# Tab 9



#### Terms and Conditions

Resident Power, is a division of Freedom Logistics, LLC a New Hampshire licensed aggregator of electricity to New Hampshire consumers. "We", "us" and "our" refers to Resident Power. "You or "your" refers to the customer. We thank you for the opportunity to serve as your authorized electric agent/aggregator/broker.

- 1. Appointment of Agent: You hereby appoint Resident Power as your exclusive agent, for a period of 12 months from the date of enrollment, to act in your name, place and stead in any way which it could act with respect to researching, negotiating, executing, terminating, assigning, rescinding and delivering, electricity supply and service agreements with competitive energy suppliers, sellers or service providers.
- 2. Price Guarantee: Resident Power guarantees that your new electricity rate will be lower than the posted residential rate offered by your local utility company by at least 5% (i.e. PSNH, NGRID, Unitil, NH CO-OP, etc..), at the time of enrollment with your new competitive electricity provider (\*CEP\*). If Resident Power is unable to secure a rate that is lower than that of the posted residential rate offered by your local utility company, Resident Power will not enroll you with a new CEP and you will remain with the utility company, at no additional charge.
- \*Please note that Resident Power cannot find you a lower cost source for your transmission and distribution charges, as those charges are the domain of your utility company and will remain as such even after we find you a new electricity supplier/CEP. Therefore, our guarantee of a lower price relates ONLY to the per Kwh electricity charge for electricity supply and does not extend to, describe, or pertain to any other service, offering, product, or charge levied by your local utility company.
- 3. Term: Your enrollment in our energy program starts on the day of sign up and submission, and lasts for a period of 12 months from that date. At which time you be placed on auto-renewing 3 month contract intervals with Resident Power, until terminated in writing by either side, with 30 days notice prior to expiration. This term listed under this Appointment of Agent does not relate to any Agreement entered into on your behalf with a CEP while acting under the authority provided herein. When a new rate and CEP have been secured on your behalf, you will be notified of your new terms and conditions at that time, by the CEP or their agent.
- 4. Cancellation: Under this Agreement you are enrolled with Resident Power for a period of 12 months from the date of sign up. At the expiration of the 12 month period, either party may cancel this Appointment of Agent 30 days prior to its expiration, otherwise you will have been deemed to renew for a 3 month interval. You will continue to auto renew for 3 month intervals until such time as either party cancels. In order to successfully cancel, the cancelling party must submit a written notice of cancellation at least thirty (30) days prior to the next expiration date. In the event that you have already been enrolled with a CEP, cancellation of your Agreement with Resident Power will have no impact on the terms and conditions entered into between you and the CEP. If you move within state, please notify us of your new account number(s) within (60) days for re-enrollment and your early termination fee will be waived, If you move out of state during the term of your contract, Resident Power reserves the right to charge the early termination fee outlined in Section 5. By law the residential consumer has the right to rescind when Resident Power has found you a new rate and new CEP. You will remain a Resident Power customer, however. When we have found you a new rate with a CEP, you will be notified by the CEP of your new rate, terms and conditions. At which point you will have the following right of rescission depending on the form of the communication:
  - a. Residential customers and small commercial customers shall have 3 business days from the date of personal or electronic delivery of the written terms of service statement required by (a) above to rescind authorization; and
  - b. Residential customers and small commercial customers receiving the terms of service statement required by (a) above via the United States postal service shall have 5 business days from the postmarked date to rescind authorization.
- 5. Early Termination: In order to provide our price Guarantee, you may not sign with another electricity broker or supplier while under contract with Resident Power. You have authorized Resident Power as your exclusive procurement agent for electricity; therefore if you leave prior to proper cancellation. Resident Power reserves the right to charge a \$100 early termination fee. See Section 4 Cancellation for more details.
- 6. Information Release Authorization: Through your selection of the check box indicating you agree with these terms and conditions you allow your local utility company (i.e. PSNH, Unitil, NGRID, NH CO-OP, etc..) to release to us any account information including account number and payment history.
- 7. Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. If you have any concerns about your bill, you may call our Customer Service department (M-F 9AM-5PM EST) at 603 232 9293 or send a letter to Resident Power, 816 Elm Street, Suite 364, Manchester, NH 03101, or send an e-mail to info@residentpower.com.
- 8. Low Income Eligibility: A discount electric rate is available to qualifying residential customers by your utility company. If you are currently on such a rate with the utility company, we suggest that you do not enroll in our program as we cannot guarantee a lower electricity rate against non published, specialized enrollment rates, such as those for low income eligibility.
- 9. Governing Law and Regulations: This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. If action is taken by federal or state governmental authorities which significantly changes the way Resident Power does business with you, Resident Power may terminate this Agreement, after which you can enroll for service from another aggregator or supplier.
- 10. Emergency Service: In the event of an electric emergency or service interruption, you should immediately call your local utility company immediately.



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- 2. Authority to Sign/Enroll: By accepting the terms and conditions and completing the online or hard copy enrollment form you are representing that you have the authority to sign on behalf of the electricity account's listed, and that you are either the account owner or the owner study authorized representative. NOTICE: Anyone enrolling customers without their express permission shall be liable for any and all suits completits damages. fines or charges resulting therefron. Resident Power does not condone or tolerate customer "stamming" and will turn in any person or persons discovered to be engaged in any such activity to the proper authorities. If you feel that you have been a victim of improper or unauthorized enrollment please contact Resident Power at info@residentpower.com and include INVALID ENROLLMENT in the subject line. If you are already with another supplier or aggregator (other than the utility) and you enroll with Resident Power it is your responsibility to inform Resident Power in writing as to when your current supply/aggregation contract explies. Resident Power is not responsible for any early termination penalties that may be charged to you by other suppliers or aggregators as a result of your enrollment with Resident Power.
- 3. Price Guarantee: Resident Power guarantees that your new electricity rate will be lower than the posted residential rate offered by your local utility company at the time of enrollment with your new competitive electricity provider ( CEP ). Note The 5% savings guarantee applies to PSNH customers only. All other utility customers are guaranteed a savings against the posted residential rate offer by their utility nowever it may be a savings of less than 5%. If Resident Power is unable to secure a rate that is lower than that of the posted residential rate offered by your local utility company. Resident Power will not enroll you with a new CEP and you will remain with the utility company at no additional charge until such time as a new rate is found or you terminate your membership in the Resident Power ground.
  - \*Please note that Resident Power cannot find you a lower cost source for your transmission and distribution charges as those charges are the domain of your lithity company and will remain as such even after we find you a new electricity supplier.CFP (herefore, our guarantee of a lower price relates ONLY to the per kVI)- electricity charge to: electricity supply does not extend to describe or pertain to any other service offering product or charge levied by your local utility company.
  - \*Please note that some utility companies offer a fixed rate as well as a monthly variable rate. Resident Power offers a price guarantee that uses the fixed utility rate options as the rate of comparison. The fixed utility rate typically represents the 3 or 6 month average of the variable rate option, therefore customers will likely experience a similar level of savings.
- 4. Term: Your enrollment in our energy program starts on the day of sign up and submission, and lasts for a period of 12 months from that date, at which time you will be placed on auto-lenewing 3 month contract intervals with Resident Power, until terminated in writing by either side, with 30 days notice prior to expiration. This term listed under this Appointment of Agent does not relate to any Agreement entered into an your behalf with a CEP while acting under the authority provided herein. When a new rate and CEP have been secured on your behalf, you will be notified of your new terms and conditions at that time, by the CEP or their agent.
- 5. Cancellation: Under this Agreement you are enrolled with Resident Power for a period of 12 months from the date of sign up. At the expiration of the 12 month period, either party may cancel this Appointment of Agent 30 days prior to its expiration, otherwise you will have been deemed to renew for a 3 month interval. You will continue to auto renew for 3 month intervals until such time as either party cancels. In order to successfully cancel the cancelling party must submit a written notice of cancellation at least thirty (30) days prior to the next expiration date. In the event that you have already been enrolled with a CEP, cancellation of your Agreement with Resident Power will have no impact on the terms and conditions entered into between you and the CEP, NOTICE. If you move within state, please notify us of your new account number(s) within (60) days for re-enrollment and your early termination fee will be waived. If you move out of state during the term of your contract. Resident Power reserves the right to charge the early termination fee outlined in Section 7 below.
- 6. Right of Rescission: By law the residential consumer has the right to rescind when Resident Power has found you a new rate and new CEP You will remain a Resident Power customer, however. When we have found you a new rate with a CEP, you will be notified by the CEP of your new rate terms and conditions. At which point you will have the following right of rescission depending on the form of the communication
  - a. Residential customers and small commercial customers shall have 3 business days from the date of personal or electronic delivery of the written terms of service statement to resond authorization, and

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- b. Residential customers and small commercial customers receiving the terms of service statement via the United States hostal service shall have 5 business days from the postmarked date to rescribe authorization.
- 7. Early Termination: In order to provide our price Guarantee, you may not sign with another electricity broker or supplier while under contract with Resident Power, You have authorized Resident Power as your exclusive procurement agent for electricity, therefore if you leave prior to proper cancellation, Resident Power reserves the right to charge a \$100 early termination fee. See Section 5 Cancellation for more details
- 8. Information Release Authorization: Through your selection of the check box indicating you agree with these terms and conditions you allow your local utility company (i.e. PSNH Unitil, NGRID, NH CO-OP, etc.) to release to us any account information including account number usage information and payment history.
- 9. Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. If you have any concerns about your bill, you may call our Customer Service department (MF 9AN-5PM EST) at 603-232-9293 or send a letter to Resident Power 816 Elin Street Suitc 364. Manchester NH 03101 or send an e-mail to info@residenteower.com.
- 10. Low Income Eligibility: A discount electric rate is available to qualifying residential customers by your inhity company. If you are currently on such a rate with the utility company, we suggest that you do not enroll in our program as we cannot guarantee a lower electricity rate against non published specialized enrollment rates, such as those for low income eligibility.
- 11. Governing Law and Regulations: This Agreement shall be governed by construed, enforced and performed in accordance with the laws of the State of New Hampshire. It action is taken by federal or state governmental authorities which might significantly change the way Resident Power does business with you Resident Power may terminate this Agreement, after which you can enroll for service from another aggregator or supplier
- 12. Emergency Service: In the event of an electric emergency or service interruption, you should immediately call your local utility company immediately.
- 13. Assignment: Resident Power may assign or transfer your account's to another entity at any time under the same or substantially similar terms and conditions, unless otherwise agreed between Resident Power and the other entity. In such cases, Resident Power will use best efforts to provide you with 30 days notice via electronic mail. If you have not provided an electronic mailing address to Resident Power, Resident Power reserves the right to inform you by publishing such notice on their website at <a href="https://www.Residentpower.com">www.Residentpower.com</a>.
- 14. Supplier Notice to Customers: Resident Power will notify you when a new supplier rate is secured for your home or small pusiness. As noted above, customers do have the ability to opt out of any rate offered for the time periods outlined in Section 6, Resident Power will utilize the mailing or cmail address provided by Customer and is not liable for any undelivered supplier notices resulting from incorrect electronic or physical mailing addresses. Customers are encouraged to double check their enrollment forms to ensure that all information is input completely and accurately

Thank you for your enrollment and we appreciate your support

The Resident Power Team

I mail Users: Don't forget to allow email from ResidentPower com, as some mail servers may direct our letters and notices into your SPAM filter.

