

Power for change.

North American
Power®



February 8, 2017

VIA FED-EX

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



Re: North American Power and Gas, LLC - CEPS License No. DM 12-138
Notice of Change in Ownership Structure and License Update

Dear Ms. Howland,

In accordance with New Hampshire Admin. R. Puc 2003.01(e), which requires Competitive Electric Power Suppliers (“CEPS”) to notify the Public Utilities Commission (“PUC”) within 30 days following the effective date of any changes to the information provided in its license application, this correspondence shall serve as notice of a change in North American Power and Gas, LLC’s (“NAPG”) corporate structure related to its license as a CEPS License No. DM 12-138.

NAPG is an indirectly owned subsidiary of NAPGS Holdco, LLC (“NAPGS Holdco”). On January 17th, 2017 Calpine Energy Services Holdco LLC (“CES”) directly acquired all of the membership interests of NAPGS Holdco, the ultimate indirect parent of the Electric Supplier, NAPG. A chart depicting the new ownership structure is attached hereto as Attachment A.

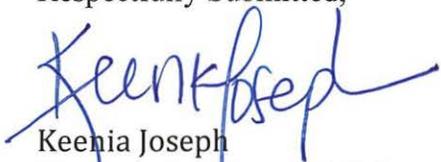
NAPG anticipates that the change in ownership of its parent company, NAPGS Holdco will have no effect on NAPG’s continued operation, current contracts, provision of service, or any other aspect of NAPG’s operation in

Additionally, enclosed are specific updates to applicable sections of NAPG’s CEPS application on the Commission’s website. NAPG is providing updated information regarding (1) the names, titles, business addresses, telephone numbers and email addresses of its principal officers; (2) affiliate information in NH; and (3) evidence of financial security as defined in Puc 2003.03. As a result of the change in ownership, there have been changes to this information. Therefore, attached hereto as Attachments B, C, and D are updated information regarding each of those five items.

Please return a date-stamped copy of this letter using the enclosed self-addressed Federal Express envelope at your earliest convenience. Thank you for your assistance, and please contact me if you have any questions regarding this matter.

Please do not hesitate to contact me via email at Kjoseph@napower.com or by telephone at 203-663-9757.

Respectfully Submitted,



Keenia Joseph
Director, Regulatory Affairs

Enclosures

cc: David Gayotte, PUC
Donald Kreis, OCA

ATTACHMENT A

Graphical Depiction of Ownership Structure

ATTACHMENT B

Question. No. 4: Name, Title and Business Address of all Officers and Directors, Partners, or other similar Officials

As of January 17th, 1, NAPG's Officers and Directors are those individuals listed below:

OFFICERS:		
Michael Sullivan President 1500 Rankin Road, Ste. 200 Houston, Texas 77073 Phone: 281.653.1854 Michael.sullivan@champion.energy	Caleb Stephenson Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713.570.3547 Caleb.stephenson@calpine.com	Shonnie Daniel Vice President and Assistant Secretary Calpine Corporation 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713.830.8872 Shonnie.daniel@calpine.com
W. Thaddeus Miller Chief Legal Officer/Corp. Sec. 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 thadmiller@calpine.com	Kaiser Malik Assistant Secretary 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: (713) 570-4854 Email: kmalik@calpine.com	Deryl Brown Vice President 20 Glover Avenue, Suite 3 Norwalk, Connecticut 06850 Phone: 203-663-9781 dbrown@napower.com
Zamir Rauf Chief Financial Officer 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Zamir.Rauf@calpine.com	Andrew Novotny Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713.570.4605 Andrew.novotny@calpine.com	Greg Breitbart Vice President 20 Glover Avenue, Suite 3 Norwalk, Connecticut 06850 Phone: 203-663-9701 gbreitbart@napower.com
Wade Garney Griggs, III Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 Wade.Griggs@calpine.com	Brenda Crockett Vice President 1500 Rankin Road, Ste. 200 Houston, Texas 77073 Phone: 281.653.5071 bcrockett@champion.com	Stacey Peterson Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713.570.4618 Stacey.peterson@calpine.com

ATTACHMENT C

Question No. 5: Affiliates and Subsidiaries

Upon the closing of the acquisition of North AmericanPower by Calpine, Calpine affiliates became affiliates of North American Power and Gas, LLC. Attached is a list of affiliates that conducts business in NH.

ATTACHMENT D

No. 9: Evidence of Financial Security

As of the closing of the acquisition, Calpine issued replacement bonds to meet the financial security obligation of NAP in NH. For easy reference, outlined below are the bond numbers for the existing bond on file with the PUC and the enclosed replacement original bond along with two additional copies:

- Existing Bond Number: BMP 1006624
- Replacement Bond Number:800030653

FORM OF SURETY BOND

WITNESSETH: This Surety Bond given by **North American Power and Gas, LLC** as Principal, and **Atlantic Specialty Insurance Company**, as Surety, are jointly and severally bound unto **New Hampshire Public Utilities Commission**, as Obligee, in the amount of **Three Hundred Fifty Thousand and NO/100 Dollars (\$350,000.00)** (U.S.), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal and Obligee have entered into certain "Agreements," pursuant to which the Principal may from time to time use the services of the Obligee for the purchase and sale of electric power, transmission, and/or other services (hereinafter referred to as "Transactions"); and,

WHEREAS, the Principal has promised to pay the Obligee any indebtedness arising from such Transactions as bills are rendered, and shall be in Default unless payment is made within the time required under the agreement; and,

WHEREAS, the Surety promises to pay to the Obligee any amounts in Default on any Transactions where the Transactions occur during the term of this Bond; and

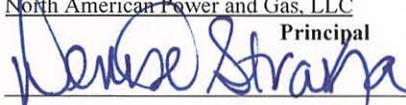
WHEREAS, upon Default, as defined in the applicable Agreements, or failure to remit payment pursuant to a demand within the required time frame under the applicable Agreements, the Obligee shall provide notice to the Surety and to Principal, and the Surety shall render payment to the Obligee within thirty (30) days of receipt of such notice.

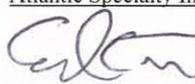
NOW, THEREFORE, the Principal shall pay or cause to be paid to the Obligee, within the time required under the Agreements, all amounts arising from such Transactions or demands that may at any time hereafter be due and owing to the Obligee by the Principal, and shall have no other obligation under this Bond. This Bond shall remain in full force and effect for the term set forth below unless terminated as provided below.

This bond is subject to the following terms, limitations and conditions:

1. The term of this bond shall be for one year commencing on 1/17/2017, and shall continue from year to year thereafter unless terminated in accordance with paragraph 2 below.
2. The Surety shall have the right to terminate its liability hereunder at any time by giving notice in writing to the Obligee and the Principal and stating therein the effective date of such termination which date shall not be less than ninety (90) days after receipt of said termination notice by the Obligee and with notice to Principal. Such notice shall not limit or terminate any obligation of Surety arising under the Agreements in respect to any obligations arising from any Transactions entered into prior to the date of such termination by Surety.
3. That no proceeding in law or in equity may be brought under this Bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the date of cancellation of this Bond.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 11th day of January, 2017.

North American Power and Gas, LLC
Principal
 (Seal)

Atlantic Specialty Insurance Company
Surety
 (Seal)
Edward C Spector, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JAN 11 2017 before me, D. Casillas, Notary Public, personally appeared Edward C. Spector who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in blue ink that reads 'D. Casillas'.

Signature of Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Edward C. Spector, Daravy Mady, James Ross, Tracy Aston, Simone Gerhard, Thomas Branigan**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

STATE OF MINNESOTA
HENNEPIN COUNTY

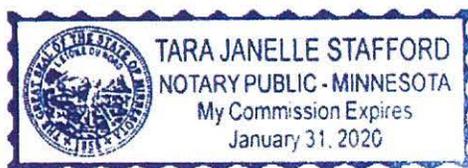


By



Paul J. Brehm, Senior Vice President

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

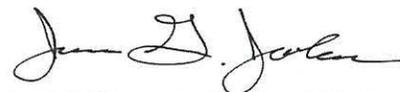


Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of JAN 11 2017

This Power of Attorney expires
October 1, 2017



James G. Jordan, Assistant Secretary

Registrations by Jurisdiction Report

As of January 25, 2017

New Hampshire

Calpine Administrative Services Company, Inc.

Registration Type:	Qualification	Status:	Active
Start Date:	01/12/2004	End Date:	
Charter Number:		Tax ID:	
Agent:	CSC-Lawyers Incorporating Service		

Calpine Energy Solutions, LLC

Registration Type:	Qualification	Status:	Active
Start Date:	02/22/2011	End Date:	
Charter Number:		Tax ID:	
Agent:	Corporation Service Company		

Calpine Granite Holdings, LLC

Registration Type:	Registration	Status:	Active
Start Date:	11/12/2015	End Date:	
Charter Number:		Tax ID:	
Agent:	Corporation Service Company		

Champion Energy Services, LLC

Registration Type:	Registration	Status:	Active
Start Date:	08/08/2014	End Date:	
Charter Number:		Tax ID:	
Agent:	Corporation Service Company		

Granite Ridge Energy, LLC

Registration Type:	Qualification	Status:	Active
Start Date:	02/11/2003	End Date:	
Charter Number:		Tax ID:	
Agent:	Corporation Service Company		

Granite Ridge Operating, LLC

Registration Type:	Qualification	Status:	Active
Start Date:	12/18/2015	End Date:	
Charter Number:		Tax ID:	
Agent:	CSC-Lawyers Incorporating Service		

North American Power and Gas, LLC

Registration Type:	Registration	Status:	Active
Start Date:	05/14/2012	End Date:	
Charter Number:		Tax ID:	
Agent:	Corporation Service Company		