

DM12-075



NEW HAMSHIRE PUBLIC UTILITIES COMMISSION

Debra Howland, Executive Director

21 South Fruit Street, Suite 10

Concord, NH 03301-2429

Subject: Additional documentation to be added to the
CEPS Initial Registration Application for Electricity NH, LLC
Submitted March 22, 2012



Dear Ms Howland,

Concerning the Puc 2006.01(a)(9), attached you will find three copies of the certificate from the Department of State registering our Trade Name.

Also attached are *revised* copies of our Terms of Service that was sent to you on April 10, 2012.

Our Black Rock Account # is 35313

Enclosed is also an electronic copy in PDF format of attached documents.
Please let me know if you have any questions.

Best Regards,

A handwritten signature in blue ink, appearing to be "Kevin Dean".

Kevin Dean
Principal Member
April 16, 2012

DISTRIBUTED

Cc: Emile Clavet, Principal Member; Electricity NH, LLC

State of New Hampshire

Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

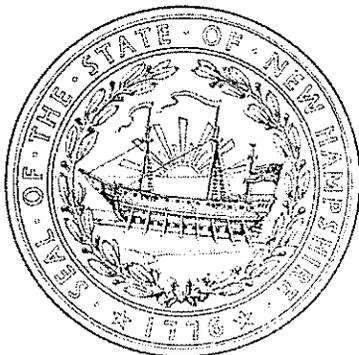
E.N.H. Power

This is to certify that Electricity N.H., LLC registered in this office as doing business under the Trade Name E.N.H. Power, at 306 Rodman Road, PO Box 1150 Auburn, ME 04211 on April 9, 2012.

The nature of business is buying and supplying electricity, together with other business permitted under New Hampshire law.

Expiration Date: April 9, 2017

Business ID#: 669045



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April, 2012 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Electricity NH, LLC d/b/a E.N.H. Power
Terms of Service

Purchase of Electric Generation Service. E.N.H. Power agrees to sell and you agree to buy, your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement (the “Supply Contract”) throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that E.N.H. Power provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

1. Price Structures. You will be billed a fixed rate in cents per kilowatt hour (“kWh”) for your actual consumption of electricity. The Price Structures do not include any applicable taxes. In addition, the Price Structures do not include the price of transmission and distribution, the system benefits charge and stranded cost recovery. You are responsible for paying your local utility distribution and transmission charges as well as any other applicable charges. E.N.H. Power reserves the right to change its Price Structures at a minimum of once annually in March of each year and as market conditions may demand. We will notify you of any price change in writing, via your email address on file, with thirty (30) days prior notice.

E.N.H. Power offers two fixed rate price structures:

a. Prime Savings - Set annually based on the current Utility standard offer rate and market conditions at the time. This is the introductory rate offered by E.N.H. Power.

b. Basic Savings – Set annually based on the current Utility standard offer and market conditions at the time. It is a rate that is higher than the Prime Savings rate and less than the current Utility standard offer. This rate is reserved for accounts that do not wish to enter into an annual fixed rate supply contract and accounts that become more than thirty 30 days in arrears.

The current Prime Savings and Basic Savings rates are set forth in Appendix A.

2. Duration and kind of contract. This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is annual, beginning at the next meter read date after the Utility processes your enrollment with E.N.H. Power. Service commencement lead-time may vary depending on utility enrollment requirements, and your specific meter-reading schedule. Upon commencement of service, this Supply Contract will renew automatically on an annual basis at the then current E.N.H. Power Prime savings rate until terminated by you or E.N.H. Power, in which case this Supply Contract will terminate on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination. You have the right under New Hampshire law to change electricity suppliers subject to the terms of this Supply Contract. If you terminate this Supply Contract prior to the completion of the initial 12 month period, E.N.H. Power reserves the right to charge you a “Cost Recovery Fee” of \$100 which is intended not as a penalty, but simply to offset the cost of selling

the unused portion of your electricity to others and estimated lost revenue that E.N.H. Power may incur from such a sale, if any, and related expenses.

3. Payment of Bills. The cost of your electric generation service will be included on your bill from the Utility (PSNH, Unitil, NGRID, or NH CO-OP), and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. E.N.H. Power reserves the right to change billing methods.

When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by E.N.H. Power, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest.

In the event you default in your payment or other obligations under this Supply Contract by more than fifteen (15) days, we may either (i.) move your account to the Basic Savings rate or (ii.) cancel this Supply Contract upon thirty (30) days written notice, at which subsequent time you will default to the Utility's Standard Offer rate plan. You will be responsible for balances owed to E.N.H. Power for generation service and E.N.H. Power's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs.

4. Credit Reporting. When you first apply for service and during the term of the Supply Contract with E.N.H. Power we may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, E.N.H. Power reserves the right to report your payment history to a credit reporting agency.

5. Customer Deposits. E.N.H. Power does not require a customer deposit to enroll.

6. Warranty Disclaimer; Damages; Force Majeure.

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY E.N.H. POWER ON AN "AS IS" BASIS. E.N.H. POWER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, E.N.H. POWER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that E.N.H. Power shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. E.N.H. Power shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. E.N.H. Power's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall E.N.H. Power be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract.

E.N.H. Power will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of E.N.H. Power's control (Force Majeure events) may result in interruptions in service and E.N.H. Power shall not be liable for any such interruptions. E.N.H. Power does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that E.N.H. Power shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond E.N.H. Power's control.

7. Charges, Fees and Penalties. You will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to you by E.N.H. Power except as noted in this contract. Your account may be (i.) moved to the Basic Savings rate or (ii.) terminated by E.N.H. Power as a penalty for non-payment of your account in excess of fifteen (15) days.

You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per paragraph 3 of this agreement.

In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the New Hampshire PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the New Hampshire PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in E.N.H. Power incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge.

8. Estimated Bills. In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.

E.N.H. Power reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

9. Right to Rescind. YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN THREE BUSINESS DAYS OF ELECTRONIC OR PERSONAL DELIVERY OF THIS SUPPLY CONTRACT, OR WITHIN FIVE BUSINESS DAYS OF DELIVERY OF THIS SUPPLY CONTRACT BY U.S. MAIL. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

1. By telephone at: 866-266-2641;
2. By mailing us a written notice to rescind at:
Electricity NH, LLC
PO Box 1150
Auburn, Maine 04211-1150; or
3. Electronically through E.N.H. Power's website at www.ElectricityNH.com.

10. Questions and Complaints. If you have a question or complaint about your electricity supply, you can contact E.N.H. Power by phone, toll-free by calling 1-866-266-2641 during the following hours: Monday through Friday, 8:30 a.m. to 4:30 p.m. You can also contact us through our website at www.ElectricityNH.com. In the event of a billing or service dispute, the parties agree to use their best efforts to resolve the dispute.

11. Standard Offer Generation Service. All retail electricity customers in New Hampshire are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

12. Changes in Terms of Service. In the event of any material changes in these Terms of Service, we will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such material change.

13. Assignment. This contract may be assigned or transferred by E.N.H. Power without your consent with thirty (30) days prior written notice to your e-mail address on record. You may not assign this contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from E.N.H. Power. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than E.N.H. Power and Customer.

14. Do-Not-Call List. The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

15. Consumer Protection Rights. You may contact the New Hampshire Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. or by writing to the Commission at:

New Hampshire Public Utilities Commission
Consumer Assistance Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

16. Low-Income Assistance. Eligible low-income residential customers may qualify for discounted electric rates from your Utility or electric assistance from the State. For more information contact your Utility or visit the New Hampshire Public Utilities Commission website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. E.N.H. Power cannot guarantee a lower electricity rate against non-published, specialized utility rates, such as those for low income eligible customers.

17. Confidentiality and Information Release Authorization. By entering into this Supply Contract and providing your utility account number(s) and authorization number(s), you authorize E.N.H. Power to obtain from your local utility (PSNH, Unitil, NGRID, or NH CO-OP) any account information including usage information and payment history. E.N.H. Power will not release your confidential customer information to any third-party without your written authorization. Confidential customer information shall include, but not be limited to:

- (1) Customer name, address, e-mail address and telephone number; and
- (2) Individual customer payment information.