

Original



DM 11-186  
People's Power & Gas, LLC  
1217 East Cape Coral Parkway, Suite 220  
Cape Coral, FL 33904  
P: 855-85POWER, F: 855-857-1188  
Info@PeoplesPower.com

Sept 21, 2011

Debra Howland, Executive Director  
21 South Fruit Street, Suite 10  
Concord, N.H. 03301-2429

**Docket Number: DM 11-186**



**RE: PEOPLE'S POWER & GAS LLC'S REGISTRATION AS A COMPETITIVE NATURAL GAS PROVIDER**

Enclosed with this letter please find People's Power & Gas' amended original application and 2 copies and I have also sent a PDF version via email to Robert Wyatt as to be in compliance with 3003.01(a). People's Power & Gas has not conducted any marketing activity or any kind of solicitation and will not do so until approved by the New Hampshire Public Utilities Commission in order to be in compliance with section 3003.01(b). I have included the registration application under the rule 3003.01(c). I have attached a draft of the letter of credit to fulfill the financial obligation of 100,000 to be in compliance with section 3003.01(d). People's Power & Gas has attached there agreement to be a shipper on the Tennessee Gas Pipeline to comply with section 3003.01(d)(2). Initial registration fee was sent in the original filing of application Section 3003.01(d)(3) . I have also been in compliance with section 3003.01(i) via email to all LDC's and have attached Robert Wyatt on the emails. People's Power & Gas has also attached the CNGS registration form as requested in section 3006.01(a)(1)-(22). I believe People's Power & Gas has met all requirements according to the rules and regulations of the New Hampshire Public Utility Commission to obtain a Competitive Natural Gas Supplier License.

Please feel free to contact me with any additional questions you may have. I can be reached via email at DPearsall@PeoplesPower.com or on my cell @ 203-648-7744.

Sincerely,

David O. Pearsall  
Chairman & CEO  
People's Power & Gas LLC

## SYSTEM LICENSE AGREEMENT

This System License Agreement is entered into this 24<sup>th</sup>, day of June, 2011, by and between Tennessee Gas Pipeline Company, Midwestern Gas Transmission Company ("Pipeline") and People's Power & Gas, LLC ("Subscriber"). Pipeline and Subscriber shall be collectively referred to as the "Parties."

### ARTICLE I - SCOPE OF AGREEMENT

Pipeline shall make available for use by Subscriber Pipeline's interactive computer system, ("the System"). Subscriber shall use the System to (1) request new services under applicable rate schedules; (2) request and execute amendments of existing service agreements; (3) nominate quantities for receipt and delivery by Pipeline pursuant to an existing service agreement under any of Pipeline's rate schedules; (4) effect changes in nominations of quantities for receipt and delivery by Pipeline pursuant to an existing service agreement in accord with the rate schedule pursuant to which service is rendered; (5) participate in Pipeline's capacity release program (e.g., post release requests, bid on capacity) in accord with provisions of the General Terms and Conditions of Pipeline's FERC Gas Tariff; and (6) use the Pipeline Mapping System. Subscriber may also use the System to request and receive from Pipeline such other information as Pipeline may from time to time make available to Subscriber through the System.

### ARTICLE II - TERMS AND CONDITIONS OF AUTHORIZED USE

- 2.1 Upon Subscriber's request, Pipeline will make available to Subscriber any software necessary to operate the System. Pipeline and Subscriber will agree on the number of copies which Pipeline will make available to Subscriber, not to exceed five (5) copies. Subscriber is not authorized to make any additional copies without the express written consent of Pipeline. Any System software remains the property of Pipeline, and Subscriber shall return to Pipeline any software issued by Pipeline within five (5) days of the expiration or termination of this Agreement or within five (5) days of any demand by Pipeline for the return of such software upon breach by Subscriber of its obligations hereunder.
- 2.2 Subscriber recognizes that the System will operate properly only if Subscriber utilizes the hardware and software as posted on Pipeline's web site under "Notices."
- 2.3 Pipeline will provide Subscriber with a User ID and a unique password for each authorized user within Subscriber. To prevent unauthorized access, Subscriber shall be responsible for securing physical access to the System and to keep confidential its User ID and all passwords provided by Pipeline.
- 2.4 Subscriber shall identify one or more of its employees and/or officers to perform the contracting function and thereby legally bind Subscriber to any service agreement or amended service agreement entered into with Pipeline. Subscriber represents and warrants to Pipeline that the person(s) which have been designated for the contracting function have been duly authorized by the Subscriber to enter into service agreements or amended service agreements with Pipeline.
- 2.5 Liability -- Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of User ID and passwords issued by Pipeline to Subscriber that results from Subscriber's negligence, including, but not limited to the use of such User ID and passwords by Subscriber's personnel who at some point are no longer in Subscriber's employment or control. Upon evidence of unauthorized or improper use of a User ID or password, Pipeline reserves the right to invalidate, upon 72 hours prior notice, any such password or User ID.

