

New Hampshire Public Utilities Commission  
21 South Fruit Street, Ste. 10  
Concord, NH 03301



June 13, 2013

To Whom It May Concern:

Abest Power & Gas of NH, LLC would like to request the opportunity to be a Licensed Competitive Electric Power Supplier in the State of New Hampshire.

We have completed the attached application and have also enclosed the required \$500 application fee. We have reviewed and followed the guidance of the New Hampshire Code of Administrative Rules to complete the application process.

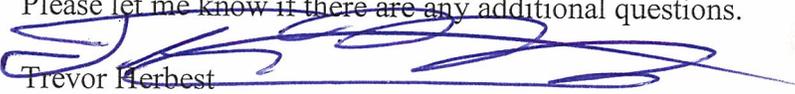
In addition to the application, we have also submitted exhibits that pertain to the items on the application which need further evidence to support the questions.

Directly attached to this cover letter is the technical evidence that Abest Power has in place to secure our ability to serve consumers in the New Hampshire market, in both administrative and electronic data interchange. We currently use EC Info systems for all our EDI in every state we operate; they also currently represent other clients in the State of New Hampshire. Additionally, we use the services of ESCO Advisors for forecasting and scheduling in the ISO-NE market; ESCO Advisors also represents clients in the State of New Hampshire.

Regarding the required financial security, Abest Power would like to request that the Commission review the application with all its corresponding evidence and mark it as accepted before we fulfill the Financial Security obligation.

We are looking forward to the opportunity to expand our products and services into the State of New Hampshire.

Please let me know if there are any additional questions.

  
Trevor Herbest  
Chief Operating Officer  
Abest Power & Gas of NH, LLC  
160 Broadway 13<sup>th</sup> Floor  
New York, NY 10038

FEDERAL ENERGY REGULATORY COMMISSION  
Washington, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:  
Abest Power & Gas, LLC  
Docket No. ER13-899-000

March 7, 2013

Mr. Trevor Herbest  
Executive Vice President  
Abest Power & Gas, LLC  
160 Broadway, 13<sup>th</sup> Floor  
New York, New York 10038

Reference: Market-Based Rate Authorization

Dear Mr. Herbest:

On February 7, 2013, as supplemented on February 28, 2013, you filed on behalf of Abest Power & Gas, LLC (Abest Power) an application for market-based rate authority with an accompanying tariff. The proposed market-based rate tariff provides for the sale of energy and capacity at market-based rates. Abest Power requests waivers commonly granted to similar market-based rate applicants.

Your filing was noticed on February 8, 2013, with comments, protests or interventions due on or before February 28, 2013. None was filed.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation - West, under 18 C.F.R. § 375.307, your submittals filed in the referenced docket are accepted for filing, effective March 8, 2013, as requested. Based on your representations, Abest Power meets the criteria for a Category 1 seller in all regions and is so designated.<sup>1</sup>

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<sup>1</sup> *Market-Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities*, Order No. 697, FERC Stats. & Regs. ¶ 31,252, at P 848-50, *clarified*, 121 FERC ¶ 61,260 (2007), *order on reh'g*, Order No. 697-A, FERC Stats. & Regs. ¶ 31,268, *clarified*, 124 FERC ¶ 61,055, *order on reh'g*, Order No. 697-B, FERC Stats. & Regs. ¶ 31,285 (2008), *order on reh'g*, Order No. 697-C, FERC Stats. & Regs. ¶ 31,291 (2009), *order on reh'g*, Order No. 697-D, FERC Stats. & Regs. ¶ 31,305 (2010), *aff'd sub nom. Mont. Consumer Counsel v. FERC*, 659 F.3d 910 (9th Cir. 2011),

You state that Abest Power is located in New York, New York, and intends to act as a power marketer. You further represent that Abest Power is wholly owned by Corporate Resource Services, Inc. and an individual, and is not affiliated with any entity that owns or controls generation or transmission facilities. Further, you affirmatively state that Abest Power has not erected barriers to entry and will not erect barriers to entry into the relevant market.

Additionally, you represent that Abest Power meets the criteria for Category 1 seller status in all regions. You state that Abest Power and its affiliates do not own or control any generation, and do not own or control electric transmission facilities. You state that Abest Power is not affiliated with a franchised public utility. Further, you represent that Abest Power does not raise any vertical market power issues.

### **Market-Based Rate Authorization**

The Commission allows power sales at market-based rates if the seller and its affiliates do not have, or have adequately mitigated, horizontal and vertical market power.<sup>2</sup>

Based on your representations, Abest Power's submittals<sup>3</sup> satisfy the Commission's requirements for market-based rate authority regarding horizontal and vertical market power.

Based on your representations, Abest Power's submittals also satisfy the Commission's requirements for market-based rates regarding vertical market power.

Abest Power's request for waiver of Subparts B and C of Part 35 of the Commission's regulations requiring the filing of cost-of-service information, except for sections 35.12(a), 35.13(b), 35.15 and 35.16 is granted. Abest Power's request for waiver of Part 41, Part 101, and Part 141 of the Commission's regulations concerning accounting and reporting requirements is granted with the exception of 18 C.F.R. §§ 141.14 and 141.15.<sup>4</sup> Notwithstanding the waiver of the accounting and reporting requirements here,

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*cert. denied sub nom. Pub. Citizen, Inc. v. FERC*, 133 S. Ct. 26 (2012).

<sup>2</sup> Order No. 697, FERC Stats. & Regs. ¶ 31,252 at P 62, 399, 408, 440.

<sup>3</sup> The next time you make a market-based rate filing with the Commission, you must include a revised tariff in compliance with Appendix C- Limitations and Exemptions Regarding Market-Based Rate Authority to include appropriate citations. *Niagara Mohawk Power Corporation*, 121 FERC ¶ 61,275 (2007) at P 8. *See also*, Order 697-A, FERC Stats. & Regs. ¶ 31,268 at P 384.

<sup>4</sup> *Citizens Energy Corp.*, 35 FERC ¶ 61,198 (1986); *Citizens Power and Light Corp.*, 48 FERC ¶ 61,210 (1989) (*Citizens Power*); *Enron Power Marketing, Inc.*, 65

Abest Power is expected to keep its accounting records in accordance with generally accepted accounting principles.

