



ROBERT J. MUNNELLY, JR.
617.457.4062 DIRECT TELEPHONE
617.210.7062 DIRECT FACSIMILE
RMUNNELLY@MURTHALAW.COM

June 29, 2012

VIA E-FILING AND OVERNIGHT MAIL

Debra A. Howland
Executive Director and Secretary
New Hampshire Public Utilities
Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429



Re: Supplement to North American Power and Gas, LLC Application for Competitive Electric Power Supplier Registration – DM 12-138

Dear Ms. Howland:

North American Power and Gas, LLC ("NAP") hereby supplements its Application for New Hampshire Competitive Electric Power Supplier ("CEPS") Registration, received by the Public Utilities Commission ("Commission") on May 22, 2012 with an original and two copies of the following:

1. Puc 2003.01(d)(1). NAP understands it must contact each utility in the franchise area or areas in which it will seek to operate to arrange for testing and training requirements for electronic data interchange ("EDI"). NAP will ensure complete EDI certification with each utility after completing Commission registration and before commencing operation.
2. Puc 2003.01(d)(2). NAP is an active member of NEPOOL. See Attachment A (listing of current NEPOOL members at p. 10 including NAP). Please note that "North American Power Partners LLC" is not affiliated in any way with NAP.
3. Puc 2003.01(d)(3). NAP inadvertently submitted only \$250.00 with its Application to the Commission. Enclosed please find the remaining \$250.00 due out of the \$500.00 registration fee.

3965746

Murtha Cullina LLP | Attorneys at Law

BOSTON

HARTFORD

MADISON

NEW HAVEN

STAMFORD

WOBURN

CityPlace I | 185 Asylum Street | Hartford, CT 06103 | Phone 860.240.6000 | Fax 860.240.6150 | www.murthalaw.com

4. Puc 2003.01(d)(4). Attachment B hereto is a proposed form of financial security in the amount of \$100,000.00, pursuant to Puc 2003.03(a)(1)-(5). Pursuant to Puc 201.05, NAP respectfully requests a Waiver of Rules as they pertain to Puc 2003.03(a)(5). Specifically, Puc 2003.03(a)(5) requires every CEPS to submit financial security with an expiration date of not less than five (5) years and 150 days after the date the application is filed. NAP respectfully requests to submit financial security with an expiration date of one (1) year after the date the application is filed. This waiver is necessary for NAP to secure financial security because the bonding company providing the surety bond will not issue a bond with an expiration of more than one (1) year from issuance. NAP proposes to renew its financial security annually and file a new bond prior to the expiration of the existing bond. In sum, as compliance would be onerous and potentially anti-competitive and the proposed alternative method satisfies the purpose of Puc 2003.03(a), the NAP waiver proposal serves the public interest and should be granted. See Puc 201.05(a), (b).

5. Application, Question 13. In addition to providing data regarding the number and type of complaints relating to electricity filed with government agencies in NAP's other jurisdictions (i.e., Maryland, Pennsylvania, Connecticut, New York and New Jersey), during the most recent calendar year, NAP states that all customer complaints are taken seriously and promptly investigated. NAP is committed to addressing all valid customer concerns and ensuring that preventable issues do not recur in the future.

6. Application, Question 20. Attachment C is the proposed New Hampshire form of contract for residential and small commercial customers.

NAP appreciates the opportunity to provide the enclosed supplemental materials in support of the Application on file with the Commission.

If you have any questions, please contact the undersigned at the contact information in the letterhead or Michael D'Angelo, NAP's General Counsel, at mdangelo@napower.com or (203) 663-9736.

Very truly yours,



Robert J. Munnely, Jr.

Enclosures

cc: Service List (via e-mail and mail)

Attachment A

Participant Name	Effective Date of Membership if after 6/30/2000
511 Plaza, LP	4/1/2006
511 Plaza Energy, LLC	4/1/2006
A123 Systems, Inc.	1/1/2011
Acushnet Company	6/1/2010
Advanced Power Services (NA) Inc.	9/1/2007
Algonquin Energy Services Inc	5/1/2010
Ambit Northeast LLC	5/1/2012
Ameresco CT LLC	2/1/2010
Ameresco DR, LLC	6/1/2010
American PowerNet Management, LP	12/1/2009
Ampersand Energy Partners LLC	1/1/2008
Ansonia Generation, LLC	9/1/2007
Anthony, Christopher M.	6/1/2011
Ashburnham Municipal Light Plant	
Associated Industries of Massachusetts	
Athens Energy LLC	4/1/2008
Backyard Farms, LLC	9/1/2009
Backyard Farms Energy, LLC	9/1/2009
Bangor Hydro-Electric Company	
Barclays Bank PLC	11/1/2004
BBPC LLC d/b/a Great Eastern Energy	4/1/2012
Beacon Power, LLC	5/1/2012
Bear Swamp Power Company LLC	6/1/2005
Belmont Municipal Light Department	
Berkshire Power Company, LLC	9/1/2006
Berlin Station, LLC	10/1/2011
BG Energy Merchants, LLC	8/1/2007
Black Bear HVGW, LLC	12/1/2010
Black Bear Hydro Partners, LLC	9/1/2009
Blackstone Hydro, Inc.	12/1/2004
Blue Pilot Energy, LLC	4/1/2011
BlueStar Energy Services, Inc.	6/1/2010