Subscriber shall defend and indemnify Pipeline from and against any and all claims, demands and actions, and any resulting loss, costs, damages and expenses (including court costs and reasonable attorneys fees) of any nature whatsoever which may be asserted against or imposed upon Pipeline by any person as a result of the unauthorized or otherwise improper use of any User ID or password issued by Pipeline to Subscriber, except when such unauthorized or improper use is the result of access to User ID or password through Pipeline or negligence or wrongful conduct on the part of the Pipeline.



SYSTEM LICENSE AGREEMENT (continued)

ARTICLE III - INITIATION/MODIFICATION OF SERVICE

- 3.1 Following transmittal of Subscriber's request for service or amendment of existing service, such request shall be evaluated and accepted or rejected by Pipeline in accord with the General Terms and Conditions of its FERC Gas Tariff. If such request is accepted by Pipeline, Subscriber will be notified by Pipeline of such acceptance via the System and Subscriber shall execute on-line the requested new service or amendment of existing service.
- 3.2 With respect to requests for new transportation or storage service, Subscriber, at the time that it executes on-line its request in accord with Section 3.1 above, agrees to be bound by the terms and conditions of the pro-forma service agreement contained in Pipeline's FERC Gas Tariff which corresponds to the Rate Schedule under which the Subscriber is seeking service, as modified to incorporate the terms of the service request.
- 3.3 With respect to requests for modifications to meters in an existing service agreement between Subscriber and Pipeline, the Subscriber agrees to be bound by the terms and conditions of the pro forma contract amendment contained in Pipeline's FERC Gas Tariff, as modified to incorporate the meter modifications executed on-line by Subscriber.

ARTICLE IV - RELEASE AND DISCLAIMER OF LIABILITY/INDEMNIFICATION

- 4.1 Except for the negligence, bad faith, fraud or willful misconduct of Pipeline, Pipeline expressly disclaims any and all liability for loss or damage to Subscriber or to any third parties associated with Subscriber's use of the System, including but not limited to any loss or damage resulting from any one or more of the following: (1) Subscriber's negligent or otherwise improper use of the System; (2) any unauthorized use of the System, whether by Subscriber, Subscriber's employees or former employees, or by any other persons except unauthorized use of the System through Pipeline without going through the User; (3) any acts of God or force majeure, as defined in Article XII of Transporter's General Terms and Conditions, and also including electrical shortage and/or power outages; (4) any defects in computer hardware; (5) any interruption in or malfunction of electronic communication or transmission not within the Pipeline's control. Such causes or contingencies affecting the performance of this Agreement shall not relieve Pipeline of liability in the event (a) it fails to use due diligence to remedy the situation and remove the causes or contingencies affecting performance of this Agreement or (b) it fails to give Subscriber notice and full particulars of the same in writing or by telegraph or facsimile as soon as possible after the event or situation arises.
- 4.2 Subscriber agrees to protect, defend, indemnify, and hold harmless Pipeline against any and all loss, costs, damages, and expenses of any nature whatsoever (including court costs and reasonable attorney's fees), resulting from or otherwise related to any claim, demand, or action asserted against Pipeline, arising from or connected with Subscriber's use of the System except for the negligence, bad faith, fraud or willful misconduct of Pipeline.

ARTICLE V - TERM

This Agreement shall be and continue in full force and effect from the date of execution hereof until twelve (12) months after implementation of restructured services pursuant to Order No. 636 by Pipeline and shall continue thereafter on a month to month basis unless terminated by Pipeline for due cause or at the request of Subscriber. Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority to make changes in the rates, charges, terms and conditions applicable to service pursuant to this Agreement or any provisions of the General Terms and Conditions applicable to this Agreement. Pipeline agrees that Subscriber may protest or contest the aforementioned filings and that Subscriber does not waive any rights it may have with respect to such filings.

