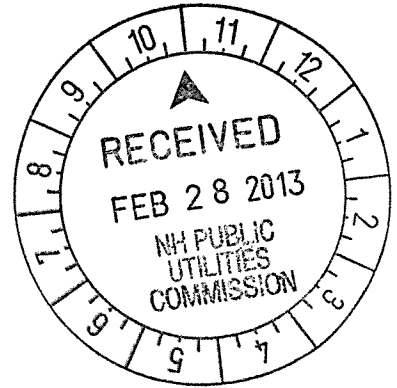


## APPLICATION FOR AGGREGATOR LICENSE

MBS Energy LLC  
264 South River Rd  
Suite 404  
Bedford, NH 03110

Debra Howland  
Executive Director  
New Hampshire Public Utilities Commission  
21 South Fruit St  
Suite 10  
Concord, NH 03301-2429



Application and cover letter for obtaining a license as an aggregator.

Dear Debra and other members,

MBS Energy LLC would like to announce their application to acquire a license to aggregate in the State of New Hampshire. We appreciate this opportunity and look forward to the review of the Commission.

Within the body of the application you will find a breakdown for the review of the PUC Administrative Rules, a brief description of application, the PUC 2006.02 required question sheet, and some examples of marketing material we intend to use for New Hampshire. As we go through the process of the application, I look forward to any input and critique that may be available on the applicability of the materials or any information that may need further explanation.

MBS Energy is owned by Mr. Christopher Lee Blanes, MSA, DL, CEO of MBS Energy, with 4 years of national experience as a senior executive in the energy industry. He carries a Master's of Science in Administration, is a current Doctorate Learner of Organizational Leadership and Business Management, and is a participating alumni in the University of Phoenix School for Advanced Studies.

MBS Energy participates as a networking operation, and use only passive solicitation sales programs. We work through business networks to educate and provide information about the current energy industry practices and the benefits of our products. Often working solely by word of mouth.

As well, we hope to bring a medium sized company to fruition here in New Hampshire. One that covers neighboring states for operations and brings 20-30 static jobs for New Hampshire residents, and more possibly with the expansion of other markets as more states deregulate.

Once again thanks for this opportunity. We hope to serve New Hampshire with the best business practices and look forward to your review. We also have only one special request, if possible, please expedite our application process to help us meet the deadlines with our affiliates.

Sincerely

Christopher Lee Blanes MSA, DL  
CEO  
MBS Energy

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**Purpose:** The purpose of MBS Energy LLC is to operate as an aggregator for commercial customers, to arrange or facilitate the purchase of electricity by a customer.

**Company Mission Statement:** MBS Energy, our mission is to develop, build and maintain solid long-term relationships with not only our current clients, but future clients as well.

Our objective is to listen to each client carefully, understand what is important to them, and with this information and the experience of our consultants; meet each client's objectives using research, knowledge, and experience.

At MBS Energy, we believe in a strong foundation with roots of integrity, honesty, and having nothing but the best intentions to build, manage, and preserve our client's wealth.

**Adherence and applications to relevant PUC rules: New Hampshire Code of Administrative Rules**

Puc 2001.02: Reviewed & Applies

Puc 2002.02 (a): Reviewed & Applies

Puc 2002.06: Reviewed & Applies

Puc 2002.07: Reviewed & Applies

Puc 2002.08: Reviewed & Applies

Puc 2003.03 (a)(5) & (c): Reviewed & Applies

Puc 2003.04 (a): Reviewed & Applies – MBS Energy is hereby providing written notice to provide aggregation services to commercial customers in the State of New Hampshire.

Puc 2003.04 (b): Adherence - MBS Energy has not enrolled any customers, make a legally binding offer to any non-residential customers or market to residential customers in writing, in person, or by telecommunications.

Puc 2003.04 (c): Reviewed & Applies – Pursuant to PUC 203.03, 2 copies of the notice and application are provided along with an electronic copy of the same.

Puc 2003.04 (d): Reviewed & Applies – a money order for the registration fee of \$250.00 is provided with the application submission.,

Puc 2004: Reviewed & Applies

Puc 2004.02 (2): Reviewed & Applies – MBS Energy provides fixed products only.

Puc 2004.02 (3): Reviewed & Applies – MBS Energy uses CEP approved pricing matrices for fixed rates.

Puc 2004.02 (4): Reviewed & Applies

Puc 2004.02 (5): Reviewed & Applies

Puc 2004.02 (6): Reviewed & Applies - Previously approved pricing addendum with requirements from PUC 2004.02(6) included with application.

Puc 2004.02 (7): Does not apply, commercial accounts only.