Abest Power requests blanket authorization under Part 34 of the Commission's regulations for all future issuances of securities and assumptions of liability. A separate notice was published in the Federal Register establishing a period during which protests could be filed. None was filed. Abest Power is authorized to issue securities and assume obligations or liabilities as guarantor, indorser, surety, or otherwise in respect of any security of another person; provided that such issue or assumption is for some lawful object within the corporate purposes of Abest Power, compatible with the public interest, and reasonably necessary or appropriate for such purposes.<sup>5</sup>

Abest Power must file electronically with the Commission Electric Quarterly Reports.<sup>6</sup> Abest Power further must timely report to the Commission any change in status that would reflect a departure from the characteristics the Commission relied upon in granting market-based rate authority in accordance with Order No. 697.<sup>7</sup>

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, or practice affecting such rate or service provided for in the filed documents; nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against any of the applicant(s).

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FERC ¶ 61,305 (1993), *order on reh'g*, 66 FERC ¶ 61,244 (1994) (*Enron*).

<sup>5</sup> *Citizens Power*, 48 FERC ¶ 61,210; *Enron*, 65 FERC ¶ 61,305.

<sup>6</sup> *Revised Public Utility Filing Requirements*, Order No. 2001, FERC Stats. & Regs. ¶ 31,127, *reh'g denied*, Order No. 2001-A, 100 FERC ¶ 61,074, *reh'g denied*, Order No. 2001-B, 100 FERC ¶ 61,342, *order directing filing*, Order No. 2001-C, 101 FERC ¶ 61,314 (2002), *order directing filing*, Order No. 2001-D, 102 FERC ¶ 61,334 (2003). Attachments B and C of Order No. 2001 describe the required data sets for contractual and transaction information. Public utilities must submit Electric Quarterly Reports to the Commission using the EQR Submission System Software, which may be downloaded from the Commission's website at <http://www.ferc.gov/docs-filing/eqr.asp>.

<sup>7</sup> *Reporting Requirement for Changes in Status for Public Utilities with Market-Based Rate Authority*, Order No. 652, FERC Stats. & Regs. ¶ 31,175, *order on reh'g*, 111 FERC ¶ 61,413 (2005); 18 C.F.R. § 35.42 (2012).

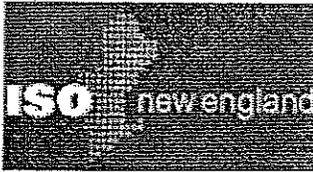
This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Questions regarding the above order should be directed to:

Federal Energy Regulatory Commission  
Attn: Joseph Cholka  
Phone: (202) 502-8876  
Office of Energy Market Regulation  
888 First Street, N.E.  
Washington, D.C. 20426

Sincerely,

Steve P. Rodgers, Director  
Division of Electric Power  
Regulation - West



- [Home](#)
- > [Committees](#)

Company Details: Abest Power & Gas, LLC  
 160 Broadway, 8th Floor  
 New York, NY 10038

- [Customer Details](#)
- [Committee Members](#)
- [Participant Related Persons](#)

Customer Details

| Customer ID | Sector   | Type        | Classification     | Sub-Classification | Voting Status |
|-------------|----------|-------------|--------------------|--------------------|---------------|
| 105833      | Supplier | Participant | Market Participant |                    | Y             |

Committee Members

| <u>Committee Name</u>                         | <u>Member Name</u>              | <u>Title</u>                  | <u>Position</u> | <u>Role</u> |
|---|---------------------------------|-------------------------------|-----------------|-------------|
| <a href="#">NEPOOL Markets Committee</a>      | <a href="#">Rosa, Frank</a>     | President, CEO                |                 | Member      |
| <a href="#">NEPOOL Markets Committee</a>      | <a href="#">Herbest, Trevor</a> | Executive Vice President, COO |                 | Alternate   |
| <a href="#">NEPOOL Participants Committee</a> | <a href="#">Rosa, Frank</a>     | President, CEO                |                 | Member      |
| <a href="#">NEPOOL Participants Committee</a> | <a href="#">Herbest, Trevor</a> | Executive Vice President, COO |                 | Alternate   |
| <a href="#">NEPOOL Reliability Committee</a>  | <a href="#">Rosa, Frank</a>     | President, CEO                |                 | Member      |
| <a href="#">NEPOOL Reliability Committee</a>  | <a href="#">Herbest, Trevor</a> | Executive Vice President, COO |                 | Alternate   |
| <a href="#">Transmission Committee</a>        | <a href="#">Rosa, Frank</a>     | President, CEO                |                 | Member      |
| <a href="#">Transmission Committee</a>        | <a href="#">Herbest, Trevor</a> | Executive Vice President, COO |                 | Alternate   |

Participant Related Persons

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE  
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350  
www.dps.ny.gov

PUBLIC SERVICE COMMISSION

GARRY A. BROWN  
*Chairman*  
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MAUREEN F. HARRIS  
JAMES L. LAROCCA  
GREGG C. SAYRE  
*Commissioners*



PETER MCGOWAN  
*General Counsel*  
JEFFREY C. COHEN  
*Acting Secretary*

January 31, 2013

Mr. Trevor Herbest  
Abest Power & Gas, LLC  
160 Broadway, 13<sup>th</sup> Floor  
New York, NY 10038

RE: Abest Power & Gas, LLC – ESCO Code ABES

Dear Mr. Herbest:

Thank you for submitting your Retail Access Application Package to become an Energy Services Company (ESCO) serving residential and nonresidential electric and natural gas customers in New York State. This letter is to inform you that documentation submitted in your application package, including sales agreements for the ESCO Referral Programs, has been reviewed by Staff and established to be in compliance with the New York State Public Service Commission's ESCO eligibility requirements that are implemented by codes and regulations found in the Uniform Business Practices, the Home Energy Fair Practices and other applicable regulations.

I am also pleased to notify you that Abest Power & Gas, LLC has successfully met the Commission's EDI Phase I certification requirements for core, bill ready and rate ready transactions effective January 30, 2013. All requirements for this initial stage of your eligibility determination have been satisfied.

Please be advised that you may now continue with the utility approval stage of the eligibility process by contacting those companies in whose service territories you intend to participate. The utility stage normally consists of a creditworthiness determination, completion of Phase III EDI testing and the execution of any operating or billing service agreements. Please note that each utility's eligibility requirements pertain to only their retail access programs.

Once you have satisfactorily completed the utility eligibility stage, Staff will be notified by the utility of your success. It would be helpful if Abest Power & Gas, LLC notifies Staff of the actual production date in the utility service territories you intend to

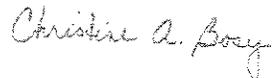
enroll customers. At that point I will confirm that your final eligibility requirements have been satisfied.

Be advised that to maintain your ESCO eligibility, you must notify Staff of any substantive legal, financial or business related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using vendors to provide ESCO related services (e.g., EDI), the ESCO remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using. ***Finally, you must submit a statement annually, by January 31<sup>st</sup>, indicating that the information in your original or most recent updated Retail Access Application (RAAF) remains current, or submit a revised RAAF with statement identifying revisions.***

We will only post your company's contact information on our Website once you have completed the eligibility process and are ready to begin enrolling customers. Please do not hesitate to contact me at (518) 486-2432 or [Christine.Bosy@dps.ny.gov](mailto:Christine.Bosy@dps.ny.gov) if you have any further questions or concerns.