SYSTEM LICENSE AGREEMENT (continued)

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

Pipeline: Tennessee Gas Pipeline Company  
  
P. O. Box 2511  
Houston, Texas 77252-2511  
  
Attention: Director, Transportation Services

SUBSCRIBER: People's Power & Gas, LLC  
1217 East Cape Coral Prky, Suite 220  
Cape Coral, FL 33904

Attention: Steven Malkiewicz

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE VII - MISCELLANEOUS

- 7.1 Conformance with Tariff -- Subscriber's use of the System shall be in accordance with and subject to Pipeline's currently effective FERC Gas Tariff, including any and all applicable provisions of the General Terms and Conditions and the terms and conditions of any relevant rate schedules, all of which terms and conditions are incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and any other applicable terms and conditions set forth in Pipeline's FERC Gas Tariff, such other terms and conditions shall govern. For Subscriber's convenience, the terms and provisions of Pipeline's FERC Gas Tariff are available on the System. In the event of a conflict between what is displayed on the System and Pipeline's currently effective FERC Gas Tariff on file with the Federal Energy Regulatory Commission (FERC), Pipeline's currently effective tariff on file with FERC shall govern.
- 7.2 THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 7.3 This Agreement and the obligations of the Parties are subject to all present and future valid laws with respect to the subject matter either state or federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.
- 7.4 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 7.5 Unless otherwise expressly provided in this Agreement or in Pipeline's FERC Gas Tariff, no modification of or supplement to the terms and provisions hereof shall be or become effective, until Subscriber has submitted a request for change in accordance with Article III hereof.
- 7.6 This Agreement, as of the date of its execution, shall supersede and cancel any previously executed agreements between Pipeline and Subscriber with respect to the use of the System.
- 7.7 Pipeline reserves the right to modify or replace the System at any time.

SYSTEM LICENSE AGREEMENT (continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

*4/19/10  
JW*

By: *William M. Mena*  
Agent and Attorney-in-Fact

Accepted and Agreed to this

12 day of July, 2011

SUBSCRIBER: ~~People's Power & Gas, LLC~~

By: *Steven M. Malkiewicz*

Name: Steven M. Malkiewicz

Title: Chief Financial Officer





People's Power & Gas, LLC  
1217 East Cape Coral Parkway, Suite 220  
Cape Coral, FL 33904  
P: 855-85POWER, F: 855-857-1188  
Info@PeoplesPower.com

Form for Initial and Renewal Registration of Competitive Natural Gas Suppliers.

(a) The registration application required by Puc 3003.01(a) and Puc 3003.02(a) shall include the following:

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state and, if available, its website address;

**People's Power & Gas LLC**  
**Peoplespower.com**

(2) The applicant's business address, telephone number, and e-mail address;

**1217 East Cape Coral Pkwy Ste 220**  
**Cape Coral FL. 33904**  
**1-855-857-6937**  
**reg@peoplespower.com**

(3) The applicant's place of incorporation, if anything other than an individual;

**Delaware Exhibit A**

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual; **David Pearsall, Founder & CEO**

**1217 East Cape Coral Pkwy, Ste 220, Cape Coral, FL 33904**  
**1-855-857-6937**  
**dpearsall@peoplespower.com**

(5) The following regarding any affiliate or subsidiary of the applicant which is conducting business in New Hampshire: **People's Power & Gas has no affiliates or subsidiaries conducting business in New Hampshire.**

a. The name, business address and telephone number of the entity; **N/A**

b. A description of the business purpose of the entity; and **N/A**

c. A description of any agreement(s) with any affiliated New Hampshire LDC(s); **N/A**

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

**Kristen Cassidy**  
**Customer service manager**  
**1-855-857-6937**  
**kcassidy@peoplespower.com**

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries.

**Ingrid Peterson**  
**Executive assistant**  
**1217 East Cape Coral Pkwy Ste 220**  
**Cape Coral FL. 33904**  
**1-855-857-6937**  
**ipeterson@peoplespower.com**

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

**Corporation Service Company  
D/B/A/ Lawyers Incorporated Services  
14 Centre Street  
Concord NH. 03301  
Contact name: Doreen Wallace**

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

**Entity # 645904 Exhibit B**

(10) A list of LDCs in New Hampshire through which the applicant intends to provide service. To the extent an applicant does not intend to provide service in the entire franchise area of an LDC, this list shall delineate the cities and towns where the applicant intends to provide service;

**People's Power & Gas will be providing service in:**

**National Grid/Energy North**

**Unitil/Northern territories**

**People's Power will be providing service in all areas that current utility provides.**

(11) A description of the types of customers the applicant intends to serve;

