(5) - (Describe briefly)	
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ <u>105,824.62</u> (Unsecured)		\$ _____ (Secured) \$ _____ (Priority) \$ <u>105,824.62</u> (Total)	
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY	
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date <u>9-17-01</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <u>Tom Brown</u>		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.

Exhibit C

FORM B10 (Official Form 10) (Rev. 4/01)

United States Bankruptcy Court District of Massachusetts, Eastern Division

PROOF OF CLAIM

Name of Debtor
Essential.com, Inc.

Case Number
01-15339-WCH

Name of Creditor (The person or other entity to whom the debtor owes money or property):
Exodus Communications, Inc.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name and address where notices should be sent:
Lawrence M. Schwab, Esq.
Thomas Gaa, Esq.
Blalson, Bergen & Schwab
2600 El Camino Real, Suite 300
Palo Alto, CA 94306
Telephone number: (650) 857-9500

Check box if you have never received any notices from the bankruptcy court in this case
X Check box if the address differs from the address on the envelope sent to you by the court.

This space is for Court Use Only

Account or other number by which creditor identifies debtor:

Check here if this claim replaces X amends a previously filed claim, dated: 6/17/01

1. Basis for Claim
Goods sold
X Services performed
Money loaned
Personal injury/wrongful death
Taxes
Other

Retiree benefits as defined in 11 U.S.C. § 1114(a)
Wages, salaries, and compensation (Fill out below)
Your SS#:
Unpaid compensation for services performed from (date) to (date)

2. Date debt was incurred: See Exhibit "A"

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: \$ 420,887.17
If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below.
Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.
Check this box if your claim is secured by collateral (including a right of setoff).
Brief Description of Collateral:
Real Estate Motor Vehicle
Other

6. Unsecured Priority Claim.
X Check this box if you have an unsecured priority claim
Amount entitled to priority \$ 171,103.21
Specify the priority of the claim:
Wages, salaries, or commissions (up to \$4,860)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
Alimony, m
Taxes or penalties owed to governmental unit - 11 U.S.C. § 507(a)(8)
X Other - Specify applicable paragraph of 11 U.S.C. § 507(a) - Administrative Expense
*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter, with respect to cases commenced on or after the date of adjustment.

7. Attachments of claim.
Attach copies of supporting documents, such as promissory notes, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

This space is for Court Use Only
Filing Date: MAR 13 2002

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim

Date
Dec. 21, 2001

Signature of creditor or other person authorized to file this claim
Thomas M. Gaa, Authorized Attorney

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3671.

COPY

ADDENDUM TO PROOF OF CLAIM

Debtor: Essential.com, Inc.
Case No.: 01-15339-WCH

Essential.com, Inc. ("Debtor") is liable to Exodus Communications, Inc. ("Claimant") in the amount of \$420,887.17 for amount due and payable under the terms of that certain Internet Data Center Services Agreement dated June 17, 1999 ("Service Agreement") between the Debtor and the Claimant. A copy of the Service Agreement is attached hereto as Exhibit "A".

A more detailed statement of the amount due under the Service Agreement is set out below:

Accrued unpaid amount incurred pre-petition (See Exhibit "B")	\$29,525.69
Accrued unpaid amount incurred post-petition (See Exhibit "B")	\$171,103.21
Damages resulting from the rejection of the Service Agreement (See Exhibit "C")	\$220,258.27
	<u>\$420,887.17</u>

Claimant is mitigating the damages arising from Debtor's rejection of the Service Agreement and will amend this Claim to reflect any such reduction.

This Claim is filed under compulsion of the bar date established in this case and is filed to protect the Claimant from forfeiture of its Claim. The execution and filing of this Claim is not: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or part of the claim; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving the Claimant; or (d) an election of remedy which waives or otherwise affects any other remedy. The Claimant expressly reserves its rights to file other proofs of claim or requests for allowance and payment of any administrative expense with respect to the Claim set forth herein or otherwise (which proof of claim or request, if so filed, shall not be deemed to supersede this Claim), to amend or supplement this Claim in any respect, including with respect to the filing of an amended claim or to file additional proofs of claim for claims not covered by this Claim.

