DM 16-063

MEPLIC 14 JAN' 16 AM 11:45



January 13, 2016

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

Re: Renewal Registration of Competitive Electric Power Suppliers-Part Puc 2003.02

Dear Ms. Howland:

Pursuant to New Hampshire Code of Administrative Rules, Part Puc 2003.02 and Part 2006.01 Noble Americas Energy Solutions LLC (Noble Solutions'), is here within submitting an application for a renewal of its registration with the New Hampshire Public Utilities Commission as a Competitive Electric Power Supplier (CEPS').

Legal name: Noble Americas Energy Solutions LLC; www.noblesolutions.com

<u>Address:</u> 401 West A Street, Suite 500, San Diego, CA 92101; 1-877-273-6772; <u>email@noblesolutions.com</u>; <u>www.noblesolutions.com</u>

<u>The applicant's place of incorporation</u>: Noble Americas Energy Solutions LLC was organized in the State of California as a limited liability company.

Name, title, business address, telephone number and e-mail address of applicant's principal(s): Please see Attachment 1.

<u>The applicant's affiliates:</u> Noble Americas Gas & Power Corp., Four Stamford Plaza 107 Elm Street, Stamford, CT 06902, (203) 326-6538. Noble Americas Gas & Power Corp. is a wholesale commodity trader that participates in the NE-ISO as well as other organized energy markets. Noble Americas Gas & Power Corp. currently supplies spot market natural gas to utilities in New Hampshire.

Name, title and telephone number, and e-mail address of customer service contact person: Mr. Drake Welch, Vice President, Customer Care, (619) 684-8039; dwelch@noblesolutions.com; 1-877-273-6772.

Name, title and telephone number, and e-mail address of regulatory contact person: Mr. Greg Bass, Director, (619) 684-8199, gbass@noblesolutions.com.

Name, title and address of registered agent for service of process: Corporation Service Company, 14 Centre Street, Concord, NH 03301.

Evidence of authorization from the New Hampshire Secretary of State to do business in New Hampshire: Please see Attachment 2.

A listing of the utility franchise areas in which the applicant intends to operate:

- NGrid (Granite State Electric)
- Public Service of New Hampshire (NE Utilities)
- Unitil

A description of the types of customers the applicant intends to serve: Noble Solutions (Applicant) intends to serve commercial, industrial and governmental customers only. Noble Solutions has no plans to serve and does not currently serve residential or small commercial customers in any of the states we offer retail energy.

<u>A listing of the states where the applicant currently conducts business relating to the sale of electricity:</u> Please see Attachment 3.

A listing disclosing the number and type of customer complaints concerning the applicant, of 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 relation to the sale of electricity: None.

A statement as to whether the applicant or any of the applicant's principals have energy been convicted of any felony: None of the managers or members has been convicted of any felonies.

A statement as to whether the applicant or any of the applicant's principals have within the 10-years immediately prior to registration, had any civil, criminal of regulatory sanctions or penalties imposed against them pursuant to any state of federal consumer protection law or regulation: None of the managers or members has within the 10-years immediately prior to registration, had any civil, criminal of regulatory sanctions or penalties imposed against them pursuant to any state of federal consumer protection law or regulation.

A statement as to whether the applicant or any of the applicant's principals have within the 10-years immediately prior to registration, settled any civil, criminal of regulatory investigation or complaint involving any state of federal consumer protection law or regulation: None of the managers or members has within the 10years immediately prior to registration, settled any civil, criminal of regulatory investigation or complaint involving any state of federal consumer protection law or regulatory.

A statement as to whether the applicant or any of the applicant's principals is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state of federal consumer protection law or regulation: None of the managers or members is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state of federal consumer protection law or regulation.

<u>A statement from applicants that intend not to telemarket:</u> Noble Americas Energy Solutions LLC does not intend to telemarket in the state of New Hampshire.

A sample bill form: Please see Attachment 4.

<u>A copy of each contract to be used for residential and small commercial customers:</u> Noble Americas Energy Solutions LLC does not and will not market and/or sell to residential and small commercial customers.

Demonstration of technical ability: Please see Attachment 5.

Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include...proof of membership in the New England Power Power Pool: Please see Attachment 6.

Evidence of financial security: Please see Attachment 7.

By submitting this CEPS application for registration ("Application"), I certify that I have the authority to file the Application on behalf of Noble Americas Energy Solutions LLC and that all contents are truthful, accurate and complete to the best of my knowledge.