**Commercial, Industrial, Municipal**

(12) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of natural gas; **People's Power has no complaints.**

(13) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

**Applicant or any of applicant's principles have never been convicted of a felony.**

a. For partnerships, any of the general partners; **N/A**

b. For corporations, any of the officers, directors or controlling stockholders; or **N/A**

c. For limited liability companies, any of the managers or members ;**N/A**

(14) A statement as to whether the applicant or any of the applicant's principals:

a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation; **Applicant has not in ten years prior to registration had any civil, criminal, or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation.**

b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or **Applicant has not within 10 years prior to registration, settled any civil or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.**



c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

**Applicant is in no way pending any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.**

(15) If an affirmative answer is given to any item in (13) or (14) above, an explanation of the event;  
**Does not apply to People's Power & Gas LLC**

(16) For those applicants intending to telemarket, a statement that the applicant shall:

a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;

**People's Power will maintain a list of customers requesting to be on the do not call list.**

b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and;

**People's Power will stay current monthly on the National Do Not Call list.**

c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry

**People's Power will not make contact with any consumers who are on the do not call list/.**

(17) For those applicants that intend not to telemarket, a statement to that effect;

**People's Power is not using telemarketing at this time.**

(18) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the LDC's billing service;

**People's Power will be using the LDC's billing service. People's Power & Gas will enroll customer and current utility will continue to bill just as it normally would. Utility will then pay supplier for each months bill. People's Power will elect on all service agreements with utilities the option for consolidated billing.**

(19) A copy of any customer contracts or representative samples of contracts the applicant intends to use;

**People's Power Enrollment form attached. Exhibit C**

(20) A statement that the CNGS has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements;

**People's Power & Gas has no aggregators at this time. If People's Power & Gas does in the future use an aggregator it will only use registered aggregators approved by the state of New Hampshire**

(21) A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete.

**See attached affidavit. Exhibit D**





People's Power & Gas, LLC  
1217 East Cape Coral Parkway, Suite 220  
Cape Coral, FL 33904  
P: 855-85POWER, F: 855-857-1188  
Info@PeoplesPower.com

(22) The signature of applicant or representative.

Name David Pearsall

Title CEO

Signature 

Date 8/23/2011

# Delaware

PAGE 1 of 2

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "PEOPLE'S POWER & GAS LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2010, AT 3:32 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "PEOPLE'S POWER & GAS LLC".

4918253 8100H

110568183

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8771866


DATE: 05-18-11

CERTIFICATE OF FORMATION  
OF  
PEOPLE'S POWER & GAS LLC

The undersigned authorized person, desiring to form a limited liability company under Section 18-201 of the Delaware Limited Liability Company Act (as amended to the date hereof), hereby certifies as follows:

- 1) The name of the limited liability company is **People's Power & Gas LLC** (the "Company").
- 2) The address, including street, number, city, and county, of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, State of Delaware 19808; and the name of the registered agent of the Company in the State of Delaware at such address is Corporation Service Company.

IN WITNESS WHEREOF, Sharon P. Churchill, an authorized person, has hereunto set her hand and seal as of the 23<sup>rd</sup> day of December, 2010.



Sharon P. Churchill  
Authorized Person



Exhibit B



NEW HAMPSHIRE

## Corporation Division

Search  
By Business Name  
By Business ID  
By Registered Agent  
Annual Report  
File Online

Date: 9/21/2011

**Filed Documents**  
(Annual Report History, View Images, etc.)

[For a blank Annual Registration Report, click here.](#)

**Business Name History**

Name	Name Type
People's Power & Gas LLC	Legal
People's Power & Gas LLC	Home State

**Limited Liability Company - Foreign - Information**

<b>Business ID:</b>	645904
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	3/17/2011
<b>State of Business.:</b>	DE
<b>Principal Office Address:</b>	1217 East Cape Coral Parkway Suite #220 Cape Coral FL 33904
<b>Principal Mailing Address:</b>	No Address
<b>Last Annual Report Filed Date:</b>	
<b>Last Annual Report Filed:</b>	0

**Registered Agent**

<b>Agent Name:</b>	Lawyers Incorporating Service
<b>Office Address:</b>	14 Centre Street Concord NH 03301
<b>Mailing Address:</b>	

**NEW! [File Annual Report Online.](#)**



Corporate/Mailing Address:  
1217 East Cape Coral Parkway, Suite 220  
Cape Coral, FL 33904