Coming Soon: Resident Power GRFLN

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Resident Power Natural Gas and Electric Solutions LLC ("Resident Power") operates as a registered aggregator of electricity in New Hampshire and Maine "We "us" and "our" refers to Resident Power. "You" or "your" refers to you the Customer Resident Power will maintain your information with the strictest confidentiality and will utilize it only in the course of providing the services contemplated under these terms and conditions. Please read the terms and conditions below carefully as offers and opportunities may vary depending on utility, state and region of service.

- 1. Appointment of Agent: You hereby appoint Resident Power as your exclusive agent, for a period of 12 months from the date of encomment, to act in your name, place and stead in any way which it could act with respect to researching, negotiating, executing, terminating, assigning, rescinding and delivering, electricity supply and service agreements with the period energy suppliers, sellers or service providers.
- 2. Authority to Sign/Linrolt: By accepting the terms and conditions and completing the online or hard copy enrollment form you are representing that you have the authority to sign or behalf of the electricity account/s listed and that you are either the account owner or the owner's duly authorized representative. NOTICE Anyone chrolling customers without their express permission shall be liable for any and all suits, complaints damages fines or charges resulting therefrom Resident Power does not condone or tolerate rustomer. Slumming and will turn in any person or persons discovered to be engaged in any such activity to the proper authorities. If you feel that you have been a victim of improper or unauthorized encountered encountered that the utility and you enroll with Resident Power it is you responsibility to inform Resident Power in writing as to when your current supply/aggregation contract express. Resident Power is not responsible for any early termination penalties that may be charged to you by other suppliers or aggregators as a result of your enrollment with Resident Power.
- 3. Price Guarantee: Resident Power guarantees that your new electricity rate will be lower than the posted residential rate offered by your local utility company at the time of enrollment with your new competitive electricity provider ("CEP"). Note: The 10% savings guarantee applies to PSNH customers only. All other utility customers are guaranteed a savings against the posted residential rate offer by their utility; however it may be a savings of less than the PSNH savings percentage referenced above. If Resident Power is unable to secure a rate that is lower than that of the posted residential rate offered by your local utility company. Resident Power will not enroll you with a new CEP and you will remain with the utility company at no additional charge, until such time as a new rate is found or you terminate your membership in the Resident Power program.
  - "Please note that Resident Power cannot find you a lower cost source for your transmission and distribution charges, as those charges are the domain of your utility company and will remain as such even after we find you a new electricity supplier/CEP. Therefore, our guarantee of a lower price relates CNL\* to the per Kwh electricity charge for electricity supply and does not extend to, describe, or pertain to any other service, offering, product, or charge levied by your local utility company.
  - Please note that some utility companies offer a fixed rate as well as a monthly variable rate. Resident Power offers a price guarantee that uses the fixed utility rate options as the rate of companion. The fixed utility rate typically represents the 3 or 6 month average of the variable rate option as the rate option as the rate of companion. The fixed utility rate typically represents the 3 or 6 month average of the variable rate option as the rate option as the rate option as the rate option as the rate of companion.
- 4. Term: Your enrollment in our energy program starts on the day of sign up and submission, and tasts for a period of 12 months from that date. If you wish to be removed from the elected the Power program you must inform us in writing 30 days prior to the expiration of your 12 month ferm, or you will be automatically renewed for another 12 months. This term is teal, upder this Approximent of Agent does not relate to any Agreement entered into on your behalf with a CEP white acting under the authority provided herein. When a new electricity ratio and CEP this been secured on your behalf, you will be notified of your new terms and conditions at that time, by the CEP or their agent.
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- 8 Information Release Authorization: Through your enrollment via web mail, telephone or other method you agree with the terms and conditions contained within this document and authorize Resident Power to act on your behalf, with your local utility company (i.e. PSNH, Untitl, NGRID, NH CO-OP, etc.) to release or allow access to us any pertinent account information, including, but not limited to account number, usage information, payment history, etc.
- 9. Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute of you have any concerns about your bill, you may call our Customer Service department (M-F 9AM-5PM EST) at 603-232-9293 or send a letter to Resident Power, 816 C m Sheet Suite 364. Manichester NF-03101, or send an e-mail to info@residentpower.com
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  - \*Please note that many utility companies fluctuate their prices every 1, 3 or 6 months it is for this reason that Resident Power uses a utility's previous 12 month average as the price to compare.
- 4. Term: Your enrollment in our energy program starts on the day of sign up and submission, and lasts for a period of 12 months from that date if you wish to be removed from the Resident Power program you must inform us in writing 30 days prior to the expiration of your 12 months. This term listed under this Appointment of Agent does not relate to any Agreement entered into anyour behalf with a CEP while acting under the authority provided herein. When a new electricity rate and CEP have been secured on your behalf you will be notified of your new terms and conditions at that time by the CEP or their agent.
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- b. Residential customers and small commercial customers receiving the terms of service statement required by (a) above via the United States postal service shall have 5 business days from the postmarked date to resond authorization
- 7. Early Termination: In order to provide our price Guarantee, you may not sign with another electricity broker or supplier while under contract with Resident Power. You have authorized Resident Power as your exclusive procurement agent for electricity, therefore if you leave prior to proper cancellation, Resident Power reserves the right to charge a \$100 early termination fee. See Section 4 Cancellation for more details.
- 8. Information Release Authorization: Through your enrollment via web, mail, telephone or other method you agree with the terms and conditions contained within this document and authorize Resident Power to act on your behalf, with your local utility company (i.e. PSNH\_Until\_NGRID\_NH\_CO-OP\_etc.) to release or allow access to us any pertinent account information including but not limited to account number usage information payment history etc.
- 9. Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. If you have any concerns about your bill, you may call our Customer Service department (M-F 9AM-5PM EST) at 603-232-9293 or send a letter to Resident Power. 816 Elm Street. Suite 364 Manchester. NH 03101, or send an e-mail to info@residentpower.com.
- 10. Low Income Eligibility: A discount electric rate is available to qualifying residential customers by your utility company. If you are currently on such a rate with the utility company, we suggest that you do not enroll in our program as we cannot guarantee a lower electricity rate against non published, specialized enrollment rates, such as those for low income eligibility.
- 11. Governing Law and Regulations: This Agreement shall be governed by construed, enforced and performed in accordance with the laws of the State of New Hampshire. If action is taken by federal or state governmental authorities which might significantly changes the way Resident Power does business with you, Resident Power may terminate this Agreement, after which you can enroll for service from another aggregator or supplier
- 12. Emergency Service: In the event of an electric emergency or service internuction, you should immediately call your local utility company immediately.
- 13. Assignment: Resident Power may assign or transfer your account/s to another onlity at any time under the same or substantially similar forms and conditions, unless otherwise agreed between Resident Power and the other entity. In such cases, Resident Power will use hest efforts in provide you with 30 days notice via electronic mail. If you have not provided an electronic mailing andress to Resident Power Resident Power reserves the right to inform you by publishing such notice on their website at <a href="https://www.resident.com/www.nesident.com/wwww.nesident.com/www.nesident.com/www.neside
- 14. Supplier Notice to Customers: Resident Power will notice you when a new supplier rate is secured for your home or small pusiness, as noted above customers do have the ability to opt out of any rate offered for the time periods outlined in Section 6. Resident Power will utilize the mailing or email address provided by Customer and is not liable for any undelivered supplier notices resulting from incorrect electronic or physical mailing addresses. Customers are encouraged to double check their enrollment forms to ensure that all information is input completely and accurately.

Thank you for your enrollment and we appreciate your support. Don't forget to Like Us on Facebook at <a href="http://www.facebook.com/ResidentPower">http://www.facebook.com/ResidentPower</a>

The Resident Power Team

I mail Users. Don't forget to allow email from ResidentPower.com, as some mail servers may direct our letters and notices into your SPAM filter.

Coming Soon: Resident Power GREEN

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Dear Resident Power Customer:

Enclosed please find your new electricity rate, terms and conditions for your apartment(s).

You will be happy to know that our electricity sources are not only less expensive but also much cleaner than PSNH. When you switch to Resident Power, you are not only saving money, you are also saving the environment! We have attached the generation disclosure labels for your new supplier (PNE) as well as PSNH, have a look and compare for yourself.

You have 5 business days to Opt Out of this or any offer we send you. Your Opt Out Date for the this notice is 1/22/2013. To Opt Out please REPLY to this message with OPT OUT in the Subject or click this link OptOut@residentpower.com.

No action is required if you agree with the rate and terms indicated below. After the Opt Out period has expired, Resident Power's offered rate will take effect on the date of your account's next meter reading.

Resident Power Supply Rate: \$0.0769/kWh

Anticipated Savings: 19.4%

PSNH Supply Rate: \$0.0954/kWh\*

\*PSNH rate effective January 1, 2013.

**New Supplier: PNE Energy Supply** 

Term: Month to Month\*

\*No long term commitment.