Sincerely,

Muybase

Greg Bass Director Noble Americas Energy Solutions LLC

Attachments

ATTACHMENT 1 NOBLE AMERICAS ENERGY SOLUTIONS LLC

Name	Title	Address
		401 West A Street, Suite 500
Wood, James M.	President	San Diego, CA 92101
	Vice President, Assistant	401 West A Street, Suite 500
Yuen, Peter	Secretary, and General Counsel	San Diego, CA 92101
		401 West A Street, Suite 500
Huber, Jeffrey A.	Vice President and Controller	San Diego, CA 92101
		401 West A Street, Suite
	Vice President - Commodity	500
Goddard, William B.	Supply & Operations	San Diego, CA 92101
		401 West A Street, Suite
McCutchan, Gayle	Vice President – Commodity	500
Α.	Sales	San Diego, CA 92101
		401 West A Street, Suite 500
Welch, Drake A.	Vice President – Customer Care	San Diego, CA 92101
Ruggles, Robert Mark	Vice President – Regional Pricing and Supply ERCOT Desk	Two Briar Lake Plaza Tower 2050 W Sam Houston Pkwy S Suite 900
	Vice President – Regional	401 West A Street, Suite 500
Johnson, Doug	Pricing and Supply West Desk	San Diego, CA 92101
	Vice President – Regional Pricing and Supply East/MW	401 West A Street, Suite 500
Fallmer, Sean G.	Desk	San Diego, CA 92101
		Four Stamford Plaza 107 Elm Street
Limone, Joseph P.	Secretary	Stamford CT, 06902
		Four Stamford Plaza 107 Elm Street
Patel, Ram	Vice President - Tax	Stamford CT, 06902
		Four Stamford Plaza 107 Elm Street
Burzi, Anthony	Assistant Secretary	Stamford CT, 06902

Name, Title and Business Address of all Officers and Directors, Partners, or similar Officials.

ATTACHMENT 2 NOBLE AMERICAS ENERGY SOLUTIONS LLC

Evidence of Authorization from the New Hampshire Secretary of State to do Businesses in New Hampshire.

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 Noble Americas Energy Solutions LLC, a(n) California limited liability company registered to do business in New Hampshire on February 22, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and 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 30th day of December, A.D. 2015

William M. Gardner Secretary of State

ATTACHMENT 3 NOBLE AMERICAS ENERGY SOLUTIONS LLC

Retail License Numbers.

TATE/ENTITY Electric License #		Gas License #	
California	Registration #1364	N/A	
Connecticut	Docket No. 11-08-13	N/A	
Delaware	Order No. 6138	N/A	
District of Columbia	ORDER NO. 13361 Docket EA04-8	N/A	
Illinois	Docket No. 10-0631	N/A	
Maine	Docket No. 2003-610	N/A	
Maryland	IR-442	IR-464	
Massachusetts	CS-038	N/A	
Michigan	U-13361	N/A	
Nevada	N/A	G-6	
New Jersey	ESL0094	GSL0098	
New York	Letters of compliance	Letters of compliance	
Ohio	01-052E (8)	N/A	
Oregon	Order 10-453/ES-8	N/A	
Pennsylvania	A-110141	A-125121	
Rhode Island	Docket D-96-6 (T3)	N/A	
Texas	10017	N/A	

ATTACHMENT 4 NOBLE AMERICAS ENERGY SOLUTIONS LLC

Sample Bill Form.



Sample P.O. Box 1234 Anytown, ND 12345

Account Number: Invoice Number: Invoice Date: Payment Terms: Page 1 of 5 373xxx 1323300031xxxx August xx, 2013 NET xx DAYS

Did You Know? ACCOUNT SUMMARY INFORMATION

Should you have questions after reviewing your invoice, email your Account Analyst Parisa Tarani at NESISONEBilling@ NobleSolutions.com, or call 1-877-273-6772, Option 1, Ext. 8104.

Total Amount Due		\$10,824.79
Total Current Charges		\$10,824.79
Energy Charges		\$10,824.79
CURRENT CHARGES Physical Energy-Current	\$10,824.79	
Account Balance Before Current Charges		\$0.00
Previous Balance Payment Received		\$10,034.18 \$(10,034.18)

Please see billing details on the following pages



Questions? WWW.NOBLESOLUTIONS.COM 1-877-273-6772

> Sample P.O. Box 1234 Anytown, ND 12345

Detach here and return this portion with your payment.

Account Number Invoice Number Due Date Total Due 373xxx 1323300031xxxxx September xx, 2013 \$10,824.79

Amount Enclosed

\$

Please Mail Payment to: Noble Americas Energy Solutions 24220 Network Place, Chicago, IL 60673-1242

> FOR CHANGE OF ADDRESS: Please contact your Billing Analyst above.



