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UNION ATLANTIC ELECTRICITY

November 13, 2014

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RE: DM ¹⁴⁻³⁴¹~~12-315~~, CEPS Renewal Application for Union Atlantic Electricity Corp.

Dear Ms. Howland:

Pursuant to New Hampshire Code of Administrative Rules, Part Puc 2003.01 and Part Puc 2006.01, Union Atlantic Electricity Corp. is submitting its application for renewal of its registration as Competitive Electric Power Supplier (CEPS), in docket DM 12-315, as well as a \$250 check for the applicable fee.

Union Atlantic Electricity Corp. also respectfully requests that the Commission waive the requirement of a five-year term for surety bond, as it has done on many occasions in the past. Many underwriters are unwilling to write bonds with such terms, and the purposes of the Commission's regulations can be met through regular renewal of the bond.

We therefore respectfully request that the Commission:
(1) waive the requirement for a five-year surety bond term; and
(2) approve Union Atlantic Electricity Corp.'s renewal application.

Sincerely,

President

Enc.

PART Puc 2003 REGISTRATION AND NOTICE OF INTENT REQUIREMENTS

Puc 2003.01 Initial Registration of Competitive Electric Power Suppliers

(c) Registration Application

See 2006.01(a)(1)-(22) CEPS Registration Form later in this document.

(d)(1) Electronic Data Interchange:

Union Atlantic Electricity has completed and filed Trading Partner Agreements and Supplier Service Agreements with the state's utilities. Liaison Technologies is Union Atlantic Electricity's contractor for Electronic Messaging Services. Liaison has completed testing for EDI transactions with New Hampshire Electric Cooperative, Liberty Utilities, Unitil Energy Systems, and Public Service of New Hampshire.

Proof of completion with New Hampshire Electric Cooperative, Liberty Utilities, Unitil Energy Systems, and Public Service of New Hampshire has been filed with the PUC under Docket No. DM 12-315.

(d)(2) Evidence that the CEPS is able to obtain supply in the New England energy market.

Union Atlantic Electricity's membership ID # is 89273, and its membership approval was submitted as an exhibit in its initial license application under Docket No. DM 12-315.

(d)(3) \$250 fee

A check for this fee is enclosed.

(d)(4) Evidence of financial security

Union Atlantic Electricity has posted a bond that meets the NH PUC's requirements for financial security.

Puc 2006.01 Form for Initial and Renewal Registration of Competitive Electric Power Suppliers

The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;

The Applicant's legal name is Union Atlantic Electricity. The Applicant's Certificate of Authority reflects the name "Union Atlantic Electricity Corp.", and the Applicant will do business under that name in New Hampshire. Trade Names may include Union Atlantic Electricity; Union Atlantic; UA Electricity; UAE; Union Atlantic NH;

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Union Atlantic New Hampshire; Union Atlantic Electricity NH; Union Atlantic
Electricity New Hampshire; UAE NH; UAE New Hampshire

Website: www.unionatlanticelectricity.com

The applicant's place of incorporation, if anything other than an individual:

Maine

The name(s), title(s), business address(es), telephone number(s), and email address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

Clifford Ginn – President
57 Exchange Street, Suite 300
Portland, ME 04101
(207) 761-1844
clifford.ginn@unionatlanticelectricity.com

Samuel Spencer – Chief Executive Officer
57 Exchange Street, Suite 300
Portland, ME 04101
(207) 761-1844
sam.spencer@unionatlanticelectricity.com

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

a. The name, business address and telephone number of the entity;

N/A

b. A description of the business purpose of the entity; and

N/A

c. A description of any agreements with any affiliated New Hampshire utility;

N/A

The telephone number of the applicant's 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;

Customer Service Phone: (207) 761-1844

Customer Service Email: customerservice@unionatlanticelectricity.com

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

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Clifford Ginn – President
57 Exchange Street, Suite 300
Portland, ME 04101
(207) 761-1844
clifford.ginn@unionatlanticelectricity.com

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:

Dan Keen
Registered Agents, Inc.
91A North State St.
Concord, NH 03301
(307) 200-2803
cs@llcagent.com

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;

The Applicant's certificate is attached.

