



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

December 17, 2015

RE: Direct Energy Services, LLC Competitive Electric Power Supplier Initial Registration Pursuant to New Hampshire Chapter Puc 2000

Dear Debra Howland:

Enclosed is the original initial competitive electric supplier license registration for Direct Energy Services, LLC. In addition, you will find the original Direct Energy Services, LLC bond certificate, 2014 Centrica plc financial statement, proof of EDI training, proof of the ability to obtain supply in New England and a check issued to the State of New Hampshire for the \$500 initial CEPS registration fee. We have completed EDI testing and will provide proof of completion as soon as we receive the certificate/letter from the EDC. Please note Direct Energy Services, LLC is an indirect wholly owned subsidiary of Centrica plc (Centrica plc 2014 complete financial statements (https://www.centrica.com/sites/default/files/2014_ara.pdf)).

- NH Competitive Electric Power Supplier license fee in the amount of (2) \$250.00 to total \$500.00 for Direct Energy Services, LLC. The check number is 7170001143 & 7170001152.

If you have any questions or comments regarding the above, please feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Otibo Arthur", with a long, sweeping horizontal line extending to the right.

Otibo Arthur
Compliance Operations
(713) 877-3534
Otibo.Arthur@directenergy.com

Enclosure

NEW HAMPSHIRE

PART Puc 2006 FORMS

Puc 2006.01 Form for Initial and Renewal Registration of Competitive Electric Power Suppliers.

(a) The registration application required by Puc 2003.01(a) and Puc 2003.02(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, and, if available, its website address;

Direct Energy Services, LLC
www.directenergy.com

Please note Direct Energy Services, LLC plans on using d/b/a First Choice Power once the initial registration for Direct Energy Services, LLC has been completed.

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

Direct Energy Services, LLC
12 Greenway Plaza, Suite 250
Houston, TX 77046
(713) 877-3500
customerrelations@directenergy.com

(3) The applicant's place of incorporation, if anything other than an individual;

Direct Energy Services is a Limited Liability Company that is organized under the laws of Delaware as of 06/22/2004. Please see Exhibit 1.

(4) 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;

Please see Exhibit 2 for Direct Energy Services, LLC's Directors and Officers.

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

Currently, the only licensed power and natural gas affiliate of Direct Energy Services, LLC conducting business in the state of New Hampshire is Direct Energy Business Marketing, LLC.

(6) The telephone number of the applicant's 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;

<u>Name and Title:</u>	<u>customerrelations@directenergy.com</u>
<u>Address:</u>	<u>6502 S. Yale Ave., Suite 900, Tulsa, OK 74136</u>
<u>Telephone:</u>	<u>(866) 348-4193</u>
<u>Fax:</u>	

NEW HAMPSHIRE

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;

Name and Title: Marc Hanks, Senior Manager Government & Regulatory Affairs
Address: 24 Gary Drive, Westfield, MA 01085
Telephone: (413) 642-3575
Email: marc.hanks@directenergy.com

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

Corporate Creations Network Inc.
3 Executive Park Drive #201A
Bedford, NH 03110
Hillsborough County
Phone: 603-369-3031

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

Please see Exhibit 1 for a copy of the Certificate of Good Standing.

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

Eversource

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

Direct Energy Services, LLC intends to offer power supply to residential and small commercial customers in New Hampshire at fixed and/or variable rates in the service area of the utility listed above.

(12) A listing of the states where the applicant currently conducts business relating to the sale of Electricity;

Please see Exhibit 3 Direct Energy license inventory.

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

NEW HAMPSHIRE

Direct Energy Services, LLC had no formal complaints filed in 2014. Please see Exhibit 4 for a summary of all complaints filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agencies for the 2013 calendar year where Direct Energy Services, LLC conducted business related to the sale of electricity.

- (14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:
- c. For limited liability companies, any of the managers or members;

No director or officer of Direct Energy Services, LLC has been convicted of a felony, business fraud or any antitrust violation pursuant to the referenced laws or their equivalents in other jurisdictions. Additionally, Direct Energy Services, LLC has not been held liable for fraud or antitrust violation.

- (15) A statement as to whether the applicant or any of the applicant's principals:
- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;
 - b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
 - c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

Direct Energy Services, LLC in the past has been the subject of civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

- (16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

Please see attached Exhibit 5 for a summary of U.S. Regulatory Investigation or Complaints

- (17) For those applicants intending to telemarket, a statement that the applicant shall:
- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
 - b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
 - c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

Direct Energy Services, LLC is fully compliant with the above statements.

- (18) For those applicants that intend not to telemarket, a statement to that effect;

Not Applicable. Please see question #17.

- (19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

Direct Energy Services, LLC intends to use the utilities consolidated billing method.

NEW HAMPSHIRE

(20) A copy of each contract to be used for residential and small commercial customers;

Please see attached Exhibit 6 for Rate Plan Summary and Terms & Conditions.

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and

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

AFFIDAVIT

STATE OF TEXAS :

:

COUNTY OF HARRIS :

I, Bray Dohrwardt, Secretary of the Applicant, Direct Energy Services, LLC, hereby affirm that the Applicant has the authority to file this application on behalf of Direct Energy Services, LLC.

I also affirm that I have reviewed the statements made in the above application and to the best of my knowledge, that they are true and correct and complete in all material respects.

I further affirm that I am authorized by the applicant to file this Competitive Electric Supplier Application on its behalf.

Dated this 12th day of November, 2015

Signature: _____

Title: Bray Dohrwardt, Secretary – DES, LLC

Notarized by: _____

Notarial Seal:



Proof of EDI training with Eversource

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

Certificate of Completion

is hereby granted to:

Direct Energy Services, LLC

to certify that they have completed to satisfaction

NH Supplier Training



Granted: 10/21/15

Aaron Downing

Aaron Downing
Eversource Supplier Services

Proof that Direct Energy Services, LLC is able to obtain supply in the New England Energy Market

**FIRST AMENDMENT to the
THE MASTER SERVICES AGREEMENT
And SERVICE ADDENDUM NUMBER 1
dated as of October 10, 2011
between
Energy America, LLC ("Provider")
and Direct Energy Services, LLC ("Company")**

Provider and Company are parties to the Master Services Agreement dated as of July 15, 2004, which Agreement includes service addendums (collectively, the "Master Agreement") including the Services Addendum to the Master Services Agreement Number 1 (the "Addendum"). The parties hereby agree that the Master Agreement and Addendum shall be amended as set forth herein effective as of the Effective Date. Effective Date shall mean the date first above (the "Amendment").

NOW THEREFORE THIS AMENDMENT WITNESSES THAT, in consideration of the foregoing and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. Amendment

- A. The Master Agreement is Amended by deleting section 4.1 in its entirety and replacing it with the following:

In consideration of Provider's performance of the Services, the Company and Provider shall come to a mutually agreeable method of payment for all amounts payable under each Service Addendum, including but not limited to, intercompany accounting treatments or cost center allocations.

- B. The Addendum is amended by replacing sections 1 and 2 with the following:

"1. Services. The parties agree to the following:

- a. Company will purchase all electricity and related services required to service its retail load requirements from Provider and Provider will provide such electricity and related services to Company.
- b. Provider will provide Company with natural gas that may be required by Company to fulfill its obligations under any agreements.
- c. Provider will perform other services related to the provision of electricity or natural gas as Company may reasonably request from time to time.

2. Fees and Expenses:

- a. For electricity provided by Provider in PJM, the fees will be the product of the total number of MWhs delivered to Company that month multiplied by rate equal to the monthly weighted average PJM price of power based on the LMP at the delivery point. The fees will reflect the total amount paid by Provider or owed to PJM for the electricity, capacity, ancillary services and any other related products required by Company, plus fees, costs and expenses related to those sales.

- b. For electricity provided by Provider in NE-ISO, the fees will be the product of the total number of MWhs delivered to Company that month multiplied by a rate equal to the monthly weighted average NE-ISO price of power based on the LMP at the delivery point. The fees will reflect the total amount paid by Provider or owed to NE-ISO for the electricity, capacity, ancillary services and any other related products required by Company, plus fees, costs and expenses related to those sales.
- c. For any other products or services that may be provided by Provider, the parties will mutually agree on the price.

C. Section 4 of the Addendum is deleted in its entirety.

2. Representations

Each party represents to the other as follows:

- (a) it has the power to, and has taken all action necessary for it to, execute and deliver this Amendment;
- (b) its execution and delivery of this Amendment do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
- (c) all governmental and other consents that are required to have been obtained by it with respect to its execution and delivery of this Amendment have been obtained and are in full force and effect, and all conditions of all such consents have been complied with;
- (d) this Amendment is its legal, valid and binding agreement, enforceable against it in accordance with the terms of this Amendment (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally); and
- (e) as expressly amended hereby, the Master Agreement and Addendum are in full force and effect.

3. Miscellaneous

- (a) **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings specified for such terms in the Master Agreement or Addendum.
- (b) **Entire Agreement.** This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings (except as otherwise provided herein) with respect thereto. Any and all references to the Master Agreement and Addendum shall hereafter refer to the Master Agreement and Addendum as amended by this Amendment. This Amendment, the Master Agreement and Addendum shall be read together so as to form one document and as the same may be amended, supplemented or modified from time to time. Except as amended herein, the Master Agreement and Addendum are hereby ratified and confirmed. The provisions of this Amendment shall apply to any and all outstanding transactions under the Master Agreement and Addendum.
- (c) **Counterparts.** This Amendment may be executed and delivered in counterparts (through facsimile

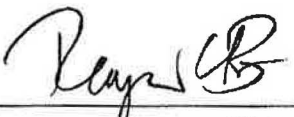
transmission or otherwise in writing), each such counterpart shall be deemed an original, and all such counterparts, together, shall constitute a single agreement.