Contract Date: 1/15/13\*

\*Term of contract to commence on date of account's next meter reading. See below for details.

Month of Enrollment: Based on your supplier's timelines you will begin receiving your new rate within 1-2 billing cycles depending on your meter read date. After the supplier switch has been made you will notice PNE Energy Supply in two locations on your utility bill; Page 1 under "Electricity Supplied By" and Page 2 next to "Electricity Supply Detail". Resident Power is your aggregator and negotiator (not supplier), who will continue to work with you at term's end.

Important Notice: Your utility will bill you on behalf of the supplier, maintain your lines and provide customer service with regards to billing or service questions. If you have any questions about your rate or terms please contact Resident Power directly via email at info@residentpower.com or call us at 603-232-9293. You do not need to contact the supplier. You are a customer of Resident Power and we will assist you with any questions you have in regards to rates, terms and renewal of your new Electricity Supply rate.

Please review the PNE Energy Supply Terms and Conditions below in this email. We encourage you to print it out for your records and save this email as well. If you have any questions, please see our online FAQ's in print and video at http://www.residentpower.com/faq.php. For further information, feel free to give us a call at 603-232-9293. We are happy to assist.

Feel free to check out Resident Power in the news by clicking the links below: <a href="http://news.nhpr.org/post/psnh-faces-first-statewide-challenge-residential-customers-http://www.nashuatelegraph.com/newsstatenewengland/941391-227/new-firm-offers-competition-for-psnh.html">http://www.nashuatelegraph.com/newsstatenewengland/941391-227/new-firm-offers-competition-for-psnh.html</a>

We appreciate your business and hope you have a safe and joyful holiday season!

Sincerely,

The Resident Power Team



### **PNE Energy Supply Terms and Conditions**

PNE Generation Portfolio and Disclosure Notice

Please click here for the PNE Disclosure Notice

You can find the PSNH Disclosure for comparison here:

http://www.psnh.com/disclosurelabel/



#### PNE Apartment Services Contract (Electricity) And Term Sheet

#### Dear Customer,

Thank you for choosing PNE as your electric supplier for your apartment. Please find our service terms and conditions below. New Hampshire Residents, please be advised that you have three (3) business days from electronic receipt of these terms and conditions to rescind the offer. If you have received these terms and conditions via regular hard copy mail, you have five (5) business days from the date of post mark to rescind via hard copy mail.

This contract is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC ("PNE"). PNE is a New Hampshire based Limited Liability Company, registered with the New Hampshire Public Utilities Commission ("PUC") for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PNE directly, or retained the services of a registered electricity aggregator who has signed with PNE on your behalf.[1]

#### **Terms and Conditions**

PNE offers the Customer a new electricity rate only. Customer's current local utility

company will continue to charge customer for transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. In the event of a power outage, meter malfunction or any other customer service issue, not related to the cost of electricity, Customer is to immediately contact their local utility company (i.e. PSNH). See Local Utility Services section for more.

Rate: Your introductory electricity rate is \$0.0769 per kwh. Customer is guaranteed this rate for the first month of the rate program described below. This rate may increase or decrease over the course of your duration as a PNE Customer.

Contract Date: 1/15/13 (term of contract to commence from next available meter read date)

Rate Program: Apartment/Short Term Market Based. This Rate can fluctuate monthly based on MARKET CONDITIONS. This rate is based on the monthly published ISO LMP average pricing as shown at www.iso-ne.com. Included in Customer's monthly rate is Capacity, Line Loss, Ancillary Fees, Renewable Energy Credits as mandated by the State of New Hampshire and all other applicable energy related charges.

Length of Contract: This contract shall commence on the Customer's next available meter read date and remain in effect auto renewing 30 day periods, until such time as customer chooses to return to the utility. Customer must give PNE 45 days notice prior to returning to the utility. The notice must be in writing to either the mailing or email address shown below. Please include "Apartment Termination" as well as your utility account number in the Subject Line and include your name and phone number in the letter/email.

Customer Service: For customer service questions please call 603-413-6602 or email customercare@powernewengland.com.

Early Termination Fee: None.

Local Utility Services: Your local utility (i.e. PSNH) will continue to deliver electricity to

Customer's home or place of business, read Customer's meters, issue Customer's bill and make repairs should Customer have an outage or issue with service. Your local utility will also respond to emergencies and provide other traditional utility services. The electricity that Customer buys will be included in your traditional local utility monthly bill, unless billing service is unavailable from the local utility at which point Customer will receive a separate PNE bill.

Hold Over Price: N/A for Apartments

Billing: All Customers will continue to be billed by their local utility company (i.e. PSNH) on their regular monthly invoice. A new section on the monthly utility invoice will outline the PNE electricity supply charge, in the place of the utility default charge. Your local utility company works with PNE as a billing agent, so as to cause as little disruption and inconvenience to Customer's billing routine as possible. The contact information for the local utility company may be found on your most recent invoice, should you have a billing question or change. Please note, some utilities may not offer this billing service, in such case PNE shall invoice Customer on a separate billing statement.

#### Billing Agent Information:

PSNH
P.O. Box330
Manchester, NH 03105
800-662-7764

Late Penalties, Charges and Fees: Customer's payments are due thirty (30) days from the date of invoice receipt. Late payments shall be assessed a late payment penalty of 1.5% per month. Customer payments that are sixty (60) days past due, will result in a termination of PNE service and the assessment of an Early Termination Fee, See Early Termination Fee section for more.

**Do Not Call Registry:** Information regarding the Do Not Call Registry, including instructions for sign up, maybe found at <a href="www.donotcall.gov">www.donotcall.gov</a>

Customer Dispute Resolution: If Customer wishes to dispute any Electricity Charge, invoice, notice or service provided under these Terms and Conditions, Customer may call PNE and request the billing department at 603-413-6602. Please note that PNE has no control over charges levied by your local utility company, so please be sure to check your invoice first to confirm that item at issue is the electricity/energy charge. Otherwise, PNE recommends that you call your local utility company to resolve the issue.

#### **Public Utility Commission Notices:**

The New Hampshire Public Utilities Commission has posted a Consumer Division Hotline number for New Hampshire consumers to utilize should Customer have any questions regarding their rights or responsibilities. That number is 1-800-852-3793.

PNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's energy load.

Please Note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has three (3) business days from receipt to notify PNE of your desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has five (5) business days from post marked receipt to notify PNE of your desire to withdraw from this rate program.

Changes in Law and Regulations: If a new Law or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to, any Law or Regulation that results in increased costs to PNE that would not have occurred but for such change in Law or Regulation, PNE shall have the right to increase the charges for electricity supply to Customer to reflect a one-hundred percent pass-through to Customer of such increased costs. PNE shall reflect such increased costs on Customer's invoice.

Bill Payment Assistance: Below is a list of social service agencies and programs

available to low income customers for bill payment assistance:

## Community Action Program, Belknap/Merrimack Counties www.bm-cap.org

- Concord225-6880
- Franklin934-3444
- Laconia524-5512
- Meredith 279-4096
- Suncook 485-7824
- Warner 456-2207

## Rockingham Community Action www.rcaction.org

- Portsmouth436-3896/1-800-639-3896
- Salem898-8435

### Southern New Hampshire Services (Hillsborough County) www.snhs.org

- Manchester647-4470/1-800-322-1073
- Nashua889-3440/1-877-211-0723
- Peterborough924-2243

## Southwestern Community Services (Cheshire and Sullivan Counties) <a href="https://www.scshelps.org">www.scshelps.org</a>

- Keene352-7512/1-800-529-0005
- Claremont542-9528

## Strafford County Community Action www.straffcap.org

- Dover749-1334 Milton 652-9893
- Rochester332-3963 Farmington 755-9305

## Tri-County Community Action (Coos, Carroll and Grafton Counties) www.tccap.org

- Berlin752-3248 Littleton 444-6653
- Colebrook 237-8168 Plymouth 536-8222
- Lancaster788-4477 Woodsville 747-3013
- Lebanon448-4553
- CarrollCounty323-7400/1-888-842-3835

[1] PNE is neither responsible nor liable for any promises, assurances, guarantees or any other statements made by any aggregators, brokers or other independent representatives to induce Customer sign up. Customer should read the terms and conditions within the PNE Energy Supply Residential and Small Commercial Energy Services Term Sheet carefully. If Customer is unhappy with any terms or conditions, including price and length, they may rescind their contract within the PUC mandated rescission period.



Dear Resident Power Customer:

Enclosed please find your small commercial electricity rate, terms and conditions for your home or small business.

You will be happy to know that our electricity sources are not only **less expensive** but also **much cleaner** than PSNH. When you switch to Resident Power, you are not only saving money, you are also saving the environment! We have included the generation disclosure labels for your new supplier (PNE) as well as PSNH, have a look and compare for yourself.

You have 5 business days to Opt Out of this or any offer we send you. Your Opt Out Date for the this notice is 1/15/2013. To Opt Out you can either give us a call (603-232-9293) or send us an e-mail (marketing@residentpower.com) with OPT OUT in the Subject line before your 5 day Opt Out period expires.

No action is required if you agree with the rate and terms indicated below. After the Opt Out period has expired, Resident Power's offered rate will take effect on the date of your account's next meter reading.

Resident Power Supply Rate: \$0.0769/kWh

Anticipated Savings: 23.6%

PSNH Supply Rate: \$0.0954/kWh\*

\*PSNH Rate Effective January 1, 2013.

**New Supplier: PNE Energy Supply** 

Term:12 Month Fixed Rate\*

\*12 Consecutive Billing Cycles

Contract Date: 1/10/13\*

\*Term of contract to commence on date of account's next meter reading. See below for details.

Month of Enrollment: Based on your supplier's timelines you will begin receiving your new rate within 1-2 billing cycles depending on your meter read date. After the supplier switch has been made you will notice PNE Energy Supply in two locations on your utility bill; Page 1 under "Electricity Supplied By" and Page 2 next to "Electricity Supply Detail". Resident Power is your aggregator and negotiator (not supplier), who will continue to work with you at term's end.