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 Co. of New Hampshire
- Unitil Energy Systems, Inc.
- New Hampshire Electric Cooperative
- Granite State Electric Co. (d/b/a Liberty Utilities)

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

Union Atlantic Electricity intends to serve all residential, small , medium, large and lighting customers, including industry-specific classes (such as the ski industry).

- Public Service Co. of New Hampshire
 - R, R-OTOD, EAP, G, G-OTOD, LCS, GV, LG, B, SR, OL, EOL, VIP, SKI, and all others
- Unitil Energy Systems, Inc.
 - D, G,-1, G-2, OL, and all others
- New Hampshire Electric Cooperative
 - B, B2, B3, B3H, BH, BC, BC2, BC3, BC3H, BCH, BW, BW2, BWC, BWC2, IND, INDC, LB, LB2, LB3, LBC3, LBH, LBI3, MLM, MLS, OPB, OPB2, OPB3, OPBH,

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P, P5, PC, PC5, PSKI, SKI, TDN, TDN2, TDF, TDF2, TDN3, TDF3, TOU,
TOUCPP, and all others

- Granite State Electric Co. (d/b/a Liberty Utilities)
 - D, D-10, G-1, G-2, G-3, M, T, U, V, and all others

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

Union Atlantic Electricity currently conducts business relating to the sale of electricity in Maine, where it is licensed by the Maine PUC as a competitive electricity provider. Union Atlantic Electricity has license approvals in Massachusetts and Rhode Island, but has not begun selling power in those states. Union Atlantic Electricity has market based rate authority from the Federal Energy Regulatory Commission, and is a market participant in the ISO-NE territory, is a member of NEPOOL.

A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

No customer complaint with respect to Union Atlantic Electricity or its principals has ever been made or filed.

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

Neither Union Atlantic Electricity nor any of its officers (Clifford Ginn and Samuel Spencer), directors (Clifford Ginn, Samuel Spencer, Mark Kaplan, Blaine Grimes, Esther Alegria and Anthony Barnes), or controlling stockholders (Clifford Ginn and Samuel Spencer), have ever been convicted of a felony that has not been annulled by a court.

- c. For limited liability companies, any of the managers or members;

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;

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- 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;**

Neither Union Atlantic Electricity nor its principals Clifford Ginn and Samuel Spencer, (a) have 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) have 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 are currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

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

N/A

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

Union Atlantic Electricity intends to telemarket in the State of New Hampshire. The company will: maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; obtain monthly updated do-not-call lists from the National Do Not Call Registry; and 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.

For those applicants that intend not to telemarket, a statement to that effect;

N/A

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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;

Union Atlantic Electricity intends to use the utilities' consolidated billing services.

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

Copies of said contracts are attached.

By submitting this CEPS application for registration, I certify that I have the authority to file the application on behalf of Union Atlantic Electricity and that all contents are truthful and accurate to the best of my knowledge.

Sincerely,

A handwritten signature in black ink that reads "Clifford Ginn". The signature is written in a cursive style with a large initial 'C'.

Clifford Ginn
President
November 13, 2014

Search

- By Business Name
- By Business ID
- By Registered Agent
Annual Report
- File Online
Guidelines
- Name Availability
- Name Appeal Process

Receive your Annual Report Notice by email!

You asked and we delivered! To receive your Annual Report Reminder Notice by email, click [here](#) to complete the online request form.

Who needs to file? If your entity is registered as a Corporation, Limited Liability Company, Professional Corporation, Professional LLC, Limited Liability Partnership, New Hampshire Investment Trust, Consumer Cooperative, Cooperative Marketing and Rural Electrification Association, you need to file annually.

Note: You will need your Business Identification Number to enroll. If you do not have it handy, you may easily look it up by using our [Business name Lookup](#) tool.

Search Type: Starting With

Search Criteria: union atlantic

Search Date: 11/1/2014

Search Time: 07:40

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status	Entity Creation Date
Union Atlantic Electricity	681265	Corporation	Good Standing	11/1/2012
Union Atlantic Electricity Corp.	681265	Corporation	Good Standing	11/1/2012

Records Returned 1 to 2

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

[Participate](#) > [Participant and Asset Listings](#)

Customer Directory

Search the directory for details on and contact information for the entities registered with ISO New England, as well as on the committees and subgroups advising the ISO. For example, you can find:

- Each customer's name, address, stock symbol(s), industry sector, industry type/classification, committee membership, and NEPOOL voting status (if the customer is a member of the New England Power Pool)
- Committee and subcommittee or working group names, member lists, and the company association of members
- [Download a CSV file of the Customer Directory](#)

As you type you will be offered suggested results. Use your keyboard arrows or mouse to navigate the results.