(d) **Headings.** The headings used in this Amendment are for convenience or reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

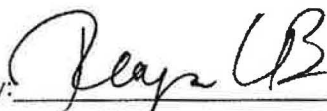
(e) **Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed as of the day and year first above written.

ENERGY AMERICA, LLC

By: 
Name: REAGAN C. Brown
Title: ASSISTANT SECRETARY
Date: 10/13/11

DIRECT ENERGY SERVICES, LLC

By: 
Name: REAGAN C. Brown
Title: ASSISTANT SECRETARY
Date: 10/13/11

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**"), dated as of July 15, 2004 (the "**Effective Date**"), is entered into by and between Direct Energy Services, LLC, a Delaware limited liability company ("**Company**") and Energy America LLC, a Delaware limited liability company ("**Provider**") (each of the Company and Provider, a "**Party**", and collectively the "**Parties**").

RECITALS

Provider has agreed to provide to the Company certain services in accordance with the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

Now, therefore, in consideration of the premises and the mutual representations, warranties, covenants and agreements in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND CONSTRUCTION

1.1 Definitions. The following terms shall have the meanings ascribed to them in this Section 1.1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the PSA.

"**Affiliate**" shall mean any Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities or ownership interests, by contract or otherwise.

"**Agreement**" shall have the meaning set forth in the preamble.

"**Assigned Rights**" shall have the meaning set forth in Section 2.4.

"**Company**" shall have the meaning set forth in the preamble.

"**Effective Date**" shall have the meaning set forth in the preamble.

"**Fees**" shall have the meaning set forth in Section 4.1.

"**Force Majeure Event**" shall have the meaning set forth in Section 5.2

"**Person**" means natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or governmental authority.

"Provider" shall have the meaning set forth in the preamble.

"Representatives" means, as to any Person, its officers, directors, employees, members, stockholders, counsel, accountants, financial advisers and consultants.

"Services" shall have the meaning set forth in Section 2.1.

"Services Addendum" shall have the meaning set forth in Section 2.1.

"Term" shall have the meaning set forth in Section 3.1.

ARTICLE II SERVICES

2.1 Scope of Services. Provider will furnish to the Company the services (collectively, the **"Services"**) described in any Services Addendum executed by both Parties a form of which is attached as Addendum Number 1 hereto) (each, a **"Services Addendum"**). The provisions of each Services Addendum are incorporated into the terms of this Agreement; provided, that in the event of a conflict between the terms of a Services Addendum and the terms of this Agreement, the terms of the Services Addendum will control. Notwithstanding anything herein to the contrary, Provider shall not be required to provide any services to the Company other than the Services.

2.2 Reduction of Services. The Company shall have the right to terminate or reduce any of the Services provided by Provider under a Services Addendum hereto upon two days' prior written notice to Provider. The Company may from time to time transfer, grant, delegate or assign certain rights and obligations to Provider in connection with the performance of the Services hereunder (the **"Assigned Rights"**); Provider expressly acknowledges and agrees that any such rights and obligations have been granted solely in connection with Provider's performance under this Agreement and that, at the request of the Company, Provider will take all actions necessary to transfer, grant or assign any such Assigned Rights back to the Company or its designee.

ARTICLE III TERM

3.1 Term and Termination. This Agreement shall commence on the date hereof and terminate on the date that one or both Parties elect to terminate this Agreement and all outstanding Service Addenda by providing written notice thereof to the other Party (the **"Term"**). Unless otherwise provided in a Service Addendum, either Party may terminate a Service Addendum at any time upon fifteen (15) days' advance written notice to the other Party.

3.2 Effect of Expiration or Termination. If this Agreement expires or is validly terminated pursuant to Section 3.1, there will be no liability or obligation on the part of Provider or the Company (or any of their respective Representatives), except that each Party shall pay any amounts outstanding and payable by it hereunder as of the date of expiration or termination. Upon the expiration or termination of this Agreement for any reason, Provider will take all actions necessary to assign or otherwise allocate the Assigned Rights to the Company or its

designee and to assist the Company to enter into alternate arrangements to receive services similar to the Services with applicable counterparties.

ARTICLE IV FEES

4.1 Fees. In consideration of Provider's performance of the Services, the Company shall pay to Provider all amounts payable under each Service Addendum (the "*Fees*"). Provider shall invoice the Company on a monthly basis for all Fees. Fees shall be payable by the Company within 30 days after the Company's receipt of an invoice. If the Company fails to pay any Fees within such time period, interest shall accrue on the unpaid portion from the date that payment was due until the date of payment at the Interest Rate.

4.2 Taxes. If, during the Term, any state, provincial, local or federal authority shall impose a tax on the Services rendered to the Company by Provider hereunder, the Company agrees to pay, or remit to Provider so that Provider may pay, the amount of such tax imposed on the Services rendered to the Company by Provider under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Company shall have no liability for, and shall not be obligated to pay for, any property taxes of any kind or type applicable to the property of Provider or any income taxes of any kind or type applicable to the income of Provider.

ARTICLE V PROVIDER STATUS AND FORCE MAJEURE

5.1 Status of Provider as a Contractor. Provider and the Company expressly acknowledge that Provider and its Representatives are "independent contractors", and nothing in this Agreement is intended and nothing shall be construed to create an employer/employee, partnership, joint venture or other similar relationship between any of the foregoing and the Company. In addition, Provider shall have the authority and responsibility to elect the means, manner and method of performing the Services. This Agreement shall not be interpreted or construed to create an association, joint venture, partnership, or agency between the Parties hereto or to impose any partnership or fiduciary obligation or related liability upon any Party.

5.2 Force Majeure. Neither Provider nor any of its Representatives shall be liable for any default or delay in the performance of Provider's obligations hereunder if such default or delay is caused by any cause beyond the reasonable control of Provider or such Representative, including fire, flood, earthquake, elements of nature or acts of God, power or equipment failure, loss of personnel, acts of war, terrorism, riots, civil disorders, strikes, lockouts or labor difficulties (each, a "*Force Majeure Event*"). Upon the occurrence of a Force Majeure Event, Provider and its Representatives will be excused from any further performance of any obligation so affected for so long as such circumstances prevail and a reasonable period of time thereafter.

ARTICLE VI INDEMNIFICATION, LIMITATION OF LIABILITY AND REMEDIES

6.1 Limitation of Liability. Neither Party shall be liable for any loss of profits, loss of business, loss of use or of data, interruption of business, or for indirect, special, punitive,

exemplary, incidental, consequential or indirect damages of any kind whether under this Agreement or otherwise in connection with its performance hereunder.

6.2 Indemnification. Each Party hereby agrees to indemnify, defend and hold harmless the other Party and its Representatives from and against any and all claims, losses, demands, costs or liabilities, including reasonable attorneys' fees, resulting from or in connection with any third party claims arising from the other Party's or its Representatives' performance of the Services hereunder, unless such third party claims are based on such other Party's or any such Representative's gross negligence or intentional misconduct in performing the Services.

6.3 Exclusive Remedies. Subject to the other provisions of this Article VI, if Provider breaches its duties under this Agreement, the Company may demand either (a) renewal of performance of the breached service at Provider's expense, or (b) a refund of the fees paid to Provider by the Company for the breached service. The remedies of this Article VI are the sole and exclusive remedies of the Company to any claims arising out of or causes of action related to the Services.

ARTICLE VII MISCELLANEOUS

7.1 Notices.

(a) Unless this Agreement specifically requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by facsimile or sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the Parties at the addresses specified below:

If to the Company, to:

Direct Energy Services, LLC
263 Tresser Blvd.
One Stamford Plaza, 8th Floor
Stamford, CT 06901
Attn: Jim Steffes

If to Provider, to:

Energy America LLC
263 Tresser Blvd.
One Stamford Plaza, 8th Floor
Stamford, CT 06901
Attn: Bill Cronin

(b) Notice given by personal delivery, mail or overnight courier pursuant to this Section 7.1 shall be effective upon physical receipt. Notice given by facsimile pursuant to this Section 7.1 shall be effective as of the date of confirmed delivery if delivered before

5:00 p.m. Central Time on any Business Day or the next succeeding Business Day if confirmed delivery is after 5:00 p.m. Central Time on any Business Day or during any non-Business Day.

7.2 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof and contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

7.3 Waiver. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

7.4 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party.

7.5 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

7.6 Assignment; Binding Effect. The Company may assign its rights and obligations hereunder to an Affiliate but such assignment shall not release the Company from its obligations hereunder. Except as provided in the preceding sentence, neither this Agreement nor any right, interest or obligation hereunder may be assigned by any Party without the prior written consent of the other Party, and any attempt to do so will be void, except for assignments and transfers by operation of Law. Subject to this Section 7.6, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns.

7.7 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

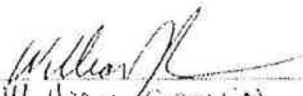
7.8 Governing Law; Venue; and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any conflict or choice of law provision that would result in the imposition of another state's Law.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf, all on the day and year first above written.