Important Notice: Your utility will bill you on behalf of the supplier, maintain your lines and provide customer service with regards to billing or service questions. If you have any questions about your rate or terms please contact Resident Power directly via email at <a href="mailto:info@residentpower.com">info@residentpower.com</a> or call us at 603-232-9293. You do not need to contact the supplier. You are a customer of Resident Power and we will assist you with any questions you have in regards to rates, terms and renewal of your new Electricity Supply rate.

Please review the PNE Energy Supply Terms and Conditions below in this email. We encourage you to print it out for your records and save this email as well. If you have any questions, please see our online FAQ's in print and video at <a href="http://www.residentpower.com/faq.php">http://www.residentpower.com/faq.php</a>. For further information, feel free to give us a call at 603-232-9293. We are happy to assist.

Feel free to check out Resident Power in the news by clicking the links below: <a href="http://news.nhpr.org/post/psnh-faces-first-statewide-challenge-residential-customers-http://www.nashuatelegraph.com/newsstatenewengland/941391-227/new-firm-offers-competition-for-psnh.html">http://www.nashuatelegraph.com/newsstatenewengland/941391-227/new-firm-offers-competition-for-psnh.html</a>

Sincerely,

The Resident Power Team





#### **PNE Energy Supply Terms and Conditions**

#### PNE Generation Portfolio and Disclosure Notice:

http://gallery.mailchimp.com/9c791f3d8d1d32adb8c60c931/files/PNE\_Disclosure\_Label\_3\_19\_12.pdf
You can find the PSNH Disclosure for comparison here:
http://www.psnh.com/disclosurelabel/

Residential and Small Commercial Energy Services Term Sheet

Dear customer,

Thank you for choosing PNE as your electric supplier for your home and/or small business. Please find our service terms and conditions below. New Hampshire Residents, please be advised that you have three (3) business days from electronic receipt of these terms and conditions to rescind the offer. If you have received these terms and conditions via regular hard copy mail, you have five (5) business days from the date of post mark to rescind via hard copy mail.

This contract is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC ("PNE"). PNE is a New Hampshire based Limited Liability Company, registered with the New Hampshire Public Utilities Commission ("PUC") for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PNE directly, or retained the services of a registered electricity aggregator who has signed with PNE on your behalf.[1]

Price: Your new electricity price is \$0.0769/kWh Fixed Rate

Contract Date: 1/10/13 (term of contract to commence from next available meter read date, see below)

Length of Contract: This contract shall commence on the Customer's next available meter read date and remain in effect for the subsequent 12 months. At the end of this period, the Customer is free to switch electricity providers at no cost. Customers who leave PNE's service prior to the completion of their contract will be assessed an Early Termination Fee. For details see Early Termination Fee.

**Term and Conditions:** PNE offers the Customer a new electricity charge only.

Customer's current local utility company will continue to charge customer for transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. In the event of a power outage, meter malfunction or any other customer service issue, not related to the cost of electricity, Customer is to immediately contact their local utility company (i.e. PSNH). See Local Utility Services section for more.

**Customer Service:** For customer service questions please call 603-413-6602 or email customercare@powernewengland.com.

Early Termination Fee: If Customer cancels their PNE service at any time prior to the natural expiration of their contract, PNE will assess them with a one time Early Termination Fee of \$200. If Customer does not pay their electricity charges for a period of 60 days from the time of invoice, PNE will automatically terminate Customer's account and place them back with the utility default service. In addition to invoicing Customer for any amount still owed at the time of termination, as well as any applicable late charges, PNE will assess Customer with the Early Termination Fee.

Local Utility Services: Your local utility (i.e. PSNH) will continue to deliver electricity to Customer's home or place of business, read Customer's meters, issue Customer's bill and make repairs should Customer have an outage or issue with service. Your local utility will also respond to emergencies and provide other traditional utility services. The electricity that Customer buys will be included in your traditional local utility monthly bill, unless billing service is unavailable from the local utility at which point Customer will receive a separate PNE bill.

Hold Over Price: After Customer's contract has expired with PNE, Customer, or Customer's agent, may request to return to the utility, re-sign for another term or change to another competitive supplier. If Customer remains with PNE, but does not contract for a new rate, Customer will be charged a Hold Over Price, which is a monthly market based rate, plus an adder of \$0.04 per kwh. In the event that PNE does not charge the Hold Over Price immediately upon expiration of Customer's preceding contract, PNE does not waive the right to charge a Hold Over Price in some subsequent month.

Billing: All Customers will continue to be billed by their local utility company (i.e. PSNH) on their regular monthly invoice. A new section on the monthly utility invoice will outline the PNE electricity supply charge, in the place of the utility default charge. Your local utility company works with PNE as a billing agent, so as to cause as little disruption and inconvenience to Customer's billing routine as possible. The contact information for the local utility company may be found on your most recent invoice, should you have a billing

question or change. Please note, some utilities may not offer this billing service, in such case PNE shall invoice Customer on a separate billing statement.

#### Billing Agent Information:

PSNH P.O. Box330 Manchester, NH 03105 800-662-7764

Late Penalties, Charges and Fees: Customer's payments are due thirty (30) days from the date of invoice receipt. Late payments shall be assessed a late payment penalty of 1.5% per month. Customer payments that are sixty (60) days past due, will result in a termination of PNE service and the assessment of an Early Termination Fee, See Early Termination Fee section for more.

**Do Not Call Registry:** Information regarding the Do Not Call Registry, including instructions for sign up, maybe found at <a href="www.donotcall.gov">www.donotcall.gov</a>

Customer Relocation: In the event that Customer relocates within the PNE service territory while under contract with PNE for electricity supply, Customer must contact PNE thirty (30) days prior to the relocation in order to begin account transfer and avoid Early Termination Fee. If Customer relocates while under contract with PNE and does not transfer their new account to PNE on the next scheduled meter read date, PNE may assess an Early Termination Fee. Customer that relocate out of state or out PNE service territory, will be assessed an Early Termination Fee, if such relocation takes place while Customer is under contract with PNE.

Customer Dispute Resolution: If Customer wishes to dispute any Electricity Charge, invoice, notice or service provided under these Terms and Conditions, Customer may call PNE and request the billing department at 603-413-6602. Please note that PNE has no control over charges levied by your local utility company, so please be sure to check your invoice first to confirm that item at issue is the electricity/energy charge. Otherwise, PNE recommends that you call your local utility company to resolve the issue.

#### **Public Utility Commission Notices:**

The New Hampshire Public Utilities Commission has posted a Consumer Division Hotline number for New Hampshire consumers to utilize should Customer have any questions regarding their rights or responsibilities. That number is 1-800-852-3793.

PNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's energy load.

Please Note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has three (3) business days from receipt to notify PNE of your desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has five (5) business days from post marked receipt to notify PNE of your desire to withdraw from this rate program.

Changes in Law and Regulations: If a new Law or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to, any Law or Regulation that results in increased costs to PNE that would not have occurred but for such change in Law or Regulation, PNE shall have the right to increase the charges for electricity supply to Customer to reflect a one-hundred percent pass-through to Customer of such increased costs. PNE shall reflect such increased costs on Customer's invoice.

**Bill Payment Assistance:** Below is a list of social service agencies and programs available to low income customers for bill payment assistance:

Community Action Program, Belknap/Merrimack Counties www.bm-cap.org

- Concord225-6880
- Franklin934-3444
- Laconia524-5512
- Meredith 279-4096
- Suncook 485-7824
- Warner 456-2207

Rockingham Community Action www.rcaction.org

- Portsmouth436-3896/1-800-639-3896
- Salem898-8435

## Southern New Hampshire Services (Hillsborough County) www.snhs.org

- Manchester647-4470/1-800-322-1073
- Nashua889-3440/1-877-211-0723
- Peterborough924-2243

## Southwestern Community Services (Cheshire and Sullivan Counties) www.scshelps.org

- Keene352-7512/1-800-529-0005
- Claremont542-9528

## Strafford County Community Action www.straffcap.org

- Dover749-1334 Milton 652-9893
- Rochester332-3963 Farmington 755-9305

## Tri-County Community Action (Coos, Carroll and Grafton Counties) www.tccap.org

- Berlin752-3248 Littleton 444-6653
- Colebrook 237-8168 Plymouth 536-8222
- Lancaster788-4477 Woodsville 747-3013
- Lebanon448-4553
- CarrollCounty323-7400/1-888-842-3835

[1] PNE is neither responsible nor liable for any promises, assurances, guarantees or any other statements made by any aggregators, brokers or other independent representatives to induce Customer sign up. Customer should read the terms and conditions within the PNE Energy Supply Residential and Small Commercial Energy Services Term Sheet carefully. If Customer is unhappy with any terms or conditions, including price and length, they may rescind their contract within the PUC mandated rescission period.

Here is where to find your new supplier/rate after the switch to Resident Power is made:



|   |  | PACT 10F S   |
|---|--|--|
|   |  | John Smith   |
| Due Dete<br>Apr 3, 2012   | Total Amount Due<br>\$101.05   | Statement date: Mar 6 , 2012<br>Customer name key; switt         |
|   |  | Account number: 585856585656                                     |
| Your account summ   | atry   |  |
| Previous balance on Feò   | 1  | \$102.57   |
| Payment Feb 29  |  | -\$102.67  |
| Balanco Forward   |  | \$0.00   |
| New Charges/Cradits Delivery Services   |  | \$52.47  |
| Electricity Supply Servi  | (ces   | 548.24   |
| Electricity Consumption   |  | \$0.34   |
| Total new charges   |  | \$101.05   |
| Total spreum) due   |  | \$101.05   |
| The "Total amount due"  | nsusi be received by Apr   | 3, 2012 to sveid a 1,00%   |
| late payment charge.  |  |  |
| late payment charge.<br>Detail for Service at:  | :  |  |
| lais payment charge.<br>Detail for Service at<br>100 Main St, Anytov  | vn NH 99999-9999   |  |
| laie payment charge.<br>Detail for Service at   | vn NH 99999-9999   | Billing cycle. 07  |
| iale payment charge.<br>Detail for Service at<br>100 Main St, Anytov<br>Service reference: 1234   | vn NH 99999-9999<br>56789  |  |
| late payment charge.  Detail for Service at: 100 Main St, Anytox Service reference: 1234 Your mater reading for r   | vn NH 99999-9999<br>56789<br>meter# G123456789                                 |  |
| late payment charge.  Detail for Service at: 100 Main St, Anytov Service reference: 1234 Your meter reading for r For billing period: Feb 7- Actual reading on Mar 8, | vn NH 69996-9999<br>56789<br>neter# (3123456769<br>- Mar 8 (30 days)<br>, 2012 | Billing cycle, 07  Next read date on or about, Apr 10, 2012 1836 |
| lale payment charge.<br>Detail for Service at<br>100 Main St, Anytov  | vn NH 69996-9999<br>56789<br>neter# (3123456769<br>- Mar 8 (30 days)<br>, 2012 | Billing cycle. 07  Next read date on or about. Apr 10, 2012      |

Pleasa detach this stute and return it with your check made payable to PSRFI. Pleasa consider adding a \$1 for Neighbor Heighbor to your payment.