Company Details: Union Atlantic Electricity

57 Exchange Street Suite 300 Portland , ME 04101

Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
89273	Supplier	Participant	Market Participant		Y

Committee Members

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
NEPOOL Markets Committee	Sam, Spencer	Chief Executive Officer	Member	Alternate
NEPOOL Markets Committee	Clifford, Ginn	President	Member	Member

NEPOOL Participants Committee	Sam, Spencer	Chief Executive Officer	Member	Alternate
NEPOOL Participants Committee	Clifford, Ginn	President	Member	Member
NEPOOL Reliability Committee	Clifford, Ginn	President	Member	Member
NEPOOL Reliability Committee	Sam, Spencer	Chief Executive Officer	Member	Alternate
Transmission Committee	Clifford, Ginn	President	Member	Member
Transmission Committee	Sam, Spencer	Chief Executive Officer	Member	Alternate

Participant Related Persons

A Participant and its Related Persons (as defined in the [Participants Agreement](#) and [Second Restated NEPOOL Agreement](#)) are together entitled to join any one Sector and to have one vote in that Sector.

Votes for this company are cast by:

Self

This company also votes on behalf of:

None

Updating the Directory

Help keep the directory current — its accuracy is dependent on data in the ISO's Customer and Asset Management System (CAMS). To update data for your organization or committee, see:

- [User guides for CAMS](#)
- [CAMS FAQs](#)

Problems?

Contact [Customer Support](#) if you're having trouble with the directory.

APPLICATIONS

[GADS Reporting](#)
[IRTT](#)
[ISO Express](#)

MARKETS AND OPERATIONS FORECASTING

[Morning Report](#)
[Seven-Day Forecast](#)
[Three-Day Forecast](#)
[Power System Status](#)



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UNION ATLANTIC ELECTRICITY CORP. RESIDENTIAL TERMS & CONDITIONS

PURCHASE OF ELECTRIC GENERATION SERVICE. This Supply Contract ("Agreement") is between Union Atlantic Electricity Corp. ("UAE") and the undersigned customer ("Customer"). UAE is licensed by the NH Public Utilities Commission ("PUC") to offer and supply electric generation services in New Hampshire. UAE agrees to sell and Customer agrees to buy Customer's full requirements for electric generation service (measured or estimated in kilowatt-hours or other relevant units by the Customer's transmission and distribution utility ("Utility")) at the price, on the terms and conditions and for the term specified in this Agreement. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that UAE provides physical delivery to Customer's facilities and shall end at 24:00:00 EST on the term's last day.

PRICING. Customer will be billed a fixed or variable rate in cents per kilowatt-hour for Customer's electricity usage, as described below. "Small/Residential" rates are for residential customers and for customers designated "Small Commercial" customers by their Utility. "On-peak" hours include the hours defined as "on-peak" and "shoulder" by Customer's Utility. "Off-peak" hours include the hours defined as "off-peak" by Customer's Utility.

Small/Residential Basic (SF) \$ _____/kWh
Small/Residential Green (SFG) \$ _____/kWh

These prices do not include applicable taxes. Customer is responsible for paying Customer's local utility distribution and transmission charges as well as any other applicable charges (including system benefits charge and stranded recovery cost charge). Fixed rate price structures are based on the current Utility standard offer rates and market conditions at the time. UAE may change fixed rates at the time of Agreement renewal, by notifying customer within 30 days before the change is to occur, and may change variable rates without notice. UAE may in the future alter pricing structure to reflect demand and/or reactive power (measured or estimated in kilowatts and kilowatt-amperes reactive, respectively, by the Customer's transmission and distribution utility), or other factors. UAE may also offer rate structures not described in this Agreement.

Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products. Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Future Performance: Past results regarding particular electricity products may not indicate future results.