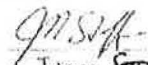
Provider:

ENERGY AMERICA LLC

By: 
Name: W. William Sweeney
Title: General Vice President

Company:

DIRECT ENERGY SERVICES, LLC

By: 
Name: James Sweeney
Title: VICE PRESIDENT

Direct Energy Services, LLC - Bond

GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Electrical License Bond

Bond No. : 8219-02-25

Dated effective: 7/9/2015
(MONTH, DAY, YEAR)

executed by: Direct Energy Services, LLC, as Principal,
(PRINCIPAL)

and by: Federal Insurance Company, as Surety,
(SURETY)

and in favor of : New Hampshire Public Utilities Commission.
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Expiration Date	12/9/2020	7/31/2021

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 11/13/2015
(MONTH, DAY, YEAR)

Signed and Sealed 12/2/2015
(MONTH, DAY, YEAR)

BY:  Direct Energy Services, LLC
PRINCIPAL
TITLE

BY:  Federal Insurance Company
SURETY
Laura E. Sudduth, ATTORNEY-IN-FACT



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**


**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint David Alan Castillo, Judy M. Dold, Mary Ann Garcia, Mark H. Hilliard, Jo Ann Parker, Cynthia A. Peters, Larry H. Senkel and Laura E. Sudduth of Houston, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **10th** day of **February, 2015**.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

SS.

County of Somerset

On this **10th** day of **February, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **2nd** Day of **December 2015**




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

GROUP INCOME STATEMENT

Year ended 31 December	Notes	2014			2013		
		Business performance £m	Exceptional items and certain re-measurements £m	Results for the year £m	Business performance £m	Exceptional items and certain re-measurements £m	Results for the year £m
Group revenue	4(b)	29,408	–	29,408	26,571	–	26,571
Cost of sales before exceptional items and certain re-measurements	5	(25,043)	–	(25,043)	(21,464)	–	(21,464)
Exceptional items – onerous provision	7	–	–	–	–	(125)	(125)
Re-measurement of energy contracts	7	–	(1,134)	(1,134)	–	413	413
Cost of sales	5	(25,043)	(1,134)	(26,177)	(21,464)	288	(21,176)
Gross profit		4,365	(1,134)	3,231	5,107	288	5,395
Operating costs before exceptional items	5	(2,903)	–	(2,903)	(2,735)	–	(2,735)
Exceptional items – impairments	7	–	(1,938)	(1,938)	–	(939)	(939)
Exceptional items – gains on disposals	7	–	341	341	–	–	–
Operating costs	5	(2,903)	(1,597)	(4,500)	(2,735)	(939)	(3,674)
Share of profits of joint ventures and associates, net of interest and taxation	6, 7	106	26	132	146	25	171
Group operating (loss)/profit	4(c)	1,568	(2,705)	(1,137)	2,518	(626)	1,892
Financing costs	8	(318)	–	(318)	(297)	–	(297)
Investment income	8	52	–	52	54	–	54
Net finance cost		(266)	–	(266)	(243)	–	(243)
(Loss)/profit before taxation		1,302	(2,705)	(1,403)	2,275	(626)	1,649
Taxation on (loss)/profit	7, 9	(375)	773	398	(942)	243	(699)
(Loss)/profit for the year		927	(1,932)	(1,005)	1,333	(383)	950
Attributable to:							
Owners of the parent		903	(1,915)	(1,012)	1,333	(383)	950
Non-controlling interests		24	(17)	7	–	–	–
Earnings per ordinary share				Pence			Pence
Basic	10			(20.2)			18.4
Diluted	10			(20.2)			18.3
Interim dividend paid per ordinary share	11			5.10			4.92
Final dividend proposed per ordinary share	11			8.40			12.08

The notes on pages 96 to 165 form part of these Financial Statements.

GROUP STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 December	Notes	2014 £m	2013 £m
(Loss)/profit for the year		(1,005)	950
Other comprehensive income/(loss):			
Items that will be or have been recycled to the Group Income Statement:			
Gains on revaluation of available-for-sale securities, net of taxation	S4	4	3
Net losses on cash flow hedges	S4	(44)	(25)
Transferred to income and expense on cash flow hedges	S4	46	34
Transferred to assets and liabilities on cash flow hedges	S4	6	—
Taxation on cash flow hedges	S4	(1)	(1)
		7	8
Exchange differences on translation of foreign operations		(165)	(217)
Share of other comprehensive (loss)/income of joint ventures and associates, net of taxation	S4	(15)	18
		(169)	(188)
Items that will not be recycled to the Group Income Statement:			
Net actuarial losses on defined benefit pension schemes	S4	(83)	(179)
Taxation on net actuarial losses on defined benefit pension schemes	S4	18	31
		(65)	(148)
Reversal of revaluation reserve, net of taxation and exchange differences	S4	(10)	(17)
Share of other comprehensive income/(loss) of joint ventures and associates, net of taxation	S4	21	(15)
Other comprehensive loss net of taxation		(223)	(368)
Total comprehensive (loss)/income for the year		(1,228)	582
Attributable to:			
Owners of the parent		(1,234)	590
Non-controlling interests		6	(8)

GROUP STATEMENT OF CHANGES IN EQUITY

	Share capital (note 25) £m	Share premium £m	Retained earnings £m	Other equity (note S4) £m	Total £m	Non-controlling interests (note S10) £m	Total equity £m
1 January 2013	321	929	4,186	491	5,927	—	5,927
Total comprehensive income/(loss)	—	—	950	(360)	590	(8)	582
Employee share schemes	—	2	(15)	70	57	—	57
Purchase of treasury shares	—	—	(2)	(500)	(502)	—	(502)
Amounts arising on acquisition	—	—	—	—	—	81	81
Distribution paid to non-controlling interests	—	—	—	—	—	(8)	(8)
Dividends paid to equity holders (note 11)	—	—	(864)	—	(864)	—	(864)
Taxation on share-based payments	—	—	—	(16)	(16)	—	(16)
31 December 2013	321	931	4,255	(315)	5,192	65	5,257
Total comprehensive (loss)/income	—	—	(1,012)	(222)	(1,234)	6	(1,228)
Employee share schemes	—	—	—	71	71	—	71
Purchase of treasury shares	—	—	(2)	(420)	(422)	—	(422)
Cancellations of shares held in treasury	(10)	—	(549)	559	—	—	—
Investment by non-controlling interests	—	—	—	—	—	283	283
Distribution paid to non-controlling interests	—	—	—	—	—	(18)	(18)
Dividends paid to equity holders (note 11)	—	—	(867)	—	(867)	—	(867)
Taxation on share-based payments	—	—	—	(5)	(5)	—	(5)
31 December 2014	311	931	1,825	(332)	2,735	336	3,071

The notes on pages 96 to 165 form part of these Financial Statements.

GROUP BALANCE SHEET

31 December	Notes	2014 £m	2013 £m
Non-current assets			
Property, plant and equipment	13	6,377	7,446
Interests in joint ventures and associates	14	2,395	2,658
Other intangible assets	15	1,991	1,905
Goodwill	15	2,609	2,819
Deferred tax assets	16	354	105
Trade and other receivables	17	87	150
Derivative financial instruments	19	313	227
Retirement benefit assets	22	185	205
Securities	24	263	202
		14,574	15,717
Current assets			
Trade and other receivables	17	6,226	5,446
Inventories	18	555	530
Derivative financial instruments	19	617	573
Current tax assets		88	151
Securities	24	11	9
Cash and cash equivalents	24	621	719
		8,118	7,428
Assets of disposal groups classified as held for sale		–	301
		8,118	7,729
Total assets		22,692	23,446
Current liabilities			
Derivative financial instruments	19	(1,565)	(506)
Trade and other payables	20	(5,667)	(5,630)
Current tax liabilities		(348)	(645)
Provisions for other liabilities and charges	21	(395)	(258)
Bank overdrafts, loans and other borrowings	24	(1,635)	(859)
		(9,610)	(7,898)
Liabilities of disposal groups classified as held for sale		–	(99)
		(9,610)	(7,997)
Non-current liabilities			
Deferred tax liabilities	16	(663)	(1,426)
Derivative financial instruments	19	(588)	(431)
Trade and other payables	20	(83)	(64)
Provisions for other liabilities and charges	21	(3,203)	(2,934)
Retirement benefit obligations	22	(123)	(165)
Bank overdrafts, loans and other borrowings	24	(5,351)	(5,172)
		(10,011)	(10,192)
Total liabilities		(19,621)	(18,189)
Net assets		3,071	5,257
Share capital	25	311	321
Share premium		931	931
Retained earnings		1,825	4,255
Other equity	S4	(332)	(315)
Total shareholders' equity		2,735	5,192
Non-controlling interests	S10	336	65
Total shareholders' equity and non-controlling interests		3,071	5,257

The Financial Statements on pages 92 to 165, of which the notes on pages 96 to 165 form part, were approved and authorised for issue by the Board of Directors on 19 February 2015 and were signed below on its behalf by:

Iain Conn
Chief Executive

GROUP CASH FLOW STATEMENT

Year ended 31 December	Notes	2014 £m	2013 £m
Group operating (loss)/profit including share of results of joint ventures and associates		(1,137)	1,892
Less share of profit of joint ventures and associates, net of interest and taxation	6	(132)	(171)
Group operating (loss)/profit before share of results of joint ventures and associates		(1,269)	1,721
Add back/(deduct):			
Depreciation, amortisation, write-downs and impairments		3,288	2,319
Profit on disposals		(372)	(21)
(Decrease)/increase in provisions		(37)	162
Defined benefit pension service cost and contributions		(83)	(87)
Employee share scheme costs		39	43
Unrealised losses/(gains) arising from re-measurement of energy contracts		1,160	(400)
Operating cash flows before movements in working capital		2,726	3,737
Decrease in inventories		4	78
Increase in trade and other receivables ⁽ⁱ⁾		(631)	(456)
(Decrease)/increase in trade and other payables ⁽ⁱ⁾		(50)	697
Operating cash flows before payments relating to taxes, interest and exceptional charges		2,049	4,056
Taxes paid	9(d)	(707)	(892)
Payments relating to exceptional charges		(125)	(224)
Net cash flow from operating activities		1,217	2,940
Purchase of businesses		(131)	(1,115)
Sale of businesses		658	140
Purchase of property, plant and equipment and intangible assets	4(f)	(1,456)	(1,615)
Sale of property, plant and equipment and intangible assets		17	17
Investments in joint ventures and associates		(26)	(51)
Dividends received from joint ventures and associates	14(a)	138	193
Repayments of loans to, and disposal of investments in, joint ventures and associates		109	59
Interest received		35	29
Sale/(purchase) of securities	24(c)	5	(8)
Net cash flow from investing activities		(651)	(2,351)
Issue and surrender of ordinary share capital for share awards, net of payments for own shares		25	20
Purchase of treasury shares under share repurchase programme		(422)	(502)
Investment by non-controlling interests	S10	119	–
Distribution to non-controlling interests	S10	(18)	(8)
Financing interest paid		(296)	(248)
Repayment of borrowings	24(c)	(518)	(400)
Cash received from borrowings, net of linked deposit	24(c)	1,311	1,209
Equity dividends paid		(864)	(862)
Net cash flow from financing activities		(663)	(791)
Net decrease in cash and cash equivalents		(97)	(202)
Cash and cash equivalents at 1 January		719	931
Effect of foreign exchange rate changes		(1)	(10)
Cash and cash equivalents at 31 December		621	719
Included in the following line of the Group Balance Sheet:			
Cash and cash equivalents	24(c)	621	719

(i) Includes net outflow of £640 million of cash collateral in 2014 (2013: £82 million inflow). See note 24(c).