Public Service of New Hampshire

ES6 5654

Account Number

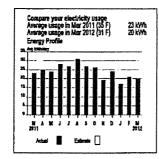
Mar 8, 2012

Total amount due \$101.05

The "Total amount due" must be received by Apr 3, 2012 to avoid a 1.00 % late payment charge.

PSAH FO Box 638

Account number: sessésésésés



| Electricity Consumption Tax (calc<br>Total Taxes     | cutisted by rate \$0.00055/kWh)                     | \$0.34<br>\$0.34   |
|--|---|--------------------|
| Texas  |   |                    |
| Subtotal New S                                       | upply Rate  | \$48.24            |
| Electricity Supply Detail<br>Generation Savo Chrg*** | Phow Supplier Marrier Hore)<br>511.00KWH x \$0.0000 | \$48.24            |
| Subtotal   |   | \$52,47            |
| Strnded Ost Recovery Chrg<br>System Benefits Chrg    | 511.00KWH x \$0.013080<br>511.00KWH x \$0.003300    | \$7.99<br>\$2.02   |
| Transmission Chrg                                    | 611.00KWH x \$0.012930                              | \$7.90             |
| Customer Chrg<br>KWH Distribution Chrg               | 611.00KWH x \$0.037670                              | \$11,54<br>\$23.02 |
| PBNH Delivery Services Datali                        | RATE R RESIDENTIAL SYC                              |                    |

\$0.: Explanation of your charges The standed cost recovery charge is composed of a rate reduction bond charge owned by PSMH Funding LLC as filed with the NHPUC and a strended cost recovery amount approved by the NHPUC.

For additional information about the above charges, please visit PSNH's web site at www.psnh.com.



#### Dear Resident Power Customer:

We are excited to offer you a competitive Resident Power FLEX rate for your residential account(s). Please find enclosed your new rate and supplier terms and conditions.

You will be happy to know that our electricity sources are not only **less expensive** than PSNH but they are also **much cleaner** as well. When you switch to Resident Power, you are not only saving money, you are also saving the environment! (We have attached the generation disclosure labels for (your new supplier PNE) as well as PSNH, have a look and compare for yourself.)

You have 5 business days to Opt Out of this or any offer we send you. Your Opt Out Date for the this notice is 11/02/2012. To Opt Out please call 603-232-9293 or send an e-mail to <a href="marketing@residentpower.com">marketing@residentpower.com</a> with OPT OUT in the Subject line before your 5 day Opt Out period expires.

No action is required if you agree with the rate and terms and you will be enrolled with your new supplier with the rate and terms indicated below.

Your New Rate: \$0.0710/kWh\*

\*This is a month to month rate and is subject to change based on market conditions, see supplier terms and conditions for details

Your Current PSNH Rate: \$0.0711/kWh

The NEW PSNH Rate as of January 1, 2013: \$.0897/kWh\* \*according to PSNH rate request before NH PUC September, 2012.

Anticipated Yearly Savings: 10-15%

Your New Supplier: PNE Energy Supply, LLC

Term: FLEX Program - Month to Month (no long term commitment)

Contract Date: 10/26/12 (term of contract to commence from next available meter read date, see below)

Month of Enrollment: Based on your supplier's timelines you will begin receiving your new rate within 1-2 billing cycles depending on your meter read date. You will know you have been switched to your new supplier when you see PNE Energy Supply LLC on your utility bill and the above rate under the Supplier Services area on your bill. Resident Power is not your supplier but your aggregator and negotiator and will continue to work with you at term's end.

Important Notice: Your utility will bill you on behalf of the supplier, maintain your lines and provide customer service with regards to billing or service questions. If you have any questions about your rate or terms please contact Resident Power directly via email at <a href="mailto:customercare@residentpower.com">customercare@residentpower.com</a> or call us at 603-232-9293. You do not need to contact the supplier. You are a customer of Resident Power and we will assist you with any questions you have with regards to rates, terms and renewal of your new Energy Supply Rate.

Please review the Supplier Terms and Conditions below in this email. We encourage you to print it out for your records and save this email as well. If you have any questions, please see our new online FAQ's in print and video at <a href="http://www.residentpower.com/faq.php">http://www.residentpower.com/faq.php</a> first then give us a call if you have further questions. We are here to serve you.

Sincerely,

The Resident Power Team



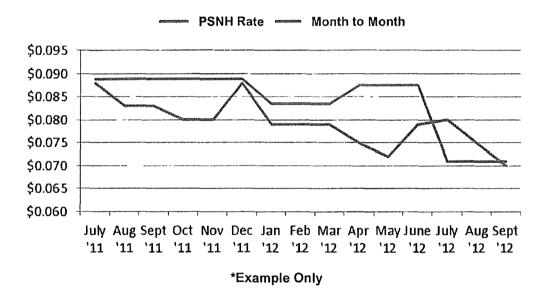


#### **PNE Terms and Conditions**

PNE Generation Portfolio and Disclosure Notice: http://gallery.mailchimp.com/9c791f3d8d1d32adb8c60c931/files/PNE\_Disclosure\_Label\_3\_19\_12.pdf The PSNH Disclosure can be found for comparison at <a href="http://www.psnh.com/disclosurelabe/l/">http://www.psnh.com/disclosurelabe/l/</a>.

### PNE MONTH to MONTH Residential Electricity Services Contract

### Month to Month vs. PSNH



#### Dear Customer,

Thank you for choosing PNE as your electric supplier for your Residential electricity account(s). Please find our service terms and conditions below. New Hampshire Residents are advised that you have three (3) business days from electronic receipt of these terms and conditions to rescind the offer. If you have received these terms and conditions via regular hard copy mail, you have five (5) business days from the date of post mark to rescind via hard copy mail.

This is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC ("PNE"). PNE is a New Hampshire based Limited Liability Company, registered with the New Hampshire Public Utilities Commission ("PUC") for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PNE directly, or retained the services of a registered electricity aggregator who has signed with PNE on your behalf.[1]

#### Terms and Conditions

PNE offers the Customer a new electricity rate only. Customer's current local utility company will continue to charge customer for transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. In the event of a power outage, meter malfunction or any other customer service issue, not related to the cost of electricity, Customer is to immediately contact their local utility company (i.e. PSNH). See Local Utility Services section for more.

Rate: Your introductory electricity rate is \$0.0710 per kWh. Customer is guaranteed this rate for the first month of the rate program described below. This rate may increase or decrease over the course of your duration as a PNE Customer.

Contract Date: 10/26/12 (term of contract to commence from next available meter read date)

Rate Program: MONTH to MONTH Market Based. This Rate can fluctuate monthly based on market conditions. This rate is based on the anticipated monthly market rate for electricity in Customer's load zone (i.e. New Hampshire). Customer's monthly rate includes, but is not limited to: Capacity, Line Loss, Ancillary Fees, Supplier Fees, Taxes, ISO adjustments and Renewable Energy Credits as mandated by the State of New Hampshire as well as all other applicable energy related charges.

Late Payment Penalty: In order to provide Customer with the highest level of service and pricing, Supplier reserves the right to add a 3% rate adder to the monthly rate for any Customers that are past due on their payments by 30 days on more than one invoice in a 12 month period. This rate adder is in addition to any late charges that may be levied by Customer's host utility company (i.e. PSNH). Please provide prompt payment of your monthly invoices in order to avoid any such penalties.

Length of Contract: This contract shall commence on the Customer's next available meter read date and remain in effect for auto renewing 30 day periods, until such time as customer chooses to return to the utility, or switch to another supplier, or Customer is dropped from service by Supplier due to non-payment.

Termination: Customer is not bound to remain with Supplier for any duration other than the initial 30 day period, plus the "Notice Period".

"Notice Period" is defined as 45 day written notice from Customer to Supplier alerting Supplier to Customer's desire to return to their host utility company (i.e. PSNH). The notice must be in writing to either the mailing or email address shown below. Please include "Month to Month Rate Termination" as well as your utility account number in the Subject Line and include your name and phone number in the letter/email.

Termination by Supplier for Non Payment and Fee: Supplier reserves the right to terminate service to Customer in the event of Non-payment. Any Customer that has a balance of 60 days past due or greater will be subject to immediate termination of service by Supplier and returned to the host utility company for service, at the sole discretion of Supplier. In the event that Supplier is forced to terminate service with Customer due to Non-Payment, Customer acknowledges that Supplier shall be allowed to assess a \$100 collections charge, in addition to any and all amounts owed by Customer for electricity service (energy charges only).

Please allow for one to two billing periods after enrollment or termination for your change in rate and supplier to take effect.

Customer Service: For customer service questions please call 603-413-6602 or email customercare@powernewengland.com.

Early Termination Fee: None.

Local Utility Services: Your local utility (i.e. PSNH) will continue to deliver electricity to Customer's home or place of business, read Customer's meters, issue Customer's bill and make repairs should Customer have an outage or issue with service. Your local utility will also respond to emergencies and provide other traditional utility services. The electricity that Customer buys will be included in your traditional local utility monthly bill, unless billing service is unavailable from the local utility at which point Customer will receive a separate PNE bill.