Participant Name	Effective Date of Membership if after 6/30/2000
BNP Paribas Energy Trading GP	2/1/2010
Boylston Municipal Light Department	
BP Energy Company	12/1/2000
Braintree Electric Light Department	
Bridgeport Fuel Cell Park, LLC	4/1/2010
Bridgewater Power Company L.P.	2/1/2011
Brookfield Energy Marketing Inc.	2/1/2002
Brookfield Energy Marketing LP	11/1/2010
Brookfield Renewable Energy Marketing US LLC	1/1/2009
Burlington Electric Department	
Caithness New England Services Company, LLC	8/1/2006
Calpine Energy Services, LP	11/1/2000
Cambridge Energy Alliance, Inc.	6/1/2010
Cape Light Compact	7/1/2000
Cargill Power Markets, LLC	
Centaurus Energy Master Fund, L.P.	1/1/2010
Central Maine Power Company	
Central Vermont Public Service	
Centre Lane Trading Limited	7/1/2010
CHI Power Marketing, Inc.	12/1/2009
Chicopee Municipal Lighting Plant	
Choice Energy LLC	8/1/2010
Cianbro Companies, The	11/1/2009
Cianbro Energy, LLC	11/1/2009
CinCap V, LLC	
Citigroup Energy Inc.	12/1/2004
Clearview Electric Inc.	12/1/2007

Participant Name	Effective Date of Membership if after 6/30/2000
Commonwealth of Massachusetts (Division of Capital Asset Management)	6/1/2010
Community Power & Utility LLC	11/1/2010
Competitive Energy Services, LLC	1/1/2009
Competitive Power Ventures, Inc.	9/1/2007
Comverge, Inc.	7/1/2007
Concord Municipal Light Plant	
Concord Steam Corporation	7/1/2008
Connecticut Central Energy, LLC	1/1/2007
Connecticut Gas & Electric, Inc.	5/1/2011
Connecticut Jet Power LLC	
Connecticut Light and Power Company, The	
Connecticut Municipal Electric Energy Cooperative	
Connecticut Resources Recovery Authority	7/1/2003
Connecticut Transmission Municipal Electric Energy Cooperative	5/1/2011
Conservation Law Foundation	6/1/2006
Conservation Services Group, Inc.	6/1/2001
Consolidated Edison Co. of New York, Inc.	
Consolidated Edison Development, Inc.	
Consolidated Edison Energy, Inc.	
Consolidated Edison Solutions, Inc.	
Constellation Energy Commodities Group, Inc.	
Constellation NewEnergy, Inc.	
Corinth Energy LLC	2/1/2009
Corinth Wood Pellets, LLC	2/1/2009
Covanta Energy Marketing, LLC	12/1/2010
Covanta Haverhill Associates, LP	9/1/2007
Covanta Maine LLC	
Covanta Projects of Wallingford, LP	7/1/2010
CP Energy Marketing (US) Inc.	10/1/2009
Cross-Sound Cable Company, LLC	6/1/2002

Participant Name	Effective Date of Membership if after 6/30/2000
Danvers Electric Division	
Darby Energy, LLLP	3/1/2012
Dartmouth Power Associates, LP	9/1/2007
DB Energy Trading, LLC	4/1/2006
DC Energy, LLC	4/1/2003
Devon Power LLC	
Devonshire Energy LLC	9/1/2009
DFC ERG CT, LLC	4/1/2010
DFC-ERG Milford, LLC	9/1/2007
Direct Energy Business, LLC	
Discount Power, Inc.	12/1/2009
Dominion Energy Marketing, Inc.	6/1/2002
Dominion Nuclear Connecticut, Inc.	2/1/2001
Dominion Retail, Inc.	5/1/2001
DownEast Power Company, LLC	10/1/2009
Dragon Energy LLC	4/1/2008
Dragon Products Company LLC	4/1/2008
DTE Energy Trading, Inc.	2/1/2001
Duke Energy Commercial Enterprises, Inc.	2/1/2010
Dynegy Marketing and Trade LLC	6/1/2010