Sincerely,



Christine A. Bosy  
Retail Access Section  
Office of Consumer Policy



# STATE OF CONNECTICUT

DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
PUBLIC UTILITIES REGULATORY AUTHORITY  
TEN FRANKLIN SQUARE  
NEW BRITAIN, CT 06051

DOCKET NO. 13-01-09 APPLICATION OF ABEST POWER, LLC FOR AN  
ELECTRIC SUPPLIER LICENSE

March 27, 2013

By the following Directors:

John W. Betkoski, III  
Arthur H. House  
Michael A. Caron

Lead Staff: Joseph K. Wood  
Adjudicator: Thomas J. Caruso

**DECISION**

## **DECISION**

### **I. INTRODUCTION**

#### **A. SUMMARY**

In this Decision, the Public Utilities Regulatory Authority finds that ABEST Power & Gas, LLC possesses the technical, financial and managerial capability to operate as an Electric Supplier and grants it an Electric Supplier License to serve residential, commercial and industrial customers throughout Connecticut.

#### **B. BACKGROUND OF THE PROCEEDING**

By application submitted on January 8, 2013 (Application), filed pursuant to §16-245 of the General Statutes of Connecticut (Conn. Gen. Stat.) and §§16-245-1 to 16-245-6, inclusive, of the Regulations of Connecticut State Agencies (Conn. Agencies Regs.), ABEST Power & Gas, LLC (ABEST or Company) requested the Public Utilities Regulatory Authority's (Authority) approval for a license to operate as an Electric Supplier in Connecticut.

#### **C. CONDUCT OF THE PROCEEDING**

There is no statutory requirement for a hearing, no person requested a hearing, and none was held.

#### **D. PARTICIPANTS**

The Authority recognized ABEST Power & Gas, LLC, 160 Broadway, 13th Floor, New York, New York 10038; and the Office of Consumer Counsel, Ten Franklin Square, New Britain, Connecticut 06051, as participants to this proceeding.

### **II. AUTHORITY ANALYSIS**

#### **A. COMPANY STRUCTURE**

ABEST is an LLC formed under the laws of the State of Delaware in 2012. Application, Exhibits A-8 and A-9. ABEST's headquarters are located at 160 Broadway, 13<sup>th</sup> Floor, New York, New York 10038. *Id.*, Exhibit A-1. ABEST is applying to be licensed to provide retail electric services in Connecticut. *Id.*, Exhibit B-1.

#### **B. TECHNICAL CAPABILITY**

ABEST proposes to offer electric generation services to residential, commercial and industrial customers throughout Connecticut. *Id.*, Exhibit B-1. ABEST intends to meet the total MW obligations through the day-ahead and real time spot markets and through a combination of short term power purchase contracts. The method of purchase will be determined by the market conditions at the time a contract is effectuated. Additionally, the Company is contracted with EC Info System for its

electronic data interchange (EDI) and billing responsibilities, and ESCO Advisors for its broker and customer management software in addition to wholesale energy purchase risk management software. The Company is in the process registering with the New England Regional Independent System Operation (ISO-NE). Id., Exhibits D-2, and D-4b. ABEST does not currently have power purchase contracts. The Company intends to purchase its electricity supplies to serve its Connecticut customers in the wholesale markets administered by ISO-NE. Id., Exhibit D-3.

Based on the foregoing, the Authority finds that ABEST has sufficiently demonstrated its technical capability, as required under Conn. Gen. Stat. §16-245, to operate as an Electric Supplier in Connecticut to serve residential, commercial and industrial customers.

#### **C. FINANCIAL CAPABILITY**

ABEST was formed on December 7, 2012. As a newly formed company, ABEST currently does not have any financial statements or credit history. Id., Exhibits C-1, and C-3. ABEST has provided a budgeted financial statement for the upcoming 12-month fiscal period. Id., Exhibit C-2. In addition, ABEST has maintained the required security of at least \$250,000. Id., Exhibit F-2.

The Authority has reviewed the financial information and finds that ABEST has sufficiently demonstrated its financial capability, as required under Conn. Gen. Stat. §16-245, to operate as an Electric Supplier in Connecticut to serve residential, commercial and industrial customers.

#### **D. MANAGERIAL CAPABILITY**

The record shows that ABEST's Chief Executive Officer (CEO) has focused his efforts on electric industry financing and creating product marketing development for the energy deregulation markets since 2005. According to ABEST, the CEO was an initial investor in one of the largest energy services companies (ESCOs) in the state, Public Power LLC, as he personally managed large energy portfolios on behalf of all different customer classes in Connecticut. Id., Exhibits E-1 and E-2.

The Authority finds that ABEST possesses the managerial capability, as required under Conn. Gen. Stat. §16-245, to operate as an Electric Supplier in Connecticut to serve residential, commercial and industrial customers.

#### **E. CUSTOMER SERVICE**

ABEST provided its toll-free telephone number (888-98-POWER) for customer service and complaints. Id., Section A-5. The Company certified that it had not been fined, sanctioned or penalized in any other state for violation of consumer protection law or regulation. Id., Section A-14. The Authority reviewed ABEST's Standard Service Contract and Customer Service Plan that contains the Company's termination policies and customer service procedures, and finds them acceptable. Id., Exhibits B-2 and B-3. The Company also provided its customer service information. Id., Exhibit D-7. The Authority finds ABEST's customer service information to be satisfactory.

### III. FINDINGS OF FACT

1. ABEST is a corporation formed under the laws of the State of Delaware on December 7, 2012.
2. ABEST has no history of bankruptcy, dissolution, merger or acquisition.
3. ABEST's management team has several years' experience working within the retail electric market.
4. ABEST has not been fined, sanctioned or otherwise penalized for violation of any consumer protection law or regulation.
5. ABEST plans to purchase its electricity supply to serve its Connecticut customers in the wholesale markets administered by ISO-NE.

### IV. CONCLUSION AND ORDERS

#### A. CONCLUSION

ABEST has adequate technical, managerial and financial capabilities, as required under Conn. Gen. Stat. §16-245, to provide electric generation services to residential, commercial and industrial customers in Connecticut. Therefore, the Authority grants ABEST an Electric Supplier License to serve residential, commercial and industrial customers, subject to ABEST complying with the Orders in this Decision and all post-licensing requirements.

