



November 7, 2017

NHPUC 8NOV17AM10:24

**VIA FEDERAL EXPRESS &  
EFILE (.PDF) – Executive.director@puc.nh.gov**

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

RE: **Docket No. 15-468** – ENGIE Resources LLC (“ENGIE Resources”)

Compliance with Puc 2000 Rules Amendments Effective 11/01/17 and NH PUC Staff's Request dated 10/31/2017 – Filing of Revised Contract Forms for Residential and Small Commercial Customers

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Pursuant to NH PUC's letter dated September 26, 2017 re Compliance with Puc 2000 Rules Amendments Effective November 1, 2017 - Filing of Revised Contract Forms for Residential and Small Commercial Customers, ENGIE Resources hereby submits an original and two (2) copies of the following:

- 1) NH Short Form Energy Sales Agreement – Fixed Price, Disclosure Summary Template Form (Small Commercial Customers);
- 2) NH Short Form Energy Sales Agreement – Matrix Contract; and
- 3) NH Short Form Energy Sales Agreement – Fixed Price, Standard Contract.

Please contact Naveen Rabie, Attorney, at (713) 636-1607 or via email at [naveen.rabie@na.engie.com](mailto:naveen.rabie@na.engie.com) with respect to any questions concerning this filing.

Regards,

/s/

**Marsha Griffin**  
Senior Paralegal  
ENGIE Resources LLC  
1990 Post Oak Blvd., Suite 1900  
Houston, TX 77056  
[www.engieresources.com](http://www.engieresources.com)



**NEW HAMPSHIRE SHORT FORM ENERGY SALES AGREEMENT  
FIXED PRICE**

**DISCLOSURE SUMMARY TEMPLATE FORM  
(Small Commercial Customers)**

<b>Product Name</b>	Fixed Price		
<b>Length of the Agreement</b>	_____ Term		
<b>Fixed Per kWh Price</b>	(\$/kwh): \$0.		
<b>Variable Price Components</b>	Not Applicable for Fixed Price Product		
<b>Charges</b>	Your bill will be calculated using the Contract Price multiplied by your kilowatt hours usage in the billing cycle and applicable Taxes and Utility Related Charges.		
<b>Fixed Price Small Customers who use</b>	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
<b>Will pay</b>	average: _____ (\$/kwh)	average: _____ (\$/kwh)	average: _____ (\$/kwh)
<b>Environmental Characteristics</b>	No		
<b>Early Termination Fee</b>	Yes: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated agreements according to ENGIE's consumption forecast).		
<b>Late Payment Fee</b>	Yes. The lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum rate permitted by law.		
<b>Renewal Terms</b>	Your Contract Price will expire on the Utility Transfer Date following the End Date. Your options for service beyond this date are (i) renewal, (ii) transferring to another competitive supplier, or iii) providing a written request to ENGIE to transfer to the default service provider. In the event you do not exercise one of the options, ENGIE may continue providing service on a month-to-month basis ("Post Term Service"). The price for Post-Term Service is real time index price, plus a per kWh Post-Term Charge, plus Taxes and Utility Related Charges, and applicable non-utility charges, including to ancillary services, installed (or unforced) capacity, losses, and ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point.		



[Internal Use Only - Agreement # \_\_\_\_\_]

### NEW HAMPSHIRE SHORT FORM ENERGY SALES AGREEMENT

#### CUSTOMER INFORMATION

Legal Entity Name:			
DBA / Assumed Name:			
Customer Contact:		Title:	
Telephone:		Fax:	
E-mail:			
Federal Tax ID:		DUNS:	
Mailing Address:			
City:		State:	Zip:
Billing Address ( <i>if different</i> ):			
City:		State:	Zip:

#### CONTRACT INFORMATION

Product: Fixed	Contract price (\$/kwh): \$0.		
Facility Accounts/Service Addresses: SEE ATTACHMENT A			
Start Date: <small>(Enrollment on Utility Transfer Date on or after Start Date).</small>	/01/ <small>(MONTH/DAY/YEAR)</small>	End Date: <small>(Utility Transfer following End Date).</small>	/Last Day/ <small>(MONTH/DAY/YEAR)</small>

#### ACKNOWLEDGMENT AND CONSENT

**ELECTRICITY SUPPLIER INFORMATION:** ENGIE Resources LLC | 1990 Post Oak Blvd, Houston, TX 77056 | 1-888-232-6206 | Fax : 713-636-0927 | Email: [CustServ@na.engie.com](mailto:CustServ@na.engie.com) | Federal Tax ID: 76-0685946 | Duns No.: 099668332 | [www.engieresources.com](http://www.engieresources.com)

**Energy Assistance:** For Energy Assistance such as LIHEAP (Low Income Home Energy Assistance Program) call your local utility or the New Hampshire Public Utilities Commission Consumer Affairs at 1-800-352-3793.

**Local Utility Company Information:** Eversource (800) 662-7764; Unitil (800) 852-3339 (Capital Area) or (800) 582-7276 (Seacoast Area); NHEC (800) 698-2007; Liberty (855) 349-9455. Your Local Utility Company is responsible for billing Distribution Charges. In the event of an emergency, such as a power failure or a downed power line, you should call your Local Utility Company. You have the right to receive basic default service from your Local Utility Company instead of an electricity supplier.

**Dispute Resolution:** Contact ENGIE at 1-888-232-6206 with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800) 852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).

**Service Type:**  New Service  Switching Service  Renewal

**If switching service, current service provider is** \_\_\_\_\_

Customer acknowledges that it is changing its electricity supplier from that set forth above to



ENGIE and hereby authorizes ENGIE, 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 ENGIE. Customer acknowledges and agrees to the Product and Price and Terms of Service at the accounts listed on Attachment A.

**RIGHT TO RESCIND:** If your maximum demand is 20kW or less per month, you may cancel this Agreement (i) within five (5) Business Days from the date of Customer's electronic receipt of these terms of service; or (ii) within six (6) Business Days from the postmarked date of these terms of services if delivered by first class postal mail, by contacting Customer Care by telephone or email.

ENGIE's Customer Care: 1-888-232-6206, [custserv@na.engie.com](mailto:custserv@na.engie.com), or by mail at ENGIE Resources, 1990 Post Oak Blvd., Ste. 1900, Houston, TX 77056.

I agree to the Product and Contract Price and Terms of Service at the accounts listed on Attachment A.

I have reviewed the Account(s) and Account Number(s) on Attachment A for accuracy and verify that the facility(ies) identified is/are owned by me or under my control and I have the authority to enter into this Agreement.

<b>Customer Signature:</b>		<b>ENGIE Signature:</b>	
<b>Print Name:</b>		<b>Print Name:</b>	
<b>Print Title:</b>		<b>Print Title:</b>	
<b>Date:</b>		<b>Date:</b>	

**ELECTRICITY SUPPLIER INFORMATION: ENGIE Resources LLC** | 1990 Post Oak Blvd, Houston, TX 77056 | 1-888-232-6206 | Fax : 713-636-0927 | Email: [CustServ@na.engie.com](mailto:CustServ@na.engie.com) | Federal Tax ID: 76-0685946 | Duns No.: 099668332 | [www.engieresources.com](http://www.engieresources.com)

Check here if your accounts are tax exempt. Send tax exemption certificates to [custserv@na.engie.com](mailto:custserv@na.engie.com). No tax exemption is applied until ENGIE's receipt of tax certificates.