Participant Name	Effective Date of Membership if after 6/30/2000
East Avenue Energy LLC	3/1/2008
Easy Energy of Massachusetts, LLC	9/1/2008
EDF Trading North America, LLC	10/1/2009
Edison Mission Marketing & Trading, Inc.	9/1/2000
eKapital Investments LLC	3/1/2007
Electricity Maine, LLC	10/1/2010
Electricity N.H., LLC d/b/a E.N.H. Power	5/1/2012
Elektrisola, Inc.	1/1/2008
Emera Energy Services Subsidiary No. 1 LLC	5/1/2007
Emera Energy Services Subsidiary No. 2 LLC	6/1/2007
Emera Energy Services Subsidiary No. 3 LLC	6/1/2007
Emera Energy Services Subsidiary No. 4 LLC	6/1/2007
Emera Energy Services Subsidiary No. 5 LLC	10/1/2010
EMI Power Systems, LLC	5/1/2009
EnergyConnect, Inc.	2/1/2012
Energy America, LLC	
Energy Curtailment Specialists, Inc.	6/1/2010
Energy Management, Inc.	2/1/2001
Energy New England LLC	
Energy Federation Inc.	2/1/2006
Energy Plus Holdings LLC	5/1/2009
EnerNOC, Inc.	5/1/2005
Entergy Nuclear Power Marketing LLC	4/1/2006
EnvaPower, Inc.	9/1/2008
EP Energy Massachusetts, LLC	7/1/2008
EP Newington Energy, LLC	7/1/2008
EquiPower Resources Management, LLC	11/1/2010
ESI Northeast Energy GP, Inc.	
ETC Endure Energy, LLC	4/1/2009
Evergreen Wind Power III, LLC	7/1/2008
Evergreen Wind Power V, LLC	9/1/2007
Exelon New England Holdings, LLC	

Participant Name	Effective Date of Membership if after 6/30/2000
Fairchild Energy, LLC	12/1/2005
FirstLight Hydro Generating Company	
FirstLight Power Resources Management, LLC	10/1/2006
First Point Power, LLC	1/1/2010
First Wind Energy Marketing, LLC	11/1/2009
Fitchburg Gas and Electric Light Company	
Food City, Inc.	3/1/2008
Footprint Power LLC	1/1/2012
FPL Energy Maine Hydro, LLC	
FPL Energy Mason, LLC	
FPL Energy Wyman IV, LLC	
FPL Energy Wyman, LLC	
Freedom Logistics, LLC	4/1/2011
Gallop Power Greenville, LLC	4/1/2010
Galt Power Inc.	8/1/2010
Garland Manufacturing Company	3/1/2008
Garland Power Company	3/1/2008
Gas Recovery Systems, LLC	6/1/2005
GenConn Energy LLC	7/1/2008
GenOn Canal, LLC	
GenOn Energy Management, LLC	6/1/2005
GenOn Kendall, LLC	
Georgetown Municipal Light Department	
Glacial Energy of New England, Inc.	11/1/2006
Granite Reliable Power, LLC	4/1/2010
Granite Ridge Energy, LLC	12/1/2001
Granite State Electric Company	
Great Bay Power Marketing, Inc.	12/1/2002
Green Berkshires, Inc.	4/1/2008
Green Mountain Energy Company	6/1/2011
Green Mountain Power	
Groton Electric Light Department	
Groveland Electric Light Department	1/1/2009
Gulf Oil Limited Partnership	11/1/2010

Participant Name	Effective Date of Membership if after 6/30/2000
H.Q. Energy Services (U.S.) Inc.	
Hammond Belgrade Energy LLC	4/1/2008
Hammond Lumber Company	4/1/2008
Hampshire Council of Governments	2/1/2006
Hannaford Bros. Co.	8/1/2010
Hannaford Energy, LLC	8/1/2010
Hardwood Products Company	2/1/2007
Hardwood Energy LLC	2/1/2007
Harvard Dedicated Energy Limited	2/1/2005
Hess Corporation	7/1/2005
Hexis Energy Trading, LLC	9/1/2010
Highland Wind LLC	
High Liner Foods (USA) Incorporated	1/1/2012
Hingham Municipal Lighting Plant	
Holden Municipal Light Department	
Holyoke Gas & Electric Department	
HOP Energy, LLC	10/1/2010
Hudson Energy Services, LLC	5/1/2009
Hudson Light and Power Department	
Hull Municipal Lighting Plant	
Iberdrola Renewables, LLC	5/1/2005
Indeck Energy-Alexandria, LLC	5/1/2001
Independence Energy Group LLC	11/1/2011
Industrial Energy Consumer Group	
Industrial Power Services Corporation	3/1/2003
Integrus Energy Services, Inc.	7/1/2000
IPR-GDF SUEZ Energy Marketing North America, Inc.	7/1/2009
Ipswich Municipal Light Department	