TERM. The term of this Agreement is one year, beginning at the next meter read date after the Utility processes Customer's enrollment with UAE. Utility enrollment requirements and Customer's meter reading schedule may delay commencement. Upon commencement of service, this Agreement will automatically renew annually at Customer's current plan rate (except that Customer's account shall switch between "Small/Residential" and "Medium" whenever the Utility makes such a switch for delivery service), until terminated by Customer or UAE with at least 60 days written notice.

BILLING. The cost of Customer's electric generation service will be included on Customer's Utility bill, which also includes Utility transmission and distribution and other charges, and said cost is due and payable when that bill is due and payable. Customer agrees to accept the Utility's measurements and estimates for purposes of accounting for the electric power supplied under this Agreement. When the Utility issues Customer a consolidated bill that includes charges for electric generation service supplied by UAE, 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. If UAE bills Customer directly, in the event Customer defaults on payment or other obligations under this Agreement by more than fifteen (15) days, Customer will be responsible for balances owed to UAE for generation service and UAE's actual out-of-pocket expenses incurred in enforcing its rights under this Agreement, including reasonable attorney fees, actual court costs, and a 1.5% charge for every 30 days that an amount is past due, reflecting UAE's cost of

capital. Moreover, UAE may cancel this Agreement upon thirty (30) days written notice, at which subsequent time Customer will return to the Utility's Standard Offer rate plan. UAE reserves the right to change billing methods.

ESTIMATED BILLS. In the event the Utility is unable to read Customer's electric meter, the Utility will estimate Customer's usage and Customer's charges will be calculated accordingly and adjusted on a future bill. UAE reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

CUSTOMER DEPOSITS. UAE does not require a customer deposit to enroll.

CREDIT REPORTING. UAE reserves the right to contact a credit reporting agency to obtain Customer's utility credit history and credit score, and to report Customer's payment history.

WARRANTY DISCLAIMER; DAMAGES; FORCE MAJEURE. ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY UAE ON AN "AS IS" BASIS. UAE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE IT PROVIDES. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, UAE 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 IT PROVIDES.

Customer agrees that UAE 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. UAE 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 Customer with the Utility. UAE's liability shall be limited to direct actual damages only, which will not exceed the amount of Customer's single largest monthly invoice during the preceding 12 months. In no event shall UAE 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 Agreement. UAE 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 UAE's control (Force Majeure events) may result in interruptions in service and UAE shall not be liable for any such interruptions. UAE does not generate, transmit or distribute electricity, and Customer agrees that UAE 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 UAE's control. This Agreement has no third-party beneficiaries.

CHARGES AND FEES. Customer will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to Customer by UAE unless Customer chooses to terminate this Agreement with less than 60 days notice. Customer understands and agrees that in order for UAE to offer and fulfill its fixed rate obligation to Customer, it has to purchase electric power in advance of usage in amounts needed to meet Customer's needs. If Customer cancels this Agreement with less than 60 days notice, Customer shall be liable to pay for electricity used between the termination's effective date and a date 60 days after the termination request, estimated based on Customer's historical usage. Said Fee does not constitute a penalty, but rather reflects the cost of selling the unused portion of Customer's electricity to others, UAE's projected lost revenue from such a sale, if any, and related expenses. 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 or by an entity participating in the electrical system (including the PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE

rules, changes affecting fees, costs, or charges imposed by ISO-NE or the PUC, changes in market rules, changes in load profiles, or changes in nodal and zonal definitions, and such change results in UAE incurring additional costs and expenses in providing Customer's electricity service, these additional costs and expenses shall be Customer's responsibility and they will be assessed in Customer's monthly bill as a pass-through charge

CHANGES IN TERMS OF SERVICE. In the event of any material change in these Terms and Conditions, UAE will notify Customer in writing by Customer's email address on record between 30 and 60 calendar days in advance of such material change.

ASSIGNMENT. This Agreement may be assigned or transferred by UAE without Customer's consent with thirty (30) days prior written notice to Customer's e-mail address on record. Customer may not assign this Agreement, in whole or part, or any of Customer's rights or obligations hereunder, without prior written consent from UAE. Nothing in this Agreement shall create, or be construed to create, any express or implied rights in any person or entity other than UAE and Customer.