Billing: All Customers will continue to be billed by their local utility company (i.e. PSNH) on their regular monthly invoice. A new section on the monthly utility invoice will outline the PNE electricity supply charge, in the place of the utility default charge. Your local utility company works with PNE as a billing agent, so as to cause as little disruption and inconvenience to Customer's billing routine as possible. The contact information for the local utility company may be found on your most recent invoice, should you have a billing question or change. Please note, some utilities may not offer this billing service, in such case PNE shall invoice Customer on a separate billing statement.

#### **Billing Agent Information:**

PSNH P.O. Box330 Manchester, NH 03105 800-662-7764

Late Penalties, Charges and Fees: Customer's payments are due thirty (30) days from the date of invoice receipt. Late payments shall be assessed a late payment penalty of 1.5% per month. Customer payments that are sixty (60) days past due, will result in a termination of PNE service and the assessment of an Early Termination Fee, See Early Termination Fee section for more.

Do Not Call Registry: Information regarding the Do Not Call Registry, including instructions for sign up, maybe found at www.donotcall.gov

Customer Dispute Resolution: If Customer wishes to dispute any Electricity Charge, Invoice, notice or service provided under these Terms and Conditions, Customer may call PNE and request the billing department at 603-413-6602. Please note that PNE has no control over charges levied by your local utility company, so please be sure to check your invoice first to confirm that Item at issue is the electricity/energy charge. Otherwise, PNE recommends that you call your local utility company to resolve the issue.

#### **Public Utility Commission Notices:**

The New Hampshire Public Utilities Commission has posted a Consumer Division Hotline number for New Hampshire consumers to utilize should Customer have any questions regarding their rights or responsibilities. That number is 1-800-852-3793.

PNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffillated party or parties outside the normal and/or necessary scope of serving Customer's energy load.

Please Note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has three (3) business days from receipt to notify PNE of your desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has five (5) business days from post marked receipt to notify PNE of your desire to withdraw from this rate program.

Changes in Law and Regulations: If a new Law or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to, any Law or Regulation that results in increased costs to PNE that would not have occurred but for such change in Law or Regulation, PNE shall have the right to increase the charges for electricity supply to Customer to reflect a one-hundred percent pass-through to Customer of such increased costs. PNE shall reflect such increased costs on Customer's invoice.

Bill Payment Assistance: Below is a list of social service agencies and programs available to low income customers for bill payment assistance:

## Community Action Program, Belknap/Merrimack Counties www.bm-cap.org

- Concord225-6880
- Franklin934-3444
- Laconia524-5512
- Meredith 279-4096
- Suncook 485-7824
- Warner 456-2207

## Rockingham Community Action www.rcaction.org

- Portsmouth436-3896/1-800-639-3896
- Salem898-8435

## Southern New Hampshire Services (Hillsborough County) www.snhs.org

- Manchester647-4470/1-800-322-1073
- Nashua889-3440/1-877-211-0723
- Peterborough924-2243

## Southwestern Community Services (Cheshire and Sullivan Counties) www.scshelps.org

- Keene352-7512/1-800-529-0005
- Claremont542-9528

### Strafford County Community Action www.straffcap.org

- Dover749-1334 Milton 652-9893
- Rochester332-3963 Farmington 755-9305

## Tri-County Community Action (Coos, Carroll and Grafton Counties) www.tccap.org

- Berlin752-3248 Littleton 444-6653
- Colebrook 237-8168 Plymouth 536-8222
- Lancaster788-4477 Woodsville 747-3013
- Lebanon448-4553
- CarrollCounty323-7400/1-888-842-3835

[1] PNE is neither responsible nor liable for any promises, assurances, guarantees or any other statements made by any aggregators, brokers or other independent representatives to induce Customer sign up. Customer should read the terms and conditions within the PNE Energy Supply Residential and Small Commercial Energy Services Term Sheet carefully. If Customer is unhappy with any terms or conditions, including price and length, they may rescind their contract within the PUC mandated rescission period.

#### Here is where to find your new supplier/rate after the switch to Resident Power is made:



Contact Information Emergency 1-900-652-7764 (anytime) Veb Site: www.psnh.com Email, psnhiped psnh.com Customer Service 1-600-652-7764 24 hours a day, 7 days a week

| John Smith se Salement date Mar 8, 2012                |
|--|
|  |
| Je Statement date Mar 8, 2012<br>Customer name key SMT |
| Account number: sessesesesese                          |
|  |
| \$102.67<br>-\$102.67                                  |
| \$7.00   |
| \$52.47<br>\$48.24<br>\$5.34<br>\$101.05               |
| \$101.06   |
| pr 3, 2012 to avoid a 1 00%                            |
| 9<br>B∉ngcyde 87                                       |
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| Next read date on or ebout. Apr 10, 2012               |
| 1836<br>• 1225   |
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(particular on next pere)

Please detech this stub and return it with your check made payable to PSHH. Please consider adding a \$1 for fleighbor Helping fleighbor to your payment.

Public Service of New Hampshire The Northeast Unitains System

Account Number

Statement date Mar 8, 2012

Total amount due \$101.05

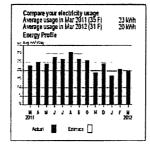
Amount Enclosed

The "Total arrount due" must be received by Apr 3, 2012 to avoid a 1,00 % late payment charge.

Anytown, NH 12345-6789

PSHH PO Box 638 Manchester, 164 03105-0638

Account number: seseseseseses



| PSNN Delivery Services Detail                         | RATE R RESIDENTIAL SVC                             |                    |
|---|--|--------------------|
| Customer Chrg   |  | \$11.54            |
| KWH Distribution Chrg                                 | 611.00KWH x \$0.037670                             | \$23.02            |
| Transmission Citry                                    | 611.00KWH x \$0.012930                             | \$7.90             |
| Straded Csi Recovery Chrg                             | 611.00KV4H x \$0.013080                            | \$7.99             |
| System Benefits Clarg                                 | 611.00KWH x \$0.003300                             | 52.02              |
| Sublotal  |  | \$52.47            |
|   |  |                    |
| Electricity Supply Delail                             | (New Supplier Harris Harri)                        |                    |
| Electricity Supply Detail<br>Generation Sivs Chirg*** | Place Supplier Name Here]<br>611.00KWH x 50.076950 | 548.24             |
|   |  | \$48.24<br>\$48.24 |
| Generation Sive Chirg*** Subtotal                     |  |                    |
| Generation Sive Chirg*** Subtotal                     | 611.00KVH x 50.076950                              |                    |

Explanation of your charges
The stranded cost recovery charge is composed of a rate reduction bond charge owned by
PSHH Funding LLC as filed with the HHPUC and a stranded cost recovery amount approved
by the HHPUC

For additional information about the above charges, please visit PSNH's web rate at www.psnh.com



#### Dear Resident Power Customer:

We are excited to offer you a competitive Resident Power FLEX rate for your residential account(s). Please find enclosed your new rate and supplier terms and conditions.

You will be happy to know that our electricity sources are not only **less expensive** than PSNH but they are also **much cleaner** as well. When you switch to Resident Power, you are not only saving money, you are also saving the environment! (We have attached the generation disclosure labels for (your new supplier PNE) as well as PSNH, have a look and compare for yourself.)

You have **5** business days to **Opt Out** of this or any offer we send you. Your **Opt Out Date** for the this notice is **10/XX/2012**. To Opt Out please call (603-232-9293) or send an e-mail to (marketing@residentpower.com) with **OPT OUT** in the Subject line before your 5 day Opt Out period expires.

No action is required if you agree with the rate and terms and you will be enrolled with your new supplier with the rate and terms indicated below.

#### Your New Rate: \$0.0XXX/kWh\*

\*This is a month to month rate and is subject to change based on market conditions, see supplier terms and conditions for details

Your Current PSNH Rate: \$0.0711/kWh

The NEW PSNH Rate as of January 1, 2013: \$.0897/kWh\*

\*according to PSNH rate request before NH PUC September, 2012.

Anticipated Yearly Savings: 10-15%

Your New Supplier: PNE Energy Supply, LLC

Term: FLEX Program - Month to Month (no long term commitment)

Contract Date: XX/XX/XX (term of contract to commence from next available meter read date, see below)

Month of Enrollment: Based on your supplier's timelines you will begin receiving your new rate within 1-2 billing cycles depending on your meter read date. You will know you have been switched to your new supplier when you see PNE Energy Supply LLC on your utility bill and the above rate under the Supplier Services area on your bill. Resident Power is not your supplier but your aggregator and negotiator and will continue to work with you at term's end.

Important Notice: Your utility will bill you on behalf of the supplier, maintain your lines and provide customer service with regards to billing or service questions. If you have any questions about your rate or terms please contact Resident Power directly via email at <a href="mailto:customercare@residentpower.com">customercare@residentpower.com</a> or call us at 603-232-9293. You do not need to contact the supplier. You are a customer of Resident Power and we will assist you with any questions you have with regards to rates, terms and renewal of your new Energy Supply Rate.

Please review the Supplier Terms and Conditions below in this email. We encourage you to print it out for your records and save this email as well. If you have any questions, please see our new online FAQ's in print and video at <a href="http://www.residentpower.com/faq.php">http://www.residentpower.com/faq.php</a> first then give us a call if you have further questions. We are here to serve you.

Sincerely,

The Resident Power Team



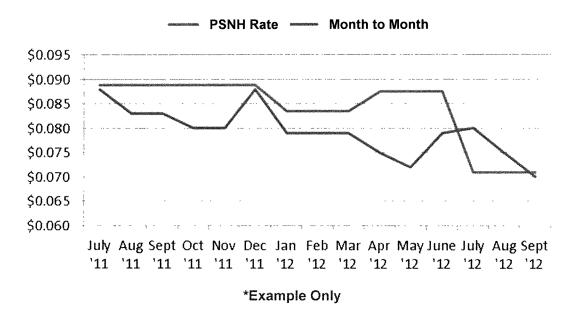


#### **PNE Terms and Conditions**

PNE Generation Portfolio and Disclosure Notice: http://gallery.mailchimp.com/9c791f3d8d1d32adb8c60c931/files/PNE\_Disclosure\_Label\_3\_19\_12.pdf The PSNH Disclosure can be found for comparison at http://www.psnh.com/disclosurelabel/.