The notes on pages 96 to 165 form part of these Financial Statements.

Exhibit 1

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Direct Energy Services, LLC a(n) Delaware limited liability company registered to do business in New Hampshire on June 25, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of July, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire
Department of State
Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Registration as a Foreign Limited Liability Company. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Registration as a Foreign Limited Liability Company.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 728207

Mailing address - 107 North Main Street, State House room 204, Concord, N.H. 03301-4989

Physical Location - 25 Capitol Street, State House Annex - 3rd Floor, Concord NH

corp

Forms on Web - www.nh.gov/sos/corporate

State of New Hampshire

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00
Use black print or type.

Filed
Date Filed: 06/25/2015
Business ID: 728207
William M. Gardner
Secretary of State

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is Direct Energy Services LLC

SECOND: The name which it proposes to register and do business in New Hampshire is Direct Energy Services, LLC

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is June 22, 2004

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is Intends to offer power supply to residential and small commercial customers in New Hampshire at a fixed and/or variable rates in the service territories Eversource, Liberty Utilities, UES- Unitil Energy Systems, and NHEC - New Hampshire Electric Cooperative, Inc.

SIXTH: The name of its registered agent in New Hampshire is Corporate Creations Network Inc.

and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address in New Hampshire) 3 Executive Park Drive , #201A, Bedford, NH 03110

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

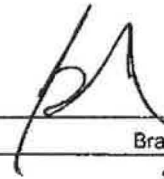
State of New Hampshire
Form FLLC 1 - Application for Foreign Registration FLLC 8 Page(s)



T1517652019

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: 
Print or type name: Bray Dohrwardt
Title: Secretary
Date signed: June 5, 2015

Complete address of person signing: 12 Greenway Plaza, Ste. 250
Houston, TX 77046

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:
ruth.cannon@directenergy.com

* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, **DATED AND SIGNED ORIGINAL AND FORM SRA** to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3rd Floor, Concord, NH 03301.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DIRECT ENERGY SERVICES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF JUNE, A.D. 2015.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "DIRECT ENERGY SERVICES, LLC" WAS FORMED ON THE TWENTY-SECOND DAY OF JUNE, A.D. 2004.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3819310 8300

150902892

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2452655

DATE: 06-10-15

Direct Energy Business Marketing, LLC
12 Greenway Plaza, Suite 250
Houston, TX 77046

June 22, 2015

Direct Energy Services, LLC
12 Greenway Plaza, Suite 250
Houston, TX 77046

Secretary of State
State of New Hampshire

Ladies and Gentlemen:

By this letter Direct Energy Business Marketing, LLC, a Delaware limited liability company, hereby consents to the use of the name "Direct Energy Services, LLC" by Direct Energy Services, LLC, a Delaware limited liability company ("DES"), in qualifying or registering DES to transact business as a foreign corporation in the State of New Hampshire under the New Hampshire Limited Liability Company Laws, and in so transacting business in that state following that qualification or registration.

On behalf of Direct Energy Business
Marketing, LLC, a Limited Liability Company

By: _____

Bray Dohrwardt
Secretary

Direct Energy Business, LLC
12 Greenway Plaza, Suite 250
Houston, TX 77046

June 22, 2015

Direct Energy Services, LLC
12 Greenway Plaza, Suite 250
Houston, TX 77046

Secretary of State
State of New Hampshire

Ladies and Gentlemen:

By this letter Direct Energy Business, LLC, a Delaware limited liability company, hereby consents to the use of the name "Direct Energy Services, LLC" by Direct Energy Services, LLC, a Delaware limited liability company ("DES"), in qualifying or registering DES to transact business as a foreign corporation in the State of New Hampshire under the New Hampshire Limited Liability Company Laws, and in so transacting business in that state following that qualification or registration.

On behalf of Direct Energy Business, LLC, a
Limited Liability Company

By: 

Bray Dohrwardt
Secretary

Direct Energy New York Corporation
12 Greenway Plaza, Suite 250
Houston, TX 77046

June 22, 2015

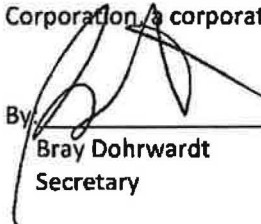
Direct Energy Services, LLC
12 Greenway Plaza, Suite 250
Houston, TX 77046

Secretary of State
State of New Hampshire

Ladies and Gentlemen:

By this letter Direct Energy New York Corporation, a Delaware corporation, hereby consents to the use of the name "Direct Energy Services, LLC" by Direct Energy Services, LLC, a Delaware limited liability company ("DES"), in qualifying or registering DES to transact business as a foreign corporation in the State of New Hampshire under the New Hampshire Limited Liability Company Laws, and in so transacting business in that state following that qualification or registration.

On behalf of Direct Energy New York
Corporation, a corporation

By: 
Bray Dohrwardt
Secretary

Astrum Solar, Inc. dba Direct Energy Solar
12 Greenway Plaza, Suite 250
Houston, TX 77046

June 22, 2015

Direct Energy Services, LLC
12 Greenway Plaza, Suite 250
Houston, TX 77046

Secretary of State
State of New Hampshire

Ladies and Gentlemen:

By this letter Astrum Solar, Inc. dba Direct Energy Solar, a Maryland corporation, hereby consents to the use of the name "Direct Energy Services, LLC" by Direct Energy Services, LLC, a Delaware limited liability company ("DES"), in qualifying or registering DES to transact business as a foreign corporation in the State of New Hampshire under the New Hampshire Limited Liability Company Laws, and in so transacting business in that state following that qualification or registration.

On behalf of Astrum Solar, Inc. dba Direct
Energy Solar, a corporation

By: 

Bray Dohrwardt
Secretary

**Form SRA – Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws**

Part I – Business Identification and Contact Information

Business Name: Direct Energy Services, LLC

Business Address (include city, state, zip): 12 Greenway Plaza, Ste. 250, Houston, TX 77046

Telephone Number: (713) 904-7121 E-mail: ruth.cannon@directenergy.com

Contact Person: Ruth Cannon

Contact Person Address (if different): _____

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. _____ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
A) This business has 10 or fewer owners; and
B) Advertising relating to the sale of ownership interests has not been circulated; and
C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. _____ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____
3. _____ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____
4. ☒ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III – Check ONE of the following items in Part III:

1. ☒ This business is not being formed in New Hampshire.
2. _____ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): Bray Dohrwardt

Signature: 

Date signed: June 5, 2015

Name (print): _____

Signature: _____

Date signed: _____

Name (print): _____

Signature: _____

Date signed: _____

Exhibit 2

Direct Energy Services, LLC

Current Appointments Board Positions

Name	Position	Appointed	Appt. Grp.	Status	Reminder	Att.	
Asthana, Manu	Director	08/14/2014					
User Group	Alternate To	Level	Notes				
		1					
Schultz, John	Director	08/14/2014					
User Group	Alternate To	Level	Notes				
		1					

Officers

Name	Position	Appointed	Appt. Grp.	Status	Reminder	Att.	
Galligan, Craig	Assistant Secretary	08/14/2014					
User Group	Alternate To	Level	Notes				
		1					
Dohrwardt, Bray	Secretary	03/01/2015					
User Group	Alternate To	Level	Notes				
		1					
Asthana, Manu	Co-President	08/14/2014					
User Group	Alternate To	Level	Notes				
		1					
Schultz, John	Co-President	08/14/2014					
User Group	Alternate To	Level	Notes				
		1					
Kruger, Randy	Co-Treasurer	08/14/2014					
User Group	Alternate To	Level	Notes				
		1					
Williamson, John	Co-Treasurer	08/14/2014					
User Group	Alternate To	Level	Notes				
		1					

Exhibit 3

Jurisdictions of Operation – Direct Energy Services, LLC

Name: Direct Energy Services, LLC
Business Address: 12 Greenway Plaza, Suite 250 Houston, TX 77046

States where Direct Energy is licensed and now engaged in the retail sale of electricity or gas:

Docket # 06-06-06(Electric)/Connecticut; Registration # 01-04/Connecticut; Order No. 13816(Power)/D.C.; Certificate No. 6790(Electric)/Delaware; Docket # 05-0722(Power)/Illinois; Docket # 05-0086(Gas)/Illinois; License # CS-047(Power)/Massachusetts; License # GS-028(Gas)/Massachusetts; License # IR-719(Power)/Maryland; License # IR-791(Gas)/Maryland; Docket # 2005-479(Power)/Maine; Case No. U-14537(Gas)/Michigan; License # ESL-0078(Power)/New Jersey; License # GSL-0088(Gas)/New Jersey; Letter Order 2015 (Power & Gas)/New York; License # 02-024(3)(Gas)/Ohio; Docket # 00-019E(6)(Power)/Ohio; License # A-110164(Power)/Pennsylvania; License # A-125135(Gas)/Pennsylvania; Docket # D-96-6(U2)(Power)/Rhode Island; Docket # 2379(T1)(Gas)/Rhode Island;

States Not Currently Serving Customers

Case No. U-14724(Power)/Michigan; License # 1341(Power)/California

Affiliate(s) other than a regulated electricity of natural gas utility currently serving retail customers or engaged in the retail sale of electricity, or electricity supply services, or natural gas:

Name: Direct Energy, LP
Business Address: 12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance: Rep# 10040/Texas

Name: CPL Retail Energy, LP
Business Address: 12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance: Rep# 10023/Texas

Name: WTU Retail Energy, LP
Business Address: 12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance: Rep# 10022/Texas

Name: First Choice Power Special Purpose, LP
Business Address: 12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance: Rep# 10008/Texas

Name: Gateway Energy Services Corporation
Business Address: 12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance: License # A-2009-2137275(Electric)/Pennsylvania; License # IR-334 (Gas)/Maryland & License # IR-340 (Electric); License # GSL-0146(Gas)/New Jersey & License # ESL-0166(Electric);

Name: Bounce Energy, Inc.
Business Address: 12 Greenway Plaza, Suite 600, Houston, TX 77046

License #/State of Issuance:	License # 10162(Electric)/Texas
Name:	Bounce Energy PA, LLC
Business Address:	12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance:	License # A-2011-2246617(Electric)/Pennsylvania
Name:	Bounce Energy NY, LLC
Business Address:	12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance:	New York
Name:	NYSEG Solutions, LLC
Business Address:	12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance:	New York
Name:	Energetix DE, LLC
Business Address:	12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance:	License # A-2009-2139809 (Gas)/Pennsylvania; New York
Name:	Direct Energy Business Marketing, LLC
Business Address:	12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance:	Docket # GA-2013-03-1/D.C.; Gas
License #/State of Issuance:	Docket # EA-2013-12/D.C.; Power
License #/State of Issuance:	Certificate No. 8425/Delaware; Power
License #/State of Issuance:	License # IR-3108/Maryland; Gas
License #/State of Issuance:	License # IR-3123/Maryland; Power
License #/State of Issuance:	License # CS-108/Massachusetts; Power
License #/State of Issuance:	License # GS-051/Massachusetts; Gas
License #/State of Issuance:	Docket 2013-00404/Maine; Power
License #/State of Issuance:	DM 13-260/New Hampshire; Power
License #/State of Issuance:	DM 13-121/New Hampshire; Gas
License #/State of Issuance:	License # ESL0142/New Jersey; Power
License #/State of Issuance:	License # GSL0128/New Jersey; Gas
License #/State of Issuance:	Docket # 13-1278-EL-CRS/Ohio; Power
License #/State of Issuance:	Docket # 13-0835-GA-CRS/Ohio; Gas
License #/State of Issuance:	Letter Order 2015/New York; Power & Gas
License #/State of Issuance:	License G-7/Virginia; Gas
License #/State of Issuance:	License A-2013-2368464/Pennsylvania; Power
License #/State of Issuance:	License A-2013-2365792/Pennsylvania; Natural Gas
License #/State of Issuance:	License A-2013-2364766/Pennsylvania; Power
License #/State of Issuance:	Docket # D-96-6(J6)/Rhode Island; Power
Name:	Direct Energy Small Business, LLC
Business Address:	12 Greenway Plaza, Suite 600, Houston, TX 77046
License #/State of Issuance:	License # A-2012-2292611(Electric)/Pennsylvania; License # A-2012-2301127 (Gas)/Pennsylvania; Maryland & License # IR-2796 (Electric); License # ESL-0167 (Electric)/New Jersey; License # GSL-0147 (Gas)/New Jersey; New York
Name:	Direct Energy Business, LLC
Business Address:	1001 Liberty Avenue, Pittsburgh, PA 15222
License #/State of Issuance:	License # R1837770-1(Power)/Arizona; License # 1351(Power)/California; Docket # 00-05-14(Power)/Connecticut; Docket No. 99-400(Power)/Delaware; License # EA-04-4-4(Power)/D.C.; Docket No. 04-0811(Power)/Illinois; Docket No. 2011-

201(Power)/Maine; License # IR-437(Power)/Maryland; License # CS-021(Power)/Massachusetts; License # GS-052(Gas)/Massachusetts; Docket # U-13609(Power)/Michigan; License # ESL-0165(Power)/New Jersey; License # GSL-0145(Gas)/New Jersey; Letter Order 2015 (Power & Gas)/New York; Certificate # 00-005(5)(Power)/Ohio; License # A-110025(Power)/Pennsylvania; Docket # D-96-6(Z)(Power)/Rhode Island; Certificate # 10011(Power)/Texas

State Not Currently Serving Customers

License # IR-2697(Gas)/Maryland

Exhibit 4

Summary of U.S. Legal and/or Regulatory Proceedings

In the interest of full disclosure, certain Direct Energy entities have been the subject of legal and regulatory proceedings, which are summarized directly below with more detailed explanations following.

- Direct Energy, LP has been the subject of legal and/or regulatory proceedings in Texas.
- Direct Energy Services, LLC has been the subject of legal and/or regulatory proceedings in Connecticut and with the Federal Energy Regulatory Commission (FERC).
- Direct Energy Marketing Limited (Canada) has been the subject of legal and/or regulatory proceedings in Alberta.

Direct Energy, LP: Texas

In June 2015, Direct Energy, LP agreed to pay an administrative penalty in the amount of \$220,000 under a settlement with Staff of the Public Utility Commission of Texas to resolve allegations that it initiated disconnection of customers during a weather moratorium. As a result of an administrative error, Direct initiated disconnections for failure to maintain a current balance above the disconnection balance against 252 customers in counties affected by the extreme weather emergencies, of which ten disconnections were completed by Oncor. Since that time, Direct Energy has proactively implemented more efficient internal controls to ensure that TDU notifications of a weather emergency are implemented within one hour of receipt of that notification.

Direct Energy Services, LLC: Connecticut

In June 2013, the Connecticut Public Utilities Regulatory Authority ("PURA") opened an investigation into the trade practices of three electric suppliers in the state, which included Direct Energy ("Direct"). The PURA alleged that it had received numerous customer complaints regarding billing, slamming and quality of service against Direct. In October 2013, Direct answered a series of interrogatories issued by the PURA. PURA staff and the Office of Consumer Counsel propounded additional interrogatories in mid-2015, which Direct Energy has answered. The case remains open at PURA, with no procedural scheduling currently in place.

In October 2014, the PURA re-opened Direct's licensing docket as a result of Direct's self-report regarding a process breakdown that resulted in a failure to send renewal notices to customers. The PURA intends to fully examine Direct's compliance with the Connecticut General Statutes, and determine if civil penalties will be applied. Direct had already begun to issue refunds to impacted customers when it submitted the information about its renewal notices.

Direct Energy Services, LLC: FERC

In August 2014, FERC issued an Order Approving Stipulation and Consent Agreement, resolving a nonpublic investigation conducted by FERC's Office of Enforcement ("Enforcement") stemming from a self-report by Direct Energy. The investigation examined whether Direct Energy violated the FERC's Anti-Market Manipulation Rule by manipulating natural gas prices during May 2012 in order to benefit its related financial positions. Direct Energy acted promptly when it became aware of the facts, and following an extensive self-report and cooperation during a subsequent non-public investigation conducted by Enforcement, Direct Energy agreed to pay a civil penalty of

\$20,000 to resolve any potential civil and administrative disputes arising from Enforcement's investigation and to disgorge profits related to this activity.

Direct Energy Marketing Limited: Alberta, Canada

One of Direct Energy's Canadian affiliates is Direct Energy Marketing Limited ("DEML"), which operates a business unit in Alberta called Direct Energy Regulated Services ("DERS"). DERS is a regulated retail provider of natural gas and electricity. As such DERS is often involved in regulatory proceedings in the natural course of operating a regulated business. In addition, DERS is also subject to regular regulatory investigations and audits as required by Alberta legislation. None of these investigations or audits has resulted in any negative findings against DERS.

In March 2014, a judge certified a class action lawsuit against Direct Energy Marketing Limited. The plaintiff, a DERS customer in Beaumont, Alberta, brings this claim on behalf of herself and all other similarly situated customers. She seeks damages for alleged illegal interest and late payment penalties.

Exhibit 5

Summary of U.S. Legal and/or Regulatory Proceedings

In the interest of full disclosure, certain Direct Energy entities have been the subject of legal and regulatory proceedings, which are summarized directly below with more detailed explanations following.

- Direct Energy, LP has been the subject of legal and/or regulatory proceedings in Texas.
- Direct Energy Business, LLC has been the subject of a regulatory proceeding with the California ISO.
- Direct Energy Services, LLC has been the subject of legal and/or regulatory proceedings in Connecticut, Michigan, New York, and with the Federal Energy Regulatory Commission (FERC).
- CPL Retail Energy, LP was issued a notice of violation in 2011 as a result of the PUCT (TX) compliance audit program.
- Gateway Energy Services Corporation d/b/a Gateway Power Services was issued a notice of violation in 2011 as a result of the PUCT compliance audit program.
- First Choice Power Special Purpose, LP has been the subject of legal and/or regulatory proceedings in Texas.