RIGHT TO RESCIND. CUSTOMER HAS A RIGHT TO RESCIND THIS CONTRACT WITHOUT PENALTY ANY TIME BEFORE MIDNIGHT ON THE LATER OF THE THIRD BUSINESS DAY AFTER CUSTOMER RECEIVES IT OR THE FIFTH BUSINESS DAY AFTER IT IS POSTMARKED (IF MAILED). TO EXERCISE CUSTOMER'S RIGHT TO RESCIND, CUSTOMER MUST CONTACT UAE BY ONE OF THE FOLLOWING THREE MEANS:

- (1) By telephone (toll-free) at: (855) 388-6466;
- (2) By mailing a written notice to rescind to: Union Atlantic Electricity Corp., 220 Maine Mall Rd., So. Portland, ME 04106; or
- (3) Electronically through UAE's website at www.unionatlanticelectricity.com, or email at nhcustomerservice@unionatlanticelectricity.com.

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

CONFIDENTIALITY AND INFORMATION RELEASE AUTHORIZATION. By entering into this Agreement and providing Utility account number(s) and authorization number(s), Customer authorizes UAE to obtain from Utility any account information, including usage information and payment history. UAE will not release confidential customer information (including, but not limited to, name, e-mail address, telephone number and payment information) to any third-party without Customer's written authorization, except as necessary for power purchase and billing purposes.

NET METERING. Any account subject to Net Metering requires an additional contract to be signed with UAE regarding payment arrangements for excess payment of power purchased over historical account usages at time of enrollment, as well as an ACH agreement for drafting of said amounts.

METER USAGE INFORMATION. UAE has authority to act as Customer's agent to obtain Advanced Metering Information (AMI) and Historical Usage information for its account pursuant to this Agreement.

INSOLVENCY. Customer acknowledges and agrees that this Agreement and the transaction(s) under it constitute a 'forward contract' within the meaning of the United States Bankruptcy Code. To the fullest extent possible, Customer agrees to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledges that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to Customer or this Agreement.

BILL PAYMENT ASSISTANCE. Eligible low-income residential customers may qualify for discounted electric rates from their Utility or electric assistance from the State. For more information contact your Utility or visit the New Hampshire PUC website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. Customer may also call 211 or visit their website at 211nh.org for a list of

available services in New Hampshire. UAE cannot guarantee a lower electricity rate against specialized utility rates, such as those for low-income eligible customers.

QUESTIONS AND COMPLAINTS. Customer can contact UAE with questions, complaints, or to resolve disputes by calling (855)-388-6466 during the following hours: Monday through Friday, 9:00 a.m. to 5:00 p.m. Customer can also contact UAE through its website at www.unionatlanticelectricity.com.

CONSUMER PROTECTION RIGHTS. Customer may contact the NH PUC to obtain information on consumer protection rights by calling the PUC's Consumer Assistance Division at 1-800-852-3793, or by writing to the PUC at:

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

UNION ATLANTIC ELECTRICITY CORP. COMMERCIAL TERMS & CONDITIONS

PURCHASE OF ELECTRIC GENERATION SERVICE. This Supply Contract ("Agreement") is between Union Atlantic Electricity Corp. ("UAE") and the undersigned customer ("Customer"). UAE is licensed by the NH Public Utilities Commission ("PUC") to offer and supply electric generation services in New Hampshire. UAE agrees to sell and Customer agrees to buy Customer's full requirements for electric generation service (measured or estimated in kilowatt-hours or other relevant units by the Customer's transmission and distribution utility ("Utility")) at the price, on the terms and conditions and for the term specified in this Agreement. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that UAE provides physical delivery to Customer's facilities and shall end at 24:00:00 EST on the term's last day.

PRICING. Customer will be billed a fixed or variable rate in cents per kilowatt-hour for Customer's electricity usage, as described below. "Small/Residential" rates are for customers designated "Small Commercial" customers by their Utility, and "Medium" rates are for customers designated "Medium Commercial" customers by their Utility. "On-peak" hours include the hours defined as "on-peak" and "shoulder" by Customer's Utility. "Off-peak" hours include the hours defined as "off-peak" by Customer's Utility.