Participant Name	Effective Date of Membership if after 6/30/2000
J. Aron & Company	1/1/2002
J.F. Gray & Associates, LLC	7/1/2000
J.P. Morgan Ventures Energy Corporation	11/1/2005
Just Energy (U.S.) Corp.	1/1/2010
Kennebec River Energy, LLC	9/1/2005
Kimberly-Clark Corporation	4/1/2008
Kleen Energy Systems, LLC	9/1/2007
LaBree's, Inc.	6/1/2005
LaBree's Energy, LLC	6/1/2005
Lavalley Energy LLC	1/1/2008
Liberty Power Delaware LLC	1/1/2007
Liberty Power Holdings, LLC	11/1/2006
Lincoln Paper and Tissue, Inc.	3/1/2005
Linde Energy Services, Inc.	10/1/2003
Littleton (MA) Electric Light Department	
Littleton (NH) Water and Light Department	6/1/2004
Long Island Lighting Company d/b/a LIPA	10/1/2001
Longfellow Wind, LLC	7/1/2008
Louis Dreyfus Energy Services L.P.	3/1/2008
Luminescent Systems, Inc.	10/1/2006

Participant Name	Effective Date of Membership if after 6/30/2000
Macquarie Energy, LLC	2/1/2010
Madison Electric Works	10/1/2008
MAG Energy Solutions, Inc.	6/1/2006
Maine Public Advocate Office	3/1/2012
Maine Public Service Company	8/1/2008
Maine Skiing, Inc.	
Maine Woods Pellet Company LLC	4/1/2008
Manchester Methane, LLC	4/1/2007
Mansfield Municipal Electric Department	
Marblehead Municipal Light Department	
Marden's, Inc.	9/1/2005
Massachusetts, Office of the Attorney General	3/1/2009
Massachusetts Bay Transportation Authority	3/1/2003
Massachusetts Development Finance Agency	2/1/2007
Massachusetts Electric Company	
Massachusetts Gas and Electric, Inc.	8/1/2008
Massachusetts Municipal Wholesale Electric Company	
Massachusetts Port Authority	11/1/2005
MATEP LLC	8/1/2006
Merchants Plaza, LLC	9/1/2005
Merchants Plaza Energy, LLC	9/1/2005
Mercuria Energy America, Inc.	6/1/2010
Merrill Lynch Commodities, Inc.	11/1/2004
Merrimac Municipal Light Department	1/1/2009
Messalonskee Stream Hydro, LLC	2/1/2011
Middleborough Gas and Electric Department	
Middleton Municipal Electric Department	
Middletown Power LLC	
Milford Power Company, LLC	2/1/2004
Millennium Power Partners, LP	5/1/2003
Miller Hydro Group, Inc.	1/1/2009
Mint Energy, LLC	11/1/2010
Moose River Lumber Co., Inc.	12/1/2011
Montville Power LLC	
Morgan Stanley Capital Group, Inc.	
MRL Energy LLC	12/1/2011
MxEnergy Electric Inc.	6/1/2006

Participant Name	Effective Date of Membership if after 6/30/2000
Narragansett Electric Company	
NEPM II, LLC	3/1/2012
New Brunswick Power Generation Corporation	12/1/2008
New England Building Materials, LLC	1/1/2008
New England Confectionery Company Inc.	12/1/2008
New England Independent Transmission Company, LLC	10/1/2007
New England Power Company	
New England Wire Technologies Corporation	6/1/2005
New Hampshire Electric Cooperative, Inc.	
New Hampshire Industries, Inc.	9/1/2003
New Hampshire Office of Consumer Advocate	12/1/2001
New Hampshire Transmission, LLC	6/1/2010
New York State Electric & Gas, Inc.	8/1/2000
NextEra Energy Power Marketing, LLC.	
NextEra Energy Maine, Inc.	10/1/2010
NextEra Energy Resources, LLC	
NextEra Energy Seabrook LLC	10/1/2010
Noble Americas Energy Solutions LLC	8/1/2002
Noble Americas Gas & Power Corp.	5/1/2010
Noble Environmental Power, LLC	10/1/2007
North America Power Partners LLC	6/1/2010
North American Power and Gas, LLC	1/1/2010
North Attleborough Electric Department	
Northern States Power Company	9/1/2005
Norwalk Power LLC	
Norwood Municipal Light Department	
NRG Power Marketing, LLC	
NSTAR Electric Company	
Number Nine Wind Farm LLC	9/1/2010
NYSEG Solutions, Inc.	
Ontario Power Generation Energy Trading, Inc.	5/1/2011
Ontario Power Generation Inc.	2/1/2006
Open Book Energy, LLC	9/1/2010
Order of St. Benedict of New Hampshire, d/b/a St. Anselm College	2/1/2005