CONTACT INFORMATION

Visit our Web Site at: www.noblesolutions.com

Contact Noble Americas Energy Solutions: Phone: 1-877-273-6772

Correspondence Address: Noble Americas Energy Solutions 401 W A Street, Suite 500 San Diego, CA 92101

Mail Payments to: Noble Americas Energy Solutions 24220 Network Place Chicago, IL 60673-1242

Expedite Mail/Overnight Address: Noble Americas Energy Solutions ATTN: Lockbox Dept #730964 14800 Frye Road 2nd Floor Fort Worth, TX 76155

Wire / ACH Instructions: JP Morgan Chase Bank New York, New York ABA: #021000021 Account: #771045440

Please Fax all Remittance Advice(s) to: (619) 684-8365

Noble Americas Gas & Power Corp Federal TIN 27-0846540 Noble Americas Energy Solutions Federal TIN 95-4686779

TX License Number: 10017

GENERAL INFORMATION

NATURAL GAS: Physical Energy Charges -- Charges are based on your actual metered Million British unit (MMBtu) that relate to the purchase, transport, delivery, and storage of natural gas.

Account Number:

Invoice Number:

Payment Terms:

5

Invoice Date:

Page 2 of

373xxx

1323300031xxxxx

August xx, 2013

NET xx DAYS

ELECTRICITY: Physical Energy Charges - Charges are based on your actual metered kilowatt hours (kwh) and your Weighted Average Cost of Electricity (WACOE).

ELECTRICITY: Weighted Average Cost of Electricity (WACOE) - Physical electricity prices are

determined by computing an hourly (or 15 min. interval) weighted average cost. The WACOE is based on your physical price agreement with Noble Americas Energy Solutions, actual aggregate usage, and various ancillary service charges and fees charged by your Regional Transmission Organization (RTO). Initial invoices may be based on estimated RTO charges and/or estimated aggregate usage. Initial invoices, if estimated, will be recalculated when all actual charges can be determined. Any adjustments will be included in the current invoice.

FINANCIAL SETTLEMENTS -- Financial results of non-physical commodity related transactions.

PRIOR PERIOD ADJUSTMENTS - Adjustments to previously invoiced transactions, per your contract with Noble

Americas Energy Solutions. These adjustments result from changes in bill determinants that are recatculated

utilizing best available information.

OTHER CHARGES -- Additional charges per your contract with Noble Americas Energy Solutions.

TAXES -- All applicable taxes, assessments, fees and withholdings.

To report a power outage or address concerns about the safety of the electric power system, please call the toll free number below (available 24 hours a day - 7 days per week):

1-800-662-7764

If asked to contact Noble Americas Energy Solutions to place the call for you, please mention Noble Americas Energy Solutions is an Option 3 provider.

Your local distribution company is – Public Service of New Hampshire PO Box 330 Manchester, NH 03105-0330 Telephone: 1-800-662-7764



CURRENT CHARGES

Account Number: Invoice Number: Invoice Date: Payment Terms: Page 3 of 5 373xxx 1323300031xxxxx August xx, 2013 NET xx DAYS

1st St	Public Service of New Hampshire
Anytown, NH, 12345	80051260539
System ID: NH_PSNH_Sample	

PHYSICAL ENERGY - CURRENT PERIOD *For a breakdow		*For a breakdown of	of charges, see Meter Detail Section		
ic Service- Physical	Usage (kWh)	Avg Price	Charges	Taxes	Total Charges
15, 2013- Aug 14, 2013					
Mtr.# 80051260xxx	157,200 Total				
	157,200	\$0.068860	\$10,824.79		
al Jul 15, 2013- Aug 14, 2013 Charges I	for LDC # 800512xxxxx				\$10,824.79
			· · · · · · · · · · · · · · · · · · ·		\$10,824.79
AL - Dublic Convice of Now H		~			\$10,824.79
AL: Public Service of New H	ampshire # 800512xxxx	x			



Account Number: Invoice Number: Invoice Date: Payment Terms: Page 4 of 5 373xxx 1323300031xxxxx August xx, 2013 NET xx DAYS