Puc 2004.02 (8), (9), (10), (11), (12), (13), (14), (15), (16), (18): Reviewed & Applies – Previously approved terms of service (TOS) provided by CEP Service Agreement, in full compliance with PUC 2004.02(8) and included with application.

Puc 2004.02 (17): Reviewed & Applies – MBS Energy will hold any and all information received from customers or potential customers, as confidential, and not to be released accept by the signature of an LOA (Letter of Authorization) performed by an authorized representative of the utility account, in accordance with each utility's policies; or expression of statement to do so, performed by the customer.

Puc 2004.03: Does not apply – MBS Energy is engaged in networking operations only, as does not use telephone solicitation procedures to prospect customers.

Puc 2004.04: Reviewed & Applies

Puc 2004.08: Reviewed & Applies

Puc 2004.09: Reviewed & Applies

Puc 2004.10: Reviewed & Applies

**Puc 2006.02 Form for Initial and Renewal Registration of Aggregators**

(a) The registration application required by Puc 2003.04(a) and Puc 2003.05(b) shall include the following:

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state;

Legal Name: **MBS Energy LLC**

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

Address: **264 South River Rd  
Suite 404  
Bedford, NH 03110**  
Phone: **603-341-0261**  
E-mail: **cblanes@mbsenergy.com**

(3) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual or of the applicant's principal(s), if the applicant is anything other than an individual;

Name: **Christopher Lee Blanes MSA, DL**  
Title: **CEO**  
Address: **264 South River Rd  
Suite 404  
Bedford, NH 03110**  
Phone: **603-341-0261**  
E-mail: **cblanes@mbsenergy.com**

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

Customer service provided by applicant – will notify the NH PUC within 30 days of changes.

Name: **Christopher Lee Blanes MSA, DL**  
Title: **CEO**  
Phone: **603-341-0261**  
E-mail: **actmgr@mbsenergy.com**

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

Status: Copy of Business Certificate for NH provided in body of application and in electronic file format.

(6) Description of the geographic areas of New Hampshire in which the applicant intends to provide service, consistent with Puc 2006.01(a)(10) above;

Service areas: **Public Service of New Hampshire**  
**Liberty/Granite State/National Grid**  
**New Hampshire Electric Coop**  
**Unitil**

(7) A statement that the applicant is not representing any supplier interest or a listing of any supplier interest the applicant intends to represent;

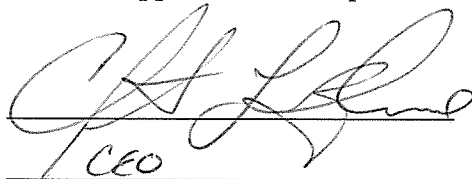
Statement: MBS Energy is not representing any supplier interest but has the appropriate ICA agreements to provide service for customers, through a CEP (Copy of ICA provided).

(8) Except as provided in 2003.04(e), payment of the required filing fee;

Payment: Please find the money order contained in the submission.

(9) The signature of the applicant or its representative.

Signature:



Title:

CEO

Date:

2-27-2013

## **New Business Certificate**

Completed on 02-26-2013

### **Your Summary**

#### **- Who will be the Primary Contact?**

First Name:	Christopher
Last Name:	Blanes
Business Address:	264 S River Rd
City:	Bedford
State:	New Hampshire
Zip Code:	03110

#### **- Select the state for filing**

State:	New Hampshire
--------	---------------

#### **- Select your entity type**

Business Entity:	LLC
------------------	-----

#### **- Company Name**

Enter your company or organization name:	MBS Energy
Company designator	LLC

#### **- Company Description**

Brief description of your business:	Aggregator
-------------------------------------	------------

#### **- Is the Primary Contact a Member of the LLC?**

Is the Primary Contact a Member of the LLC?	YES
---	-----

#### **- Are there additional members of your LLC you would like to identify?**

Are there additional members of your LLC you would like to identify?	NO
--	----

#### **- Who will serve as your Registered Agent?**

Registered agent selection:	PRIMARY_CONTACT
-----------------------------	-----------------

#### **- Would you like us to apply for a federal tax identification number?**

Tax ID Selection:	MYSELF
-------------------	--------

#### **- The Corporate Kit & Seal completes your business formation:**

Corporate kit selection:	Corporate Kit & Seal
--------------------------	----------------------



## Letter of Authorization

This LOA allows MBS Energy LLC to obtain pertinent and confidential account information. This information is used to provide history, load profile, and pricing. THIS IS NOT AN AGREEMENT, and there is no obligation for service.