Participant Name	Effective Date of Membership if after 6/30/2000
PalletOne Energy LLC	4/1/2008
PalletOne of Maine	4/1/2008
Palmco Power CT, LLC	7/1/2009
Palmco Power MA, LLC	3/1/2012
Parkview Adventist Medical Center	1/1/2005
Parkview AMC Energy, LLC	1/1/2005
Pascoag Utility District	
Patriot Partnership LLC	3/1/2008
Paxton Municipal Light Department	
Pawtucket Power Holding Company	6/1/2007
Peabody Municipal Light Plant	
People's Power and Gas LLC	6/1/2011
Pepco Energy Services, Inc.	1/1/2006
PER Development, LLC	9/1/2007
Pinpoint Power, LLC	3/1/2003
Plainfield Renewable Energy, LLC	5/1/2009
Plymouth Rock Energy, LLC	1/1/2012
PNE Energy Supply LLC	6/1/2011
Power Bidding Strategies, LLC	1/1/2006
Powerex Corp.	8/1/2003
PowerOptions, Inc.	
PPL EnergyPlus Co.	
Praxair, Inc.	
Princeton Municipal Light Department	8/1/2007
PSEG Energy Resources & Trade LLC	11/1/2000
PSEG New Haven LLC	2/1/2012
Public Power, LLC	4/1/2010
Public Service Company of New Hampshire	
Putnam Hydropower, Inc.	3/1/2010
Quality Egg of New England, LLC	8/1/2006
Rainbow Energy Marketing Corporation	7/1/2003
RBC Energy Services LP	4/1/2008
Reading Municipal Light Plant	
Record Hill Wind LLC	7/1/2008
ReEnergy Sterling CT Limited Partnership	3/1/2011
ReEnergy Stratton Energy LLC	12/1/2004
Reliable Power, LLC	5/1/2010
Reliant Energy Northeast LLC	5/1/2011
REP Energy LLC	9/1/2010
Repsol Energy North American Corporation	11/1/2011
ResCom Energy LLC	11/1/2009

Participant Name	Effective Date of Membership if after 6/30/2000
Rhode Island Engine Genco, LLC	11/1/2003
RJF – Morin Brick LLC	9/1/2009
RJF – Morin Energy LLC	9/1/2009
RLtec US Inc.	2/1/2012
Robbins Energy LLC	12/1/2006
Robbins Lumber Inc.	12/1/2006
Rocky Gorge Corporation	11/1/2009
Rowley Municipal Light Plant	
Royal Bank of Canada	1/1/2010
Rumford Paper Company	
Saracen Energy East LLC	5/1/2009
Saracen Power LLC	5/1/2009
Select Energy Inc.	
Seneca Energy II, LLC	7/1/2004
SESCO Enterprises, LLC	6/1/2003
Shell Energy North America (US) L.P.	6/1/2008
Shipyards Brewing Co., LLC	9/1/2007
Shipyards Energy LLC	9/1/2007
Shrewsbury's Electric Light Department	
SIG Energy, LLLP	4/1/2004
SJH Energy LLC	8/1/2007
Solios Power, LLC	1/1/2006
Somerset Power LLC	
South Hadley Electric Light Department	
South Jersey Energy Company	6/1/2009
South Jersey Energy Solutions, LLC	8/1/2010
Spark Energy, LP	8/1/2006
Spruce Mountain Wind, LLC	11/1/2011
St. Joseph Health Services of Rhode Island	8/1/2007
Starion Energy, Inc.	2/1/2010
StatArb Investment, LLC	11/1/2007
State of Connecticut, Office of Consumer Counsel	2/1/2002
Sterling Municipal Electric Light Department	
Stetson Wind II, LLC	7/1/2008
Stowe Electric Department	10/1/2008
Summit Hydropower, Inc.	2/1/2007
Swift River Trading Company LLC	10/1/2008

Participant Name	Effective Date of Membership if after 6/30/2000
Tangent Energy Solutions, Inc.	2/1/2012
Taunton Municipal Lighting Plant	
TCPL Power Ltd.	12/1/2000
Templeton Municipal Lighting Plant	
Texas Retail Energy, LLC	9/1/2011
The Energy Consortium	
The Energy Council of Rhode Island	
Topsham Hydro Partners Limited Partnership	9/1/2010
Towantic Energy, LLC	7/1/2008
Town of New Shoreham, Rhode Island	4/1/2010
TransAlta Energy Marketing (U.S.) Inc.	7/1/2000
TransCanada Energy Ltd.	
TransCanada Power Marketing Ltd.	
TrueLight Commodities, LLC	8/1/2011
Trupro Energy, LLC	2/1/2012
Turner Energy LLC	8/1/2006
Twin Cities Energy, LLC	5/1/2009
Twin Cities Power, LLC	6/1/2007
Twin Eagle Resource Management, LLC	4/1/2012
UBS AG, acting through its London Branch	5/8/2002
Union Leader Corporation	4/1/2007
Union of Concerned Scientists, Inc.	
United Illuminating Company, The	
Unitil Energy Systems, Inc.	
UNITIL Power Corp.	
University of Massachusetts at Amherst	6/1/2010
University of Rhode Island	6/1/2010
University System of New Hampshire	6/1/2010
Utility Services, Inc.	12/1/2007