#### B. ORDERS

For the following Orders, submit one original of the required documentation to the Executive Secretary, Ten Franklin Square, New Britain, CT 06051, and file an electronic version through the Authority's website at [www.ct.gov/pura](http://www.ct.gov/pura). Submissions filed in compliance with Authority Orders must be identified by all three of the following: Docket Number, Title and Order Number.

1. ABEST is under continuing obligation to notify the Authority of any changes to the information provided in the Application.
2. Pursuant to Conn. Gen. Stat. §16-245p(a), an Electric Supplier is required to submit annual reports containing information on rates and any other information deemed relevant by the Authority. ABEST shall file such annual report not later than 30 days following December 31 of every year. Each annual report shall contain at minimum all information enumerated in subsection (b) of Conn. Gen. Stat. §16-245p, as amended.
3. Pursuant to Conn. Agencies Regs. §16-245a-1(a) and Conn. Gen. Stat. §16-243q, an Electric Supplier is required to submit an annual report demonstrating its compliance with the renewable energy portfolio standard requirements set forth in Conn. Gen. Stat. §§16-245a and 16-243q. The report

shall indicate the percent of total electricity output or services generated from Class I, Class II and Class III renewable energy sources during the previous calendar year. If the Electric Supplier does not provide electric service during any calendar year, said report for that year should indicate so. ABEST shall file its annual compliance report for each calendar year not later than October 15 of the following year.

4. No later than 20 days before ABEST executes its first contract for the sale of electric generation services to an end use customer in Connecticut, ABEST shall file with the Authority an affidavit concerning its capability to exchange data with the electric distribution companies in accordance with Conn. Agencies Regs. §16-245-3(b).
5. No later than 20 days before ABEST executes its first contract for the sale of electric generation services to an end user in Connecticut, ABEST shall submit to the Authority a surety bond or letter of credit from a non-affiliated bank in the amount of \$250,000 if it has not already done so. The security shall be for a minimum period of 5 years, and shall name the "Department of Energy and Environmental Protection – Public Utility Regulatory Authority" as Obligee.
6. ABEST shall provide the Authority with any changes to its customer service practices, procedures or policies in writing at least 10 business days prior to the effective date of such changes.
7. ABEST shall maintain its customer complaint records to indicate: (1) the date of the complaint; (2) the name and address of the complainant; (3) the address or location of the complaint; (4) a description of the complaint; and (5) a description of the resolution of the complaint.
8. Pursuant to Order No. 2 in the Decision dated February 27, 2008 in Docket No. 07-05-33, DPUC Administration of Disclosure Label Requirements and Examination of Direct Billing by Electric Suppliers, the Authority requires that Electric Suppliers and Distribution Companies submit their copy of the Authority approved format for the two-page standard disclosure label which includes the "Questions to Ask Suppliers and Aggregators." ABEST must submit its initial disclosure label, under the instant docket, no later than 20 days before it executes its first contract for the sale of electric generation services to an end user in Connecticut. The Disclosure Label forms, accessible electronically in Word and Excel formats for supplier and electric distribution company use, can be found under the Authority homepage at [www.ct.gov/pura](http://www.ct.gov/pura) under Electric, then select Information for Electric Suppliers and Aggregators, refer to list under Disclosure Label Documents.
9. Pursuant to Order No. 3 in the Decision dated February 27, 2008 in Docket No. 07-05-33, in compliance with Conn. Gen. Stat. §16-245p(b), suppliers must post their information, e.g., rates and charges, resource mix percentages, air emissions and all disclosure labels going forward to the Authority's "Electric Supplier Information Database" as discussed in Section II.A. Statutory Requirements Regarding Disclosure of that Decision. The "Electric Supplier

Information Database” can be found via the Authority’s homepage [www.ct.gov/pura](http://www.ct.gov/pura) under Electric, select Information for Electric Suppliers and Aggregators, then select link Electric Supplier Info Database (ESID).

10. Pursuant to Order No. 4 in the Decision dated February 27, 2008 in Docket No. 07-05-33, the Authority requires that Electric Suppliers submit updates to pricing information for generally all-inclusive offers on a form prescribed by the Authority. This form can be found via the Authority home page at [www.ct.gov/pura](http://www.ct.gov/pura) top menu bar, select Forms, Electric, Electric Supplier Price Filing. This information is posted to [www.ctenergyinfo.com](http://www.ctenergyinfo.com) website page “Compare Generation Service Charges (GSC) Offers.”

**The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to requirements of the Americans with Disabilities Act. Any person with a disability who may need information in an alternative format may contact the agency’s ADA Coordinator at 860-424-3194 or at [deep.hrmed@ct.gov](mailto:deep.hrmed@ct.gov). Any person with limited proficiency in English, who may need information in another language, may contact the agency’s Title VI Coordinator at 860-424-3035 or at [deep.aoffice@ct.gov](mailto:deep.aoffice@ct.gov). Any person with a hearing impairment may call the State of Connecticut relay number – 711. Discrimination complaints may be filed with DEEP’s Title VI Coordinator. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.**

**DOCKET NO. 13-01-09 APPLICATION OF ABEST POWER, LLC FOR AN  
ELECTRIC SUPPLIER LICENSE**

This Decision is adopted by the following Directors:

John W. Betkoski, III

Arthur H. House

Michael A. Caron

CERTIFICATE OF SERVICE

The foregoing is a true and correct copy of the Decision issued by the Public Utilities Regulatory Authority, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.

*K. Santopietro*

March 27, 2013

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Kimberley J. Santopietro  
Department of Energy and Environmental Protection  
Executive Secretary  
Public Utilities Regulatory Authority

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Date

## **Technical Capability**

**ABEST Power & Gas, LLC has contracted with EC Info Systems for all their EDI and Billing Services. In addition we have contracted with ESCO Advisors for our customer management system and risk management on the wholesale side of the industry in regards to scheduling and forecasting.**

**ESCO Advisors is the leader in Retail Energy Supply Company (ESCO) managed software solutions and consulting services. ESCO Advisors was formed in August of 2011 by a group of energy industry professionals all of whom have either owned or were top executives at successful retail electric and or natural gas energy supply companies. They realized that whether an ESCO was just getting started or was already in business and enrolling customers, they all faced similar challenges and issues.**

**With over 50 years of combined experience in the energy field, they quickly realized that by leveraging their knowledge and experience they could help these ESCOs avoid the time consuming and costly mistakes associated with the industry.**

**Abest Power has contracted with EC Infosystems, Inc. (EC), a billing and electronic data interchange (EDI) services company located in Uniondale, New York. EC Infosystems is an experienced and reputable EDI and outsourcing billing service company having signed on over 300 clients across the United States, Canada, Mexico and Europe.**