MBS Energy LLC  
264 South River Rd #404  
Bedford, NH 03110

Office: 603-341-0261  
Fax: 727-362-4790  
E-mail: [acctmgr@mbsenergy.com](mailto:acctmgr@mbsenergy.com)

### STEP 1: UTILITY

☐ PSNH      ☐ NHEC      ☐ Unitil      ☐ Liberty

### STEP 2: ACCOUNT NUMBER

Account Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

\* Mark if applicable

☐ Provided additional account numbers on a separate list.

### STEP 3: SIGNATURE

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Print Name (authorized person)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Electricity & Natural Gas Consulting

## Electricity Products

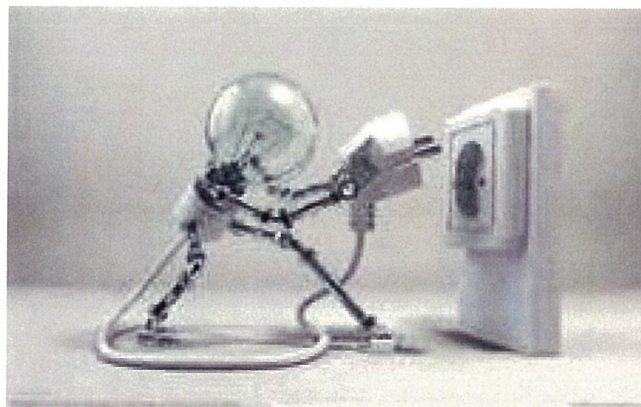
Fixed (All-inclusive)  
Green  
Energy Blocks  
LRG COMM  
\*Ride the Lightning

## Natural Gas Products

Fixed Heating Loads  
Fixed Operational Loads  
Conversion Operation  
(Unavailable in NH)

## Aggregation

Associations  
Clubs  
Consortiums  
Professional Groups and  
more...



MBS Energy is the nation's best secret to managing your company's energy needs. We will work with all of the country's major energy suppliers to bring you the most honest and up-to-date information on managing and reducing your energy costs. We offer this service (rate analysis) free to all our customers and with absolutely no obligation. Your business will be earned when we do our job right!

Come see the difference in a company that wants your business, call your local agent back for more information. We will be happy to hear from you.

MBS Energy, our **mission** is to develop, build, and maintain solid long-term relationships with not only our current clients, but future clients as well.

Our **objective** is to listen to each client carefully, understand what is important to them, and with this information and the experience of our consultants; meet each client's objectives using research, knowledge, and experience.

At MBS Energy, we **believe** in a strong foundation with roots of integrity, honesty, and having nothing but the best intentions to build, manage, and preserve our client's wealth.



### Electricity Products

Fixed (All-inclusive)  
Green  
Energy Blocks  
LRG COMM  
\*Ride the Lightning

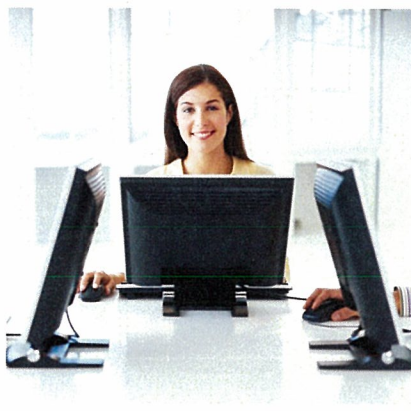
### Natural Gas Products

Fixed Heating Loads  
Fixed Operational Loads  
Conversion Operation  
(Unavailable in NH)

### Aggregation

Associations  
Clubs  
Consortiums  
Professional Groups and  
more...

## Service and Enrollment



We make it *easy and simple* to get started:

#### **Step 1: Give us a call.**

We will provide you a dedicated consultant that will be responsible for answering all your questions and taking care of your needs.

#### **Step 2: Send account information.**

Although most of the information we need comes electronically from your providers, each state requires an authorized bill or letter of authorization (LOA) to request it.

#### **Step 3: Be patient.**

We will find the best options, research, and prices to manage your energy costs *guaranteed*; or there is never an obligation.

## Other Benefits:

- MBS Energy works with all major suppliers and we are not beholden to any energy provider; which means you get unbiased credible consulting services, to make an independent decision.
- MBS Energy will work with suppliers, state regulatory bodies, utilities, and local municipal institutions to make the processes seamless and easy.
- MBS Energy will also provide you the most up-to-date market information that directly influences the futures market and your bottom line.

#### AFFILIATE SERVICES

Fixed Pricing  
Annual bill auditing  
Financial Consulting  
Channel Partner  
'Give Back' program  
Energy Investments

**Christopher Lee Blanes MSA, DL  
CEO**

MBS Energy  
**603-341-0261**

Contact info:  
[acctmgr@mbsenergy.com](mailto:acctmgr@mbsenergy.com)



Dear Customer,

Thank you for your recent business with MBS Energy. We are proud to provide you with a convenient way to shop for your electric service. I hope that our knowledge and experience will continue to provide you with the best service.