Participant Name	Effective Date of Membership if after 6/30/2000
VCharge Inc.	2/1/2010
Verde Energy USA, Inc.	9/1/2009
Vermont Electric Cooperative	
Vermont Electric Power Company, Inc.	
Vermont Energy Investment Corporation	9/1/2006
Vermont Marble Company	
Vermont Public Power Supply Authority	
Vermont Transco LLC	7/1/2006
Vermont Wind	9/1/2007
Verso Maine Energy, LLC	6/1/2010
Viridian Energy MD LLC	3/1/2012
Viridian Energy, Inc.	7/1/2009
Viridity Energy, Inc.	9/1/2009
Vitol Inc.	10/1/2010
Wakefield Municipal Gas and Light Department	
Waterbury Generation LLC	4/1/2009
Waterside Power, LLC	9/1/2009
Wellesley Municipal Light Plant	6/1/2002
West Boylston Municipal Lighting Plant	
West Oaks Energy NY/NE, LP	9/1/2009
The Westerly Hospital	12/1/2004
Westerly Hospital Energy Company, LLC	12/1/2004
Western Massachusetts Electric Company	
Westfield Gas & Electric Light Department	
Wheelabrator Bridgeport, LP	10/1/2008
Wheelabrator Claremont Company, L.P.	8/1/2007
Wheelabrator North Andover, Inc.	10/1/2005
WM Renewable Energy, LLC	6/1/2008
Wolfeboro Municipal Electric Department	1/1/2009
XOOM Energy LLC	11/1/2011
Z-TECH, LLC	7/1/2005

Attachment B

FORM OF SURETY BOND

BOND#

WITNESSETH: This Surety Bond ("Bond") given by North American Power and Gas, LLC, as Principal, and _____, as Surety, are jointly and severally bound unto New Hampshire Public Utilities Commission, as Oblige(s), in the amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** (U.S.) ("Bond Amount"), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal has filed an application with the New Hampshire Public Utilities Commission ("NHPUC" or "Obligee") seeking approval to operate as a Competitive Electric Power Supplier ("CEPS"); and,

WHEREAS, NHPUC rules require that a CEPS must maintain an appropriate amount of financial security; and,

WHEREAS, the Principal must post the Bond Amount to cover its financial security obligation to the NHPUC; and

WHEREAS, the Bond Amount may be subsequently increased or decreased pursuant to NHPUC rules;

NOW, THEREFORE, Upon notice from Oblige of Principal's nonperformance of its duties as a New Hampshire CEPS, or Principal's fraud or other violations of the laws, decisions and orders applicable to Principal's CEPS license, Surety shall immediately pay to Oblige the amount specified by Oblige, not to exceed the amount of this Bond. This Bond shall remain in full force and effect for the term set forth below unless terminated as provided below.

This Bond is subject to the following terms, limitations and conditions:

1. The term of this Bond shall be for one year commencing on the date hereof, unless terminated in accordance with paragraph 2 below or replaced by a successor Bond prior to the end of the term. Notwithstanding the foregoing, this Bond may not be terminated prior to twelve (12) months after the date hereof without the written consent of the Oblige ("Initial Term").
2. That no proceeding in law or in equity may be brought under this Bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the date of cancellation of this Bond.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2012.

Principal

(Seal)

Surety

(Seal)

, Attorney-In-Fact

Attachment C

NORTH AMERICAN POWER ("NAP") Electricity Sales Agreement
Customer Disclosure Statement

Price	First month may be an introductory/promotional rate as contained in the attached welcome letter and after the first month the price is a variable market based rate, unless otherwise indicated in the welcome letter. For 100% renewable energy certificates the price is 2 cents per kWh above the variable market rate.
Variable price is determined	Other than fixed and/or introductory/promotional rates, all rates shall be calculated in response to market pricing, transportation, profit and other market price factors, plus all applicable taxes.
Length of the Agreement and end date	The initial term is 30 days; thereafter, unless otherwise agreed to, the term is month-to-month with no cancellation fee.
Process customer may use to rescind the Agreement without penalty	Customer may rescind within 3 business days of receipt of this Sales Agreement and the attached welcome letter and terms of service (collectively, "Terms of Service") if the Agreement was received personally and/or electronically, or within 5 business days from the postmarked date if the Terms of Service were received via the US postal service, by calling North American Power at 1-888-313-9086, or by emailing us at customercare@napower.com . Please provide name, address, phone number, account number, and a statement that you are rescinding this Agreement.
Amount of Early Termination Fee and method of calculation	No termination fee.
Amount of Late Payment Fee and method of calculation	1.5% per month and/or in accordance with the local distribution utility's billing policies and procedures, whichever is greater.
Provisions for renewal of the Agreement	Upon completion of any initial term, this Agreement will continue on a month-to-month term basis at the same terms until it is cancelled by either you or North American Power in accordance with the terms of this Agreement, unless NAP obtains customer's authorization (written or verifiable oral) after customer has received a written notification of new terms not less than 30 days nor more than 60 days prior to the new terms take effect. Customer shall have 3 business days from receipt of the first billing statement of their new terms to reject the new terms and cancel the agreement.
Conditions under which savings to the customer are guaranteed	No savings are guaranteed.

