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

NHPLIC 30DEC'15pm1:20

December 29, 2015

RE: DM 15-513 Direct Energy Services, LLC Competitive Electric Power Supplier – Deficiency Letter - Request for Additional Information

Dear Debra Howland:

Enclosed you will find Direct Energy Services, LLC's proof of completion of EDI testing with Eversource Energy and proof that Direct Energy Services, LLC is able to obtain supply in the New England energy market.

The items below have been addressed:

- 1. Proof of completion of EDI testing with Eversource Energy.
- 2. Proof that Direct Energy Services, LLC is able to obtain supply in the New England Energy Market. (http://www.nepool.com/Existing Members.php)

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

Regards,

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

Enclosure

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Proof of completion of EDI testing with Eversource Energy





Date 12/24/15

Direct Energy Services, LLC 12 Greenway Plaza # 250 Houston, TX

Dear Nancy,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our Public Service Company of New Hampshire (d/b/a Eversource Energy) customers.

Eversource and Direct Energy Services, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Direct Energy Services, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with Eversource customers.

Thanks once again Nancy for your interest and I look forward to working with you in the future.

Sincerely, aaron Doroning

Aaron Downing Eversource Supplier Services

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 EDI Connectivity and Certification Testing

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Granted: 12/24/15

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Aaron Downing Eversource Supplier Services

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

Services Addendum to Master Services Agreement

Number 1

This Services Addendum (this "Addendum") is executed as of July _15_ pursuant to (and the terms of this Addendum are hereby incorporated into) the Master Services Agreement dated July _15_, 2004, by and between Energy America LLC ("Provider") and Direct Energy Services, LLC (the "Company").

- 1. Services. Provider or its designee will provide the following services to the Company (the "Addendum Services"):
 - a. Provider will provide sufficient electricity and natural gas (the "Commodities") to the Company to supply it with the Commodities necessary for the Company to perform its obligations under its existing and future agreements to supply electricity or natural gas to its affiliates and to third parties.
 - b. Provider will perform any other services related to provision of the Commodities for the Company, as the Company may reasonably request from time to time.
- 2. Fees and Expenses. The Company will pay Provider the following fees and expenses in connection with this Services Addendum :
 - a. The Company will pay Provider an amount equal to the cost paid by Provider to purchase the Commodities supplied to the Company in connection with this Services Addendum (the "Commodity Cost").
 - b. The Company will reimburse Provider for reasonable fees and expenses incurred by Provider in connection with its purchase or provision of the Commodities or related services to the Company pursuant to this Services Addendum.
- 3. Term. This Services Addendum shall be effective on the date provided above and shall terminate on July 15_, 2005; provided, that the term of this Services Addendum shall extend automatically for subsequent one year terms unless earlier terminated by the Company or Provider upon 60 days' prior written notice to the other Party.
- 4. **Representatives.** The Representative for Provider in connection with this Addendum is ______. The Representative for the Company in connection with this Addendum is ______. Katherine Corbally______.
- 5. Special Conditions. The Company may from time to time assign certain rights and obligations related to natural gas pipeline transportation, electricity transmission and similar assets and services to Provider in order to allow Provider to perform its obligations under this Service Addendum; such rights and obligations shall be considered Assigned Rights (as defined in this Agreement) and Provider hereby covenants to comply with the provisions of this Agreement in connection therewith.



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

Provider:

ENERGY AMERICA LLC

By: SEN IS VIGE Projamit Name: Title:

Company:

DIRECT ENERGY SERVICES, LLC

By: 19. Soffa Niene: Janer Startor Title: Vice Pepiloent Sarror



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: PEAGA, C. Brand Title: ASSISTANT SECRET Any Date: 10/13/11

DIRECT ENERGY SERVICES, LLC

Name: Title: Date:



Current Members

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Eversource Energy Conn_Materials Innovations & Recycling Authority