160 Broadway 13th floor New York, New York 10038  
(O): 888-98-POWER (888-987-6937) (F): 212-358-2568

## **Abest Power & Gas of NH, LLC**

### **Application for New Hampshire Competitive Electric & Gas Supplier Registration**

#### **Re: Initial registration of Competitive Electric and Gas Suppliers**

(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 addresses;

**Abest Power & Gas of NH, LLC**

[www.abestpower.com](http://www.abestpower.com) (Corporate Website)

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable;

**160 Broadway 13<sup>th</sup> Floor New York, NY 10038**

**Phone: 888-98-POWER**

**Email: [admin@abestpower.com](mailto:admin@abestpower.com)**

[www.abestpower.com](http://www.abestpower.com) (Corporate Website)

(3) The applicant's place of incorporation, if anything other than an individual;

**Delaware: Please see Exhibit: 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;

**Please see Exhibit: B**



160 Broadway 13th floor New York, New York 10038  
(O): 888-98-POWER (888-987-6937) (F): 212-358-2568

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

**No affiliate and/or subsidiary of Abest Power & Gas of NH, 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;

**Dana Maggio (Director of Operations): 203-662-2840 or 888-98-Power  
[dmaggio@abestpower.com](mailto:dmaggio@abestpower.com) or [customerservice@abestpower.com](mailto:customerservice@abestpower.com)**

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;

**Dana Maggio 203-662-2840 [dmaggio@abestpower.com](mailto:dmaggio@abestpower.com)  
Trevor Herbest 203-662-2824 [trevor@abestpower.com](mailto:trevor@abestpower.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;

#### **NEW HAMPSHIRE**

**Registered Agent Name and Address: National Registered Agents, Inc.**

**63 Pleasant Street**

**Concord, NH 03301**

**County Of: Merrimack**

**Correspondent Name and Address: Docusearch, Inc.**

**63 Pleasant Street**

**P. O. Box 777 (Zip Code 03302-0777)**

**Concord, NH 03301**



160 Broadway 13th floor New York, New York 10038  
(O): 888-98-POWER (888-987-6937) (F): 212-358-2568

**Contact Person: Mary Lou Cook**

**Email Address: Docusearch@docusearchinc.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;

**Please see attached: Exhibit C**

(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;

**Public Service of New Hampshire (NE Utilities)**

**National Grid**

**Unitil**

(11) A description of the types of customers the applicant intends to serve, and the customer classes

**Residential, Commercial and Industrial**

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;

**Connecticut: 13-01-09 (Currently serving load)**

**New York: Licensed (Not Currently serving load)**

**Massachusetts: Licensed (Not Currently serving load)**

(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;

NA

(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:

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members;

**No director, officer, principal or other similar official of Abest Power and Gas of NH, 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;
- 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; or
- 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;

**No director, officer, principal or other similar official of Abest Power and Gas of NH, LLC, has ever or currently had any civil, criminal, regulatory sanctions, penalties, or complaints imposed, and violations of any state or federal protection laws or regulations.**

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

NA



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(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;

**Abest Power & Gas of NH, LLC shall maintain a list of consumers who request being placed on the company's do not call list for telemarketing purposes.**

b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry

**Abest Power & Gas of NH, LLC shall obtain monthly 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;

**Abest Power & Gas of NH, LLC shall not initiate calls to customers on the National do not call registry and the customers who have requested on Abest Power & Gas of NH, LLC's requested do not call list.**

(18) For those applicants that intend not to telemarketing, a statement to that effect;

**Abest Power & Gas of NH, LLC does not intend to use Telemarketing services in the acquisition of their customers at this current time**

(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;

**Abest Power & Gas of NH, LLC intends to use the utilities consolidated billing service.**



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(20) A copy of each contract to be used for residential and small commercial customers;

**Please see attached: Exhibit D Enrollment forms**

**Abest Power & Gas of NH also has On-line registration available with electronic signature.**

(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

**Please see affidavit**

(22) The signature of the applicant or its representative.

---

Trevor Herbest  
Executive Vice President & COO  
Abest Power & Gas, LLC  
160 Broadway 13<sup>th</sup> Floor  
New York, NY 10038



160 Broadway 13th floor New York, New York 10038  
(O): 888-98-POWER (888-987-6937) (F): 212-358-2568

## **Exhibit A**

### **Delaware Evidence**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ABEST POWER & GAS OF NH, 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 TWENTY-THIRD DAY OF APRIL, A.D. 2013.

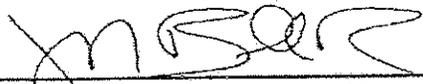
AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ABEST POWER & GAS OF NH, LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF APRIL, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5323800 8300

130472582



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0380165

DATE: 04-23-13



160 Broadway 13th floor New York, New York 10038  
(O): 888-98-POWER (888-987-6937) (F): 212-358-2568

## Exhibit B

**ABEST POWER & GAS of NH, LLC**

Frank Rosa – President & C.E.O.

160 Broadway, 13<sup>th</sup> Floor

New York, NY 10038

Phone: 203-662-2823

Fax: 212-358-2568

[frank@abestpower.com](mailto:frank@abestpower.com)

Trevor Herbest – Executive Vice President

160 Broadway, 13<sup>th</sup> Floor

New York, NY 10038

Phone: 203-662-2824

Fax: 212-358-2568

[trevor@abestpower.com](mailto:trevor@abestpower.com)

Michael Golde – C.F.O.

160 Broadway, 13<sup>th</sup> Floor

New York, NY 10038

Phone: 646-443-2389

Fax: 212-358-2568

[mgolde@crsco.com](mailto:mgolde@crsco.com)

Dana Maggio – Director of Operations

160 Broadway 13<sup>th</sup> Floor New York, New York 10038

Phone: 888-98-Power, Direct: 203-662-2840

Fax: 212-358-2568

[customerservice@abestpower.com](mailto:customerservice@abestpower.com), [dmaggio@abestpower.com](mailto:dmaggio@abestpower.com)



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(O): 888-98-POWER (888-987-6937) (F): 212-358-2568

## Exhibit C



# State of New Hampshire

## Department of State Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Registration as a Foreign Limited Liability Company. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at [corporate@sos.state.nh.us](mailto:corporate@sos.state.nh.us). Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Registration as a Foreign Limited Liability Company.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State  
Corporation Division

Business ID#: 690699

# State of New Hampshire

Date Filed: 04/25/2013

Business ID: 690699

William M. Gardner

Secretary of State

Filing fee: \$ 50.00

Fee for Form SRA: \$ 50.00

Total fees: \$100.00

Use black print or type.

Form FLLC-1  
RSA 304-C:175

## APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is Abest Power & Gas of NH, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is \_\_\_\_\_

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is April 23, 2013

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is \_\_\_\_\_

To buy energy and sell energy to residential, commercial and industrial users.