### PNE MONTH to MONTH Residential Electricity Services Contract

### Month to Month vs. PSNH



Dear Customer,

Thank you for choosing PNE as your electric supplier for your Residential electricity account(s). Please find our service terms and conditions below. New Hampshire Residents are advised that you have three (3) business days from electronic receipt of these terms and conditions to rescind the offer. If you have received these terms and conditions via regular hard copy mail, you have five (5) business days from the date of post mark to rescind via hard copy mail.

This is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC ("PNE") PNE is a New Hampshire based Limited Liability Company, registered with the New Hampshire Public Utilities Commission ("PUC") for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PNE directly, or retained the services of a registered electricity aggregator who has signed with PNE on your behalf.[1]

#### **Terms and Conditions**

PNE offers the Customer a new electricity rate only. Customer's current local utility company will continue to charge customer for transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. In the event of a power outage, meter malfunction or any other customer service issue, not related to the cost of electricity. Customer is to immediately contact their local utility company (i.e. PSNH). See Local Utility Services section for more.

Rate: Your introductory electricity rate is \$0.0699 per kWh. Customer is guaranteed this rate for the first month of the rate program described below. This rate may increase or decrease over the course of your duration as a PNE Customer.

Contract Date: 10/22/12 (term of contract to commence from next available meter read date)

Rate Program: MONTH to MONTH Market Based. <u>This Rate can fluctuate monthly</u> based on market conditions. This rate is based on the anticipated monthly market rate for electricity in Customer's load zone (i.e. New Hampshire). Customer's monthly rate includes, but is not limited to: Capacity, Line Loss, Ancillary Fees, Supplier Fees, Taxes, ISO adjustments and Renewable Energy Credits as mandated by the State of New Hampshire as well as all other applicable energy related charges.

Late Payment Penalty: In order to provide Customer with the highest level of service and pricing, Supplier reserves the right to add a 3% rate adder to the monthly rate for any Customers that are past due on their payments by 30 days on more than one invoice in a 12 month period. This rate adder is in addition to any late charges that may be levied by Customer's host utility company (i.e. PSNH). Please provide prompt payment of your monthly invoices in order to avoid any such penalties.

Length of Contract: This contract shall commence on the Customer's next available meter read date and remain in effect for auto renewing 30 day periods, until such time as customer chooses to return to the utility, or switch to another supplier, or Customer is dropped from service by Supplier due to non-payment.

Termination: Customer is not bound to remain with Supplier for any duration other than the initial 30 day period, plus the "Notice Period". "Notice Period" is defined as 45 day written notice from Customer to Supplier alerting Supplier to Customer's desire to return to their host utility company (i.e. PSNH). The notice must be in writing to either the mailing or email address shown below. Please include "Month to Month Rate Termination" as well as your utility account number in the Subject Line and include your name and phone number in the letter/email.

Termination by Supplier for Non Payment and Fee: Supplier reserves the right to terminate service to Customer in the event of Non-payment. Any Customer that has a balance of 60 days past due or greater will be subject to immediate termination of service by Supplier and returned to the host utility company for service, at the sole discretion of Supplier. In the event that Supplier is forced to terminate service with Customer due to Non-Payment, Customer acknowledges that Supplier shall be allowed to assess a \$100 collections charge, in addition to any and all amounts owed by Customer for electricity service (energy charges only)

Please allow for one to two billing periods after enrollment or termination for your change in rate and supplier to take effect.

Customer Service: For customer service questions please call 603-413-6602 or email customercare@powernewengland.com.

Early Termination Fee: None

Local Utility Services: Your local utility (i.e. PSNH) will continue to deliver electricity to Customer's home or place of business, read Customer's meters, issue Customer's bill and make repairs should Customer have an outage or issue with service. Your local utility will also respond to emergencies and provide other traditional utility services. The electricity that Customer buys will be included in your traditional local utility monthly bill, unless billing service is unavailable from the local utility at which point Customer will receive a separate PNE bill

Billing: All Customers will continue to be billed by their local utility company (i.e. PSNH) on their regular monthly invoice. A new section on the monthly utility invoice will outline the PNE electricity supply charge, in the place of the utility default charge. Your local utility company works with PNE as a billing agent, so as to cause as little disruption and inconvenience to Customer's billing routine as possible. The contact information for the local utility company may be found on your most recent invoice, should you have a billing question or change. Please note, some utilities may not offer this billing service, in such case PNE shall invoice Customer on a separate billing statement.

#### **Billing Agent Information:**

PSNH P.O. Box330 Manchester, NH 03105 800-662-7764

Late Penalties, Charges and Fees: Customer's payments are due thirty (30) days from the date of invoice receipt. Late payments shall be assessed a late payment penalty of 1.5% per month. Customer payments that are sixty (60) days past due, will result in a termination of PNE service and the assessment of an Early Termination Fee. See Early Termination Fee section for more

**Do Not Call Registry:** Information regarding the Do Not Call Registry, including instructions for sign up, maybe found at <a href="https://www.donotcall.gov">www.donotcall.gov</a>

Customer Dispute Resolution: If Customer wishes to dispute any Electricity Charge, invoice, notice or service provided under these Terms and Conditions, Customer may call PNE and request the billing department at 603-413-6602. Please note that PNE has no control over charges levied by your local utility company, so please be sure to check your invoice first to confirm that item at issue is the electricity/energy charge. Otherwise, PNE recommends that you call your local utility company to resolve the issue.

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The New Hampshire Public Utilities Commission has posted a Consumer Division Hotline number for New Hampshire consumers to utilize should Customer have any questions regarding their rights or responsibilities. That number is 1-800-852-3793.

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Please Note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has three (3) business days from receipt to notify PNE of your desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has five (5) business days from post marked receipt to notify PNE of your desire to withdraw from this rate program.

Changes in Law and Regulations: If a new Law or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to, any Law or Regulation that results in increased costs to PNE that would not have occurred but for such change in Law or Regulation, PNE shall have the right to increase the charges for electricity supply to Customer to reflect a one-hundred percent pass-through to Customer of such increased costs. PNE shall reflect such increased costs on Customer's invoice.

Bill Payment Assistance: Below is a list of social service agencies and programs available to low income customers for bill payment assistance.

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- Concord225-6880
- Franklin934-3444
- Laconia524-5512
- Meredith 279-4096
- Suncook 485-7824
- Warner 456-2207

### Rockingham Community Action www.rcaction org

- Portsmouth436-3896/1-800-639-3896
- Salem898-8435

## Southern New Hampshire Services (Hillsborough County) www.snhs.org

- Manchester647-4470/1-800-322-1073
- Nashua889-3440/1-877-211-0723
- Peterborough924-2243

## Southwestern Community Services (Cheshire and Sullivan Counties) www.scshelps.org

- Keene352-7512/1-800-529-0005
- Claremont542-9528

## Strafford County Community Action www.straffcap.org

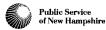
- Dover749-1334 Milton 652-9893
- Rochester332-3963 Farmington 755-9305

Tri-County Community Action (Coos, Carroll and Grafton Counties) <a href="https://www.tccap.org">www.tccap.org</a>

- Berlin752-3248 Littleton 444-6653
- Colebrook 237-8168 Plymouth 536-8222
- Lancaster788-4477 Woodsville 747-3013
- Lebanon448-4553
- CarrollCounty323-7400/1-888-842-3835

[1] PNE is neither responsible nor liable for any promises, assurances, guarantees or any other statements made by any aggregators, brokers or other independent representatives to induce Customer sign up. Customer should read the terms and conditions within the PNE Energy Supply Residential and Small Commercial Energy Services Term Sheet carefully. If Customer is unhappy with any terms or conditions, including price and length, they may rescind their contract within the PUC mandated rescission period.

#### Here is where to find your new supplier/rate after the switch to Resident Power is made:



Contact Information
Energency 1-800-962-7764 (anytime)
Web Site www pann com
Emai pantired@psin bonCustomer Service 1-800-662-7764
24 hours a day 7 days a week
Simplify your life
Use ebil and e-fay at www. panh com
Or Pay by Phone 1-888-739-7764

Due Date Apr 3, 2012 Total Amount Due \$101.05

John Smith Statement date Mar 8 2012 Customer name key SMIT Account number: sessessessess

PAGE 1 OF 3

\$101.05

Your account summary

| Previous balance on Feb 7   | \$102.67  |
|-----------------------------|-----------|
| Payment Feb 29              | -\$102 67 |
| Balance Forward             | \$0.00    |
| New Charges/Credits         |           |
| Delivery Services           | \$52 47   |
| Electricity Supply Services | \$48.24   |
| Electricity Consumption Tax | \$0.34    |
| Total new charges           | \$101.05  |

Total amount due The "Total amount due" must be received by Apr 3, 2012 to avoid a 1 00% late payment charge

Detail for Service at: 100 Main St, Anytown NH 99999-9999 Service reference 123456789

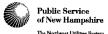
Billing cycle: 07

Your meter reading for meter # G123456789

For billing period Feb 7 - Mar 8 (30 days) Next read date on or about Apr 10 2012 Actual reading on Mar 8 , 2012 Actual reading on Feb 7 , 2012 1836 1225 Billed usage = 611

(continued on next page)

Please detach this stud and return it with your check made payable to PSNH. Please consider adding a \$1 for Neighbor Helping Neighbor to your payment



Account Number

Statement date Mar 8, 2012

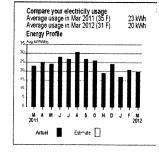
Total amount due \$101.05

Amount Enclosed

The "Total amount due" must be received by Apr 3, 2012 to avoid a 1 00 % late payment charge

John Smith 100 Main St Anytown, NH 12345-6789 PSNH PO Box 638 Manchester, NH 03105-0638

Account number: 565656565656



| PSNH Delivery Services Detail     | RATE R RESIDENTIAL SVC        |         |
|-----------------------------------|-------------------------------|---------|
| Customer Chrg                     |                               | \$11.54 |
| KWH Distribution Chrg             | 611 00KWH x \$0.037670        | \$23 02 |
| Transmission Chrg                 | 611.00KWH x \$0.012930        | \$7.90  |
| Strnded Cst Recovery Chrg         | 611.00KWH x \$0.013080        | \$7 99  |
| System Benefits Chrg              | 611.00KWH x \$0.003300        | \$2.02  |
| Subtotal                          |                               | \$52.47 |
| Electricity Supply Detail         | [New Supplier Name Here]      |         |
| Generation Srvc Chrg***           | 611.00KWH × \$0.078950        | \$48 24 |
| Subtotal                          | 1                             | \$48 24 |
| Taxes New S                       | Supply Rate -                 |         |
| Electricity Consumption Tax (calc | ulated by rate \$0.00055/kWh) | \$0 34  |
| Total Taxes                       |                               | \$0,34  |

Explanation of your charges

The stranded cost recovery charge is composed of a rate reduction bond charge owned by PSNH Funding LLC as filed with the NHPUC and a stranded cost recovery amount approved by the NHPUC

For additional information about the above charges, please visit PSNH's web site at

period, the Customer is free to switch electricity providers at no cost. Customers who leave PNE's service prior to the completion of their contract will be assessed an Early Termination Fee. For details see Early Termination Fee.