MBS Energy LLC  
264 South River Rd #404  
Bedford, NH 03110

Office: 603-341-0261  
Fax: 727-362-4790  
E-mail: [acctmgr@mbsenergy.com](mailto:acctmgr@mbsenergy.com)

**MBS Energy Disclosure Statement:**

MBS Energy LLC  
264 South River Rd Suite 404  
Bedford, NH 03110  
603-341-0261  
Customer Service E-mail: [acctmgr@mbsenergy.com](mailto:acctmgr@mbsenergy.com)

Your **new electric service provider** is **NextEra Energy Services**, and will appear on the supply portion of your utility bill within 2 billing cycles. Please feel free to call MBS Energy for billing questions on your electric supply.

You still have the same utility. For questions concerning your utility service; billing, meter reading, shut offs, and other - please refer to the customer service number on your bill.

You also have the right to contact your state commission's consumer affairs division concerning any questions about your rights and responsibilities. We always encourage staying informed of your protections.

**New Hampshire Public Utilities Commission  
Consumer Affairs Division  
1-800-852-3793 (within NH only)  
603-271-2431**

**Notice of Confidentiality:** All information provided by the customer is considered confidential and private. MBS Energy does not for any reason send or sell confidential information; except when appropriate during the course of our services, such as pricing, building a load profile, billing history, and securing an agreement with a CEP.

For information concerning this document or questions about your service, please call or e-mail us. Once again, thanks for your business!

Sincerely,

Christopher Lee Blanes MSA, DL





**BUSINESS ELECTRICITY AUTHORIZATION  
NEW HAMPSHIRE SMALL COMMERCIAL SALES  
(Less than 100 kW of Demand)**

<b><u>SERVICE INFORMATION</u></b>		
Service Type: <input type="checkbox"/> Switching Service Provider <input type="checkbox"/> Renewal		
Business Name ("Customer"):		<i>See Attached Addendum A For Multiple Account Nos., and Service and Billing Addresses</i>
Contact Name:	Primary Phone:	Fax:
Tax ID#:	Secondary Phone:	Email:
Duns #:	Prior Electricity Supplier:	
<b>Tax Exemption:</b> If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.		

**Initial Term of service:** \_\_\_\_\_ Months

**Start Month/Year:** \_\_\_\_\_ / \_\_\_\_\_

**Agreement:** This Business Electricity Authorization and all addenda attached hereto (the "BEA"), together with the Electric Supply Terms of Service ("TOS") attached hereto as Exhibit A and incorporated herein by reference will form the Electricity Sales Agreement (the "Agreement") between NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA.

**Term:** This Agreement shall become effective when the BEA is signed by both Parties (the "Effective Date") and shall continue for the Initial Term (as defined in the TOS). After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement, as provided in the TOS, and the LDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the LDU's generation service.

**Termination:** If Customer terminates this Agreement before the end of the Initial Term, Customer will be assessed the Early Termination Fee.

**Rescission:** Customer has the right to rescind this BEA within three business days from the date on which the Agreement is delivered to Customer personally or through electronic means and within five business days from the date on which the Agreement is postmarked for delivery to Customer though the mail, whichever is applicable.

ECALLNHBEA031111

**Price:** The unit price for electric service provided to Customer by NextEra Energy Services during the Initial Term (the "Price") is set forth in Addendum B. The total monthly charge for electric service (the "NextEra Energy Services Electricity Charge") is the sum of (i) the product of Customer's total metered Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes. The NextEra Energy Services Electricity Charge does not include Delivery Charges.

**Billing and Payment:** Customer will be billed monthly for the NextEra Energy Services Electricity Charge. If Customer's bill is not paid when due, Customer will be charged the Late Fee and other charges, as provided in the TOS.

**Switching Fee:** NextEra Energy Services does not charge a fee to switch to its service.

**Authorization and Acknowledgement:** Customer hereby acknowledges that it is changing its electricity supplier from that set forth above to NextEra Energy Services and hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its electricity supplier and to act as its limited agent to perform the necessary tasks to establish electricity service with NextEra Energy Services. By signing this BEA (facsimile signature accepted as if it were an original), Customer hereby agrees, as of the Effective Date, that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. **This Agreement is not valid or binding unless and until signed by both Parties.**

Customer - Authorized Signature:	NextEra Energy Services New Hampshire, LLC:
Customer Name: _____	By: _____
By: _____	Name: _____
Name: _____	Title: _____
Title: _____	Effective Date: _____
Date: _____	Sales Representative/Code: _____