SIXTH: The name of its registered agent in New Hampshire is National Registered Agents, Inc.

and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address in New Hampshire) 9 Capitol Street, Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

State of New Hampshire  
Form FLLC 1 - Application for Foreign Registration FLLC 4 Page(s)



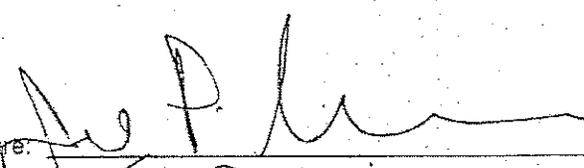
T1311531008

Page 1 of 1

Form FLLC-1 Page 1

APPLICATION FOR REGISTRATION AS A  
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1  
(Cont.)

\*Signature: 

Print or type name:

John P. Messina

Title:

Authorized Person

Date signed:

4/23/13

Complete address of person signing:

1160 Broadway, 13th FL.  
New York, N.Y. 10038

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:

\_\_\_\_\_

\* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3<sup>rd</sup> Floor, Concord, NH 03301.

**Form SRA – Addendum to Business Organization and Registration Forms  
Statement of Compliance with New Hampshire Securities Laws**

**Part I – Business Identification and Contact Information**

Business Name: Abest Power & Gas of NH, LLC

Business Address (include city, state, zip): 160 Broadway, 11th Floor, New York, NY 10038

Telephone Number: (212) 346-7960 E-mail: jcolon@tristatepeo.com

Contact Person: Janet Colon

Contact Person Address (if different): \_\_\_\_\_

**Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:**

1.  Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:  
A) This business has 10 or fewer owners; and  
B) Advertising relating to the sale of ownership interests has not been circulated; and  
C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. \_\_\_\_\_ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - \_\_\_\_\_
3. \_\_\_\_\_ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - \_\_\_\_\_
4.  This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

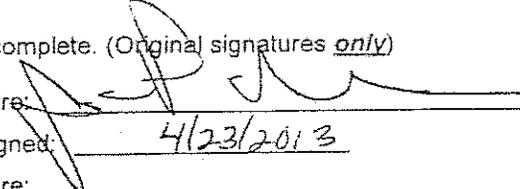
**Part III – Check ONE of the following items in Part III:**

1.  This business is not being formed in New Hampshire.
2.  This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

**Part IV – Certification of Accuracy**

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

|                                      |   |
|--------------------------------------|---|
| Name (print): <u>John P. Messina</u> | Signature:  |
|                                      | Date signed: <u>4/23/2013</u>   |
| Name (print): _____                  | Signature: _____  |
|                                      | Date signed: _____  |
| Name (print): _____                  | Signature: _____  |
|                                      | Date signed: _____  |

# AFFIDAVIT

State of Connecticut :

City of Norwalk :

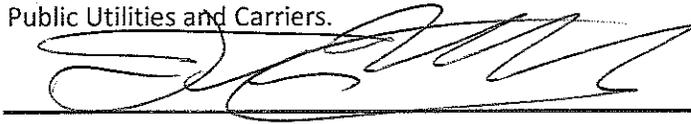
County of Fairfield :

Tewar Herbst, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He is Chief Operating Officer (Office of Affiant) of First Power & Gas of NH, 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 and/or the Division of Public Utilities and Carriers.



Signature of Affiant

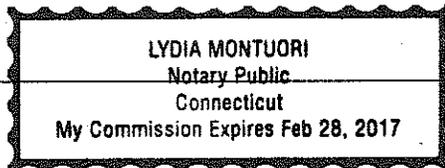
Chief Operating Officer

Sworn and subscribed before me this 5<sup>th</sup> day of June, 2013

Lydia Montuori  
Signature of official administering oath

LYDIA MONTUORI  
Print name and title

My commission expires \_\_\_\_\_





160 Broadway 13th floor New York, New York 10038  
(O): 888-98-POWER (888-987-6937) (F): 212-358-2568

## Exhibit D



160 Broadway 13th floor New York, New York 10038  
 (O): 888-98-POWER (888-987-6937) (F): 212-358-2568

|   |   |                                  |   |                        |
|---|---|----------------------------------|---|------------------------|
| <b>New Hampshire Enrollment form for the Purchase of Electricity</b><br>Monthly Variable Rate Program |   | NH-V                             | CL&P Customer : <input type="checkbox"/>  | \$ _____ kWh           |
|   |   |                                  | UI Customer : <input type="checkbox"/>  | <b>Variable Rate</b>   |
| Customer Name:  |   | Date Of Birth:                   |   |                        |
| Service Address:  |   |                                  |   |                        |
| City:   | State: CT                               | Zip:                             | County:   |                        |
| Billing Address:  |   | Same As Service Address          |   |                        |
| City:   | State:                                  | Zip:                             | County:   |                        |
| Phone:  |   | Email:                           |   |                        |
| Residential: <input type="checkbox"/>   | Commercial: <input type="checkbox"/>    | Rate Class: _____                | Name Key: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | Meter Read Date: _____ |
| Public Service of NH: <input type="checkbox"/>  | National Grid: <input type="checkbox"/> | Unitil: <input type="checkbox"/> |   |                        |
| Account Number:   |   |                                  |   |                        |

**TERMS AND CONDITIONS**

**Service Agreement:** This service agreement authorizes Abest Power & Gas, LLC ("Abest") to alter your electric supplier in the territories of Connecticut Light & Power ("CL&P") and/or United Illuminating ("UI"). Customer agrees to obtain its electricity requirements in accordance with this Form ("Service Agreement").

**Pricing:** Customer will obtain electricity at the rate designated above for a period of one (1) month for all electric energy used by the listed Account(s), commencing on the next available meter read date. This rate does not include delivery charges, applicable federal, state, and local taxes and charges. The customer will be charged at a monthly variable rate thereafter, which may be higher or lower than the introductory rate. It may take 2-3 billing cycles to begin service with Abest Power & Gas, LLC.

**Term of Service:** Customer has the option to cancel this Service Agreement at any time for any reason without penalty. Upon requesting cancellation, your account will return to basic generation service with your utility company at the end of the next billing period or sooner if possible. You, the customer may rescind this transaction at any time within three (3) days after the date of this transaction.

**Billing and Payment:** If you, the customer, meet the requirements of the Local Distribution Company's (Utility) consolidated billing program, you will receive one bill from the Utility. Abest's supply charges will be listed separately from the Utility's delivery charges.

**Emergency:** In the event of an emergency such as a power failure or a downed power line, you, the customer should call their local distribution company. CL&P: 800.286.2000 or UI: 800.722.5584.

**Customer Service:** Abest's Customer Service Department can be reached at 888-987-6937 (Power) between the hours of 9:00 AM and 5:00 PM, Monday through Friday. The Public Utilities Regulatory Authority can be reached at 800.382.4586. To file a complaint, call Abest Power & Gas, LLC Customer Service Department or send an e-mail to [customerservice@Abestpower.com](mailto:customerservice@Abestpower.com).

**Release:** Customer hereby authorizes Abest to submit enrollment requests with the Utility to provide the services set forth on this form subject to the pricing and terms and conditions stated herein. Customer authorizes the Local Distribution Company (utility) to release usage history, meter, and credit history information to Abest Power & Gas, LLC.

**Assignment and Modifications:** Abest reserves the right to assign the electric service and this agreement at the company's sole discretion and without notice.

**\*PLEASE SIGN AND DATE FORM BELOW\***

I understand that my Account Representative works as a third party marketer attempting to enroll ONLY the electricity generation portion of my electric bill with an alternate provider.

At NO time did my Account Representative mislead me by stating or implying that they worked with, for, or in a Conjunction with any Connecticut utility company.

|                    |                      |      |
|--------------------|----------------------|------|
| Customer Signature | Customer Print Name  | Date |
| Agent Signature    | Agent Name/ID Number | Date |



160 Broadway 13th floor New York, New York 10038  
 (O): 888-98-POWER (888-987-6937) (F): 212-358-2568

|  |   |   |   |   |  |
|--|---|---|---|---|--|
| Requested Flow Chart Month:                                      |   | Approximate End Date:   |   | Meter Read Date:  |  |
| Contract/TPV #<br><i>(if applicable)</i>                         |   | Date Of Birth:  |   | Sales Organization:   |  |
| Legal Entity Name:   |   |   |   | D/B/A<br><i>(if applicable)</i>   |  |
| Customer Contact:  | Name:   |   |   | Phone:  |  |
|  |   |   |   | Email:  |  |
| Bill Address:  | Street:<br><input type="checkbox"/> Same as service address   |   | City:                                       | State:  | Zip:<br>County:  |
| Service Address:<br><i>(more than one account use exhibit A)</i> | Street:   |   | City:                                       | State:  | Zip:<br>County:  |
| Customer Rate Class:   | Public Service of NH: <input type="checkbox"/>  |   |   | NAME KEY: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> |  |
|  | National Grid: <input type="checkbox"/><br>Unitil: <input type="checkbox"/>   |   |   | More Than one account:<br><i>(use Exhibit A)</i> <input type="checkbox"/>                     |  |
|  |   | Account Number: _____   |   |   |  |
| Meter Read Date:   | EIN/TIN/SSN:  | <input type="checkbox"/>  | Tax Exempt<br><i>(Certificate Required)</i> | <input type="checkbox"/>  | Certificate Attached <input type="checkbox"/> Reduced Tax Rate % |
| Broker:  |   |   | Sales Rep:                                  |   |  |
| <b>CUSTOMER RATE PLAN</b>  |   |   |   |   |  |
| Product Type/ TERM   | EARLY TERMINATION FEE   | RENEWAL   |   | RATE (\$/kWh)*  |  |
| _____ Months / Fixed   | Fixed Commercial: The Early Termination Fee is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market Price at the time of Termination, or (ii) \$0.02/kWh. Fixed Residential: \$50 | The contract will auto-renew with then current variable rate unless terminated by you in accordance with the terms and conditions |   | \$ _____ /kWh   |  |

beginning on the meter read date of the Requested Flow Start Month above, or on the next available meter read date occurring as soon as possible after it, Abest Power will supply electricity for the Service Address(es) listed for the Term of the Agreement above and on Exhibit A as applicable. Depending upon Utility enrollment schedules, the switch may not be reflected on your bill for up to (2) billing cycles. If the Utility's meter read date for each account is different, the full term of the Agreement is applicable to each Account. Your Agreement acknowledges that Abest Power might not accept the terms listed, based on these conditions:

- Information you or your representative (broker/agent) provided is inaccurate.
- The energy supply rate listed here was not authorized by Abest Power or rates have significantly increased based on the market conditions.
- There is a prior Abest Power agreement with you for the specified Term and Service Address(es)
- Your Account(s) is (are) denied or significantly delayed by the utilities
- Your credit profile is not within Abest power requirements

Printed Name of Authorized Signer

Signature of Authorized Signer

Agreement Signed Date

## Terms & Conditions

This COMMERCIAL ELECTRICITY AGREEMENT ("Agreement") is entered into and made by and between Abest Power & Gas, LLC ("Abest") and the purchaser of retail electricity identified herein ("Customer" or "Purchaser"). This Agreement shall be effective as of the date listed on the enrollment page (the "Effective Date"). Abest and Purchaser may be individually referred to as "Party" or collectively as "Parties". The Parties hereby agree as follows:

- Pricing:** For each Billing Period during the Term, Customer will pay Abest the Fixed Rate \$/kWh as indicated on the enrollment page. This Fixed Rate does not include taxes, regulated charges from the Utility, distribution charges, Customer account fees, and other Utility charges.
- Term:** Customer's service will commence on the date your service is transferred by the Utility in the Flow Start Month as stated on the enrollment page. The Initial Term will continue through the last occurring service end date. Thereafter, this agreement will automatically renew to variable rate at time of expiration unless cancelled by Purchaser or Abest, with 45 days written notice prior to the expiration of the then current term. The variable rate per kWh will be based upon generally prevailing market prices at the Utility load zone for the applicable period. Cancellation by the Customer must be in writing and delivered to Abest by mail at 160 Broadway 13th Floor New York, New York 10038. Notwithstanding the foregoing, prior to entering into a contract with any other vendor for the supply of electricity, Customer shall provide Abest with written notice of the price and other terms offered by such vendor, and Abest shall have a right of first refusal to match such price and other terms within thirty (30) days after receipt of such notice.
- Customer Information:** Customer consents Abest to obtain and review information pertaining to Customer's credit status and current and historical electricity cost and usage data.
- Enrollment:** Abest shall utilize commercially reasonable efforts to enroll customer's account(s) with the Utility as soon as practicable during or after the Flow Start Month as indicated on the enrollment page. Abest is not responsible for any termination fees associated with other supplier's terms and conditions.
- Events of Default:** An Event of Default shall mean (i) the failure to make, when due, any payment required under this agreement, (ii) the failure to take electric supply when delivered under the terms of this agreement if such failure is not cured within ten (10) business days after giving written notice, (iii) if Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed for twenty (20) days after such filing, or (iv) the customer is unable to pay its debts as they are due and such inability is not cured within ten (10) business days after giving written notice as defined herein.
- Termination of Service:** Abest may terminate service to the Customer for a Customer Event of Default. The Customer will then receive energy service from the Utility or will be given an opportunity to choose a different energy provider. The Customer will be responsible to pay for energy consumed prior to service termination. The Early Termination Fee is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market Price at the time of Termination, or (ii) \$0.02/kWh. The Remaining Contract Quantity means the total estimated usage for the period remaining in the initial Term of this agreement at the time of termination, based on historical consumption of the Customer. Market Price means the fixed price at which Abest would provide service for the remaining term for comparable accounts and usage as of the date this agreement is terminated. Alternatively, in the event Customer terminates service for any reason prior to the end of the term, Customer grants Abest the right to automatically re-enroll Customer for service until the expiration of the term. Before the cancellation or expiration of this agreement, Customer shall provide Abest with written notice of the price and other terms offered by any other licensed supplier for the supply of electricity, and Abest shall have a right of first refusal to match the price and other terms so offered within thirty(30) days after receipt of such notice and to remain or be restored as customer's electricity supplier. Upon cancellation and re-enrollment, Abest may charge for the service in between cancellation and re-enrollment. The early termination fee for residential fixed termination fee is \$0\$.
- Collection of Past Due Charges:** Abest will pass through to the Customer all charges related to the collection of past due charges, **INITIALS**
- including, but not limited to, collection agency fees, legal and court fees.
- Assignment:** Purchaser may not assign the Agreement or any of its right or obligations hereunder without the prior written consent of Abest, which consent may be withheld or granted at the discretion of Abest and any attempted assignment shall be void. Abest may assign this Agreement, together with any or all rights and obligations hereunder, without Customer's consent, including, without limitation, (i) to an affiliate of Abest or to any other person succeeding to all or substantially all of Abest's assets, or (ii) in connection with any financing or other financial arrangement. Upon an assignment, in whole or in part, of this Agreement by Abest, Abest shall have no further obligations regarding future performance hereunder with respect to the Accounts, other than to make full payment of any amounts owed for any period prior to the effective date of the assumption of obligations by assignee. Except as provided in the preceding sentence, no permitted assignment shall relieve the Party assignor of any of its obligations hereunder.
- Force Majeure:** Force Majeure means an event or circumstance not reasonably within the control of or due to the negligence of Abest, including without limitation acts of God, accidents, strikes, labor disputes, required maintenance work, inability to access the Utility system, nonperformance by the Utility, cuts to service lines, changes in laws, regulations or practices and procedures of any governmental authority or any other cause beyond the reasonable control of Abest. Abest will endeavor in a commercially reasonable manner to provide service, but cannot guarantee a continuous supply of electrical energy. Force Majeure events may result in interruptions in service to the Customer. Abest does not produce, transmit or distribute electricity provided to the Customer under this agreement and therefore will not be liable for any damages whatsoever for such interruptions in service.
- Forward Contract:** The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United Bankruptcy Code.
- Change in Law:** If with respect to the wholesale or retail electricity market and any or all Account(s), the activities of Abest hereunder become subject to any law, regulation, judgment, interpretation or market design, issued, implemented or enacted after the Effective Date (a "Change in Law") and the same causes Abest and other similar market participants to incur new or modified fees and costs, then to the extent incurred by Abest, any such incremental fees, costs, or other charges may be billed to Customer as an authorized charge or adjustment to each Contract Price affected thereby. If a Change in Law relating to any or all Accounts occurs that renders Abest's performance unenforceable or illegal or causes Abest's costs to increase, then upon notice of such event being delivered by Abest, then Abest shall have the right to terminate upon thirty (30) days notice each relevant Account without consent of the Customer. Customer shall continue to be responsible for paying Abest for any amounts related to deliveries made before such termination whether or not such amount has been invoiced to Customer from Abest. In the event that Abest determines that any index price or other component necessary for a Contract Price is not available or there is a change in the formula for or the method of determining such index, then Abest may either adjust the Contract Price for each affected period or use another index.
- Limitations of Liability:** Liability for damages not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary, or indirect damages. These limitations apply without regard to the cause or responsibility of any liability or damage.
- Indemnity:** Each party to this Agreement shall indemnify, defend and hold harmless the other from and against any claims arising from or out of any event, circumstance, act or incident that the indemnifying party caused due to its negligence, willful misconduct, strict liability, or any action or inaction which gives rise to any liability.



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- 14. **Representations:** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide Abest with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from Abest Power or its affiliates (or its respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement. **ABEST EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS**
- 15. **SUPPLY OF ENERGY OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**
- 16. **Attorney's Fees:** If Customer fails to timely pay amounts due under this Agreement and Abest refers Customer's outstanding balance to an attorney or collection agent for collection or if Abest files a lawsuit in connection with the Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceeding, Customer agrees to pay Abest its reasonable fees and expenses (including reasonable attorney's fees) incurred by Abest in connection therewith.  
**Governing Law; Venue:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut without giving effect to the conflict-of-laws principles thereof. The federal and
- state courts having jurisdiction over Fairfield County, Connecticut, shall have exclusive jurisdiction over any action brought to enforce the rights and obligations contained in this Agreement.
- 17. **Notices:** All Notices and similar correspondence must be in writing and delivered as specified in this agreement to both the Customer and to Abest, as applicable, by regular mail, electronic mail, courier, or facsimile. Notice will be effective upon either confirmation of receipt by the person to whom it is addressed or when delivery is confirmed by the carrier, whichever is earlier.
- 18. **Severability:** If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of the Agreement are not materially altered.
- 19. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.
- 20. **Waiver:** No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.
- 21. **Confidentiality:** The parties agree to keep all terms and provisions of this Agreement confidential and not disclose such terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures as are reasonably necessary to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.
- 22. **Entire Agreement:** The signed agreement, including these Terms and Conditions, constitute the entire agreement for the purchase of electric energy supply between the Customer and Abest. This agreement takes the place of any and all prior agreements and understandings, oral or written, regarding Abest supplying electric energy to the Customer.

By signing below, you acknowledge that you are the legal owner or authorized decision maker ("Authorized Signer") for the purchase of electricity for the Account(S) listed on this agreement and agree to switch to Abest Power as your electricity supplier; You also authorize Abest Power to obtain historical usage and credit data from the Utility and other agencies as appropriate and may rescind this authorization at any time; and that you have a received a copy of this Agreement and the Customer Terms and Conditions, and have read each of them and understood the contents. Customer agrees to be bound by the terms and conditions of this agreement.

Customer (entity) Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signor Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance by Abest Power, LLC: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signor Name: \_\_\_\_\_

Title: \_\_\_\_\_