1. **Service.** Customer will begin receiving electricity at the time of the first scheduled meter reading by the Electric Distribution Company ("EDC"), unless the EDC establishes a different effective date ("Start Date"). **NORTH AMERICAN POWER AND GAS, LLC ("NAP and/or North American Power")** shall supply the Customer's electricity pursuant to this Agreement. By executing, approving and/or not rescinding this Agreement under NAP's terms or the utility's Retail Choice Program, Customer agrees to initiate service and begin enrollment.
2. **Term.** The term of this Sales Agreement shall be month-to-month allowing either party to cancel upon written notice consistent with this Agreement. The term shall commence on the Start Date. Upon completion of any initial/promotional term set forth in your welcome letter, this Agreement will continue on a month to month term basis on the same terms. However, if NAP materially changes its terms and conditions, other than variable market based pricing, NAP must obtain customer's authorization (written or verifiable oral) after customer has received a written notification of the new terms not less than 30 days nor more than 60 days prior to the date of the new terms and conditions (the "Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of customers Renewal Term to reject renewal terms and cancel renewal agreement. The Customer may provide written notice of termination or call **NAP** at 1-888-313-9086. NAP may terminate this Agreement by providing ten (10) days prior written notice to the Customer.
3. **Open Price.** Approximately each month the customer bill for electricity supplied by **NAP**, not including the EDC's charges for transmitting and delivering the electricity over the EDC system, will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by the utility for distribution and other services. **NORTH AMERICAN POWER's** price for all electricity sold under this Agreement shall be a variable price based on the method stated above and market prices for commodity, transportation, balancing fees, storage charges, **NORTH AMERICAN POWER** fees, profit, line losses plus applicable taxes. **NAP's** price does not include other EDC costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.
4. **Agency.** Customer hereby appoints **NAP** as agent for the purposes of acquiring the supplies necessary to meet Customer's electricity needs and arranging to deliver electricity to customer.
5. **Title.** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which for electricity shall be at the NE-ISO **NORTH AMERICAN POWER** load bus, and shall constitute the point at which the sale occurs and title passes from **NORTH AMERICAN POWER** to the Customer.
6. **Measurement.** The measurement of the quantity of electricity delivered under this Agreement shall be determined by the meter readings performed by the EDC.
7. **Billing and Payment.** Unless otherwise agreed to in writing, **NAP** or EDC may invoice monthly for electricity supplied under this Agreement. Customer will pay each invoice in full within twenty (20) calendar days of the invoice date or be subject to a late payment charge of 1.5% per month. In most cases Customer should receive a single invoice for both commodity and delivery costs from the EDC. Customer payments remitted in response to a consolidated bill shall, to the extent required, be pro-rated in accordance with procedures adopted by the New Hampshire Public Utilities Commission (the "PUC"). In the event Customer fails to provide payment when due, **NAP** shall have the right to terminate commodity service by providing at least ten (10) business days prior written notice to the Customer, at which time the Customer may switch to another competitive electric power supplier or the EDC. Failure to make full payment of **NAP** charges due on any consolidated bill prepared by the EDC for **NAP** will be grounds for disconnection of utility services and commodity service in accordance with the PUC rules and regulations on the termination of service to residential customers. A \$25 fee will be charged for all returned payments. **NAP** reserves the right to pass along increases in charges which are a result of PUC, EDC, NE-ISO, any regional transmission authority, FERC (Federal Energy Regulatory Commission) orders or actions or any other body having authority.

8. **Bill Payment Assistance Program.** An Electric Assistance Program ("EAP") was developed by the PUC as part of the electric utility deregulation. The EAP is available to Customers who have financial hardships and may be unable to pay their bills. In circumstances for which certain Customers may be eligible, Customers must apply to their local Community Action Agency ("CAA") office. Customers can contact their local CAA by either calling the PUC at 1.800.852.3793 or visiting its website at <http://www.puc.state.nh.us/Consumer/electricassistanceprogram.htm> to obtain contact information based on the County in which the Customer's account is located. Additional information regarding EAP and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping Neighbor and Project Care, can be found on the Office of Consumer Advocate's Assistance Program page located at: <http://www.oca.nh.gov/assistanceprograms.htm>
9. **Cancellation Process.** If cancellation is not requested within 10 days of the next meter read, the Customer may request a special meter read which is typically subject to a service charge. Customer is liable for all of **NORTH AMERICAN POWER's** charges while Customer may be returning to the EDC or selecting another supplier. A bill will be rendered in approximately twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the bill, which will be trued-up subsequent to the final meter reading.
10. **Acceptance and Amendments.** **NORTH AMERICAN POWER** may amend the terms of this Agreement (other than price) at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof.
11. **Emergency Service Contacts.** In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