ECALLNHBEA031111



BUSINESS ELECTRICITY AUTHORIZATION  
NEW HAMPSHIRE COMMERCIAL/INDUSTRIAL SALES

Addendum A

**CUSTOMER NAME:** \_\_\_\_\_

**ACCOUNTS INCLUDED IN AGREEMENT:**

EDC Account No	Service Address City, State and Zip	Billing Address City, State and Zip	New Account on Renewal

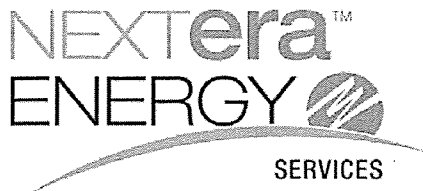
**NOTICE TO CUSTOMER:** Notwithstanding any provision in the Agreement to the contrary, the following shall apply: It is possible that, for various reasons, the LDU will not enroll some or all the Accounts listed above and the LDU will so advise NextEra Energy (such unenrolled Accounts being referred to as "UE Accounts"). In such case, NextEra Energy will provide written notice to Customer of Customer's UE Accounts. All UE Accounts shall be automatically **deleted** from this Addendum A without an amendment hereto (i.e., an amendment signed by both Parties) and NextEra Energy shall not be required to serve such UE Accounts.

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_

NextEra Energy Services Initials: \_\_\_\_\_

Date: \_\_\_\_\_



**BUSINESS ELECTRICITY AUTHORIZATION  
NEW HAMPSHIRE COMMERCIAL SALES  
Fixed Price Product**

Addendum B

**CUSTOMER NAME:** \_\_\_\_\_

**PRICING DETAILS:**

Price:

- \$\_\_\_\_\_ per kWh, which includes Customer's costs and charges for the energy components checked in the table below as "Included in the Price".
- The Price is fixed for the duration of the Initial Term.
- The Price excludes Taxes and any "Pass-Through Charges Excluded from Price" checked in the table below, which charges may vary.

<b>Component (NEPOOL)</b>	<b>Included in Price</b>	<b>Pass-Through Charges Excluded From Price</b>
Energy Congestion and ISO Losses	X	
Transmission and Distribution Losses	X	
Renewable Energy Credits for State RPS Requirements, if any	X	
Ancillary Services (excluding RMR)	X	
Reliability Must Run (RMR)	X	
Capacity	X	

Monthly Base Charge: \$0.00 per Account per month.

Accepted and Agreed:

Customer – Authorized Signature:	NextEra Energy Services New Hampshire, LLC
Customer Business Name: _____	Signature: _____
Signature: _____	Printed Name: _____
Printed Name: _____	Title: _____
Title: _____	Effective Date: _____
Date: _____	Sales Representative: _____

## Exhibit A

### **NEXTERA ENERGY SERVICES NEW HAMPSHIRE, LLC ELECTRIC SUPPLY TERMS OF SERVICE (SMALL COMMERCIAL SALES- Less than 100 kW of Demand)**

THE FOLLOWING ARE THE ELECTRIC SUPPLY TERMS OF SERVICE ("TOS"), which are a part of the Electricity Sales Agreement by and between NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") and Customer.

#### **1. DEFINITIONS:**

"Account(s)" means the Customer Account(s) identified in the Business Electricity Authorization.

"Agreement" means the Electricity Sales Agreement between NextEra Energy Services and Customer, which is comprised of the Business Electricity Authorization and these TOS, including all exhibits and Addenda.

"Average Monthly Bill" means the sum of (i) the product of the average monthly Energy Usage by Customer (or if an average cannot be computed due to limited service by NextEra Energy Services or other circumstances, such average monthly usage as is reasonably determined by NextEra Energy Services) and the Price or Holdover Price, whichever is applicable, and (ii) the Monthly Base Charge.

"Billing Cycle" means, for each Account(s), the period between successive monthly meter read dates during the term of this Agreement.

"Business Electricity Authorization" or "BEA" means the Business Electricity Authorization signed by the Parties, including any related Addenda, and attached hereto.

"Capacity" means any cost imposed upon NextEra Energy Services by ISO-NE to serve the capacity obligation of Customer's load, including, but not limited to, costs associated with installed capacity ("ICAP"), the locational forward reserve market, the forward capacity market, reliability-must-run contracts and their respective successor costs.

"Change in Law" means a change in law, regulation, rule, ordinance, order or decree by a governmental authority or ISO-NE, including, without limitation, LDU tariffs and ISO-NE tariffs, market rules, operating protocols, nodal definitions and zonal definitions. A "change", as used above, includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction or interpretation.

"Congestion Costs" means locational marginal price differentials, uplift costs and their respective successor costs.

"Delivery Charges" means those charges payable by Customer to the LDU for transmission and distribution services provided by the LDU, ISO-NE or other third parties and for the systems benefit charge, charges associated with the restructuring of the electric markets and other similar charges assessed by the LDU under applicable law.

"Delivery Point" means the point of interconnection between a third-party transmission or delivery system and the LDU transmission or delivery system.

"Early Termination Fee" means (i) for termination of the entire Agreement, two (2) Average Monthly Bills for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, two (2) Average Monthly Bills for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"Effective Date" is defined in the BEA.



"Energy Usage" means Customer's total metered energy usage for the Account(s) subject to this Agreement measured in kilowatt hours ("kWh") for the applicable period.

"NextEra Energy Services Electricity Charge" means the sum of (i) the product of Customer's monthly Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes.

"Holdover Period" means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

**"Holdover Price" means the price for electricity delivered during the Holdover Period, as set forth on NextEra Energy Services' website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com) under "legal notices and terms."**

"Initial Term" means the period commencing on the Effective Date and continuing for the respective LDU Account Number(s) until expiration, from and after the Service Commencement Date, of the number of months specified for the Initial Term of service in the BEA.

"Insufficient Notice Fee" means (i) for termination of the entire Agreement, one-half (1/2) of the Average Monthly Bill for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, one-half (1/2) of the Average Monthly Bill for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"ISO-NE" means the New England Independent System Operator or any successor thereto.

"Late Fee" means a fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on invoices for the NextEra Energy Services Electricity Charge that are not paid when due.

"Local Distribution Utility" or "LDU" means a public utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the Account(s) pertain.

**"Monthly Base Charge" means (i) for the Initial Term, a fixed monthly charge per LDU Account Number, if any, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per LDU Account Number, as set forth on NextEra Energy Services's website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com) under "legal notices and terms."**

"Party" means either NextEra Energy Services or Customer, and "Parties" means both NextEra Energy Services and Customer.

"Pass-Through Charges" means the electric supply costs listed in the BEA that are excluded from the Price and passed through directly to Customer by NextEra Energy Services. Pass-Through Charges do not include Delivery Charges.

"Price" means the unit price for electric service offered to Customer by NextEra Energy Services during the Initial Term, as set forth in the BEA.

"Retail Adder" means the component of the Price that is set forth in the BEA.

"Service Commencement Date" means the first meter reading date in or after the Start Month on which the LDU successfully switches Customer's respective LDU Account Number(s) to NextEra Energy Services.

"Start Month" is the calendar month as specified in the BEA; provided, however, that if the Start Month is not specified as a month subsequent to the month during which the Effective Date occurs, then "Start Month" means the month during which the Effective Date occurs.

"Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

**2. SERVICES.** During the Initial Term and any Holdover Period, NextEra Energy Services shall provide Customer's full electricity requirements for the Account(s) specified in this Agreement, and Customer shall obtain its full electricity requirements for such Account(s) exclusively from NextEra Energy Services on the terms and conditions specified in this Agreement.

**3. ENERGY CONSUMPTION INFORMATION.** At NextEra Energy Services's request, Customer will provide an authorization which grants NextEra Energy Services the authority to obtain Customer's current and historical electricity cost and usage data from the LDU, Customer's payment and credit history and other information specified in the authorization. Customer hereby agrees, upon request, to provide NextEra Energy Services with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as NextEra Energy Services may reasonably require to provide electric service pursuant to this Agreement. Customer agrees to notify NextEra Energy Services in writing whenever it believes that its usage will depart materially from its historical usage and shall provide good faith estimates of such departures.

**4. ENROLLMENT.** Upon execution of this Agreement, NextEra Energy Services shall use commercially reasonable efforts to promptly enroll Customer's Account(s) with the LDU in accordance with the intended Service Commencement Date, and Customer agrees to take steps to cooperate with NextEra Energy Services's efforts to perform such enrollment. NextEra Energy Services shall not be held liable to Customer for delay or failure in enrolling Customer's Account(s) if such delay or failure was due to any cause beyond NextEra Energy Services's control.

**5. TERM OF AGREEMENT.** This Agreement shall become effective on the Effective Date with service commencing for each respective Account(s) on the Service Commencement Date and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement upon at least thirty (30) days written notice, in which event such termination shall be effective after the noticed termination date on the date on which the LDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the LDU's generation service.

**6. PRICING.** The Price during the Initial Term is set forth in the BEA and is hereby incorporated herein by reference. Upon expiration of the Initial Term and absent written agreement by the Parties to new pricing terms, the price for delivered electricity shall be the Holdover Price. The Holdover Price may change without prior written notice to Customer at the sole discretion of NextEra Energy Services until either Party terminates the Agreement pursuant to the "Term of Agreement" Section of this Terms of Service. The total charge for service provided hereunder is the NextEra Energy Services Electricity Charge (as defined herein). The NextEra Energy Services Electricity Charge does not include Delivery Charges.

**7. BILLING AND FEES.** Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for services provided hereunder through one of the following billing options, as permitted by law, at NextEra Energy Services's discretion: (i) Customer will receive one invoice from the LDU that includes the NextEra Energy Services Electricity Charge and the Delivery Charges and applicable Taxes, (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the LDU for the Delivery Charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer will make payments directly to the LDU pursuant to the applicable LDU tariff. Under the Dual Billing Option, payments are due to NextEra Energy Services within sixteen (16) days from the date of the invoice. If, under the Consolidated Billing Option or Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge made by Customer to NextEra Energy Services or to the LDU is late under the applicable payment terms, Customer may be assessed the Late Fee and its delinquent balances may be reported to a credit agency. Further, in addition to any other rights of NextEra Energy Services hereunder, if, during the Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge is late under the applicable payment terms, then NextEra Energy Services shall have the right, without prior notice to the customer, to convert all billing hereunder to the Consolidated Billing Option and convert the Price as necessary, on a commercially reasonable basis, to a unit price sufficient to enable such Consolidated Billing. NextEra Energy Services may assess a twenty five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card. If the LDU fails to timely obtain or transmit a meter reading, NextEra Energy Services reserves the right to issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Cycle. NextEra Energy Services will include or cause to be included in any subsequent bill from NextEra Energy Services, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. In the event that Customer disputes a bill for the NextEra Energy Services Electricity Charge, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of NextEra Energy Services, the Late Fee will be applied to such unpaid amounts.

**8. DISPUTES OR COMPLAINTS.** Customer should contact NextEra Energy Services at 866-960-4392 (toll free) with any questions or complaints regarding its generation service or bills for the NextEra Energy Services Electricity Charge. In the event that the NextEra Energy Services customer service representative cannot resolve Customer's complaint in a timely and satisfactory fashion, Customer may request a review by a NextEra Energy Services customer service manager. Customer may also contact the Consumer Affairs Division of the New Hampshire Public Utilities Commission at 800-852-3793 to obtain information about its consumer protection rights. Customer should contact its LDU directly in the event of a power outage or if Customer has questions regarding the Delivery Charges on its bill.

**9. CREDIT AND DEPOSIT REQUIREMENTS.** NextEra Energy Services reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet NextEra Energy Services's credit standards. If NextEra Energy Services determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, NextEra Energy Services has the right to require Customer to make alternate payment or credit arrangements to ensure prompt payment of amounts owed or otherwise payable under this Agreement including, without limitation, the posting of an initial or subsequent security deposit, or an increase in the amount of the deposit. In addition, if Customer's Energy Usage increases during the term of this Agreement, NextEra Energy Services may require a security deposit or an increase in the amount of an existing security deposit. The posting or amount of any security deposit hereunder shall be subject to any limitations imposed by applicable law. A security deposit in the form of cash that is held for more than six months from the date of deposit shall earn simple interest thereon at the rate payable on two-year, United States Treasury notes. A security deposit shall be refunded by means of a credit to Customer's bill once Customer has made twenty-four (24) consecutive payments without assessment of any Late Fees. Upon termination of service, NextEra Energy Services will apply any security deposit plus accrued and unpaid interest thereon toward any outstanding balance on Customer's final bill and will refund any remaining security deposit.

**10. TERMINATION OF AGREEMENT BY CUSTOMER.** Customer has the right to switch to another electricity supplier at any time during the term of this Agreement; provided, however, that if Customer terminates this Agreement, in whole or as relating to any single Account(s), before the end of the Initial Term, Customer shall pay NextEra Energy Services the Early Termination Fee. In addition, if Customer terminates this Agreement with less than thirty (30) days advance written notice, Customer shall be assessed the Insufficient Notice Fee. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

**11. TERMINATION OF AGREEMENT BY NEXTERA ENERGY SERVICES.** NextEra Energy Services reserves the right to terminate this Agreement if Customer (i) fails to make timely payment of all amounts due NextEra Energy Services; or (ii) fails to post a security deposit under the provisions of the Credit and Deposit Requirements Section herein within ten (10) days of a request for deposit; or (iii) breaches any warranty or representation to NextEra Energy Services; or (iv) defaults on any material obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement. In the event service is terminated in accordance with this Section, Customer shall pay the Early Termination Fee. NextEra Energy Services will notify Customer of its intent to terminate service at least ten (10) business days prior to the effective date of termination and, unless another competitive electricity supplier is chosen by Customer, Customer's electricity will be provided by the LDU under its applicable generation service tariff. Customer's electric service will not be physically disconnected upon termination of this Agreement by NextEra Energy Services pursuant to the provisions of this section.

**12. TITLE, RISK OF LOSS AND INDEMNIFICATION.** Title and risk of loss to the electricity sold hereunder shall pass from NextEra Energy Services when it is delivered to the Delivery Point for each Account(s). Customer shall indemnify and defend NextEra Energy Services from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the LDU delivers the electricity to Customer's facilities to which the Account(s) pertain.

**13. FORCE MAJEURE.** In the event that either Party's performance of its obligations under this Agreement is interrupted or delayed by any occurrence not caused by either Party, whether such occurrence is an act of God or public enemy, or whether such occurrence is caused by storm, earthquake, or other natural forces, or by war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, then the Party affected by such occurrence shall be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to remedy the effects of that occurrence.

**14. CHANGE IN LAW.** In the event that there is a Change in Law and such Change in Law results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be assessed to Customer in NextEra Energy Services's monthly bills as an additional Pass-Through Charge.

**15. REPRESENTATIONS AND WARRANTIES.** Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to NextEra Energy Services that it has full power and authority over the provision of electricity to the facilities to which the Account(s) pertain.

**16. DISCLAIMER OF WARRANTY.** NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**17. LIMITATION OF LIABILITY.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

**18. FORWARD CONTRACT.** The Parties agree that this Agreement is a "forward contract" and that NextEra Energy Services is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.

**19. ATTORNEY'S FEES.** If Customer fails to timely pay amounts due under this Agreement and NextEra Energy Services refers Customer's outstanding balance to an attorney or collection agent for collection, or if NextEra Energy Services files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay NextEra Energy Services its reasonable fees and expenses (including reasonable attorney's fees) incurred by NextEra Energy Services in connection therewith.

**20. DO NOT CALL LIST.** The New Hampshire Public Utilities Commission requires electricity suppliers to notify their residential and small commercial customers that they can be placed on a Do Not Call list by registering with the Federal Trade Commission at [www.donotcall.gov](http://www.donotcall.gov), or by telephone at 866-382-1222.

**21. AMENDMENT.** This Agreement may not be amended except by a written amendment signed by both Customer and NextEra Energy Services.

**22. SEVERABILITY.** If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.

**23. HEADINGS.** Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.

**24. ASSIGNMENT.** NextEra Energy Services may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of NextEra Energy Services, which consent shall not be unreasonably withheld. NextEra Energy Services may deny such assignment based on the creditworthiness of the assignee.

**25. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

**26. WAIVER.** No waiver by any Party hereto of any one or more defaults, by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

**27. GOVERNING LAW OR VENUE.** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of New Hampshire. Each party hereby designates the New Hampshire state courts of competent jurisdiction or the United States District Court for the District of New Hampshire as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in Concord, New Hampshire.

**28. CONFIDENTIALITY.** Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders or members as may be reasonable necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. NextEra Energy Services will not release any Customer confidential information without obtaining prior written authorization of the Customer unless required by law.

**29. LIMITED AGENT.** NextEra Energy Services's responsibility as Customer's limited agent is limited to the tasks authorized for NextEra Energy Services to provide the services under this Agreement and does not result in imposition on NextEra Energy Services, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

**30. ENTIRE AGREEMENT.** This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

**31. NOTICES.** Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by prepaid registered mail, courier service or facsimile. NextEra Energy Services's mailing address and facsimile number to be used for any notices that shall be given to or served on NextEra Energy Services by Customer are set forth below. Customer's mailing address and facsimile number to be used for any notices that shall be given to or served on Customer by NextEra Energy Services are set forth on the BEA. Notice delivered by prepaid registered mail shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice sent by facsimile shall be deemed to have been received at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

**Notice Information:**

For registered mail and courier service – NextEra Energy Services, 20455 State Highway 249, Suite 200, Houston, TX 77070

For facsimile – 800-627-8813

**Additional Contact Information:**

For billing and customer service inquiries, email [custserv@nexteraenergyservices.com](mailto:custserv@nexteraenergyservices.com), call 877.528.2890, or fax 800.627.8813

For contract inquiries, email [contracts@nexteraenergyservices.com](mailto:contracts@nexteraenergyservices.com) or fax 800-627-8813

Internet address: [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com)

Mailing address: 20455 State Highway 249, Suite 200, Houston, TX 77070