Direct Energy, LP: Texas

In December, 2002, the PUCT issued NOVs to 25 different REPs who missed the requisite 21-day timeframe for responding to customer complaints forwarded by the PUCT. In addition, there were a number of alleged violations for failing to provide sufficient documentation related to a complaint. Many of these cases were resolved through settlement agreements, which were subsequently approved by the PUCT. Republic Power, LP (d/b/a/ Energy America), operating under the certificated name, Direct Energy, LP, received two NOVs and worked with PUCT Staff to reach a settlement in both cases. The settlements included recommended administrative penalties totaling \$25,650. In March 2007 the PUCT Staff filed proposed final orders in this case.

In August 2007, Direct Energy and the Staff of the PUCT filed a Settlement Agreement and Report to the Commission (Docket No. 34671) to resolve a matter related to differing interpretations of the existing PUCT rules for renewal of electric service with respect to small commercial customers. Direct Energy's renewal practice for small commercial customers was to send renewal notices to its customers whose contracts were about to expire. The notices offered to renew the contracts for another 24-month term, and would be effective if the customer did not take action by a specific, disclosed date. The notices included the appropriate disclosures of the renewal product's terms, including notice of an early cancellation fee. Each small commercial customer was also provided the opportunity to contact the Company to decline the renewal offer without penalty. This process allowed Direct Energy's customers to continue receiving service with the Company on a product comparable to their existing contract without taking any further action.

After investigating Direct Energy's renewal practices, PUCT Staff concluded that Direct Energy and Staff interpreted the existing rules related to renewals differently and that Direct Energy's interpretation was incorrect. Specifically, PUCT Staff believes that renewing customers for a time period greater than 31 days requires the customer's affirmative consent; however, it was explicitly noted in the Settlement Agreement that:

Summary of U.S. Legal and/or Regulatory Proceedings

- Direct Energy and PUCT Staff interpreted the PUCT rules “differently, and although Staff contends that the Company’s interpretation of this rule was incorrect, Staff found no evidence of any willful or negligent violation.”
- “Direct Energy fully cooperated with Staff’s investigation.”
- “After being notified of Staff’s concerns regarding Direct Energy’s contract renewal practices, the Company voluntarily modified its contract renewal practices to address the issues raised by Staff.”

In December 2007, the Commission issued a Final Order approving a revised Settlement Agreement between Commission Staff and Direct Energy, in which Direct Energy agreed to: 1) provide notice to all affected customers that they are no longer subject to a term commitment and may choose another service plan or provider without being charged a cancellation fee; 2) provide refunds of early cancellation penalties that may have been levied; and 3) expend \$695,000 to fund the development and presentation of an education program regarding the retail electric market in the Electric Reliability Council of Texas targeted to small commercial customers in lieu of paying an administrative penalty.

Prior to April 2009, Direct Energy, LP failed to render monthly bills to some of its Texas customers in accordance with PUCT rules as a result of the transition of its previous billing system to a comprehensive customer information and billing system. In response to the delayed billings, Direct Energy self-reported the issue to Commission Staff.

Commission Staff initiated an investigation in the matter. Direct Energy fully cooperated with the investigation. Direct Energy developed and instituted corrective action plans related to its billing system that are designed to ensure that the billing system renders timely bills. In addition, Direct Energy prepared its call center to be responsive to customer needs; set up a special toll-free phone number dedicated to answering customer questions and working with customers on deferred payment plans; conducted an outreach program to contact affected customers to advise them of the issue and to assure them that Direct Energy would work with them on extended payment arrangements once the customers received their bills; and sent letters to impacted customers with a gift card.

On June 19, 2009, Direct Energy and Commission Staff filed an Agreement resolving the violation. On August 14, 2009, the PUCT issued a Final Order approving the Settlement Agreement, in which Direct Energy agreed pay an administrative penalty of \$200,000. The agreement stipulated that Direct Energy complied with PUCT rules relating to bill payments and adjustments while resolving the issues presented, and that those actions ameliorated the impact on the small percentage of Direct Energy’s customers who were impacted by the transition complications. In addition, the agreement acknowledged Direct Energy’s efforts to conform to the Customer Protection Rules in good faith, and that there was no evidence of Direct Energy’s willful violation of those rules, and that Direct Energy worked aggressively to resolve the problem and manage customer impacts.

In September 2013, Direct Energy, LP (“Direct Energy”) entered into a Settlement Agreement with Staff of the PUCT to resolve the PUCT’s investigation of Direct Energy for violations of the PUCT’s substantive rules relating to telephonic enrollment, record retention, a customer’s right of rescission, re-enrollment without affirmative consent, and informal complaint handling. The Settlement Agreement provides for a resolution of the issues and an administrative penalty of \$28,000. The Settlement Agreement provides that Direct Energy worked diligently to keep Commission Staff informed of its progress to resolve the issues and was proactive in

Summary of U.S. Legal and/or Regulatory Proceedings

communicating with and working with affected customers to minimize the impacts to them. Direct Energy's mitigation efforts included the addition of 180 agents to the call center since December 2012, and setting a new company policy to respond to complaints in less than the 21-day requirement.

In June 2015, Direct Energy, LP agreed to pay an administrative penalty in the amount of \$220,000 under a settlement with Staff of the Public Utility Commission of Texas to resolve allegations that it initiated disconnection of customers during a weather moratorium. As a result of an administrative error, Direct initiated disconnections for failure to maintain a current balance above the disconnection balance against 252 customers in counties affected by the extreme weather emergencies, of which ten disconnections were completed by Oncor. Since that time, Direct Energy has proactively implemented more efficient internal controls to ensure that TDU notifications of a weather emergency are implemented within one hour of receipt of that notification.

Direct Energy Business, LLC: California ISO

In August 2008, the California ISO ("CAISO") issued a \$93,364 penalty against Strategic Energy, LLC (n/k/a Direct Energy Business, LLC) in connection with a failure by a contracting partner, San Diego Gas & Electric, to adequately report load meter data for the April 27 – May 28, 2007 trading days. Strategic Energy identified this error and promptly self-reported it to the CAISO; however, pursuant to the CAISO's tariff, which is approved by the Federal Energy Regulatory Commission ("FERC"), a penalty is mandatory. Strategic Energy worked with its Wholesale Compliance team to develop procedures to prevent future occurrences of this nature.

Direct Energy Services, LLC: Connecticut

In June 2013, the Connecticut Public Utilities Regulatory Authority ("PURA") opened an investigation into the trade practices of three electric suppliers in the state, which included Direct Energy ("Direct"). The PURA alleged that it had received numerous customer complaints regarding billing, slamming and quality of service against Direct. In October 2013, Direct answered a series of interrogatories issued by the PURA. PURA staff and the Office of Consumer Counsel propounded additional interrogatories in mid-2015, which Direct Energy has answered. The case remains open at PURA, with no procedural scheduling currently in place.

In October 2014, the PURA re-opened Direct's licensing docket as a result of Direct's self-report regarding a process breakdown that resulted in a failure to send renewal notices to customers. The PURA intends to fully examine Direct's compliance with the Connecticut General Statutes, and determine if civil penalties will be applied. Direct had already begun to issue refunds to impacted customers when it submitted the information about its renewal notices.

Direct Energy Services, LLC: Michigan

In February 2013, the Michigan Public Service Commission ("MPSC") issued an order accepting Direct Energy Services' ("Direct") self-report regarding allegations of slamming by field sales agents. Four agents purposefully manipulated Direct's quality assurance measures by impersonating customers for third-party verification calls, thereby fraudulently enrolling multiple small business accounts. In response to several slamming complaints received by the MPSC, Direct immediately terminated the agents, suspended sales and conducted a thorough investigation. Direct submitted a formal self-report regarding the violations of applicable anti-slamming laws and regulations, proposing remedial quality assurance measures, retraining of agents, implementation of paper contracting, regular quality meetings with MPSC staff and a charitable donation to a regional organization. MPSC accepted Direct's self-report without any

Summary of U.S. Legal and/or Regulatory Proceedings

changes to the proposed remedial actions, and after a six month suspension of small business field sales, MPSC approved Direct's restarting of field sales in the region.

Direct Energy Services, LLC: New York

In July 2013, the New York Public Service Commission ("PSC") issued a Show Cause Order to Direct Energy Services, LLC (operating through its subsidiary NYSEG Solutions, LLC (formerly NYSEG Solutions, Inc.)). In 2012, Direct had purchased NYSEG Solutions, Inc. from Iberdrola USA Solutions, Inc. ("Iberdrola"), an affiliate of Iberdrola, S.A., which owned the utility - New York State Electric and Gas Company ("NYSEG"). In the same year, Iberdrola entered into a Trademark License Agreement with Direct, whereby Direct was granted a non-exclusive, non-transferable, non-assignable license to use the NYSEG Solutions, Inc. name and marks for a period of up to five years. The Show Cause Order required Direct to show cause why the PSC should not prohibit its continued use of the name "NYSEG Solutions" when marketing to customers. The PSC's Order alleged that use of the name NYSEG Solutions would create an impression with consumers that they were dealing with the utility rather than with an affiliate of Direct Energy, and that subsequent disclaimers may not undo that association. Direct Energy filed its response in September 2013. Prior to the PSC's Show Cause Order, Direct had engaged in good faith negotiations with PSC Staff to add certain disclaimers to NYSEG Solutions' marketing materials and other notices. Staff approved the materials on an interim basis, and assured Direct that this interim period would continue until the PSC convened a generic proceeding to investigate all uses by energy service companies of the trade names and trademarks similar to those use by utilities regulated by the Commission. No such generic proceeding had been initiated when the Show Cause Order was issued. In April 2014, the PSC issued Discovery Requests to Direct, and Direct has submitted the information requested. The case remains open at the Commission.