**ATTACHMENT A – FACILITIES/ACCOUNTS**

<b>NO.</b>	<b>FACILITY NAME/ SERVICE ADDRESS</b>	<b>CITY, STATE, ZIP</b>	<b>UTILITY</b>	<b>DELIVERY POINT</b>	<b>ACCOUNT NUMBER</b>	<b>RATE SCHEDULE</b>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

## **SECTION 1. TERMS OF SERVICE**

- 1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service for the facility(ies) specified in Attachment A. Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit, provided that Customer may not discontinue electric service at a facility prior to the End Date unless it is due to a sale or closure in accordance with Section 2.6.
- 1.2 Term. This Agreement shall be effective on Customer's signature and return to ENGIE (the "Effective Date"), provided however that ENGIE reserves the right to reject this Agreement by providing you written notice within 10 days of your execution of the Agreement (i) if the pricing has expired due to changes in market conditions or (ii) for any other nondiscriminatory reason determined by ENGIE. Service contemplated herein shall commence at the Contract Price on the first available Utility Transfer Date on or immediately following the Start Date. Service shall remain in effect at the Contract Price through the first available Utility Transfer Date immediately following the End Date.
- 1.2.1 Post-Term Service. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier, or iii) providing a written request to ENGIE to transfer Customer's account(s) to the applicable default service provider. In the event Customer does not exercise one of the options above prior to the End Date, ENGIE may continue providing service on a month-to-month basis ("Post Term Service"). Where the local billing utility uses a "rate ready" billing system, the Contract Price for Post Term Service shall be a monthly variable rate set by ENGIE that is based on the cost of electricity supply plus costs and margin. Where the local billing utility does not use a rate ready billing system, the Contract Price for Post Term Service shall be an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to ancillary services, installed (or unforced) capacity, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice. Customer may terminate Post Term Service without liability for any early terminate fees by providing at least 30 days' notice.
- 1.2.2 Option to Blend and Extend. During the term of your Agreement you may request that ENGIE offer a new "blend and extend" contract that allows the Customer to benefit from lower rates in exchange for extending the term of your agreement with ENGIE, at ENGIE's option. In the event that ENGIE and Customer do not agree to a new, extended agreement, ENGIE will continue to serve Customer under the existing agreement.
- 1.3 Billing and Payment. **When available, ENGIE will use consolidated billing (i.e. a single bill containing both ENGIE and Utility Related Charges). ENGIE may sell its receivables to the billing utility pursuant to its purchase of receivables ("POR") program, in which case the terms and conditions of the POR program shall control.** For each Billing Cycle, ENGIE will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of the Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may, however, use estimated data for billing purposes hereunder provided that such estimates will be

subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. Payment shall be due to ENGIE by check, electronic funds transfer (EFT) or any other mutually agreed upon payment method within twenty (20) days after the date of the invoice. In the event EFT is elected, Customer shall promptly provide all relevant account information and take all actions necessary to authorize and allow ENGIE to collect payment by such method during the term of this Agreement, and payment shall be collected by ENGIE by making an automatic draft from Customer's bank account. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment, and ENGIE retains the right to report payment history to various credit agencies. If any amount of an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are determined to be owed to Customer shall be repaid by ENGIE with interest accrued at the Interest Rate from the payment due date through the date of re-payment. Any dispute with respect to an invoice is waived unless the other Party is notified within twenty-four months after the invoice is rendered or any specific adjustment to the invoice is made. Customer consents to its utility sharing billing and payment information with ENGIE including Customer's participation in budget billing or other payment arrangement