Dartmouth Power Associates, LP DC Energy, LLC Deepwater Wind Block Island LLC Devon Power LLC Devonshire Energy LLC DFC ERG CT, LLC Direct Energy Business, LLC Direct Energy Business Marketing, LLC Discount Power, Inc. Dominion Energy Marketing, Inc. Dominion Nuclear Connecticut, Inc. Dornmon Hucken Connector, Inc. DTE Energy Trading, Inc. Duke Energy Comm. Enterprises, Inc. Dynasty Power Inc. Dynegy Marketing and Trade LLC Dynegy Resources Management, LLC E ON Global Commodities North E.ON Global Commodities North America LLC East Avenue Energy LLC EDF Trading North America, LLC eKapital Investments LLC Electricity Maine, LLC Electricity Maine, LLC Electrocity Maine, LLC Elektrisola, Inc. Elektristia, inc. Eligo Energy, LLC Emera Energy Services Sub. No. 1 LLC Emera Energy Services Sub. No. 2 LLC Emera Energy Services Sub. No. 3 LLC Emera Energy Services Sub. No. 4 LLC Emera Energy Services Sub. No. 4 LLC Emera Energy Services Sub. No. 5 LLC Emera Energy Services Sub. No. 6 LLC Emera Energy Services Sub. No. 7 LLC Emera Energy Services Sub. No. 8 LLC Emera Maine Inc. Emergy America, LLC Energy America, LLC Energy Management, Inc. Energy New England LLC Energy Federation Inc. Energy Plus Holdings LLC EnergyConnect, Inc. EnerNOC, Inc. Enerwise Global Technologies Inc Entergy Nuclear Power Marketing LLC Entrust Energy East, Inc. EnvaPower, Inc. Epico USA, Inc. ESI Northeast Energy GP, Inc. Essential Power, LLC Essential Power Massachusetts, LLC Essential Power Newington, LLC ETC Endure Energy, LLC Ethical Electric, Inc. Evergreen Wind Power II, LLC Evergreen Wind Power TII, LLC EverPower Commercial Services LLC Everyday Energy, LLC Exelon Generation Company, LLC Exelon Generation Company, LLC Farchild Energy, LLC Farst Point Energy, LLC First Point Power, LLC First Wind Energy Marketing, LLC Fisher Road Solar J LLC Fisher Road Solar J LLC Fitchburg Gas and Electric Light Co. Food Cib. Lie. Food City, Inc. Footprint Power Salem Harbor Footprint Power Salem Harbor Development FPL Energy Mason, LLC FPL Energy Wyman, LLC FPL Energy Wyman IV, LLC Freedom Ring Communications, LLC db/a BayRing Communications Freepoint Commodities, LLC Gallop Power Inc. Gall Power Inc. Garland Manufacturing Company Garland Power Company Gas Recovery Systems, LLC GDF SUEZ Energy Marketing NA GenBright, LLC GenConn Energy LLC GenOn Energy Management, LLC Georgetown Municipal Light Dep't

Hammond Lumber Company Hampshire Council of Governments Hanover, NH (Town of) Harborside Energy of Massachusetts Harvard Dedicated Energy Limited Hawkes Meadow Energy, LLC Hess Corporation High Liner Foods (USA) Incorporated HIKO Energy, LLC Hingham Municipal Lighting Plant Holden Municipal Light Department Holyoke Gas & Electric Department Howard Wind LLC Hudson Energy Services, LLC Hudson Light and Power Department Hull Municipal Lighting Plant Hull Municipal Lighting Plant Iberdrola Renewables, LLC Icetec Energy Services, Inc. IDT Energy, LLC Indeck Energy-Alexandra, LLC Independence Energy Group LLC Industrial Power Services Corporation Inspire Energy Holdings, Inc. Interstate Gas Supply, Inc. Interstate Gas Supply, Inc. Invenergy Energy Management LLC Ipswich Municipal Light Department J. Aron & Company L Aron & Company J. F. Gray & Associates, LLC Jericho Power LLC Just Energy (U.S.) Corp Kendall Green Energy LLC Kimberly-Clark Corporation Kleen Energy Systems, LLC Liberty Power Delaware LLC Liberty Power Holdings, LLC Liberty Utilities (Granite State Electric) Corp. Linde Energy Services, Inc. Littleton (MA) Electric Light Dep't Littleton (NH) Water and Light Dep't Long Island Lighting Co. d/b/a LIPA Longfellow Wind, LLC Longreach Energy, LLC Longwood Medical Energy Collaborative, Inc. Lotus Danbury LMS100 One, LLC Lotus Danbury LMS100 Two, LLC MA Operating Holdings, LLC Macquarie Energy, LLC Madison Electric Works Madison Electric Works MAG Energy Solutions, Inc... Maine Public Advocate Office Maine Skiing, Inc. Major Energy Electric Services Manchester Methane, LLC Marsfield Municipal Electric Dep't Marble River, LLC Marblehead Municipal Light Dep't Marc Galia, LLC Mass Solar 1, LLC Mass. Office of the Attorney General Mass. Bay Transportation Authority Mass: Development Finance Agency Mass. Electric Company Mass. Gas and Electric, Inc. Mass. Municipal Wholesale Electric Co. Mass. Port Authority MATEP LLC Mega Energy Holdings, LLC Mercuria Energy America, Inc. Merrill Lynch Commodities, Inc. Merrimac Municipal Light Department Messalonskee Stream Hydro, LLC Mid-Maine Waste Action Corporation Middleborough Gas and Electric Dep't Middleborough Gas and Electric Dep't Middletown Power LLC Millennium Power Partners, LP Mint Energy, LLC Montville Power LLC Moore Company, The Moore Energy LLC Morgan Stanley Capital Group, Inc.