Northeast Office:  
69 Bank Street  
New Milford, CT 06776

T: 855-85POWER (76937)  
F: 855-857-1188  
Enroll@PeoplesPower.com

### Customer Enrollment Form

#### Customer Information

Type: ☐ Residential ☐ Commercial

Services(s): ☐ Electricity ☐ Natural Gas ☐ PPG Visa ☐ Demand Response

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

Applicant Service Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Applicant E-mail Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Gas Utility Name & Account #: \_\_\_\_\_ ☐ Variable ☐ Fixed \_\_\_\_\_

Electric Utility Name & Account #: \_\_\_\_\_ ☐ Variable ☐ Fixed \_\_\_\_\_

SSN/EIN#: \_\_\_\_\_ ☐ I agree to the online PPG VISA Terms & Conditions.

#### Please Read the following Terms & Conditions:

- I am not required by law or mandate to choose an alternative supplier and the sales representative represents People's Power & Gas, LLC, ("People's Power"). The Customer has the right to rescind this agreement, without fees or penalties of any kind, within three (3) days after executing this Agreement.
- My local utility will continue to deliver my energy, read my meter, respond to emergency service and will bill me for those services.
- I am more than 18 years old and am authorized to purchase energy for this account.
- I agree that email, phone and/or texting are acceptable forms of communications of any state compliance filings or required notifications.
- The business or residence named above ("Customer") will pay People's Power a fixed or variable rate. Fixed prices are good until the end of the Term, when Customer's rate then becomes variable. The variable rate is determined by People's Power for all electric and natural gas. The People's Power fixed and variable rates do not include transmission and delivery charges, applicable federal, state, or local taxes and any tariff charges. The initial Term shall commence on the transferred meter read date, and continue until December 31 of the following calendar year. Thereafter, the Term shall be for a twelve month period, from January 1 through December 31 of each calendar year. Customer may cancel this Agreement with a 30 day notice prior to the end of the Term.
- Customer acknowledges that the Local Distribution Company ("Utility") will continue to deliver electricity and/or natural gas purchased from People's Power, as required by any Federal and State Public Utility Commission.
- If Customer terminates this Agreement prior to the expiration of the Term, Customer will be liable for their average monthly Generation Usage for each month remaining in the Term, as determined by People's Power. It is the responsibility of the Utility or another supplier to transfer the Customer's Account.
- Customer acknowledges that People's Power reserves the right to not accept this Electricity and/or Natural Gas Service Agreement and may assign, transfer or cancel this Agreement at any time for any reason. Agreement will be in accordance with each state's respective laws.
- This Agreement becomes effective upon acceptance by People's Power and the transfer of Customer's Account to People's Power, unless prior to such transfer, the Customer provides People's Power with written notice of Customer's rescission of this Agreement.
- Demand Response Customers will be enrolled and paid 50% of net proceeds disbursed to and from People's Power on a quarterly basis.

**Release:** I request and hereby agree, acknowledge and understand that People's Power will submit enrollment requests with my utility to provide the above indicated services based on the pricing, terms and conditions, stated herein. I hereby authorized my local distribution companies to release usage history, meter and credit history information to People's Power for the duration of this Agreement. I have read, and hereby acknowledge and agree to, the Terms and Conditions set forth above and the Terms of Service on the People's Power website ([www.peoplespower.com/termservice](http://www.peoplespower.com/termservice)).

Referred By: \_\_\_\_\_

Customer Name (Please Print): \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## AFFIDAVIT

State of Connecticut :: Danbury ss.  
(Town)County of Fairfield :

David O. Pearsall, Affiant, being duly sworn/affirmed according to law,  
deposes and says that:

He/she is the Chairman & CEO (Office of Affiant) of People's Power & Gas  
LLC (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant;

I swear or affirm that the Affiant/Applicant has the authority to file for People's Power &  
Gas.



David O. Pearsall, Signature of Affiant  
Chairman & CEO



Sworn and subscribed before me this 23 day of August, 2011.  
Month Year



Signature of official administering oath

Suzanne E. Keseru  
Print Name and Title

My commission expires March 31, 2016.



OK TO OPEN WITH THIS TEXT APPROVAL DATE:-14 07 2011

TO BE SENT VIA COURIER TO: PUBLIC UTILITY COMMISSION  
FM: GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), AUCKLAND, NEW  
ZEALAND

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT THAT IS  
DETAILED AS UNDER.