- 1.4 Contract Price. Customer shall pay ENGIE the Contract Price per kWh of electric energy consumed in a Billing Cycle. This price may include, if applicable, an Intermediary Fee, and is inclusive of all non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO-NE charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A. The Contract Price does not include Taxes and Utility Related Charges such as charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes and that such Utility Related Charges will be billed to Customer by utility/local distribution company.
- 1.5 Full Swing Transaction: Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.
- 1.6 Conditions to Transact: The obligations of ENGIE pursuant to this Agreement are conditioned, if applicable, upon the following: (a) a credit screen by ENGIE, including a review of Customer's most recent invoice from its current provider and the verification of a satisfactory credit score, or, in the alternative, the furnishing by Customer of credit support such as a cash deposit, letter of credit or an alternate means of bill payment; (ii) the verification of usage on the accounts identified in Attachment A to this Agreement, and/or (ii) the completion of a transaction validation telephone call between Customer and ENGIE on a recorded phone line. Customer consents to the recording of the transaction validation telephone call and acknowledges that such recording may be used to prove the intent of a transaction.
- 1.7 ISO-NE Winter Reliability Program: The Contract Price includes charges for the ISO-NE Winter Reliability Program described by FERC's order Docket No. ER15-2208. If the Winter Reliability program is extended beyond period set forth in the Order as of the Effective Date, additional charges will not be included in the Contract Price.
- 1.8 Addition or Deletion of Facilities: At any time during the term of this Agreement, upon advance written notice to ENGIE, Customer may request to add facilities to be served pursuant to this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which the consumption volumes, net of all then current additions or deletions, is not more than twenty percent (20%) above or below Customer's initial monthly anticipated consumption by zone (the "Add/Delete Band"). Facility

addition(s) that cause the Add/Delete Band to be exceeded may be, at ENGIE's sole discretion, added at the Contract Price. If ENGIE does not offer to add such facility addition(s) at the Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge for such deletion(s). If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE the early Termination Payment within twenty (20) days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

## **SECTION 2. GENERAL TERMS AND CONDITIONS**

- 2.1 Notices. Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier are deemed received two Business Days after it was sent. All notices shall be provided to the person and addresses specified herein, or to such other person and address as a Party may from time to time specify in writing to the other Party.
- 2.2 Taxes. "Taxes" shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes.
- 2.3 Title, Risk of Loss. Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in Attachment A.
- 2.4 Credit Assurances. If ENGIE has commercially reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, then ENGIE shall provide Customer with written notice requesting Performance Assurance in an amount not to exceed three (3) times the average amount invoiced by Billing Cycle. Upon receipt of such notice, Customer shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to ENGIE.
- 2.5 Force Majeure. "Force Majeure" shall mean an event beyond the reasonable control of the Party claiming Force Majeure that could not have been prevented by the exercise of due diligence. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.
- 2.6 Events of Default. In addition to the rights of the consolidated billing utility, if applicable, an "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the



Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party by the other Party (“Non-Defaulting Party”), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of the Defaulting Party to provide Performance Assurance in accordance with Section 2.4; (e) if ENGIE enrolls Customer’s account(s) in the applicable consolidated billing utility under the terms of the Purchase of Receivables Program, and the consolidated billing utility terminates Customer from the consolidated billing program; or (f) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent. It will not be an Event of Default and no Termination Payment will be due if Customer discontinues service at a facility prior to the End Date due to the sale or closure of the facility, provided that Customer provides thirty (30) days’ notice, a forwarding address, and other evidence required by ENGIE that Customer no longer occupies the facility. Right to Switch. Customer has the right to switch suppliers at any time without advance notice to ENGIE, and such action will not be an Event of Default, subject to the payment of an Early Termination Payment as defined and calculated in Section 2.7 below.

**2.7 Remedies Upon an Event of Default. Early Termination Payment.** If an Event of Default occurs, the Non-Defaulting Party shall have the right (i) to liquidate and terminate any and all accounts hereunder and/or (ii) suspend performance. If ENGIE is the Non-Defaulting Party, ENGIE may cancel this Agreement and switch your service to local utility default service upon ten (10) business days prior written notice. If Non-Defaulting Party terminates and liquidates, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula:  $\text{Termination Payment} = (\text{Contract Price} - \text{Current Market Price}) \times$  (the amount of electricity remaining to be delivered under the terminated agreements according to ENGIE’s consumption forecast). The Non-Defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the Defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.