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METER DETAIL SECTION

METER DETAIL - 8005126xxxx

System ID: NH_PSNH_Sample

Meter Number	Contracted Usage (kWh)	Imbalance Usage (kWh)	Settled Usage (kWh)	Metered Us	age (kWh)
8005126xxxx	99,671.49	67,447.83	167,119.32	157,200.0	0
ANSACTION DETAIL					
			Usage (kWh)	Contract Price	Charge
Contracted Charges					
Contract Charges			99,671.49	\$0.050940	\$5,077.27
Subtotal					\$5,077.27
Pass-through and Settlem	ent Charges				
Basis Charges			99,671.49	\$(0.000227)	\$(22.64)
A/S (Ancillary Service	s)		167,119.32	\$0.000432	\$72.25
ISO (Independent Sys	tem Operator Fees)		167,119.32	\$0.000505	\$84.40
RT Economic NCPC (Charges INC (Out of Market)		67,447.83	\$0.000629	\$42.39
LFR (Locational Forwa	ard Reserve)		167,119.32	\$0.000 8 91	\$148.98
RMR (Reliability Must	Run)		167,119.32	\$0.000034	\$5.63
RPS (Renewable Port	folio Standard)		167,119.32	\$0.002141	\$357.86
Positive Monthly Imba	lance Energy		67,447.83	\$0.058786	\$3,965.02
CAP Charge - Tariff					\$1,093.68
Subtotal		A STATISTICS	NATION AND AND AND AND	and the second second	\$5,747.58
TER TOTAL					\$10,824.84
·····		Weighted Avera	ge Settled Price	\$0.0	64773

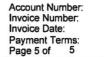


373xxx 1323300031xxxx August xx, 2013 NET xx DAYS

Weighted Average Metered Price

\$0.068860

Jul 15, 2013 - Aug 13, 2013





ATTACHMENT 5

NOBLE AMERICAS ENERGY SOLUTIONS LLC

A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange and has successfully demonstrated electronic transaction capability.

Please see the e-mail note below from Granite State Electric (NGrid), the Certificate of Completion from Public Service Company of New Hampshire, and the EDI Certification from Unitil Energy Systems, Inc.

From: Supplier Services [mailto:Supplier.Services@us.ngrid.com]
Sent: Monday, March 14, 2011 9:02 AM
To: Macek, Joseph
Cc: Supplier Services
Subject: Testing complete - Noble Americas Energy Solutions #59726

Amen!

Noble Americas Energy Solutions has successfully completed EDI Phase III electric 1-bill testing for NH.

Let me know when you will be able to perform connectivity for production.

Thank you.

Donna Laura

From: Supplier Services [mailto:Supplier.Services@us.ngrid.com]
Sent: Monday, March 21, 2011 11:21 AM
To: Macek, Joseph; Supplier Services
Cc: Martinez, Elorita
Subject: Testing complete - Noble Americas Energy Solutions #59726

Noble has completed testing.

Next steps, be sure to obtain your load asset id for this territory.

And please submit a rate sheet for any accounts you plan to enroll.

Also was banking information going to remain the same? If there are any changes you must submit a new ACH form which I can send to you.

Please let me know if you need one.

Thank you.

Donna Laura



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems, Inc. (UES)

Issued to:	Noble Americas Energy Solutions LLC
Represented by:	Greg Bass
Issued by:	Unitil Energy Systems, Inc.
Represented by:	Todd Bohan, Energy Analyst
Date:	August 22, 2011

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Noble Americas Energy Solutions LLC. As of August 22, 2011, Unitil Energy Systems does hereby declare Noble Americas Energy Solutions LLC as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice	
814	Change	
814	Drop	
814	Enrollment	
814	Historical Usage Request	
820	Payment Notification	
867	Historical Usage	
867	Monthly Usage	
997	Functional Acknowledgement	

Noble Americas Energy Solutions LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Noble Americas Energy Solutions LLC has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

Signature

Todd Bohan Energy Analyst II Unitil Service Corp. 6 Liberty Lane West Hampton, NH 03842-1720 supplierservices@unitil.com

Date





COMPLETION OF EDI TESTING

This is to certify that on JUNE 24th, 2014

Noble Americas Energy Solutions, LLC

completed all of the requirements of New Hampshire Code of Administrative Rules, Section PUC 2003.01(d).

1. 1 Milherton

Deborah M. Gilbertson, Manager of Retail Choice Liberty Utilities (Granite State Electric) Corp. 15 Buttrick Rd, Londonderry NH 03053



ATTACHMENT 6

NOBLE AMERICAS ENERGY SOLUTIONS LLC

Please find attached a print out from the NEPOOL website which lists Noble Americas Energy Solutions LLC as a current member.



Current Members

HOME ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS 2015 NPC Summer Mtg

Pre-Printed Rosters: Sector Roster Alphabetical (by Voting Member) Alphabetical (2d RNA)

Abest Power & Gas, LLC Acadia Center Acushnet Company Advanced Power Services (NA) Inc. Aequitas Energy, Inc. Aesir Power Services LLC Agera Energy LLC Algonquin Energy Services Inc Ambit Northeast LLC Ameresco CT LLC Ameresco DR, LLC American PowerNet Management, LP AmericaWide Energy, LLC Ampersand Energy Partners LLC Anthony, Christopher M. Antrim Wind Energy LLC Archer Energy, LLC Ashburnham Municipal Light Plant Associated Industries of Massachusetts Astral Energy LLC Athens Energy LLC Backyard Farms, LLC Backyard Farms Energy, LLC Bath Iron Works Corporation BBPC LLC d/b/a Great Eastern Energy Beacon Falls Energy Park, LLC Bear Swamp Power Company LLC Belmont Municipal Light Department Berkshire Power Company, LLC Berlin Station, LLC Black Bear Hydro Partners, LLC Blackstone Hydro, Inc. Blackstone hydro, Inc. Blue Sky Best, LLC Blue Sky West, LLC BlueRock Energy, Inc. BNP Paribas Energy Trading GP Boston Energy Trading and Marketing Boytston Municipal Light Department Boyson Municipal Light Department BP Energy Company Braintree Electric Light Department Brayton Point Energy, LLC Bridgewater Power Company L.P. Brookfield Energy Marketing Inc. Brookfield Energy Marketing LP Brookfield Renewable Energy Mktg US Brookfield White Pine Hydro LLC Brown Bear II Hydro, Inc. BTG Pactual Commodities (US) LLC Bucksport Generation LLC Burlington Electric Department C.N. Brown Electricity, LLC Calpine Energy Services, LP Canadian Wood Products-Montreal, Inc. Canandaigua Power Partners, LLC Cape Light Compact Cape Wind Associates, LLC Cargill Power Markets, LLC eton Commod, Merchant Trading Central Maine Power Company Centre Lane Trading Limited Champion Energy Marketing LLC Champlain VT, LLC Chester Municipal Light Department CHI Power Marketing, Inc. Chicopee Municipal Lighting Plant Choice Energy LLC CinCap V, LLC Citigroup Energy Inc. Clear Choice Energy, LLC CLEAResult Consulting Inc. Clearview Electric Inc. Commonwealth of Massachusetts (Div. of Capital Asset Management) CommonWealth Resource Management Corporation Competitive Energy Services, LLC Concord Municipal Light Plant Concord Steam Corporation Conn. Central Energy, LLC Conn. Gas & Electric, Inc. Conn. Jet Power LLC

Oanvers Electric Division Darby Energy, LLLP 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. Dominon Nuclear Connection, Inc. DTE Energy Trading, Inc. Duke Energy Comm. Enterprises, Inc. Dynasty Power Inc. Dynegy Marketing and Trade LLC Dynegy Resources Management, LLC East Avenue Energy LLC EDF Trading North America, LLC eKapital Investments LLC Electricity Maine, LLC Electricity N.H., LLC d/b/a ENH Power Elektrisola, 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. 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. EMI Power Systems, 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 III, LLC EverPower Commercial Services LLC Everyday Energy, LLC Exelon Generation Company, LLC Fairchild Energy, LLC Fairpoint Energy, LLC First Point Power, LLC First Wind Energy Marketing, LLC Fisher Road Solar I LLC Fitchburg Gas and Electric Light Co. Food City, Inc. Footprint Power Salem Harbor Development FPL Energy Mason, LLC PPL Energy Mason, LLC PPL Energy Wyman, LLC PPL Energy Wyman IV, LLC Freedom Ring Communications, LLC d/b/a BayRing Communications Freepoint Commodities, LLC Gallop Power Greenvulle, LLC Gall Power Inc. Garland Manufacturing Company Garland Power Company Gas Recovery Systems, LLC GDF SUEZ Energy Marketing NA GenBright, LLC GenConn Energy LLC

H.Q. Energy Services (U.S.) Inc. Hammond Belgrade Energy LLC Hampshire Council of Governments Hanover, NH (Town of) Harborside Energy of Massachusetts Harvard Dedicated Energy Limited 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 Howard Wind LLC Hudson Energy Services, LLC Hudson Light and Power Department Hull Municipal Lighting Plant Iberdrola Renewables, LLC Icetec Energy Services, Inc. IDT Energy, LLC Indeck Energy-Alexandria, LLC Independence Energy Group LLC Industrial Energy Consumer Group Industrial Power Services Corporation Inspire Energy Holdings, Inc. Interstate Gas Supply, Inc. Invenergy Energy Management LLC Ipswich Municipal Light Department J. 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) Liberty Ubities (Granite state Elecuric, Corp. Linde Energy Services, Inc. Littleton (MA) Electric Light Dep't Littleton (MA) Electric Light Dep't Long Island Lighting Co. d/b/a LIPA Longreach Energy, LLC Longreach Energy, LLC Collborative, Inc. Collaborative, Inc. Lotus Danbury LMS100 One, LLC Lotus Danbury LMS100 Two, LLC MA Operating Holdings, LLC Macquarie Energy, LLC Madison Electric Works MAG Energy Solutions, Inc. Maine Public Advocate Office Maine Skilng, Inc. Major Energy Electric Services Manchester Methane, LLC Mansfield Municipal Electric Dep't Marble River, LLC Marblehead Municipal Light Dep't 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 MATEPILC Marcer 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 Middleton Municipal Electric Dep't Middletown Power LLC Millennium Power Partners, LP Mint Energy, LLC Montville Power LLC

Nalcor Energy Marketing Narragansett Electric Company NEPM II, LLC New Brunswick Energy Mktg, Corp. New England Confectionery Co. Inc. New England Energy Connection, LLC New England Power Company New England Wire Technologies Corp. New Hampshire Electric Coop., Inc. New Hampshire Industries, Inc. NH Office of Consumer Advocate New Hampshire Transmission, LLC New York State Electric & Gas, Inc. NextEra Energy Power Marketing, LLC NextEra Energy Maine, Inc. NextEra Energy Resources, LLC NextEra Energy Seabrook LLC Niagara Wind Power, LLC Noble Americas Energy Solutions LLC= Noble Americas Gas & Power Corp. Noble Environmental Power, LLC Nordic Energy Services, LLC North America Power Partners LLC North American Power and Gas, LLC North Attleborough Electric Dep't Northern States Power Company Norwalk Power LLC Norwood Municipal Light Department NRG Canal LLC NRG Curtailment Solutions, Inc. NRG Power Marketing, LLC NSTAR Electric Company d/a/a Eversource Energy Number Nine Wind Farm LLC Nxegen, LLC Oasis Power, LLC d/b/a Oasis Energy Ontario Power Gen. Energy Trading Ontario Power Generation Inc. Order of St, Benedict of NH d/b/a St. Anselm College Pacific Summit Energy, LLC Palmco Power CT, LLC Palmco Power MA, LLC Parkview Adventist Medical Center Pascoag Utility District Patriot Partnership LLC Pawtucket Power Holding Company Paxton Municipal Light Department Peabody Municipal Light Plant Peninsula Power, LLC Perigee Energy, LLC Pioneer Hydro Electric Co., Inc. Plainfield Renewable Energy, LLC Plant-E Corp. Plymouth Rock Energy, LLC PNE Energy Supply LLC Power Bidding Strategies, LLC Power Supply Services, LLC Powerex Corp. PowerOptions, Inc. Praxair, Inc. Princeton Municipal Light Department Provider Power CT, LLC Provider Power Mass, LLC PSEG Energy Resources & Trade LLC PSEG New Haven LLC Public Power, LLC Public Service Co. of New Hampshire d/a/a Eversource Energy Putnam Hydropower, Inc. Quantum Utility Generation, LLC Rainbow Energy Marketing Corporation RBC Energy Services LP Reading Municipal Light Plant Record Hill Wind LLC ReEnergy Sterling CT LP ReEnergy Stratton Energy LLC Reliant Energy Northeast LLC

REP Energy LLC

Repsol Energy North American Corp.

ISO-NE CAMS:

Saracen Energy East LLC Saracen Power LLC Saracen Power LLC Seneca Energy II, LLC SFE Energy Connecticut LLC SFE Energy MostA America (US) L.P. Shell Energy North America (US) L.P. Shipley Choice, LLC d/b/a Shipley Energy Shipyard Brewing Co., LLC Shipyard Energy LLC Shrewsbury Electric & Cable Operations SmartEnergy Holdings LLC Solea Energy, LLC Somerset Power LLC South Hadley Electric Light Department South Jersey Energy Company South Jersey Energy ISO1, LLC South Jersey Energy ISO2, LLC Spark Energy, LP Springfield Power LLC Spruce Mountain Wind, LLC SRECTrade, Inc. Starion Energy, Inc. Starion Energy, Inc. StatArb Investment, LLC Stering 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 TransAlta Energy Marketing (U.S.) Inc. TransCanada Energy Harketing (US.) Inc. TransCanada Energy Ltd. TransCanada Power Marketing Ltd. Twin Eagle Resource Management, LLC UIL Distributed Resources, LLC Uncia Energy, LP - Series G Uncio Atlantic Electricity Union Leader Corporation Union of Concerned Scientists, Inc. Uniper Global Commodities North America LLC 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. Vermont Electric Cooperative Vermont Electric Power Company, Inc. Vermont Energy Investment Corp. Vermont Public Power Supply Authority Vermont Transco LLC Vermont Wind Verso Maine Energy, LLC Viridian Energy, LLC Viridity Energy, Inc. Vitol Inc. Wakefield Municipal Gas and Light Dep't Wallingford, CT, DPU, Electric Division Wallingford Energy II, LLC Waterbury Generation LLC Waterside Power, LLC Wellesley Municipal Light Plant West Boylston Municipal Lighting Plant

1/12/2016

Conn. Light and Power Company d/b/a Eversource Energy Conn. Materials Innovations & Recycling Authority

Conn. Municipal Electric Energy Coop. Conn. Office of Consumer Counsel

Conn. Transmission Municipal Electric Energy Coop. Conservation Law Foundation Consolidated Edison Co. of NY, Inc. Consolidated Edison Doveloyment, Inc. Consolidated Edison Doveloyment, Inc. Consolidated Edison Energy, Inc. Constellation Energy Power Choice, Inc. Constellation Energy Services, Inc. Constellation NewEnergy, Inc. Convergent Energy and Power LLC Covanta Energy Marketing, LLC Covanta Haverhill Associates, LP Covanta Maine LLC Covanta Projects of Wallingford, LP CPV Towantic, LLC Cross-Sound Cable Company, LLC

GenOn Energy Management, LLC Georgetown Municipal Light Dep't Goose River Hydro, Inc. Granite Reliable Power, LLC Granite Relate Foregy, LLC Great Bay Power Marketing, Inc. Green Berkshires, Inc. Green Development, LLC d/b/a Wind

Energy Development, LLC Green Mountain Energy Company Green Mountain Power Groton Electric Light Department Groveland Electric Light Department Guzman Energy LLC NEPOOL: Current Members

Moore Company, The Moore Energy LLC Morgan Stanley Capital Group, Inc.

Residents Energy, LLC Rhode Island Engine Genco, LLC Rocky Gorge Corporation Rowky Municipal Light Plant Royal Bank of Canada Russell Municipal Light Department Westerly Hospital Westerly Hospital Energy Company, LLC Western Massachusetts Electric Co. d/a/a Eversource Energy Westfield Gas & Electric Light Dep't Wheelabrator Bridgeport, LP Wheelabrator North Andover, Inc. WM Renevable Energy, LLC Wolfeboro Municipal Electric Department XOOM Energy, LLC Yes Energy, LLC Yes Energy, LLC Z-TECH, LLC

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ATTACHMENT 7 NOBLE AMERICAS ENERGY SOLUTIONS LLC

Please find attached a copy of our current and continuing parental guarantee in the amount of \$400,000.



GUARANTEE

GUARANTEE, dated as of November 8, 2012, of Noble Group Limited, whose registered office is located at Clarendon House, Church Street, Hamilton HM 11, Bermuda (the "Guarantor"), in favour of New Hampshire Public Utilities Commission ("Beneficiary").

1. Guarantee

In, Guarantor guarantees to Beneficiary, its successors and assigns, the prompt payment as and when due of all liabilities of Noble Americas Energy Solutions LLC ("Guaranteed Party") to Beneficiary, including any payment obligations due to Beneficiary for the benefit of Guaranteed Party's customers (the "Obligations"). Notwithstanding anything to the contrary herein, the liability of the Guarantor under this Guarantee is limited to, and shall in no event or under no circumstances exceed, US\$400,000.00 (inclusive of all interest, charges whatsoever thereon) ("Maximum Liability") and, subject to termination under the provisions of clause 12, shall expire either on the Effective Termination Date or upon termination of the Agreements, whichever is earlier. Expiry of this Guarantee shall not reduce or diminish the liability of the Guarantor to Beneficiary in respect of any Obligation incurred before the Effective Termination Date.

2. Validity

Guarantor's obligations hereunder shall be subject to the genuineness, validity, regularity, or enforceability of the Obligations or of any instrument evidencing the Obligations. Guarantor's obligations under this Guarantee constitute a guarantee of payment and not of collection.

3. Consents, Waivers, and Renewals

Guarantor agrees that Beneficiary may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of any of the Obligations, and may also make any agreement with Guaranteed Party on any of the Obligations, for the extension, renewal, payment, compromise, discharge, or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between Beneficiary and Guaranteed Party, without in any way impairing or affecting this Guarantee. Beneficiary shall resort to Guarantor for payment of any or all of the Obligations under this Guarantee, only after Beneficiary shall have resorted to any collateral provided as security or only after having proceeded, using all reasonable endeavours, against any other obligor principally or secondarily obligated with respect to any of the Obligations.





4. <u>Continuing Guarantee</u>

Subject to clause 2, this Guarantee shall remain in full force and effect and be binding upon Guarantor until all of the Obligations have been satisfied in full.

5. No Waiver; Cumulative Rights

No failure on the part of Beneficiary to exercise, and no delay in exercising, any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Beneficiary of any right, remedy, or power hereunder preclude any other or future exercise of any right, remedy, or power.

6. <u>Representations and Warranties</u>

The Guarantor represents and warrants that:

- (a) it is duly organised, validly existing, and in good standing under the law of the jurisdiction of its incorporation and has full corporate power and authority to execute, and perform this Guarantee;
- (b) the execution, delivery, and performance of this Guarantee have been and remains duly authorised and does not contravene any provision of Guarantor's certificate of incorporation or by-laws, as amended to date;
- (c) there is not pending or, to its knowledge, threatened against it or any of its affiliates any action, suit, proceeding at law or in equity or before any court, tribunal, government body, agency, or official or any arbitrator that is likely to affect the legality, validity, or enforceability against it of this Guarantee or its ability to perform its obligations under this Guarantee; and
- (d) at all times during the term of this Guarantee, Guarantor will continuously include and maintain as part of its official written books and records this Guarantee, all other exhibits, supplements, and attachments hereto and documents incorporated by reference herein, and evidence of all necessary authorisations.
- 7. Assignment

Neither Guarantor nor Beneficiary may assign its rights or delegate its obligations under this Guarantee, in whole or in part, without the prior written consent of the other party hereto, such consent not to be unreasonably withheld.



8. <u>Governing Law</u>

This Guarantee shall be governed by and construed in accordance with laws of the State of New York.

9. Jurisdiction

With respect to any claim, suit, action, or proceedings relating to this Guarantee, both parties irrevocably submit to the exclusive jurisdiction of the courts of the State of New York.

10. Partial Invalidity

In the event that any provision of this Guarantee is declared to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction or regulatory authority, the remainder of this Guarantee shall not be affected except to the extent necessary to delete such illegal, invalid, or unenforceable provision unless the deletion of such provision would substantially impair the respective benefits of the remaining portions of this Guarantee.

11. Notices

Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by tested facsimile to Guarantor or Beneficiary as applicable, at their addresses indicated below.

A communication, demand or notice given pursuant to this clause 11 shall be addressed:

If to the Guarantor, at:

Address:	Noble Group Ltd.
	18/F., MassMutual Tower
	38 Gloucester Road
	Hong Kong
Attention:	Group Treasurer / Asst. General Counsel
Telephone:	(852) 2861 4506 / (852) 2861 4598
Facsimile:	(852) 2865 2118 / (852) 2529 6129

If to Beneficiary, at:

Address:	21 South Fruit Street, Suite 10, Concord, NH 03301
Attention:	Debra Howland, Executive Director



12. <u>Termination</u>

Guarantor shall be permitted to terminate this Guarantee by written notice (by facsimile followed by a confirmation letter sent by registered mail with acknowledgement of receipt) to Beneficiary. Such written notice shall state the date it is being sent and shall be effective 30 days after such date (the "Effective Termination Date"). Termination shall not reduce or diminish the liability of the Guarantor to Beneficiary in respect of any Obligation incurred before the Effective Termination Date.

13. Superseding

With respect to only those Obligations of the Guaranteed Party, this Guarantee supersedes and overrides the guarantee dated May 8, 2012 between the Guarantor and Beneficiary, which shall on execution of this Guarantee become null and void *abinitio*.



IN WITNESS WHEREOF, this Guarantee has been duly executed as a deed the day and year first above written.

Noble Group Limited



Name: Harindarpal Singh Banga Title: Director

Name: Chee Ying Lim Title: Company Secretary

P: \ Gtocs \ New Hampshire Public Utilities Commission - NAES (8 November 2012)