Claimant asserts, without limitation, the following additional claims, as to all of which Claimant expressly reserves and preserves all rights, notwithstanding anything contained in this Proof of Claim, including, without limitation, (i) the right to claim administrative expense priority for any unsecured portion of the claim; (ii) interest, attorneys' fees and costs which continue to accrue and be incurred; (iii) rights to estimate contingent and assert additional claims if contingent claims are estimated and/or liquidated; and (iv) any other claim Claimant may have against the Debtor relating to or incidental to any loans made by Claimant to the Debtor.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re:)	
)	Chapter 11 Case No. 01-15339 WCH
ESSENTIAL.COM, INC.,)	
Debtor)	

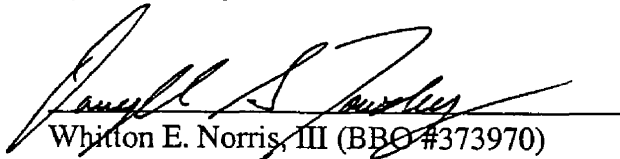
CERTIFICATE OF SERVICE

I, Darryll S. Towsley, hereby certify that I served a copy of the attached **Response Of Exodus Communications To The Plan Trustee's First Omnibus Objection To Proofs Of Claim** by delivering the same in the manner shown to those named and at the addresses shown, on the attached list.

Dated: March 15, 2002

Respectfully submitted,

Exodus Communications, Inc.,
By its attorneys,



Whitton E. Norris, III (BBO #373970)
Darryll S. Towsley (BBO #650523)
Davis, Malm & D'Agostine, P.C.
One Boston Place
Boston, MA 02108
(617-367-2500)

CERTIFICATE OF SERVICE

Harold B. Murphy, Esq.
Hanify & King
One Federal Street, 13th Floor
Boston, MA 02110

BY HAND DELIVERY

U.S. Trustee
11th Floor, Room 1184
10 Causeway Street
Boston, MA 02222

BY HAND DELIVERY

Charles A. Dale, III
Alex F. Mattera, Esq.
Gadsby & Hannah, LLP
225 Franklin Street
Boston, MA 02110-1617

BY HAND DELIVERY

Those listed on the attached Service List were served via the United States Post Office,
first-class mail, postage prepaid:

Dennis A. Clarke
Cummings Properties LLC
200 West Cummings Park
Woburn, MA 01803

Burlington Woods Office Trust No. 1
c/o Finard & Company, LLC
One Burlington Woods
Burlington, MA 01803-4503

Lucent Technologies, Inc.
100 Burt Road
Andover, MA 01810

Storage Networks
Attn: Chief Financial Officer
100 Fifth Avenue
Waltham, MA 02451

Debbie Howard
Contract Administrator
Exodus Communications, Inc.
2831 Mission College Blvd.
Santa Clara, CA 9505401838

New England Copy Specialists Inc.
39 Sixth Road
Woburn, MA 01888

Share Group, Inc.
99 Dover Street
Somerville, MA 02144

August Fromuth
AGF Direct Gas Sales & Servicing, Inc.
1000 Elm Street, 12th Floor
Manchester, NH 03101

Linda Monico
NYSEG Solutions, Inc.
2 Court Street
Binghamton, NY 13901

Mr. Michael Fusco
ServicEdge Partners, Inc.
62 Second Avenue
Burlington, MA 01803

Shell Energy
1221 Lamar Street, Suite 1000
Houston, TX 77010

Bernie Bilski, President
WeatherWise USA Inc.
One North Shore Center
Pittsburgh, PA 15212

Julie S. Mantis
EarthLink Networks, Inc.
3100 New York Drive
Pasadena, CA 91107

Mr. Raymond E. Disch, President
Power Works, L.L.C.
160 West State Street
Trenton, NJ 08608

Linkshare Corporation
215 Park Avenue South, 8th Floor
New York, NY 10003

Gerald N. Rhodes, President
Exelon Energy
2600 Monroe Blvd.
Norristown, PA 19403

Linda G. Appelstein
Director of Marketing
Exelon Energy
2600 Monroe Blvd.
Norristown, PA 19403

Mr. David Cuthbert
Nexus Energy Guide, Inc.
16 Laurel Avenue, Suite 100
Wellesley Hills, MA 02481

Ms. Rebecca L. Lynch
Consolidated Edison Co. of New York, Inc.
9 Irving Place, 9th Floor South
New York, NY 10003

Petroleum Heat & Power
385 University Avenue
Westwood, MA 02090

Valerie F. Finneran
Suburban Propane, L.P.
240 Route 10 West
Whippany, NJ 07981

Michael DeBerdine III
Rhodes Energy Corporation
1300 Loop Road
Lancaster, PA 17601

Mr. Dave Manly
Energy USA
500 Myles Standish Blvd.
Taunton, MA 02780-1028

Mr. John Sutherland
KeySpan Energy Services, Inc.
14-04 111 Street
College Point, NY 11356

Mr. Rick Kohl
Preferred Energy Services, Inc.
151 Bernal Road, Suite 1
San Jose, CA 95119

Ms. Linda D. Ratchford
Conectiv
252 Chapman Road
PO Box 6066
Newark, DE 19714

Consolidated Edison Co. of NY, Inc.
Attn: Section Manager
4 Irving Place, 9th Floor
New York, NY 10017

