



**NRG Energy, Inc.**  
3711 Market Street, Suite 1000  
Philadelphia, PA 19104

June 13, 2018

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

HPUC 14 JUN 18 11:22

**RE: XOOM Energy New Hampshire, LLC (DM 13-185)**

Dear Ms. Howland;

Enclosed please find a Letter of Credit (SB-44433 in the amount of \$100,000) to satisfy the Commission's financial security requirements for XOOM Energy New Hampshire, LLC.

NRG Energy, Inc. requests that the Commission return the Original Letter of Credit with all Amendments, accompanied by an original signed letter on the Commission's letterhead consenting to the cancellation of the prior Letter of Credit #IS0047725U to Wells Fargo at the address listed below. To facilitate that communication, Attachment A includes a template for Cancellation of the Letter of Credit.

Wells Fargo Bank N.A.  
U.S. Trade Services  
Standby Letters of Credit  
MAC D4004-017  
401 N. Research Pkwy., 1st Floor  
Winston-Salem, North Carolina 27101

Should you have any questions or require additional information, please contact me at 609.280.7701 or via email at [john.holtz@nrg.com](mailto:john.holtz@nrg.com).

Sincerely,

A handwritten signature in black ink, appearing to read "John Holtz".

John Holtz  
Director - Market Development & Regulatory Affairs

Enclosure



**NATIXIS**

**BEYOND BANKING**

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Department

ISSUE DATE: JUNE 11, 2018

ISSUING BANK

NATIXIS

1251 AVENUE OF THE AMERICAS

NEW YORK, NY 10020

APPLICANT

NRG ENERGY, INC. ON BEHALF OF

XOOM ENERGY NEW HAMPSHIRE, LLC

804 CARNEGIE CENTER

PRINCETON, NJ 08540

ATTN: MANAGER, COLLATERAL

BENEFICIARY

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

21 SOUTH FRUIT STREET, SUITE 10

CONCORD, NEW HAMPSHIRE 03301-2429

STATED AMOUNT: \$100,000

EXPIRY DATE: JUNE 10, 2019

LADIES AND GENTLEMEN:

WE HEREBY ISSUE THIS, IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SB-44433 IN FAVOR OF BENEFICIARY FOR THE ACCOUNT OF NRG ENERGY, INC. ("APPLICANT") ON BEHALF OF XOOM ENERGY NEW HAMPSHIRE, LLC ("COMPANY") IN THE AGGREGATE AMOUNT OF USD 100,000.00 (THE "STATED AMOUNT").

THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION MAY DRAW UPON THIS LETTER OF CREDIT IF AND WHEN THE COMPANY HAS FAILED TO MAKE REQUIRED PAYMENT(S) AND/OR PAYMENT ARRANGEMENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF AN ORDER ISSUED BY THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION ON \_\_\_\_\_, 20\_\_.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE BY PAYMENT AT SIGHT AT OUR COUNTERS UPON PRESENTATION OF THE FOLLOWING:

1. A DRAFT DRAWN AT SIGHT ON NATIXIS AND DULY ENDORSED ON ITS REVERSE SIDE THEREOF BY THE BENEFICIARY, SPECIFICALLY REFERENCING THIS LETTER OF CREDIT NUMBER.
2. THE ORIGINAL LETTER OF CREDIT PLUS ANY AND ALL AMENDMENTS ATTACHED THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRY DATE UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRY DATE, WE SEND THE BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED



Letter of Credit Department

EXPIRY DATE THEREOF. ANY REFERENCE TO A FINAL EXPIRY DATE DOES NOT IMPLY THAT NATIXIS IS OBLIGATED TO EXTEND THIS CREDIT BEYOND THE INITIAL EXPIRY DATE OR ANY EXTENDED DATE THEREOF.

WE HEREBY AGREE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT SHALL BE DULY HONORED IF PRESENTED AT OUR OFFICE LOCATED AT 1251 AVENUE OF THE AMERICAS, NEW YORK, NY 10020 ON OR BEFORE THE EXPIRY DATE, OR ANY EXTENDED DATE THEREOF IF APPLICABLE.

PARTIAL AND/OR MULTIPLE DRAWINGS ARE PERMITTED. SUCH PARTIAL DRAWINGS SHALL REDUCE THE AMOUNT THEREAFTER AVAILABLE FOR DRAWING UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL NOT BE AMENDED EXCEPT WITH THE WRITTEN CONCURRENCE OF BENEFICIARY, APPLICANT, AND ISSUING BANK.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98"). AS TO MATTERS NOT GOVERNED BY THE ISP98, THIS LETTER OF CREDIT IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SINCERELY,  
NATIXIS  
NEW YORK BRANCH

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

**ATTACHMENT A**  
**Template Letter of Cancellation**  
(PLEASE PRINT ON COMPANY/COMMISSION LETTERHEAD)

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

Wells Fargo Bank, N.A.  
401 N. Research Pkwy, 1<sup>st</sup> Floor  
Winston-Salem, NC 27101  
Attn: Standby Letter of Credit Dept.

Or

Wells Fargo Bank, N.A.  
794 Davis St., 2<sup>nd</sup> Floor  
San Leandro, CA 94577-6922  
Attn: Standby Letter of Credit Dept.

**RE: Standby Letter of Credit No.** \_\_\_\_\_ :

Gentleman:

As beneficiary of Standby Letter of Credit \_\_\_\_\_, I authorize the cancellation of this letter of credit effective immediately. We hereby enclose the original letter of credit with any and all amendments attached thereto.

In consideration of your cancelling said Standby Letter of Credit, we do hereby agree to release you of all your obligations under the Standby Letter of Credit. No claims now or in the future will be made against your Standby Letter of Credit No. \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed name of signor

Beneficiary Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone no.: \_\_\_\_\_