**2.8 Limitation of Liability. FOR BREACH OF THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.**

**2.9 Indemnification.** Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.

**2.10 Representations and Warranties.** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party: (a)

it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, ENGIE and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With regard to the services ENGIE provides, or the activities Customer undertakes, pursuant to this Agreement. ENGIE acts solely as counter-party in all transactions with Customer under this or any other Agreement. Accordingly, ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

**2.11 Assignment and Binding Effect.** Customer may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of ENGIE. ENGIE may, without Customer consent transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds. ENGIE may also assign this Agreement to a licensed electric supplier or affiliated entity pursuant to N.H. Code Admin. R. Ann. PUC 2004.13. Prior to such an assignment, Customer will be given at least fourteen (14) days prior written notice of the options to continue service with the transferee, switch to an alternate supplier, or return to utility default service. Any assignment in violation of this paragraph is void. After ENGIE's assignment of this Agreement, ENGIE will have no further obligations under this Agreement.

**2.12 Change in Law.** In the event that there is a change in law, administrative regulation, or any fees or costs imposed by the applicable ISO or a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, and such causes ENGIE to incur capital, operating or other costs relating to the provision of services contemplated herein, such costs shall be passed through to Customer. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate the Agreement to comply with such change. If the Parties are unable to amend the Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of ENGIE.

- 2.13 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **NEW HAMPSHIRE**, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS.
- 2.14 Misc. This Agreement, any appendix or exhibit attached hereto and any transactions executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those expressed. No amendment, modification or change will be enforceable unless in writing and executed by both Parties. No waiver by any Party of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. No delay or failure by ENGIE in enforcing any party of this agreement shall be deemed a waiver of any of its rights or remedies. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.
- 2.15 Privacy and Information Release Authorization. You authorize ENGIE to obtain and review information regarding your credit history from credit reporting agencies and the following information from your local utility: consumption history, billing determinants, local utility account number, credit information, public assistance status, existence of medical emergencies, and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by ENGIE in accordance with applicable law to determine whether we will commence and/or continue to provide electricity supply service to you and will not be disclosed to a third party unless required by law. Visit <https://www.donotcall.gov/> or call 1-888-382-1222 to add your contact information to the national do not call registry. Your acceptance of this agreement constitutes authorization for the release of this information to ENGIE. This authorization will remain in effect during the Agreement Term.
- 2.16 Switching. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility.
- 2.17 Confidentiality. ENGIE will not release confidential Customer information, except as permitted under the New Hampshire Public Utilities Commission disclosure rules, without Customer's written consent and a description of confidential customer information and any other information considered confidential by ENGIE.

### **SECTION 3. DEFINITIONS**

**Bankrupt** means an entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a Bankrupt, Insolvent, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee,

conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

**Billing Cycle** means the period between meter read dates rendered either by ENGIE or the applicable utility during the Term.

**Business Day** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

**Claiming Party** means the Party claiming an event of Force Majeure.

**Current Market Price** means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

**Firm Full Requirements Service** means that either Party shall only be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

**Governmental Authority** means any federal, state, local, municipal or other government, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction herein.

**Interest Rate** means the lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum rate permitted by law.

**Intermediary Fee** means a fee included in the Contract Price that Customer agrees should be remitted to the broker / service provider that Customer engaged, if any, in the selection of ENGIE as its electricity supplier.

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

**Performance Assurance** means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to ENGIE.

**Post-Term Charge** means the \$.019/kWh charge of electric energy consumed. This charge applies only during the Post-Term Period.

**Utility Related Charges** means charges or surcharges by a utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the Connecticut electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

**Utility Transfer Date** means the time and date on which the applicable utility has completed the process necessary to permit ENGIE to commence or discontinue providing the services hereunder. The process may include recognizing ENGIE as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date. Your Utility Transfer Date will be a regularly scheduled meter read date, unless you request an off-cycle meter read and such request is honored by the utility.