Small Basic (SF)	\$ ____/kWh	Medium Basic (MF)	\$ ____/kWh
Small Green (SFG)	\$ ____/kWh	Medium Green (MFG)	\$ ____/kWh

These prices do not include applicable taxes. Customer is responsible for paying Customer's local utility distribution and transmission charges as well as any other applicable charges. Variable rates are determined by UAE and may fluctuate on a monthly basis. Fixed rate price structures are based on the current Utility standard offer rates and market conditions at the time. UAE may change fixed rates annually in March or at other times indicated, by notifying customer within 30 days before the change is to occur, and may change variable rates without notice. UAE may in the future alter pricing structure to reflect demand and/or reactive power (measured or estimated in kilowatts and kilowatt-amperes reactive, respectively, by the Customer's transmission and distribution utility), or other factors. UAE may also offer rate structures not described in this Agreement.

Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products. Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors. Future Performance: Past results regarding particular electricity products may not indicate future results.

TERM. The term of this Agreement is one year, beginning at the next meter read date after the Utility processes Customer's enrollment with UAE. Utility requirements and meter read schedules may delay commencement. Upon commencement of service, this Agreement will automatically renew annually at Customer's current plan rate (except that Customer's account shall switch between "Small/Residential" and "Medium" whenever the Utility makes such a switch for delivery service), until terminated by either Party with at least 60 days written notice.

BILLING. The cost of Customer's electric generation service will be included on Customer's Utility bill, which also includes Utility transmission and distribution and other charges, and said cost is due and payable when that bill is due and payable. Customer agrees to accept the Utility's measurements and estimates for purposes of accounting for the electric power supplied under this Agreement. When the Utility issues Customer a bill that includes charges for electric generation service supplied by UAE, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies, including assessment by the Utility of late payment fees and interest. If UAE bills Customer directly, in the event Customer defaults on payment or other obligations under this Agreement by more than fifteen (15) days, Customer will be responsible for balances owed to UAE for generation service and UAE's actual expenses incurred in enforcing its rights under this Agreement, including reasonable attorney fees, court costs, and a .35% charge for every week that an amount is

past due, reflecting UAE's cost of capital. Moreover, UAE may cancel this Agreement upon thirty (30) days written notice, at which subsequent time Customer will return to the Utility's Standard Offer rate plan. Seller reserves the right to adjust its billing cycle from time to time, including the right to estimate in advance all or part of amounts due during such cycle, with end-of-cycle reconciliation against Customer's actual consumption.

ESTIMATED BILLS. In the event the Utility is unable to read Customer's electric meter, the Utility will estimate Customer's usage and Customer's charges will be calculated accordingly and adjusted on a future bill. UAE reserves the right to use third-party billing in performance of this Supply Agreement.

CUSTOMER DEPOSITS & CREDIT REPORTING. UAE does not require a customer deposit to enroll. UAE reserves the right to contact a credit reporting agency to obtain Customer's utility credit history and credit score, and to report Customer's payment history.

WARRANTY DISCLAIMER; DAMAGES; FORCE MAJEURE. ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY UAE ON AN "AS IS" BASIS. UAE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE IT PROVIDES. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, UAE 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 IT PROVIDES.

Customer agrees that UAE 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. UAE 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 Customer with the Utility. UAE's liability shall be limited to direct actual damages only, which will not exceed the amount of Customer's single largest monthly invoice during the preceding 12 months. In no event shall UAE 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 Agreement. UAE 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 UAE's control (Force Majeure events) may result in interruptions in service and UAE shall not be liable for any such interruptions. UAE does not generate, transmit or distribute electricity, and Customer agrees that UAE 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 UAE's control. This Agreement has no third-party beneficiaries.

CHARGES AND FEES. Customer will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to Customer by UAE unless Customer chooses to terminate this Agreement with less than 60 days notice. Customer understands and agrees that in order for UAE to offer and fulfill its fixed rate obligation to Customer, it has to purchase electric power in advance of usage in amounts needed to meet Customer's needs. If Customer cancels this Agreement with less than 60 days notice, Customer shall be liable to pay for electricity used between the termination's effective date and a date 60 days after the termination request, estimated based on Customer's historical usage. Said Fee does not constitute a penalty, but rather reflects the cost of selling the unused portion of Customer's electricity to others, UAE's projected lost revenue from such a sale, if any, and related expenses. 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 or by an entity participating in the electrical system (including the PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, changes affecting fees, costs, or charges imposed by ISO-NE or the PUC, changes in market rules, changes in load profiles, or changes in nodal and zonal definitions, and such change results in UAE incurring additional costs and expenses in providing Customer's electricity service, these additional costs and expenses shall be Customer's responsibility and they will be assessed in Customer's monthly bill as a pass-through charge