Term and Conditions: PNE offers the Customer a new electricity charge only. Customer's current local utility company will continue to charge customer for transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. In the event of a power outage, meter malfunction or any other customer service issue, not related to the cost of electricity, Customer is to immediately contact their local utility company (i.e. PSNH). See Local Utility Services section for more.

Customer Service: For customer service questions please call 603-413-6602 or email customercare@powernewengland.com.

Early Termination Fee: If Customer cancels their PNE service at any time prior to the natural expiration of their contract, PNE will assess them with a one time Early Termination Fee of \$100. If Customer does not pay their electricity charges for a period of 60 days from the time of invoice, PNE will automatically terminate Customer's account and place them back with the utility default service. In addition to invoicing Customer for any amount still owed at the time of termination, as well as any applicable late charges, PNE will assess Customer with the Early Termination Fee.

Local Utility Services: Your local utility (i.e. PSNH) will continue to deliver electricity to Customer's home or place of business, read Customer's meters, issue Customer's bill and make repairs should Customer have an outage or issue with service. Your local utility will also respond to emergencies and provide other traditional utility services. The electricity that Customer buys will be included in your traditional local utility monthly bill, unless billing service is unavailable from the local utility at which point Customer will receive a separate PNE bill.

Billing: All Customers will continue to be billed by their local utility company (i.e. PSNH) on their regular monthly invoice. A new section on the monthly utility invoice will outline the PNE electricity supply charge, in the place of the utility default charge. Your local utility company works with PNE as a billing agent, so as to cause as little disruption and inconvenience to Customer's billing routine as possible. The contact information for the local utility company may be found on your most recent invoice, should you have a billing question or change. Please note, some utilities may not offer this billing service, in such case PNE shall invoice Customer on a separate billing statement.

#### **Billing Agent Information:**

PSNH P.O. Box330 Manchester, NH 03105 800-662-7764

Late Penalties, Charges and Fees: Customer's payments are due thirty (30) days from the date of invoice receipt. Late payments shall be assessed a late payment penalty of 1.5% per month. Customer payments that are sixty (60) days past due, will result in a termination of PNE service and the assessment of an Early Termination Fee, See Early Termination Fee section for more.

**Do Not Call Registry:** Information regarding the Do Not Call Registry, including instructions for sign up, maybe found at <a href="www.donotcall.gov">www.donotcall.gov</a>

Customer Relocation: In the event that Customer relocates within the PNE service territory while under contract with PNE for electricity supply, Customer must contact PNE thirty (30) days prior to the relocation in order to begin account transfer and avoid Early Termination Fee. If Customer relocates while under contract with PNE and does not transfer their new account to PNE on the next scheduled meter read date, PNE may assess an Early Termination Fee. Customer that relocate out of state or out PNE service territory, will be assessed an Early Termination Fee, if such relocation takes place while Customer is under contract with PNE.

Customer Dispute Resolution: If Customer wishes to dispute any Electricity Charge, invoice, notice or service provided under these Terms and Conditions, Customer may call PNE and request the billing department at 603-413-6602. Please note that PNE has no control over charges levied by your local utility company, so please be sure to check your invoice first to confirm that item at issue is the electricity/energy charge. Otherwise, PNE recommends that you call your local utility company to resolve the issue.

#### **Public Utility Commission Notices:**

The New Hampshire Public Utilities Commission has posted a Consumer Division Hotline number for New Hampshire consumers to utilize should Customer have any questions regarding their rights or responsibilities. That number is 1-800-852-3793.

PNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's energy load.

Please Note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has three (3) business days from receipt to notify PNE of your desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has five (5) business days from post marked receipt to notify PNE of your desire to withdraw from this rate program.

Changes in Law and Regulations: If a new Law or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to, any Law or Regulation that results in increased costs to PNE that would not have occurred but for such change in Law or Regulation, PNE shall have the right to increase the charges for electricity supply to Customer to reflect a one-hundred percent pass-through to Customer of such increased costs. PNE shall reflect such increased costs on Customer's invoice.

**Bill Payment Assistance:** Below is a list of social service agencies and programs available to low income customers for bill payment assistance:

Community Action Program, Belknap/Merrimack Counties www.bm-cap.org

- Concord225-6880
- Franklin934-3444
- Laconia524-5512
- Meredith 279-4096
- Suncook 485-7824
- Warner 456-2207

Rockingham Community Action www.rcaction.org

- Portsmouth436-3896/1-800-639-3896
- Salem898-8435

## Southern New Hampshire Services (Hillsborough County) www.snhs.org

- Manchester647-4470/1-800-322-1073
- Nashua889-3440/1-877-211-0723
- Peterborough924-2243

## Southwestern Community Services (Cheshire and Sullivan Counties) www.scshelps.org

- Keene352-7512/1-800-529-0005
- Claremont542-9528

## Strafford County Community Action www.straffcap.org

- Dover749-1334 Milton 652-9893
- Rochester332-3963 Farmington 755-9305

## Tri-County Community Action (Coos, Carroll and Grafton Counties) <a href="https://www.tccap.org">www.tccap.org</a>

- Berlin752-3248 Littleton 444-6653
- Colebrook 237-8168 Plymouth 536-8222
- Lancaster788-4477 Woodsville 747-3013
- Lebanon448-4553
- CarrollCounty323-7400/1-888-842-3835

PNE is neither responsible nor liable for any promises, assurances, guarantees or any other statements made by any aggregators, brokers or other independent representatives to induce Customer sign up. Customer should read the terms and conditions within the PNE Energy Supply Residential and Small Commercial Energy Services Term Sheet carefully. If Customer is unhappy with any terms or conditions, including price and length, they may rescind their contract within the PUC mandated rescission period.

Here is where to find your new supplier/rate after the switch to Resident Power is made:



|   |                              | PROE 1 OF 3  |
|---|------------------------------|--|
|   |                              | John Smith   |
| Dus Dela<br>Apr 3, 2012   | Total Amount Due<br>\$101.05 | Statement date: Mar 8 , 2012<br>Customer name key: swift |
|   |                              | Acceust number: 583636565656                             |
| Your account summ   | SERV                         |  |
| Previous belance on Feb<br>Payment Feb 29   | •                            | \$102.67<br>\$102.67                                     |
| Balance Forward   |                              | \$0.00   |
| New Chargos/Credits Delivery Services Electricity Supply Serv Electricity Consumption Total new charges |                              | \$52.47<br>\$48.24<br>\$0.34<br>\$101.05                 |
| Total amount due  |                              | \$101.05   |
| The "Total amount due"<br>late payment charge.  | must be received by Apr      | r3, 2812 to evoid a 1.00%                                |
| Detail for Service at<br>100 Main St, Anyton<br>Service reference: 123-                                 | mn NH 99999-9999             | Billing cycle: 07  |
| Your meler reading for  | meter # G123456789           |  |
| For billing pariod: Feb 7   | - Mar 8 (30 days)            | Next read date on or about: Apr 10, 2012                 |
| Actual reading on Mar 8<br>Actual reading on Feb 7  |                              | 1836<br>- 1225   |
| Billed usace  |                              | =611   |

Please detach this stub and return it with your check made payable to PSNH. Please consider adding a \$1 for Neighbor Heighbor to your payment.



Mar 8, 2012

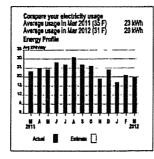
\$101.05

The "Total amount due" must be received by Apr 3, 2012 to world a £.00 % late payment charge.

John Smith 100 Main St Anytown, NH 12345-6789

PSNH PO Box 638 Manchester, NH 03105-0638

MOE 1 0F 1 Account number: Sessessessess



| PSIči Deživery Services Detail   | RATE R RESIDENTIAL SVC                              |         |
|--|---|---------|
| Customer Chry  |   | \$11.54 |
| KWH Distribution Chro  | 611.00KWH x \$0.037570                              | \$23.02 |
| Transmission Chry  | 511.00KYH x \$0.012930                              | \$7.90  |
| Simded Cat Recovery Chrg   | 611.00KWH x \$0.013080                              | \$7.99  |
| System Benefits Chrg   | 511.00KWH x \$0.003300                              | \$2.02  |
| Subtotal   |   | \$52,47 |
| OURIAM   |   | 446.71  |
| Electricity Supply Detail  | New Supplier Name Hern                              | \$4E-91 |
|  | [Power Supplier Marrie Here]<br>511.UUWH x \$0.0000 | \$48.24 |
| Electricity Supply Detail<br>Generation Sinc Chrys**                           |   | •       |
| Electricity Supply Detail<br>Generation Save Chry***<br>Subtotal               | 511.00KWH x \$0.0000                                | \$48.24 |
| Electricity Supply Detail<br>Generation Save Chargers<br>Subhotal New<br>Taxas | 511.00KWH x \$0.0000                                | \$48.24 |

\$0. Explanation of your charges The standed cost recovery charge is composed of a rate reduction bond charge owned by PSMF Funding LLC as filed with the NIPUC and a stranded cost recovery amount approved by the NIPUC.

For additional information about the above charges, please visit PSN/I's web site at www.psnh.com.