Customer:  
PR #:  
Contract #:

## NEW HAMPSHIRE SHORT FORM ENERGY SALES AGREEMENT FIXED PRICE

This **New Hampshire** Short Form Energy Sales Agreement (the “Agreement”) is entered into effective as of the [Day] day of [Month] 20[Year] (the “**Effective Date**”) by and between ENGIE Resources LLC (“**ENGIE**”), a Delaware corporation and Customer Legal Entity Name (“**Customer**”). ENGIE and Customer are also referred to herein individually as a “Party” and collectively as the “Parties.” Unless provided to the contrary, capitalized terms are defined in Section 3.

### **SECTION 1. TRANSACTION TERMS AND CONDITIONS**

- 1.1 Purchase and Sale. Subject to the terms and conditions set forth herein, ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service for the facility(ies) specified in Attachment A, Exhibit 1. Customer’s electricity consumption is variable and is not subject to a maximum or minimum usage limit, provided that Customer may not close a Facility or otherwise discontinue electric service prior to the End Date **except as set forth herein**.
- 1.2 Term. This Agreement shall be effective on the Effective Date and the service contemplated herein shall commence at the Contract Price on the first available Utility Transfer Date on or immediately following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the first available Utility Transfer Date immediately following the End Date as specified for each facility in Attachment A, Exhibit 1.
- 1.2.1 Post-Term Service. Notwithstanding the foregoing, Customer’s options for service beyond the Utility Transfer Date following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier, or iii) providing a written request to ENGIE to transfer Customer’s account(s) to the applicable default service provider. In the event Customer does not exercise one of the options above prior to the End Date, ENGIE may continue providing service on a month-to-month basis (“Post Term Service”). Where the local billing utility uses a “rate ready” billing system, the Contract Price for Post Term Service shall be a monthly variable rate set by ENGIE that is based on the cost of electricity supply plus costs and margin. Where the local billing utility does not use a rate ready billing system, the Contract Price for Post Term Service shall be an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to Ancillary Services, installed (or unforced) capacity, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice. Customer may terminate Post Term Service without liability for any early terminate fees by providing at least 30 days’ notice.
- 1.2.2 Option to Blend and Extend. During the Term of this Agreement, Customer may request that ENGIE offer a new “blend and extend” agreement that allows Customer to benefit from lower rates in exchange for extending the Term with ENGIE.
- 1.3 Billing and Payment. For each Billing Cycle, ENGIE will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of the Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to

future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. Payment shall be due to ENGIE by check, electronic funds transfer (EFT) or any other mutually agreed upon payment method within twenty (20) days after the date of the invoice. In the event EFT is elected, Customer shall promptly provide all relevant account information and take all actions necessary to authorize and allow ENGIE to collect payment by such method during the term of this Agreement, and payment shall be collected by ENGIE by making an automatic draft from Customer's bank account. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment, and ENGIE retains the right to report payment history to various credit agencies. If any amount of an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to Customer. Any dispute with respect to an invoice is waived unless the other Party is notified within twenty-four months after the invoice is rendered or any specific adjustment to the invoice is made. Failure to pay an invoice timely may lead to disconnection of your electricity. **ENGIE may sell its receivables to the billing utility pursuant to its purchase of receivables ("POR") program, in which case the terms and conditions of the POR program shall control. When available, ENGIE will use consolidated billing (i.e. a single bill containing both ENGIE and Utility Related Charges).** Customer consents to its utility sharing billing and payment information with ENGIE including Customer's participation in budget billing or other payment arrangement.

- 1.4 Contract Price. Customer shall pay ENGIE the Contract Price per kWh of electric energy consumed in a Billing Cycle. This price may include, if applicable, an Intermediary Fee, and is inclusive of all non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO-NE charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. The Contract Price does not include Taxes and Utility Related Charges such as charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes, and Customer acknowledges that ENGIE does not control the Taxes and Utility Related Charges associated with Customer's usage and that such Utility Related Charges will be billed to Customer by utility/local distribution company.
- 1.5 ISO-NE Winter Reliability Program: The Contract Price includes charges for the ISO-NE Winter Reliability Program described by FERC's order in Docket No. ER15-2208.
- 1.6 Right to Rescind. If maximum demand is 20kW or less per month, Customer may rescind this Agreement: (i) within five (5) Business Days from the date of Customer's electronic receipt of these terms of service; or (ii) within six (6) Business Days from the postmarked date of these terms of services if delivered by first class postal mail, by providing notice to ENGIE.

## **SECTION 2. GENERAL TERMS AND CONDITIONS**

- 2.1 Notices. Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier are deemed received two Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may from time to time specify in writing to the other Party.
- 2.2 Taxes. "Taxes" shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes.

2.3 Title, Risk of Loss. Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in Attachment A, Exhibit 1.

2.4 Credit Assurances. If ENGIE has commercially reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, then ENGIE shall provide Customer with written notice requesting Performance Assurance in an amount not to exceed three (3) times the average amount invoiced by Billing Cycle. Upon receipt of such notice, Customer shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to ENGIE.

2.5 Force Majeure. "Force Majeure" shall mean an event that is beyond the reasonable control of the Party claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

2.6 Events of Default. In addition to the rights of the consolidated billing utility, if applicable, an "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within ten (10) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party"), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within ten (10) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of the Defaulting Party to provide Performance Assurance in accordance with Section 2.4; (e) if ENGIE enrolls Customer's account(s) in the applicable consolidated billing utility under the terms of the Purchase of Receivables Program, and the consolidated billing utility terminates Customer from the consolidated billing program; or (f) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent.

2.6.1 Right to Switch. Customer has the right to switch suppliers at any time without advance notice to ENGIE, and such action will not be an Event of Default, subject to the payment of an Early Termination Payment as defined and calculated in Section 2.7 below.

2.7 Remedies Upon an Event of Default and Early Termination Payment. If an Event of Default occurs, the Non-Defaulting Party shall have the right (i) to liquidate and terminate any and all accounts hereunder and/or (ii) suspend performance. If Non-Defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated accounts as shown in the Monthly Anticipated Consumption table attached thereto). The Non-Defaulting Party shall provide

a written explanation of its calculation of the Termination Payment to the Defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.

**2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.**

2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.

2.10 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date of the Agreement as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, ENGIE and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With regard to the services ENGIE provides, or the activities Customer undertakes, pursuant to this Agreement. ENGIE acts solely as counter-party in all transactions with Customer under this or any other Agreement. Accordingly, ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

2.11 Assignment and Binding Effect. Customer may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of ENGIE. ENGIE may, without Customer consent transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds. ENGIE may also assign this Agreement to a licensed electric supplier or affiliated entity pursuant to N.H. Code Admin. R. Ann. PUC 2004.13. Prior to such an assignment, Customer will be given at least fourteen (14) days prior written notice of the options to continue service with the transferee, switch to an alternate supplier, or return to utility



default service. Any assignment in violation of this paragraph is void. After ENGIE's assignment of this Agreement, ENGIE will have no further obligations under this Agreement.

- 2.12 **Change in Law.** In the event that there is a change in law, administrative regulation, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, such costs shall be passed through to Customer. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate the Agreement to comply with such change. If the Parties are unable to amend the Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of ENGIE.
- 2.13 **Governing Law.** THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **NEW HAMPSHIRE**, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS.
- 2.14 **Misc.** This Agreement, any Appendix or Exhibits attached hereto and any transactions executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. 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 will be construed as a waiver of any other default or defaults whether of a like kind or different nature. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.
- 2.15 **Dispute Resolution.** Contact ENGIE Customer Care with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).
- 2.16 **Confidentiality.** ENGIE will not release confidential Customer information, except as permitted under the New Hampshire Public Utilities Commission disclosure rules, without Customer's written consent and a description of confidential customer information and any other information considered confidential by ENGIE.