Direct Energy Services, LLC: FERC

In August 2014, FERC issued an Order Approving Stipulation and Consent Agreement, resolving a nonpublic investigation conducted by FERC's Office of Enforcement ("Enforcement") stemming from a self-report by Direct Energy. The investigation examined whether Direct Energy violated the FERC's Anti-Market Manipulation Rule by manipulating natural gas prices during May 2012 in order to benefit its related financial positions. Direct Energy acted promptly when it became aware of the facts, and following an extensive self-report and cooperation during a subsequent non-public investigation conducted by Enforcement, Direct Energy agreed to pay a civil penalty of \$20,000 to resolve any potential civil and administrative disputes arising from Enforcement's investigation and to disgorge profits related to this activity.

CPL Retail Energy, LP: Texas

In May 2011, CPL Retail Energy, LP entered into a settlement agreement with Staff of the PUCT in Docket No. 39285. This agreement resolved and concluded an investigation that was initiated as part of a compliance audit program applicable to all retail electric providers as instituted by the PUCT. As part of the settlement, CPL Retail Energy agreed to pay an administrative penalty of \$18,000 for alleged violations committed by the company.

Gateway Energy Services Corporation d/b/a Gateway Power Services: Texas

In 2011, Gateway Energy Services Corp. d/b/a Gateway Power Services ("Gateway") entered into a settlement agreement with Staff of the PUCT. This agreement resolved and concluded an investigation that was initiated as part of a compliance audit program applicable to all retail electric providers as instituted by the PUCT. As part of the settlement, Gateway agreed to pay an administrative penalty of \$17,000 for alleged violations committed by the company.

First Choice Power Special Purpose, LP: Texas

First Choice Power Special Purpose, LP ("First Choice") entered into a settlement agreement in 2010 with Staff of the PUCT. This agreement resolved and concluded an investigation that was initiated as part of a compliance audit program applicable to all retail electric providers as instituted by the PUCT. As part of the settlement, First Choice agreed to pay an administrative penalty of \$16,500 for alleged violations committed by the company.

First Choice Power Special Purpose, LP: Texas

In March 2013, First Choice Power Special Purpose, LP entered into a settlement agreement with Staff of the PUCT regarding alleged violations concerning selection of a retail electric provider. The settlement agreement provided for a resolution of the issues and an administrative penalty of \$25,000. The violations related to nine separate customer complaints of an unauthorized switch received by the PUCT during the period January 2011 – October 2011.

Exhibit 6

**SCHEDULE A TO TERMS AND CONDITIONS****RATE PLAN SUMMARY**

Electricity supply service in

Eversource Energy

**INITIAL / RENEWAL TERM
SUPPLY RATE**

Fixed rate of \$x.xxxx per kWh.

AVERAGE PRICES

The information in the following table is required by the New Hampshire Public Utilities Commission and shows the average price per kWh for electricity at different usage levels where a supplier imposes a flat fee or charge, such as a monthly customer service charge, in addition to your price per kWh. You will be billed based on your actual usage at the applicable fixed or variable rate. The information in this table only provides examples.

AVERAGE MONTHLY USE

250 kWh 500 kWh 750 kWh 1,000 kWh 1,500 kWh 2,000 kWh

AVERAGE PRICE PER KWH

\$x.xxxx \$x.xxxx \$x.xxxx \$x.xxxx \$x.xxxx \$x.xxxx

RATE PLAN TYPEIf this box ☐ is checked, you chose the Comfort & Control Plan!**INITIAL TERM**

xx monthly billing cycles.

EFFECTIVE DATE

The Initial Term of this Agreement will start on the next available meter read date after your electric generation supplier is changed to Direct Energy by your Utility.

**EARLY CANCELLTION
FEES DURING INITIAL
TERM**

\${ETF}

**RENEWAL PERIOD FOR
SUPPLY RATE**

Prior to the expiration date of the Initial Term, you will receive a written notification explaining the proposed changes to the terms of service and your options going forward. The notification will be provided at least thirty (30) days in advance. If you find the change(s) unacceptable, you may choose another supplier or return to Utility service without any penalty to you. If you do not respond to the notifications, your service with Direct Energy will continue under the new terms and the Agreement, as amended, will automatically renew month-to-month basis or to another fixed term contract as set forth in the notifications with no early cancellation fee or device cost recovery fee.

**ELECTRIC/NATURAL GAS
CONTACT INFORMATION
AND EMERGENCY
CONTACT**

For energy emergencies, please contact (800) 662-7764. For general inquiries, please call (800) 662-7764 or write to PO BOX 330 Manchester, NH 03105-0330.

Your Utility will remain responsible for the delivery of power and/or natural gas to your home and will continue to respond to any service calls and emergencies. Switching to Direct Energy will not impact the reliability of your electric and/or natural gas service. Your Utility will continue to bill you on their regular billing cycles, and their bill will include the charges under your Agreement with Direct Energy. Your payments will be due as set out in those bills.



NEW HAMPSHIRE RESIDENTIAL & SMALL COMMERCIAL TERMS OF SERVICE

For Electric Supply Service
Direct Energy Service, LLC

1. Terms of Service. These Terms of Service together with the Rate Plan Summary (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement") between you and Direct Energy Services, LLC ("Direct Energy"), a Competitive Electric Power Supplier ("CEPS"). "Rate Plan Summary" means, as applicable, either the section of the enrollment consent form/letter of authorization entitled 'Rate Plan Summary' or the Schedule A accompanying these Terms of Service entitled 'Rate Plan Summary – Schedule A to Terms of Service.'

2. Agreement to Purchase Electric Generation Service. This Agreement serves as the agreement for electric generation service to be provided to you by Direct Energy. This Agreement is subject to the occurrence of the following conditions: (a) your receipt of this Agreement from Direct Energy; (b) Direct Energy's acceptance of this Agreement; (c) your Electric Utility's ("Utility") acceptance of your enrollment; and (d) your applicable rescission period (see Section 8 below) having run. You agree to become a Direct Energy customer and appoint Direct Energy as your limited agent to perform the necessary tasks associated with your electric generation service and fulfill the terms of this Agreement. You authorize Direct Energy to obtain information from your Utility that includes your billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Direct Energy agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured and/or estimated by your Utility, all in accordance with the terms and conditions set forth in this Agreement. Your electricity will be delivered to you by your Utility. You understand that as part of Direct Energy's process of qualifying you for this Agreement and continuing service under this Agreement, Direct Energy may investigate at any time and from time-to-time your credit history and choose to obtain a consumer credit report on you from a consumer-reporting agency. If Direct Energy learns that your credit, payment history, or account status is not satisfactory, Direct Energy may decline to provide retail electric service or any other

service or product. Please note the following: Direct Energy is licensed by the New Hampshire Public Utilities Commission (the "Commission") as a Competitive Electric Power Supplier to offer and supply electric generation services in New Hampshire. Direct Energy's license number is X-XXXXX. Direct Energy sets the Generation Service Charges that you pay. Electric generation service is competitively priced and is not regulated by the Commission. This charge depends on the contract between the customer and the CEPS. This service is included in the price that Direct Energy charges you, as described in the Rate Plan Summary. The Commission regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services.

If you need more information about choosing a supplier, please refer to: the website at: <http://www.puc.state.nh.us/Consumer/consumer.htm>

3. Term of Agreement. The Initial Term (as defined in the Rate Plan Summary) of this Agreement will begin on the meter read date that your CEPS is changed to Direct Energy by the Utility, and will continue for the number of monthly billing cycles set forth in the Rate Plan Summary. This Agreement will be effective during the Initial Term and through any Renewal Periods (as defined in Section 8) subject to the cancellation provisions of Sections 8 through 10 below.

4. Comfort & Control Plan. If you are purchasing our Comfort & Control Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that includes electric generation service and at least one (1) but no more than (3) NEST Learning Thermostats. You may request up to three (3) NEST Learning Thermostats; however, Direct Energy may limit the number of NEST Learning Thermostats provided to you in its sole discretion. To be eligible to enroll in the Comfort & Control Plan you (i) must reside in a single family home and (ii) have high speed, wireless internet service (dial up and mobile internet access is not compatible). The NEST Learning Thermostat works with a significant majority (but not all) of the heating and cooling systems in the market. You may check the compatibility of the NEST Learning Thermostat with your heating and/or cooling system at the following website <https://nest.com/support/>. If you cancel this Agreement after the Rescission Period (as defined in Section 8) but within the Initial Term, then

you will be required to pay us a device cost recovery fee in the amount set forth in the Rate Plan Summary per NEST Learning Thermostat. You cannot return the NEST Learning Thermostat(s) to avoid the device cost recovery fee.

5. Back to Business Plan. If you are purchasing our Back to Business Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that includes electricity service and at least one (1) but no more than (3) NEST Learning Thermostats. You may request up to three (3) NEST Learning Thermostats; however, Direct Energy may limit the number of NEST Learning Thermostats provided to you in its sole discretion. To be eligible to enroll in the Back to Business Plan, you must have high speed internet service (Dial up and mobile internet access is not compatible). The NEST Learning Thermostat works with a significant majority (but not all) of the heating and cooling systems in the market. You may check the compatibility of the NEST Learning Thermostat with your heating and/or cooling system at the following website <https://nest.com/support/>. If you cancel this Agreement after the Rescission Period (as defined in Section 8) but within the Initial Term (as defined in Section 3), then you will be required to pay us a device cost recovery fee in the amount set forth in the Rate Plan Summary per NEST Learning Thermostat.