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Rocky Gorge Corporation Rowley Municipal Light Plant

Seneca Energy II, LLC SFE Energy Connecticut LLC SFE Energy Massachusetts LLC Shell Energy North America (US) L.P. Shipley Choice, LLC d/b/a Shipley Energy Shipyard Brewing Co., LLC Shipyard Energy LLC Shipyard Energy LLC Shrewsbury Electric & Cable Operations Shrewsbury Electric & Cable Operations SmartEnergy Holdings LLC South Hadley Electric Light Department South Jersey Energy Company South Jersey Energy ISO1, LLC South Jersey Energy ISO2, LLC South Jersey Fuergy ISO2, LLC Spark Energy, LP Springfield Power LLC Source Mourtane Wind LLC Spruce Mountain Wind, LLC SRECTrade, Inc. Starion Energy, Inc. Starion Energy, Inc. StatArb Investment, LLC Sterling Municipal Electric Light Dep't Stetson Holdings, LLC Stetson Wind II, LLC Stowe Electric Department Summit Hydropower, Inc. Sunwave USA Holdings, Inc. Swift River Trading Company LLC Talen Energy Marketing, Inc. Tangent Energy Solutions, Inc Taunton Municipal Lighting Plant TCPL Power Ltd. TEC Energy, Inc. Templeton Municipal Lighting Plant Tenaska Power Services Co Texas Retail Energy, LLC The Energy Consortium The Energy Council of Rhode Island Town of New Shoreham, Rhode Island Town Square Energy, LLC TrailStone Power, LLC TrainsAlta Energy Marketing (U.S.) Inc. TransCanada Energy Ltd. TransCanada Power Marketing Ltd. Transcanada Power Marketing Ltd. Twin Eagle Resource Management, LLC Tyngsboro Spindle, LLC UIL Distributed Resources, LLC Uncia Energy, LP - Senes G Union Atlantic Electricity Union Leader Corporation Union of Concerned Scientists, Inc. United Illivianizing Company. United Illuminating Company Unitil Energy Systems, Inc. UNITIL Power Corp. University of Massachusetts at Amherst University System of New Hampshire Utility Expense Reduction LLC Utility Services, Inc. VCharge Inc. Verde Energy USA, Inc. Verde Energy USA, Inc. Vermont Electric Cooperative Vermont Electric Power Company, Inc. Vermont Energy Investment Corp. Vermont Marble Company Vermont Public Power Supply Authority Vermont Transco LLC Vermont Wind Version Maine Energy, LLC Vindian Energy, LLC Vindity Energy, Inc Vitol Inc. Wakefield Municipal Gas and Light Dep't Walingford, CT, DPU, Electric Division Wallingford Energy II, LLC Waterbury Generation LLC Waterside Power, LLC Wellesley Municipal Light Plant West Boylston Municipal Lighting Plant Westerly Hospital Westerly Hospital Westerly Hospital Energy Company, LLC Western Massachusetts Electric Com d/a/a Eversource Energy Westfield Gas & Electric Light Dep't





Glacial Energy of New England, Inc, Goose River Hydro, Inc. Granite Reliable Power, LLC Granite Ridge Energy, LLC Great Bay Power Marketing, Inc, Green Development, LLC *d/b/a* Wind Energy Development, LLC *d/b/a* Wind Energy Development, LLC *d/b/a* Wind Green Mountain Energy Company Green Mountain Power Groton Electric Light Department Groveland Electric Light Department Gruveland Electric Light Department Guif Oil Limited Partnership Guzman Energy LLC

Royal Bank of Canada Russell Municipal Light Department Wheelabrator Bridgeport, LP Wheelabrator North Andover, Inc., WM Renewable Energy, LLC Wolfeboro Municipal Electric Department XOOM Energy LLC Z-TECH, LLC

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