### **SECTION 3. DEFINITIONS**

**Bankrupt** means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a Bankrupt, Insolvent, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

**Billing Cycle** means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility during the applicable Term.

**Business Day** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

**Claiming Party** means the Party claiming an event of Force Majeure.

**Current Market Price** means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

**Firm Full Requirements Service** means that either Party shall only be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

**Governmental Authority** means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

**Interest Rate** means, for any date, lesser of (a) one and one-half percent (1 ½ %) or (b) the maximum rate permitted by applicable law.

**Intermediary Fee** means a fee included in the Contract Price that Customer agrees should be remitted to the broker / service provider that Customer engaged, if any, in the selection of ENGIE as its electricity supplier.

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

**Performance Assurance** means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to ENGIE.

**Post-Term Charge** means the \$/kWh charge of electric energy consumed as specified on the Attachment A.

**Utility Related Charges** means charges or surcharges by a utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the Connecticut electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

**Utility Transfer Date** means the time and date on which the applicable utility has completed the process necessary to permit ENGIE to commence or discontinue providing the services hereunder. The process may include, as necessary and without limitation, recognizing ENGIE as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

**SECTION 4. NOTICES**

	<b>BUSINESS NAME CONTACT NAME</b>	<b>BILLING CONTACT</b>		<b>ENGIE Resources CONTACT</b>	<b>CUSTOMER PAYMENTS</b>
<b>NAME: ATTN:</b>	[Customer Name] [Customer Contact]	[Billing Contact Name] [Contact Title]		<b>ENGIE Resources</b>	<u>Please wire payments to:</u> Mellon Bank
<b>STREET ADDRESS:</b>	[Street Address] [Street Address]	[Street Address] [Street Address]		<b>1990 Post Oak Blvd</b>	<u>Account Title:</u> ENGIE Resources
<b>CITY, STATE, ZIP:</b>	[City, State] [Zip Code]	[City, State] [Zip Code]		<b>Houston, TX 77056</b>	<u>Account Number:</u> 8-086-282
<b>PHONE #:</b>	[Phone Number]	[Phone Number]		<b>1-888-232-6206</b>	<u>ABA Number:</u> <b>031000037</b>
<b>FAX #:</b>	[Fax Number]	[Fax Number]		<b>713-636-0927</b>	<u>For payment by check, please send to:</u> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
<b>EMAIL:</b>	[Email Address]	[Email Address]		<b>CustServ@na.engie.com</b>	

<b>CUSTOMER INFORMATION</b>		<b>ENGIE Resources INFORMATION</b>	
<b>DUNS NO #:</b>	[Customer DUNS No.]	<b>DUNS NO #:</b>	099668332
<b>FEDERAL TAX ID #:</b>	[Customer Federal Tax Id No.]	<b>FEDERAL TAX ID #:</b>	76-0685946
<u>Service Type:</u>			
<input type="radio"/> New Service <input type="radio"/> Switching Service <input type="radio"/> Provider Renewal			
If switching service, current service provider is _____			
<b>Authorization and Acknowledgement:</b> Customer hereby acknowledges that it is changing its electricity supplier from that set forth above to ENGIE and hereby authorizes ENGIE, 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 ENGIE.			

This Agreement will not become effective as to either Party unless and until executed by both Parties. IN WITNESS WHEREOF, the Parties, by their respective duly authorized representative, have executed this Agreement to be effective as of the Effective Date. **THIS AGREEMENT MUST INCLUDE AN IDR DATA AUTHORIZATION FORM COMPLETED AND SIGNED BY CUSTOMER.**

<b>SIGNATURES</b>	
<b>Customer:</b> Customer Legal Entity Name	<b>ENGIE Resources LLC</b>
<b>Signature:</b>	<b>Signature:</b>

<b>Print Name:</b>	<b>Print Name:</b>
<b>Print Title:</b>	<b>Print Title:</b>
<b>Date:</b>	<b>Date:</b>