National Grid [formerly Granite State Electric Company]	1-800-465-1212
Public Service Company of New Hampshire	1-800-662-7764
Unitil	1-800-852-3339

12. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving NAP's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact NAP by telephone or e-mail as provided above. Customer may also contact NAP by mail at One Marshall Street, Norwalk CT 06850 ("NAP Address"). A dispute or complaint relating to a residential or small commercial customer may be submitted by either party at any time to the PUC pursuant to its Complaint Handling Procedures ("Procedures") by calling the PUC at 1.800.852.3793 or by writing to the PUC at: New Hampshire Public Utilities Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord NH 03301-2429 ("PUC Address"), or through its website at: <http://www.puc.state.nh.us>. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.
13. **Customer Protections.** The services provided by **NORTH AMERICAN POWER** to Customer are governed by the terms and conditions of this Agreement. **NAP** will provide at least 10 days notice prior to the cancellation of service to Customer. Customer may obtain additional information about you rights and responsibilities by contacting **NORTH AMERICAN POWER** at 1-888-313-9086 or the NAP Address or by contacting the PUC at 1.800.852.3793, or by writing to the PUC at the PUC Address, or through its website at: <http://www.puc.state.nh.us>.
14. **Default Liability.** Under no circumstances shall Customer or **NAP** be liable for any direct, punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether such claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

15. **Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Hampshire. This Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to application of its conflicts of laws and principles.
16. **No Warranties.** UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, **NORTH AMERICAN POWER** PROVIDES AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND **NAP** SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
17. **Force Majeure.** North American Power will make commercially reasonable efforts to provide electricity hereunder but **NORTH AMERICAN POWER** does not guarantee a continuous supply of electricity to you. Certain causes and events out of the control of **NORTH AMERICAN POWER** ("Force Majeure Events") may result in interruptions in service. **NORTH AMERICAN POWER** will not be liable for any such interruptions caused by a Force Majeure Event, and **NORTH AMERICAN POWER** is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the EDC system, non-performance by the EDC (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond **NORTH AMERICAN POWER's** control. The term "Force Majeure" as used in this Agreement shall also mean any act or cause not reasonably within the control of **NORTH AMERICAN POWER** and which by the exercise of due diligence, **NORTH AMERICAN POWER** is unable to prevent or overcome, including, but not limited to, any act or cause which is deemed a "Force Majeure" by the Utility or any transportation or transmitting entity. If **NORTH AMERICAN POWER** is rendered unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, we shall give immediate notice to the maximum extent practicable in writing and provide reasonably full particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and **NORTH AMERICAN POWER** shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. If **NORTH AMERICAN POWER** claims suspension of obligations, we must in good faith attempt to mitigate and/or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby **NORTH AMERICAN POWER** is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of **NORTH AMERICAN POWER** this Agreement may be cancelled.
18. **Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules, regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.
19. **Assignment.** The Customer may not assign its interest or obligations under this Agreement without the written consent of **NORTH AMERICAN POWER**. **NORTH AMERICAN POWER** may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. **NORTH AMERICAN POWER** may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the PUC. **NORTH AMERICAN POWER** must provide the Customer 14 days' prior notice before the assignment of this Agreement to another service provider. Upon such assignment, Customer agrees that **NORTH AMERICAN POWER** shall have no further obligations hereunder.
20. **Authorization.** Customer authorizes **NORTH AMERICAN POWER** to obtain and review information including, but not limited to the customer's credit history from credit reporting agencies, and Utility

information including, but not limited to, consumption history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, has human needs, is elderly, blind or disabled, has a tax status and/or is eligible for economic development or other incentives. This information may be used by **NORTH AMERICAN POWER** to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to **NORTH AMERICAN POWER**. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to **NORTH AMERICAN POWER** or calling **NORTH AMERICAN POWER** at 1-800-313-9086. **NORTH AMERICAN POWER** reserves the right to cancel this Agreement in the event Customer rescinds the authorization. **NORTH AMERICAN POWER** considers all such customer information to be confidential, and will not release such confidential customer information that is not otherwise publicly available without written authorization from Customer, except as required by process of court, state, or a state or federal regulatory agency or other legal compulsion.

21. **Deposit Requirements.** Customers are not required to provide a deposit when enrolling for variable priced products.
22. **Do Not Call Registry.** Customer may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number Customer wishes to register.