Mantiss, an Extant Company
Attn: President
200 North LaSalle, Suite 2450
Chicago, IL 60601

Carlo L. Ciabattoni
Supplier Admin. Group, N4-4
PECO Energy Company
2301 Market Street
Philadelphia, PA 19103

PJM Interconnection, LLC
955 Jefferson Avenue
Valley Forge Corporate Center
Norristown, PA 19403

Mr. James P. Townsend
Townsend Oil Company, Inc.
3 Oak Street
Beverly Farms, MA 01915

Energy Services Group, LLC
33 Riverside Drive, Suite 100
Pembroke, MA 02359

Mr. J. Leonard Bicknell
Alvin Hollis & Company, Inc.
1 Hollis Street
So. Weymouth, MA 02190

Mr. William G. O'Brien
AllEnergy Marketing Company, LLC
95 Sawyer Road
Waltham, MA 02453

Susan Sharp
Info Directions, Inc.
833 Phillips Road
Victory, NY 14564

Mary L. Cottrell
Executive Secretary
Mass. Dept. of Telecommunications
One South Station
Boston, MA 02110

Hon. Debra Renner
Secretary to the Commission
New York State Public Service Commission
Three Empire State Plaza
Albany, NY 12223

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
B-20 North Office Building
Harrisburg, PA 17120

Felecia L. Greer
Executive Secretary
Public Service Commission of Maryland
6 St. Paul Street
Baltimore, MD 21202

Frances L. Smith, Secretary
New Jersey Board of Public Utilities
Two Gateway Center
Newark, NJ 07102

Ms. Karen Nickerson, Secretary
The Public Service Commission of Delaware
861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, DE 19904

Jesse P. Clay, Jr., Commission Secretary
Public Service Commission of the
District of Columbia
717 14th Street
Washington, CD 20005

Commonwealth of Massachusetts
Division of Employment & Training
Attn: Chief Counsel
Hurley Building-Government Center
Boston, MA 02114

Office of the Attorney General
Commonwealth of Massachusetts
Consumer Protection Division
One Ashburton Place
Boston, MA 02108

Massachusetts Department of Revenue
PO Box 7046
Boston, MA 02204

Internal Revenue Service
James Spinale, MS 20800
JFK Federal Building
PO Box 9112
Boston, MA 02203

Qwest Communication Services
Wholesale Services
PO Box 36481
Louisville, KY 40233-6481

TMNG
PO Box 911376
Dallas, TX 75391-1376

Verizon
Acct. # VEROA56Y
PO Box 8585
Philadelphia, PA 19170-3007

Finard & Company LLC
PO Box 845391
Boston, MA 02284-5394

Verizon
Acct. # VERMA056
PO Box 15123
Albany, NY 12212-5123

Verizon
Acct. # VERNJ12Y
PO Box 15123
Albany, NY 12212-5123

Verizon
Acct. # VERNJ12Y
PO Box 4833
Trenton, NJ 08650-4833

Verizon
Acct. # VERMD41Y
PO Box 17577
Baltimore, MD 21297-0513

Vermont Department of Public Service
112 State Street, Draw 20
Montpelier, VT 05602

Office of the Attorney General
Alabama State House
11 South Union Street, 3rd Floor
Montgomery, AL 36130

Office of the Attorney General
1525 Sherman Street, 7th Floor
Denver, CO 80203

Office of the Attorney General
The Capitol
Tallahassee, FL 32399-1050

Office of the Attorney General
1024 Capital Center Drive
Frankfort, KY 40601

Office of the Attorney General
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Jackson, MS 39205

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New York, The Capitol
Albany, NY 12224-0341

Office of the Attorney General
150 South Main Street
Providence, RI 02903

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Rembert Dennis Building
1000 Assembly Street, Room 501
Columbia, SC 29211

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425 Fifth Avenue
Nashville, TN 37243

Utah State Attorney General
Administration Office
160 East 300 South, 6th Floor
Heber Wells Building
Salt Lake City, UT 84114

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Newton, MA 02459

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Houston, TX 77010

NY Telecommunications & Energy
120 Broadway
New York, NY 10271

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Raniero D'Aversa Jr., Esq.
Mayer, Brown & Platt
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New York, NY 10019

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Hanify & King
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Joseph J. Hamilton, Esquire
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Renaissance One
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(counsel to Share Group, Inc.)
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Ronald B. Rich & Associates
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Farmington Hills, MI 48334

Dana Frix
Kemal Hawa
O'Melveny & Myers, LLP
1650 Tysons Boulevard, Suite 1150
McLean, Virginia 22102

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DISTRICT OF MASS.