6. Pricing, Billing and Payment Terms. During the Initial Term, you will pay Direct Energy for your Electric Generation Service at the price set forth in the Rate Plan Summary. The Initial Term Rate is for Electric Generation Service but excludes other taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges. Electric generation service prices of CEPS such as Direct Energy are set competitively and are not regulated by the Commission. As to billing and payment terms, your Utility will send you a bill monthly (or on such other frequency as it may determine) and that bill will contain, among other charges, Direct Energy's Generation Service Charges for the amount of electricity you used during the billing cycle. That amount will be measured or estimated by the Utility. Your payment will be due to the Utility by the date specified in the Utility bill. If you fail to pay it on time, you could be subject to interest and late charges imposed by the Utility, and your service could be disconnected. Your Utility may offer you budget,

levelized or other payment plans.

7. Renewal and Notice of a Change to this Agreement. Prior to the expiration date of the Initial Term, you will receive a written notification explaining the proposed changes to the terms of service and your options going forward. If you find the change(s) unacceptable, you may choose another supplier or return to Utility service without any penalty to you. If you do not respond to the notifications, your service with Direct Energy will continue under the new terms and the Agreement, as amended, will automatically renew month-to-month basis **or** to another fixed term contract, ("Renewal Period") as set forth in the notifications, with no early cancellation fee or device cost recovery fee.

(a) *Month-to-Month Basis.* If during a Renewal Period, you receive electric service from Direct Energy on a month-to-month basis as set forth in the Notification, then Direct Energy will charge you at a variable price per kWh based upon generally prevailing market prices for electricity in the Electric Company load zone for the applicable period, plus an adder, determined solely by Direct Energy in its discretion. Your variable price will include ancillary charges, cost of capacity, generation, line losses, the Electricity Consumption Tax, and other miscellaneous charges, and will exclude other taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges. During such a Renewal Period, there is no limit as to how much your variable rate may increase or decrease from one month to the next month.

(b) *Fixed Term Contract.* If during a Renewal Period, you receive electric service from Direct Energy on a fixed term contract as set forth in the Notification, then Direct Energy will charge you for all electricity billed by your Utility at a fixed rate per kWh as set forth in the Notification and the Rate Plan Summary provided to you at that time.

In addition, to the extent you have a fixed rate contract with Direct Energy, and performance of your current Agreement becomes uneconomical for Direct Energy

due to events that are beyond Direct Energy's reasonable control and/or Direct Energy is subject to additional or increased costs that are imposed by law, rule, regulation or tariff, or Commission rule or order, Direct Energy may propose change(s) to our terms of service with you, including, but limited to, passing through such additional costs and, thus, increasing your price. If Direct Energy proposes to change our terms of service pursuant to the foregoing, Direct Energy shall send you written notification. The notification will be provided at least thirty (30) days in advance of the changes in terms of service. If you find the proposed change unacceptable, you may choose to terminate your Agreement and choose another supplier or return to Utility service before the proposed change(s) go into effect, without charge or penalty to you. If you do not respond to the Notification your service with Direct Energy will be go to a month to month rate.

8. Your Right to Rescind or Cancel Service. You have three (3) business days after personal or electronic receipt (or, if received by the United States Postal Service, five (5) business days after the postmarked date) of a written copy of this Agreement to rescind your enrollment with Direct Energy ("Rescission Period") without penalty by contacting Direct Energy at the phone number provided in Section 16 below. After your service begins, you may cancel it at any time during the Initial Term, but you will be required to pay an early cancellation fee and/or device cost recovery fee as set forth in the Rate Plan Summary. If an early cancellation fee and/or device cost recovery fee is imposed, you agree to pay it at the time of your request to cancel this Agreement, but no later than ten (10) days after the date you receive notice to pay it.

9. Direct Energy's Right to Cancel Service. You are affirming to Direct Energy that you have provided Direct Energy with your correct and complete name, address and contact information and you do not have any outstanding balance with Direct Energy. If there is any evidence that any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, Direct Energy can cancel this Agreement immediately. Also, if for any reason performance of this Agreement becomes materially uneconomical to Direct Energy, or if Direct Energy is otherwise unable to continue this Agreement, Direct Energy can cancel this Agreement after giving you at

least ten (10) business days' advance written notice prior to the termination. If Direct Energy cancels this Agreement, you must still pay all Direct Energy charges through the date you are switched to another CEPS or returned to the Utility for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which Direct Energy gives notice to the Utility of your cancellation request. If you enroll (or attempt to enroll) in a Time of, and Direct Energy determines that you do not have a smart meter, then Direct Energy will have the right to cancel this Agreement (or cancel your enrollment with Direct Energy).

10. Relocation. You should notify both your Utility and Direct Energy of a change in your residence/service location at least thirty (30) days before such change. A final meter read will be made at your old address and your account will be finalized by both your Utility and Direct Energy. In the event you relocate outside of your Utility's service territory, you may terminate this Agreement without penalty by providing thirty (30) days prior written notice to Direct Energy. If you change your residence/service location within your Utility's service territory, then you may have the option of entering into a new electricity supply agreement with Direct Energy for your new residence/service location. Direct Energy's contact information is set forth in Section 16 below. If you cancel this Agreement, you will be responsible to pay for Direct Energy's service through the date that you are switched to another supplier or returned to your Utility. In the event that you move to another service address where Direct Energy provides service, and you cancel this Agreement, you will be subject to the early cancellation fee. If you are enrolled in the Comfort & Control Plan, Direct Energy will have the right to charge you the device cost recovery fee per thermostat set forth in the Rate Plan Summary.

11. Disputes. You should contact Direct Energy regarding any dispute related to this Agreement. Direct Energy will attempt to resolve the dispute in an efficient, fair and timely manner. Direct Energy will provide an acknowledgment to your dispute within a reasonable time after receipt. Direct Energy will then issue a report within thirty (30) days after initiation of the dispute. Direct Energy will report to you the results of its investigation of the dispute, and that report will be available to you upon request. If you are not satisfied after discussing your terms of service with

Direct Energy, you may contact the Commission. The contact information for both Direct Energy and the Commission is set forth in Section 16 below.

12. Title to Electricity. Title to the electricity will pass from Direct Energy to you when it is delivered by Direct Energy to the Utility.

13. Force Majeure. Direct Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events out of Direct Energy's reasonable control ("Force Majeure Events") may result in interruptions in service. Direct Energy is not responsible for transmitting or distributing electricity. Direct Energy is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the Commission or NEPOOL ISO Interconnection), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the Utility or any other cause beyond Direct Energy's reasonable control.

14. Limitations of Liabilities. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. DIRECT ENERGY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. DIRECT ENERGY IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

15. Direct Energy's Representations and Warranties; Limitation. THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INCLUDING THE ELECTRICITY PROVIDED PURSUANT TO ANY RENEWABLE ENERGY PRODUCT REQUIREMENT. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. DIRECT ENERGY EXPRESSLY

DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Contact Information.

Direct Energy: You may contact Direct Energy in one of the following ways: (a) call 1-888-734-0741, Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice); or (b) write to Direct Energy at PO BOX 180, Tulsa, OK 74101-0180 (be sure to include your account number(s)).

Direct Energy's internet domain address is: www.directenergy.com. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from Direct Energy upon request.

Your Utility (in case of emergency, including electric outage): Please refer to the Rate Plan Summary for your Utility's contact information.

The Commission: You may contact the New Hampshire Public Utilities Commission, with questions about your rights and responsibilities or otherwise, as follows: (a) call 1-603-271-2431; Consumer Assistance: 1-800-852-3793; TDD Access-Relay NH: 1-800-735-2964; (b) 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (c) Fax: 1-603-271-3878; or (d) puc@puc.nh.gov.

Assistance Program: Your Utility may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your Utility's assistance program, if any, can be obtained by contacting your Utility at the number listed on the Rate Plan Summary, or by contacting one of the following programs: Electric Assistance Program; Gas Residential Low Income Assistance Program; Fuel Assistance Program; Weatherization Assistance Program; Neighbor Helping Neighbor; or Project CARE.

17. Choice of Law. You agree that this Agreement shall be governed by New Hampshire law, without regard to its conflict of law principles.

18. Taxes. Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under

this Agreement, will be paid by you.

19. Privacy Policy. Direct Energy may not release your electricity billing, payment and credit information without your prior written consent; however, Direct Energy is permitted to disclose to any party, including the Utility, any such information for the purpose of facilitating billing, bill collection and credit reporting. Further, except as described below, Direct Energy may not release your other proprietary personal information to any other person without your prior written consent. Other proprietary personal information means your name, address, choice ID, type or classification of service, historical electricity usage (actual or profiled by your Utility), current electricity usage, expected patterns of use, types of facilities receiving service and individual Agreement information. These prohibitions do not apply to the release of your information under certain circumstances: as required by law, including release to the Commission; as required by court order or the Commission, as required by law enforcement agencies or your Utility. Finally, Direct Energy may also share your other proprietary personal information with its affiliates or a third party for the purpose of, or in connection with, the development, operation, maintenance, marketing, selling or evaluating Direct Energy's or any of its affiliates' products or services, including this generation service if you have provided your written consent to the release of such information. The National Do Not Call Registry is managed by the Federal Trade Commission (FTC), the nation's consumer protection agency. For information on how to be added to the list, please visit the FTC website: www.donotcall.gov/.

20. Assignment. You may not assign this Agreement without Direct Energy's prior written consent. Direct Energy may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of Direct Energy's assets or business; and (d) transfer this Agreement to another supplier licensed by the Commission by sending you advance written notice at least fourteen (14) days before the effective date of the assignment. After assignment, Direct Energy will have no further obligations under this Agreement. This Agreement is binding upon you and Direct Energy, and will further bind each of your successors and permitted assigns.

21. Miscellaneous Provisions. This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of Direct Energy's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement.