PUC Rule 2003.01(a), (c) and 2006.01
(Updated Registration Form)

People's Power & Gas, LLC

Initial Registration for Competitive
Electric Power Supplier (CEPS) (as of November 26, 2012)

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:
   PEOPLE'S POWER & GAS, LLC
   www.PeoplesPower.com

2. The applicant's business address, telephone number, e-mail address, and website address, as Applicable:
   10150 Highland Manor Drive
   Suite 200
   Tampa, FL 33610
   Info@PeoplesPower.com
   www.PeoplesPower.com

3. The applicant's place of incorporation, if anything other than an individual:
   Delaware (Limited Liability Company). See Attachment A

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; 18 Puc 2000 NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES:
   David Pearsall, Chairman & CEO
   10150 Highland Manor Drive
   Suite 200
   Tampa, FL 33610
   1-855-85POWER
   DPearsall@PeoplesPower.com
   www.PeoplesPower.com

5. The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:
   a. The name, business address and telephone number of the entity;
   b. A description of the business purpose of the entity; and
   c. A description of any agreements with any affiliated New Hampshire utility.
   No affiliate and/or subsidiary of People's Power & Gas, LLC is conducting business in New Hampshire

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:

Jaclyn Werner
Customer Service Manager
JWerner@PeoplesPower.com
1-855-85POWER

7. The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to Commission inquiries:

Eileen Routhier
Regulatory & Compliance Officer
69 Bank Street
New Milford, CT 06776
860-799-6403
erouthier@PeoplesPower.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:

Corporation Service Company
d/b/a/Lawyers Incorporating Service
14 Centre Street
Concord, NH 03301
Contact Name: Doreen Wallace, dwallace@cscinfo.com

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:

Entity #645904. See Attachment B (updated)

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:

People's Power & Gas, LLC will provide electricity in all cities and towns within the PSNH, Unitil, New Hampshire Electric Cooperative, and Granite State/National Grid utility franchise areas

11. A description of the types of customers the applicant intends to serve, and the customer classes ad identified in the applicable utility's tariff within which those customers are served:

Residential, Commercial, Industrial & Municipal

12. A listing of the states where the applicant currently conducts business relating to the sale of electricity:

See Attachment C (updated)

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:
    No Customer Complaints have been filed

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:
    No director, officer, principal or other similar official of People's Power & Gas, LLC has ever been convicted of any felony

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:
    People's Power & Gas, LLC and its principals have had no civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation at any time
    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:
    People's Power & Gas, LLC and its principals have not settled any civil, criminal or regulatory investigations or complaints involving any state or federal consumer protection law or regulation at any time
    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:
    People's Power & Gas, LLC and its principals are currently not the subject of any pending civil, criminal or regulatory investigations or complaints 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:
    N/A

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;
    To the extent that People's Power & Gas, LLC engages in telemarketing, it shall maintain a list of consumers who request

being placed on the Company's (PPG) do-not-call list for the purpose of telemarketing

b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry
To the extent that People's Power & Gas, LLC engages in telemarketing, it shall obtain updated do-not-call lists from the National Do Not Call Registry

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
To the extent that People's Power & Gas, LLC engages in telemarketing, it shall not initiate calls to New Hampshire customers who have either requested being placed on the Company's (PPG) do-not-call lists or customers who are listed on the National Do Not Call Registry

18. For those applicants that intend not to telemarket, a statement to that effect:
People's Power & Gas, LLC has no current intention to telemarket but reserves the right to do so in the future in compliance with applicable Commission rules

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:
People's Power & Gas, LLC intends to use the utility's billing service.

20. A copy of each contract to be used for residential and small commercial customers:
See Attachment D (updated)

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
See Attachment E (updated)

22. The signature of the applicant or its representative:

Signature: _____
Name: David O. Pearsall
Title: Chairman & CEO
Dated: November 26, 2012

4209633v1

Exhibit A

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PEOPLE'S POWER & GAS 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 NINTH DAY OF MARCH, A.D. 2011.

4918253 8300

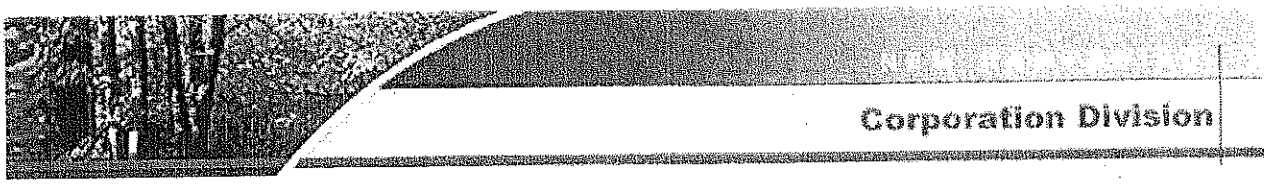
110253324

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

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 8613414

DATE: 03-09-11



Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 11/20/2012

Filed Documents
(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
People's Power & Gas LLC	Legal
People's Power & Gas LLC	Home State

Limited Liability Company - Foreign - Information

Business ID:	645904
Status:	Good Standing
Entity Creation Date:	3/17/2011
State of Business.:	DE
Principal Office Address:	10150 Highland Manor Drive Suite 200 Tampa FL 33610
Principal Mailing Address:	10150 Highland Manor Drive Suite 200 Tampa FL 33610
Last Annual Report Filed Date:	2/21/2012
Last Annual Report Filed:	2012

Registered Agent

Agent Name:	Lawyers Incorporating Service
Office Address:	14 Centre Street Concord NH 03301
Mailing Address:	

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

powered by:
PPG
People's Power & Gas
PeoplesPower.com

Corporate:
10150 Highland Manor Drive, Suite 200
Tampa, FL 33610

Northeast Office:
69 Bank Street
New Milford, CT 06776

T: 855-85POWER (76937)
F: 855-857-1188
Info@PeoplesPower.com

Exhibit C (updated)

PPG STATE LICENSES

CALIFORNIA (waiting to post Bond in CAISO)
Electric: CA LLC # 201126710184 Date: 09/12-2011
Electric Agreements signed (CAISO protocol)

- Pacific Gas and Electric
- SDGE
- Southern California Edison

CONNECTICUT
Electric: Docket # 11-05-09

- Connecticut Light & Power (CL&P)
- United Illuminating (UI)

Gas: DM # 11-02 Date: 10/06/2011

- Yankee Gas
- Connecticut Natural Gas/Southern Connecticut Gas

DC
Electric: EA-11-12 Date: 01/23/2011

- PEPCO

DELAWARE
Electric: Docket # 11-237 Date: 10/18/2011

- Delmarva

FLORIDA
DM# M11000001910 Date: 11/17/2011

- TECO Gas

MAINE
Electric: DM 2011-00133

- Bangor Hydro
- Central Maine Power

Gas: DM 2011-00133 Date: 12/21/2011

- Maine Natural Gas
- Bangor Gas

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MASSACHUSETTS

Electric: CS-084 Date: 06/20/2011

- Western Mass Electric Company (WMECO)
- NGRID
- NSTAR
- Unitil Fitchburg Gas & Electric

Gas: GS-042 Date: 09/29/2011

- NGRID
- Fitchburg Gas & Electric (Unitil)

MONTANA

Gas: N2012.2.18 Date: 02/28/2012

- Montana-Dakota

NEW YORK

Electric: ESCO code: PPLG Date: 04/05/2011

- Central Hudson
- Con-Edison
- NYSEG
- NGRID
- Orange & Rockland
- RG&E

First Electric Supplier to Serve Residential: (also serving Commercial, Industrial & Municipalities)

- **Long Island Power Authority**

Gas: ESCO code: PPLG Date: 04/05/2011

- NGRID Keyspan Energy NY
- NGRID Keyspan Energy LI

OHIO

Electric: Certificate # 11-378E Date: 07/27/2011

RHODE ISLAND

Electric: D-96-6 Date: 05/17/2011

- Narragansett (NGRID)
-

Gas: 2379 Date: 09/7/2011

- NGRID

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Info@PeoplesPower.com

PPG Waiting for Approvals/Licenses

NEW HAMPSHIRE

Electric: (waiting for PUC License)

- Granite State Electric-EDI TEST COMPLETED
- PSNH EDI TEST COMPLETED
- NHEC EDI TEST COMPLETED
- Unitil EDI TEST COMPLETED

MARYLAND

Electric: (waiting to post Bond with PSC)

FLORIDA

Gas: (Applied to Utility)

- Florida Public Utilities/Central Public Gas

OHIO

Electric: (Applied to Utility)

- AEP
- Cleveland Electric Illuminating
- Duke Energy
- Toledo
- Ohio Edison

Exhibit D

powered by:
People's Power & Gas
PeoplesPower.com

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10150 Highland Manor Drive
Suite 200, Tampa, FL 33610

Northeast Office:
69 Bank Street
New Milford, CT 06776

T: 855-85POWER (76937)
F: 855-857-1188
Enroll@PeoplesPower.com

NEW HAMPSHIRE

Electricity Enrollment Form – Variable Rate

Customer Information: (All Required)

Type: □ Residential □ Commercial **Renewable Energy Certificates:** □ 100% □ 50% □ 0%

Name and/or Business Name: _____

Service Address, City, State, Zip Code: _____

E-mail: _____ Telephone #: _____

Utility Account #: _____

SSN/EIN #: _____

Auto Pay Information

Credit Card number: _____ Expiration Date: _____ CVC code: _____

Checking Account Number: _____ Routing Number: _____

Statement Regarding Terms of Service and Agreement

- Choice/Rescission. You, the business or residence named above ("you" or "Customer"), understand that you are not required by law or mandated to purchase services or choose an alternative supplier, and acknowledge the sales representative represents People's Power & Gas, LLC ("People's Power"). Customer has the right to rescind this Agreement, without fees or penalties of any kind, during the three (3) business days after executing this Agreement if delivered personally or electronically and Customer shall have five (5) business days from the date of postmark if delivered via United States postal service.

- Local Utility Role. Customer acknowledges that the Local Distribution Company ("LDC") will continue to deliver electricity purchased from People's Power, read your meter and respond to emergency service as required by any federal and state laws. This Agreement is governed by laws of the State of New Hampshire. Customer hereby designates People's Power as its exclusive agent for receiving billing information from LDC and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity purchased by People's Power to the LDC transmission and distribution system.

- Transfer of Service and Term. The initial transfer shall commence on the switched meter read date after People's Power and LDC's approval. Customer may cancel at any time for any reason within the first ninety (90) days from execution of this Agreement without any fees or penalties. The term ("Term") will continue thereafter until December 31st of the following calendar year and for no less than 12 months. Customer may cancel this Agreement with (60) sixty days notice prior to the end of Term. If not terminated, this Agreement will thereafter renew for successive one year terms at a variable rate. It is the responsibility of your next supplier or LDC to terminate service with People's Power and transfer your account.

- Price and Other Charges. Customer will pay the People's Power variable rate for the Electric Supply Charge of your bill. The variable rate is determined by People's Power and may fluctuate on a monthly basis according to current market conditions and market prices for commodity, transportation, balancing fees, storage charges, People's Power fees, profit, line losses and applicable taxes. The People's Power rate does not include applicable LDC charges (such as system benefit and stranded cost charges), Delivery & System Charges, Efficiency & Renewables Charges, Ancillary Services, Taxes or any Tariff Charges. Except as provided in this Agreement, if you terminate this Agreement prior to the expiration date of the Term, or People's Power terminates this Agreement for non-payment, you will be liable for your average monthly Electric Supply Charges for each month remaining in the Term, multiplied by the projected retail rate per

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Suite 200, Tampa, FL 33610

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Enroll@PeoplesPower.com

kWh as determined by People's Power. Customer acknowledges that notwithstanding any cancellation of this Agreement, the applicable provisions shall remain in effect to the extent necessary to provide for final billing and collection.

- Billing. You hereby authorize People's Power to change your billing information with LDC. Customer will allow People's Power online access to your account with LDC and hereby designates exclusive control to People's Power as a billing/pay agent to provide you with a consolidated invoice by People's Power which includes LDC charges, Delivery & System Charges, Efficiency & Renewables Charges, Ancillary Services, Taxes, or any Tariff Charges. People's Power will remit any such charges directly to LDC on or before the due date after receipt of cleared payment from Customer. If you selected Auto Pay, you hereby authorize People's Power to automatically deduct payment in whole or in part on the date of your invoice. You may pay LDC directly for LDC's portion of the bill with notification of payment to People's Power. All past due balances before enrollment with People's Power must be resolved and paid directly to LDC or People's Power may add them to your invoice to be passed through to LDC. You also acknowledge that (i) People's Power may not carry forward Batch or Balanced Billing, (ii) People's Power may invoice you for the Power Supply Charge if unable to receive LDC's portion of your monthly bill, (iii) you are still responsible for paying the LDC portion to LDC if not invoiced by People's Power, and (iv) you hereby are exercising your rights to have LDC send the LDC portion to People's Power for processing and payment to LDC on the Customer's behalf to provide a consolidated invoice from People's Power and/or may be provided a consolidated invoice by the LDC. Invoicing to Customer by either the LDC or People's Power is in the sole discretion and determined by People's Power.

- Payments. Payment is due within 20 days of receipt of invoice. Late payments or partial payment balances will be subject to a 1.5% per month late fee on the Power Supply Charge. You are responsible for LDC Delivery & Systems Charges, Efficiency & Renewables Charges, Ancillary Services, Taxes, or any Tariff Charges not receive by due date, which may result in a late fee from LDC. Your invoice may be based on projected, scheduled or estimated meter readings. People's Power is authorized in its sole and absolute discretion and may without LDC's participation or support discontinue and/or disconnect service for late or non-payment, subject to, and in accordance with, any applicable laws or regulations. You remain responsible for any and all amounts invoiced by LDC while any dispute is being settled.

- Acceptance/Change of Terms. Customer acknowledges that People's Power reserves the right to not accept this Agreement and may modify, assign or transfer this Agreement at any time with at least (30) thirty days prior notification before a change becomes effective. You may terminate this Agreement before a change becomes effective without penalty. People's Power may cancel this Agreement at any time, provided that the applicable provisions of this Agreement shall remain in effect to the extent necessary to provide for any final billing and collection.

- Title/Taxes. Title under this Agreement for the electricity shall pass from LDC to People's Power prior to the delivery to LDC's systems. Customer shall be responsible for, and shall reimburse People's Power for, any transfer, sales or other taxes and related charges, however designated, imposed upon, the transfer of title or the transporting or delivering of electricity, unless prior to execution of this Agreement Customer has provided valid tax exemption certificates or other legal documents, as applicable.

- Communications. You agree that mail; email; phone and/or SMS/MMS cell phone texting are acceptable forms of communications of any State or LDC requirements, compliance filings or any notifications of any kind from People's Power or its affiliates and will allow the use of your name and/or logo for future refer-

ence. All customer information (including name, address, email address, telephone number and payment information) shall be considered confidential and will not be released without prior written consent.

- Demand Response Programs. Customer hereby designates to People's Power the exclusive right to enroll or transfer Customer by or into a Demand Response program if available during the Term and elected by Customer. If elected, Renewable Energy Certificates may be automatically charged to your People's Power electricity bill and may fluctuate with market conditions. You can cancel these at any time for any reason, upon prior written notice to People's Power.

- Bill Payment Assistance. Social Service Assistance Agencies available to low income customers :
  - Public Utilities Commission Consumer Affairs Division- www.puc.nh.gov/consumer/consumer.htm.
  - Belknap and Merrimack Counties- www.bm-cap.org
  - Rockingham County- www.rcaction.org
  - Hillsborough County-www.snhs.org
  - Cheshire and Sullivan Counties- www.schelps.org
  - Stafford County- www.staffcap.org
  - Coos, Carroll, and Grafton Counties- www.tccap.org

For further assistance please contact the Office of Consumer Advocate's Assistance Program: http://www.oca.nh.gov/index.htm.

- Questions/Disputes. Any questions or complaints, regarding People's Power terms and conditions of service, billing or any other disputes regarding this Agreement, can be emailed to info@peoplespower.com, call People's Power Customer Service at 855.85.POWER (855-857-6937), or mailed to People's Power & Gas, LLC, 69 Bank St. New Milford, CT 06776. People's Power agrees to put forth all best efforts to resolve issues in a timely manner. Questions regarding customer rights should be directed to the Public Utilities Commission Consumer Affairs Division at 800-852-2964. For information or to be on the DO NOT CALL Registry, please visit http://www.donotcall.gov or call 888-382-1222. Any service, delivery, or power outage-related issues should be directed to the local LDC, as follows:
  - Public Service Company of New Hampshire: 1-800-662-7764
  - Unitil: 1-800-852-3339
  - National Grid (formerly Granite State Electric): 1-800-465-1212
  - New Hampshire Electric Cooperative: 1-800-698-2007

Release: I am 18 or older and authorized to execute this Agreement. I request and hereby agree, acknowledge and understand that People's Power will submit enrollment requests to provide the above indicated services based on the pricing, terms and conditions, stated herein without a guarantee of savings. I hereby agree and authorize the release to People's Power of my usage history, meter and credit history or any other required information by People's Power for the duration of this Agreement. I have read, and hereby acknowledge and agree to the Statement of Terms and Agreement set forth above. By signing below I agree as to the Customer and personally, to be liable for all charges incurred on this account, and further, I waive my right and the Customer's right to notice and hearing in any civil collection action seeking a prejudgment remedy attachment pursuant to the laws of New Hampshire. In the event of a collection action, I agree that collection charges and statutory post-judgment interest will accrue on any judgment obtained up to the maximum allowed by state and federal law. Federal or state law may supersede this Agreement.

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PPG
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New Milford, CT 06776

T: 855-85POWER (76937)
F: 855-857-1188
Enroll@PeoplesPower.com

Customer Name (Please Print): _____ Referred By: _____

Customer Signature: _____ Date: _____

AFFIDAVIT

State of Connecticut :

: New Milford ss.
(Town)

County of Litchfield :

David O. Pearsall, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He is the Chairman & CEO (Office of Affiant) of People's Power & Gas, LLC (Name of Applicant);

That he is authorized to and does make this affidavit for said Applicant;

I swear or affirm that the Affiant/Applicant will comply with the New Hampshire general laws and all rules and regulations promulgated by New Hampshire Public Utilities Commission.

David O. Pearsall, Signature of Affiant
Chairman & CEO

Sworn and subscribed before me this 24th day of November, 2012

Signature of official administering oath

Besnik Islami Notary Public
Print Name and Title

My commission expires Besnik Islami
My Commission Expires
1/31/2014

4212917v1

PUC Rule 2003.01(b)
(Pearsall Affidavit -
PPG did not sell in NH)

People's Power & Gas
PeoplesPower.com

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F: 855-857-1188
Info@PeoplesPower.com

AFFIDAVIT

State of Connecticut :

: New Milford ss.
(Town)

County of Litchfield :

David O. Pearsall, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/she is the Chairman & CEO (Office of Affiant) of People's Power & Gas LLC (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant.

I swear or affirm that the Affiant/Applicant, never had any New Hampshire customers who responded to PP&G website marketing before the enrollment link was removed.

There are no New Hampshire consumers who have enrolled with PP&G prior to the removal of the enrollment link.

David O. Pearsall, Signature of Affiant
Chairman & CEO

Sworn and subscribed before me this 16 day of April (Month), 2012 (Year).

Kristin Ashley Cassidy
Signature of official administering oath

Kristin Ashley Cassidy
Print Name and Title

My commission expires August 31, 2016.

Kristin Ashley Cassidy
Notary Public-Connecticut
My Commission Expires
August 31, 2016

PUC Rule 2003.01(d)(1)
(EDI Testing Certificates)

Public Service
of New Hampshire
A Northeast Utilities Company

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

DOCKET NO. 11-066

ATTACHMENT 2 PG 1

02/23/12

People`s Power & Gas, LLC
ATTN: Eileen Routhier
69 Bank Street
New Milford CT 06776

Dear Eileen,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and People's Power & Gas (PP&G) have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as People's Power & Gas is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

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

Sincerely,

Aaron Downing

Aaron Downing
PSNH Supplier Services

ATTACHMENT 2PG 2

Public Service of New Hampshire
Certificate of Completion

is hereby granted to:

People's Power & Gas (PP&G)

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing

Granted: 02/23/12

Aaron Downing

Aaron Downing
PSNH Supplier Services

DOCKET NO.11-066

Unitil
Unitil Energy Systems, Inc.

Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to:	Peoples Power and Gas LLC
Represented by:	David Pearsall
Issued by:	Unitil Energy Systems
Represented by:	Todd Bohan, Energy Analyst
Date:	November 10, 2011

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Peoples Power and Gas LLC. As of November 10, 2011, Unitil Energy Systems does hereby declare Peoples Power and Gas 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

Peoples Power and Gas LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Peoples Power and Gas 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

11/10/11
Date

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

NEW HAMPSHIRE
Electric Co-op
A Touchstone Energy Cooperative

579 Tenney Mountain Highway
Plymouth, NH 03264-3154
www.nhec.coop
603-536-1800 / 800-698-2007

ATTACHMENT 2 PG 4

Test Acceptance Form October 6, 2011

The undersigned agree that People's Power & Gas LLC and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "LDC" option on September 29, 2011.

Subject to finalization of bilateral agreements between People's Power & Gas LLC and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, People's Power & Gas LLC may submit customer enrollment transactions electronically to NHEC upon providing billing rates no less than ten (10) business days prior to Member enrollment or Member's next billing date for any such rate. Supplier rates and pricing options must conform to the rate structure in use by the Cooperative for each specific rate class and be supported by meters in place.

Competitive Supplier Company: People's Power & Gas LLC

Competitive Supplier Business Contact Signature: _____
Date of Test Acceptance: 10/06/2011

Competitive Supplier Technical Contact Signature: _____
Date of Test Acceptance: _____

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: A William Bayard
Date of Test Acceptance: October 6, 2011

Distribution Company Technical Contact Signature: Mike A Potter
Date of Test Acceptance: October 6, 2011

DOCKET NO.11-066

From: Smilley, Sergio O. [mailto:Sergio.Smilley@nationalgrid.com]
Sent: Wednesday, November 21, 2012 4:41 PM
To: Eileen Routhier; EDI-Support; Gonzalez, Kristine S.; Jerz, Joan M.; Lang, Meagan; Hbenel@ecinfosystems.com; Barbero, Jeffrey R.
Cc: jcollins@peoplespower.com
Subject: RE: Conn. Production testing - People Power and Gas / NH Granite State

To Whom It May Concern,

Please be advised that People's Power and Gas, LLC has successfully completed EDI testing with National Grid for the National Grid Granite State Electric/New Hampshire electric service territory and is currently approved to do business. Please see attached and advise if anything else is needed for further clarification.

Regards,

Sergio Smilley
Senior Analyst
Supplier Services/Customer Choice
175 East Old Country Road
East Bldg. Ground Floor
Hicksville, NY 11801
Off: 516-545-2468
Fax: 516-545-3250

From: Eileen Routhier [mailto:erouthier@peoplespower.com]
Sent: Tuesday, November 20, 2012 5:13 PM
To: Smilley, Sergio O.; EDI-Support; Gonzalez, Kristine S.; Jerz, Joan M.; Lang, Meagan; Hbenel@ecinfosystems.com; Barbero, Jeffrey R.
Cc: jcollins@peoplespower.com
Subject: RE: Conn. Production testing - People Power and Gas / NH Granite State

Sergio,
People`s Power & Gas, LLC is in the process of obtaining our New Hampshire license with the NHPUC. We need a copy of our EDI certificate to show that we have completed EDI testing in NGRID NH. Can you please send proof of PPG completion in EDI testing with NGRID NH?

Thank You

Eileen Routhier
Compliance/Regulatory Officer
People's Power & Gas, LLC
https://www.PeoplesPower.com
O: 860-799-6403 | F: 855.857.1188 | M: 203-470-0277

Headquarters
10150 Highland Manor Drive,
Suite 243
Tampa, FL 33610

Northeast Office
69 Bank Street
New Milford, CT 06776

PUC Rule 2003.01(d)(2)
(PPG Access to N.E. Electric Supply)

Copy
Fedex'd to NHPUC
5/5/11

Michael Lynch, Chair
NEPOOL Membership Subcommittee

April 12, 2011

Mr. David O. Pearsall
Chairman & CEO
People's Power & Gas LLC
1217 East Cape Coral Parkway
Suite 220
Cape Coral, FL 33904
DPearsall@Peoplespower.com

Re: Application for NEPOOL Membership

Dear Mr. Pearsall:

The request of People's Power & Gas LLC ("PP&G") to become a Participant[1] in the New England Power Pool ("NEPOOL") was approved by the NEPOOL Participants Committee Membership Subcommittee at its April 11, 2011 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm PP&G's acceptance of NEPOOL's Standard Membership Conditions, Waivers and Reminders by signing a copy of this letter and returning it, *along with a copy of the Standard Membership Conditions, Waivers and Reminders*, to:

Audra Perry
New England Membership Application Coordinator
c/o ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Fax: 413-540-4680
E-mail: [illegible]

I understand that PP&G intends to operate in New England as a load aggregator. Your signature on a copy of this letter will also serve to confirm that understanding.

I have been instructed to remind PP&G of the following obligations which are common to all NEPOOL Participants that operate as load aggregators:

---

[1] Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement ("Restated NEPOOL Agreement"), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff").

42277555.1

(1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;

(2) each Participant is obligated to conform to any future changes in NEPOOL requirements;

(3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;

(4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;

(5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) $1,000;

(6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);

(7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time;

(8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant any such entity;

(9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;

(10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and

New England Power Pool • c/o Day Pitney LLP • 242 Trumbull Street • Hartford, CT 06103-1212

any other agreement that NEPOOL or the ISO administers and, except a Governance Only Member, to verify that satisfactory transmission arrangements have been made for each transaction;

(11) for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller;

(12) each Participant is obligated to conform to standards established by the ISO or any duly authorized NEPOOL committee to assure reliable operation of the New England Control Area, including, without limitation, the obligation to have the ability to subject its load to load shedding as required by the ISO; and

(13) no Participant may use its rights under the Second Restated NEPOOL Agreement, Tariff or the System Rules to avoid the application of any stranded cost policy, or to avoid or reduce the payment of any applicable stranded costs or access charges related to such stranded cost policy that has been approved by Federal regulators or regulators in any New England state in which that Participant is purchasing or selling electric energy and/or capacity for resale at wholesale or to retail customers.

Upon receipt of this countersigned letter, NEPOOL expects to make the necessary filings with the Federal Energy Regulatory Commission in order for PP&G's application to become effective.

Very truly yours,

Michael J. Lynch
Chair, Membership Subcommittee
of the NEPOOL Participants Committee

Accepted and approved:

People's Power & Gas LLC

By: _____
Name: David O. Pearsall
Its: Chairman & CEO

Dated: April 12, 2011

Enclosure

42277553.1

PUC Rule 2003.01(d)(4) and 2003.03(a)
(Financial Instrument)

DM 11-066

General Equity
BUILDING SOCIETY

BANK ORIGINAL

General Equity Building Society Private Banking

BY COURIER

DATE 10 October 2011 Kuala Lumpur Treasury processing office

TO:
NEW HAMPSHIRE PUBLIC UTILITY COMMISSION
21 S. FRUIT ST. STE 10, CONCORD
NEW HAMPSHIRE, UNITED STATES, 03301
MARKED FOR THE ATTN OF: DEBRA HOWLAND
TEL: +1 -800-528-2070

BENEFICIARY:
NEW HAMPSHIRE PUBLIC UTILITY COMMISSION
21 SOUTH FRUIT STREET SUITE 10
CONCORD, NH 03301, USA

PLS ALWAYS QUOTE

OUR REF GEBS/ SLC/NO GEBSSLC100K.11.07751.11101001

ISSUING FINANCIAL INSTITUTION:

GENERAL EQUITY BUILDING SOCIETY (BANKING/CREDIT DEPARTMENT)
LEVEL 4, 17 ALBERT STREET, AUCKLAND 1010, NEW ZEALAND
S.W.I.F.T: GEBSNZ2A (BIC)
Tel: +64 9 363 2951 or Legal office: +61 39820 1455 Fax: +61 39820 5455 or +64 9 363 2727
Website: www.general-equity.com Email: treasury@general-equity.com or jkortumf@general-equity.com

SLC NO: GEBSSLC100K.11.07751.11101001
EXPIRY DATE: 10TH MARCH 2017
AMOUNT: USD *******100,000.00
APPLICANT: POLO TRADE FINANCE

ATTACHED HEREWITH IS THE ORIGINAL IRREVOCABLE STANDBY LETTER OF CREDIT ADVICE.

THIS ADVICE IS SUBJECT TO ISP 98 ICC NO. 590 AND THE LAWS OF NEW ZEALAND. PLACE OF JURISDICTION IS AUCKLAND, NEW ZEALAND.

THIS ADVICE REQUIRES ONLY ONE SIGNATURE

GE-T-BR-0105

(LCAVINTVIS)

ADVISE FOR PTF

General Equity Stamp

General Equity
BUILDING SOCIETY

BANK ORIGINAL

TO BE SENT VIA COURIER TO: NEW HAMPSHIRE PUBLIC UTILITY COMMISSION

FM: GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), AUCKLAND, NEW ZEALAND
WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT THAT IS DETAILED AS UNDER.
==========

REFERENCE NO.: GEBSSLC100K.11.07751.11101001

DATE OF ISSUE: 10.10.2011

DETAILS OF GUARANTEE

TYPE OF SLC – IRREVOCABLE STANDBY LC

ISSUING BANK: GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), AUCKLAND, NEW ZEALAND

SLC NO: GEBSSLC100K.11.07751.1110100

EXPIRY DATE AND PLACE: 10 MARCH 2017 AT BENEFICIARY'S PLACE

APPLICANT:
POLO TRADE FINANCE
LEVEL 4 SUITE A-17 ALBERT STREET
AUCKLAND NEW ZEALAND 1010

BENEFICIARY:
NEW HAMPSHIRE PUBLIC UTILITY COMMISSION
21 SOUTH FRUIT STREET SUITE 10
CONCORD, NH 03301, USA

AMOUNT: 100,000.00 USD

DETAILS OF GUARANTEE

ATTN: L/C ADVISING DEPARTMENT

DRAFT - DRAWN AT SIGHT ON GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), AUCKLAND, NEW ZEALAND FOR 100 PERCENT OF CLAIM AMOUNTPAYMENT AGAINST THIS SLC IS AVAILABLE AGAINST THE SUBMISSION OF THE FOLLOWING ORIGINAL DOCUMENTS AT OUR COUNTER AT THE FOLLOWING ADDRESS: GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), LEVEL 4 17 ALBERT STREET, AUCKLAND 1010, NEW ZEALAND

+ DRAFT FOR THE CLAIM AMOUNT MARKED DRAWN UNDER STANDBY LETTER OF CREDIT NO. GENERAL EQUITY /SLC/GEBSSLC100K.11.07751.1110100 1 ISSUED BY GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING) IN ONE ORIGINAL AND THREE COPIES.
+ A SIGNED STATEMENT FROM BENEFICIARY STATING THEY HAVE DISCHARGED ALL THEIR OBLIGATIONS TOWARDS THE ACCOUNT PARTY AND ACCOUNT PARTY HAS FAILED TO DISCHARGE ITS OBLIGATIONS AS PER THE TERMS OF THE UNDERLYING CONTRACT AND THIS SLC IN ONE ORIGINAL AND THREE COPIES.
+ AUTHENTICATED SWIFT MSG ADDRESSED TO BENEFICIARY'S BANK BY GENERAL EQUITY BUILDING SOCIETY (PRIVATE BANKING), AUCKLAND, NEW ZEALAND CONFIRMING THE BENEFICIARY'S FULFILMENT OF THEIR COMMITMENT TOWARDS THE APPLICANT.
ALL DOCUMENTS SUBMITTED MUST BE IN ENGLISH LANGUAGE.

PARTIAL DRAWINGS PERMITTED.

ALL BANK CHARGES OUTSIDE NEW ZEALAND ARE ON BENEFICIARY'S ACCOUNT.

ALL CLAIMS UNDER THIS STANDBY LETTER OF CREDIT MUST BE PRESENTED THROUGH YOUR BANK WITHIN EXPIRY DATE AFTER WHICH THIS CREDIT WILL BE TREATED AS NULL AND VOID.

General Equity
BUILDING SOCIETY

BANK ORIGINAL

THIS STANDBY LETTER OF CREDIT IS OPENED ON THE ACCOUNT OF PEOPLE'S POWER AND GAS LLC,1217 EAST CAPE CORAL PKWY,SUITE 220,CAPE CORAL,FLORIDA,USA 33904 AND THE BENEFICIARY AS PER APPLICATION FOR STATE LICENSING.

WE HEREBY ENGAGE WITH THE DRAWER THAT THE DRAFT DRAWN IN COMPLIANCE WITH THE TERMS OF THIS STANDBY LETTER OF CREDIT WILL BE DULY HONOURED BY US UPON PRESENTATION DULY COMPLIED WITH THE TERMS AND CONDITIONS STATED IN THIS STANDBY LETTER OF CREDIT.

THIS LETTER OF CREDIT IS SUBJECT TO ISP 98 ICC NO. 590 AND THE LAWS OF NEW ZEALAND. PLACE OF JURISDICTION IS AUCKLAND, NEW ZEALAND.

THIS ORIGINAL REQUIRES ONLY ONE SIGNATURE

GE-T-BR-0105

(LCAVINTVIS)

ADVISE FOR PTF

General Equity Stamp

(Updated Information on PPG's Management)

powered by:
PPG
People's Power & Gas
PeoplesPower.com

Corporate:
10150 Highland Manor Drive, Suite 200
Tampa, FL 33610

Northeast Office:
69 Bank Street
New Milford, CT 06776

T: 855-85POWER (76937)
F: 855-857-1188
Info@PeoplesPower.com

People's Power & Gas, LLC

MANAGERIAL FITNESS (UPDATED)

Mr. David O. Pearsall – Chairman & CEO

The Chairman & CEO of People's Power & Gas, LLC is Mr. David O. Pearsall. Mr. Pearsall has an extensive managerial background in the retail electric markets that match the capabilities required to serve retail electric customers in all deregulated states.

Mr. Pearsall was the owner and president of Modern Electrical Contractors of New Milford, CT from 2003 to 2007. He is a licensed electrician who holds an E-1 and E-2 Certification from the State of Connecticut. As owner and president of Modern Electrical Contractors, Mr. Pearsall conducted electrical installation and maintenance of electrical systems for large commercial, small commercial and residential accounts with up to 35 electricians.

In May 2007, Mr. Pearsall founded and built Public Power & Utility, Inc. ("PP&U"), a retail energy supplier, which is licensed in Connecticut, Massachusetts, Maine, Maryland, New Jersey, New York and Pennsylvania with over 80,000 customers. Under Mr. Pearsall's direction, PP&U operated successfully in the ISO-New England, ISO-New York, and PJM deregulated electric markets. Mr. Pearsall sold all his interest in PP&U in November 2010.

Mr. Pearsall is a hands-on executive and works directly with customers and sales personnel to ensure that there is a clear understanding regarding enrollment processes, sales agreements, pricing, and administrative aspects of the retail energy industry. He regularly makes presentations and holds discussions regarding retail electricity purchasing to major businesses, small business owners, municipal agencies, and civic groups. In October 2012, Mr. Pearsall became a member of the National Energy Marketers Association (NEMA).

Mr. Pearsall's goal is to provide a cost-effective and convenient service with savings for both commodities and to provide the best employment for those who deserve it.

Mr. Steven Malkiewicz – Chief Financial Officer

Mr. Malkiewicz has been a participant in the utilities/energy industry during his entire business career and currently serves as Chief Financial & Risk Officer for People's Power & Gas, LLC. His experience is a unique blend of financial and analysis assignments, with strategic and operational responsibilities. Mr. Malkiewicz has

Corporate:
10150 Highland Manor Drive, Suite 200
Tampa, FL 33610

Northeast Office:
69 Bank Street
New Milford, CT 06776

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Info@PeoplesPower.com

founded or assisted in forming and building many notable businesses participating in restructured energy
Markets, with hands-on responsibility for technical operations, load forecasting, hedging, risk management, finance, accounting, and maintaining regulator and supplier relationships. His background provides him with a broad understanding of
Energy markets, in-depth knowledge of quantitative methods, and hand-on experience with implementation.

Mr. Malkiewicz began his career as an auditor and consultant at Arthur Andersen in their Chicago and Detroit offices. Mr. Malkiewicz also served as Senior Officer for a gas distributor and marketer. Mr. Malkiewicz is a Certified Public Accountant and a member of the Global Association of Risk Professionals.

Eileen Routhier- Compliance/Regulatory Officer

Ms. Routhier has over nine years of experience in the energy field in several different capacities. She is responsible for licensure and compliance processes with respect to electric and natural gas supply services, as well as interfacing with utility commissions and utility companies across the United States. Her responsibilities at People's Power & Gas, LLC include the following:

- Overseeing and maintaining PPG's state and federal compliance requirements and ensuring PPG's active and good standing position.
- Supervising registration and/or licensure activities in 27 states
- Facilitating EDI testing with a full understanding of the systems and processes
- Load/capacity scheduling of electric and gas directly to the ISO and Pipeline
- Initiating and maintaining relationships with trade partners and financial institutions

Ms. Routhier has completed extensive coursework and training with the New England and New York ISOs, The Energy Management Institute, and Links Systems. Additionally, she is a member of the National Energy Marketers Association (NEMA).

Jaclyn Werner- Office Manager/ Customer Service Specialist

Mrs. Werner oversees and manages all aspects of PPG's daily production, customer service, customer accounts, and call center activity. Additionally, she manages and assists PPG brokers and all broker training. Mrs. Werner works directly with customers and staff via incoming and outgoing service-related calls, emails and mail inquiries. Mrs. Werner has a degree in business management and is proficient with Utilibill and other customer account and billing software.

(Technical Fitness)

People's Power & Gas LLC

TECHNICAL FITNESS

People's Power & Gas, LLC has the requisite managerial and technical expertise to serve retail customers in Connecticut.

People's Power & Gas LLC's staff all has prior industry experience and will utilize their knowledge for all power purchasing, scheduling, settlement, renewable energy credits, pricing, risk management, billing, tax filings, regulatory filings, and customer service. The operations, finance, and customer service personnel have prior experience operating successfully in the ISO-New England deregulated market with residential, small commercial, and large commercial customers. Our personnel have attended supplier training for New York, Connecticut, Maine, Massachusetts, and New Hampshire.

We use a well known third-party EDI/billing provider, EC Infosystems of Garden City, New York to manage both market and utility transactions.

People's Power & Gas is developing an all-inclusive software (patent pending) for automated customer enrollments and will be connected to our EDI link, via EC Infosystems. We believe this system will help to increase People's Power & Gas' customer enrollments in one or both commodities, as well as any compliance requirements exponentially.

The all-inclusive software will incorporate online enrollments, fax/paper enrollments, phone IVR (Intelligent Voice Recognition), and TPV (Third Party Verification) files. The system is designed so that every enrollment will be compliant in its respective state. When a customer calls our customer service phone number, a customer service representative will automatically see all of the customer's information on their computer screen from the moment the customer calls. The software will automatically set up a customer account page and verify any duplicate information. Welcome and Thank You letters will be sent out automatically upon a customer's enrollment with People's Power & Gas. The system will also notify our customer service representatives of any rejected customers from any utility so that we can immediately find the discrepancy and resubmit the enrollment. Representatives are able to query any customer information such as customer count by state or utility, billed and unbilled, kilowatt hour usage, average electricity or natural gas consumption by an individual customer or by type and rate codes. The software also helps to ensure the confidentiality of our customers, as well as mitigate any potential slamming issues. We also believe that it will alleviate human error and allow us to be user-friendly, seamless and scalable as we expand into new markets, allowing us to keep our personnel costs down, thereby reducing our direct overhead expenses.

People's Power & Gas, LLC expects to make moderate investments in personnel over the next five years as our business grows. We plan to hire highly qualified and experienced professionals to streamline and automate our middle and back-office functions, and to provide more exceptional online capabilities for our customers via our company website.

1217 East Cape Coral Pkwy, Suite 220 • Cape Coral, FL 33904 • 855-85POWER • Fax: 855-857-1188
www.PeoplesPower.com