DISPUTES. The Parties agree to use best efforts to resolve any disputes informally, without resort to litigation, arbitration or mediation. If dispute resolution is unsuccessful, the Parties may seek such other remedies as may be available under applicable law or as the parties may otherwise agree to resolve such dispute. Customer shall pay undisputed amounts in the ordinary course, and upon resolution of the dispute, the prevailing party shall receive the amount it is owed within 5 business days, plus interest and reasonable costs, including attorney's fees. This Agreement is governed by New Hampshire law.

WAIVER & SEVERABILITY. No waiver of this Agreement's requirements shall occur based on UAE's failure to provide notice of any default or other requirement under this Agreement, and failure to object to any default shall not operate or be construed as a waiver of any future default.

CHANGES IN TERMS OF SERVICE/ASSIGNMENT. In the event of any material change in these Terms and Conditions, UAE will notify Customer in writing by Customer's email address on record between 30 and 60 calendar days in advance of such change. This Agreement may be assigned or transferred by UAE without Customer's consent with thirty (30) days prior written notice to Customer's e-mail address on record. Customer may not assign this Agreement or any of Customer's rights or obligations hereunder, without prior written consent from UAE. Nothing in this Agreement shall create, or be construed to create, any express or implied rights in any person or entity other than UAE and Customer.

RIGHT TO RESCIND. CUSTOMER HAS A RIGHT TO RESCIND THIS CONTRACT WITHOUT PENALTY ANY TIME BEFORE MIDNIGHT ON THE LATER OF THE THIRD BUSINESS DAY AFTER CUSTOMER RECEIVES IT OR THE FIFTH BUSINESS DAY AFTER IT IS POSTMARKED (IF MAILED). TO EXERCISE CUSTOMER'S RIGHT TO RESCIND, CUSTOMER MUST CONTACT UAE BY ONE OF THE FOLLOWING THREE MEANS:

- (1) By telephone (toll-free) at: (855) 388-6466;
- (2) By mailing a written notice to rescind to: Union Atlantic Electricity Co., 220 Maine Mall Road, South Portland, ME 04106; or
- (3) Electronically through UAE's website at www.unionatlanticelectricity.com, or email at nhcustomerservice@unionatlanticelectricity.com.

CONFIDENTIALITY AND INFORMATION RELEASE AUTHORIZATION. By entering into this Agreement and providing Utility account number(s) and authorization number(s), Customer authorizes UAE to obtain from Utility any account information, including usage information and payment history. UAE will not release confidential customer information (including, but not limited to, name, e-mail address, telephone number and payment information) to any third-party without Customer's written authorization, except as necessary for power purchase and billing purposes.

NET METERING. Any account subject to Net Metering requires an additional contract to be signed with UAE regarding payment arrangements for excess payment of power purchased over historical account usages at time of enrollment, as well as an ACH agreement for drafting of said amounts.

METER USAGE INFORMATION. UAE has authority to act as Customer's agent to obtain Advanced Metering Information (AMI) and Historical Usage information for its account pursuant to this Agreement.

INSOLVENCY. Customer acknowledges and agrees that this Agreement and the transaction(s) under it constitute a 'forward contract' within the meaning of the United States Bankruptcy Code. To the fullest extent possible, Customer agrees to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledges that for purposes of this application of principles

afforded "forward contracts" the provisions of Section 366 shall not apply to Customer or this Agreement.

QUESTIONS AND COMPLAINTS. Customer can contact UAE with questions, complaints or to resolve disputes by calling (855)-388-6466 during the following hours: Monday through Friday, 9:00 a.m. to 5:00 p.m. Customer can also contact UAE through its website at www.unionatlanticelectricity.com.

CONSUMER PROTECTION RIGHTS. Customer may contact the NH PUC to obtain information on consumer protection rights by calling the PUC's Consumer Assistance Division at 1-800-852-3793, or by writing to the PUC at:

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