=====

REFERENCE NO.: DRAFT FOR REVIEW ONLY

DATE OF ISSUE: DRAFT FOR REVIEW ONLY

DETAILS OF GUARANTEE

TYPE OF SLC – IRREVOCABLE STANDBY LC

ISSUING BANK: GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), AUCKLAND,  
NEW ZEALAND

SLC NO: XXXXXXXXXXXXXXXX

EXPIRY DATE AND PLACE: XX 5 YEAR AND 5 MONTHS AFTER ISSUANCE XX AT  
BENEFICIARY'S PLACE

APPLICANT: POLO TRADE FINANCE  
LEVEL 4 SUITE A-17 ALBERT STREET  
AUCKLAND NEW ZEALAND 1010

BENEFICIARY:  
NEW HAMPSHIRE PUBLIC UTILITY COMMISSION  
21 S. FRUIT ST. STE 10, CONCORD NEW HAMPSHIRE, UNITED STATES, 03301

AMOUNT: 100,000.00 USD

DETAILS OF GUARANTEE

ATTN: L/C ADVISIND DEPARTMENT

DRAFT - DRAWN AT SIGHT ON GENERAL EQUITY BUILDING SOCIETY (PRIVATE  
BANKING), AUCKLAND, NEW ZEALAND FOR 100 PERCENT OF CLAIM AMOUNT

PAYMENT AGAINST THIS SLC IS AVAILABLE AGAINST THE SUBMISSION OF THE  
FOLLOWING ORIGINAL DOCUMENTS AT OUR COUNTER AT THE FOLLOWING ADDRESS:  
GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), LEVEL 4 17 ALBERT STREET,  
AUCKLAND 1010, NEW ZEALAND

+ DRAFT FOR THE CLAIM AMOUNT MARKED DRAWN UNDER STANDBY LETTER OF  
CREDIT NO. GENERAL EQUITY/SLC/XXX.XXXX.XXXX ISSUED BY GENERAL EQUITY  
BUILDING SOCIETY (PRIVATE BANKING) IN ONE ORIGINAL AND THREE COPIES.

+ A SIGNED STATEMENT FROM BENEFICIARY STATING THEY HAVE DISCHARGED ALL  
THEIR OBLIGATIONS TOWARDS THE ACCOUNT PARTY AND ACCOUNT PARTY HAS  
FAILED TO DISCHARGE ITS OBLIGATIONS AS PER THE TERMS OF THE UNDERLYING  
CONTRACT AND THIS SLC IN ONE ORIGINAL AND THREE COPIES.

OK TO OPEN WITH THIS TEXT APPROVAL DATE:-14 07 2011

+ AUTHENTICATED SWIFT MSG ADDRESSED TO BENEFICIARY'S BANK BY GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), AUCKLAND, NEW ZEALAND CONFIRMING THE BENEFICIARY'S FULFILMENT OF THEIR COMMITMENT TOWARDS THE APPLICANT.

ALL DOCUMENTS SUBMITTED MUST BE IN ENGLISH LANGUAGE.

PARTIAL DRAWINGS PERMITTED.

ALL BANK CHARGES OUTSIDE NEW ZEALAND ARE ON BENEFICIARY'S ACCOUNT.

ALL CLAIMS UNDER THIS STANDBY LETTER OF CREDIT MUST BE PRESENTED THROUGH YOUR BANK WITHIN EXPIRY DATE AFTER WHICH THIS CREDIT WILL BE TREATED AS NULL AND VOID.

THIS STANDBY LETTER OF CREDIT IS OPENED ON THE ACCOUNT OF PEOPLE'S POWER AND GAS LLC, 1217 EAST CAPE CORAL PKWY, SUITE 220, CAPE CORAL, FLORIDA, USA 33904 AND THE BENEFICIARY AS PER APPLICATION FOR STATE LICENSING.

WE HEREBY ENGAGE WITH THE DRAWER THAT THE DRAFT DRAWN IN COMPLIANCE WITH THE TERMS OF THIS STANDBY LETTER OF CREDIT WILL BE DULY HONoured BY US UPON PRESENTATION DULY COMPLIED WITH THE TERMS AND CONDITIONS STATED IN THIS STANDBY LETTER OF CREDIT.

THIS LETTER OF CREDIT IS SUBJECT TO ISP 98 ICC NO. 590 AND THE LAWS OF NEW ZEALAND. PLACE OF JURISDICTION IS AUCKLAND, NEW ZEALAND.