



DM 16-839

NHPUC 31OCT16#11:15

575 Lexington Avenue New York, NY 10022
tel 212 779 7000 fax 212 779 3061

October 21, 2016

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

Re: SmartEnergy application to become a Competitive Electric Power Supplier

Ms. Howland,

Attached please find SmartEnergy's application to become a Competitive Electric Power Supplier [CEPS] in New Hampshire. We enclose one original and two copies of our application.

We are a retail electric supplier licensed in MA, NY, PA, OH, DE, PA and IL. We serve residential customers in 12 utilities and have been in business for 3 years.

- We recently completed EDI setup with PSNH and attach documentation thereof.
- No marketing has or will be done in NH until approval is received from NH PUC.
- As evidence of ability to obtain supply in New England: we are an ISO-NE market participant and currently buy supply both from ISO-NE and through our supplier Shell Energy. Our ISO-NE membership is attached and can be seen online here: <http://www.iso-ne.com/participate/participant-asset-listings/directory?id=123437&type=customer>
- Attached is our registration fee of \$500 payable to the State of New Hampshire.
- Attached is our original surety bond for \$100,000 listing New Hampshire Public Utilities Commission as the Obligee.

Please let me know if you need anything else. We look forward to a successful registration process.

Regards,

A handwritten signature in black ink, appearing to read "Dan Kern", with a stylized flourish at the end.

Dan Kern
CEO

BOND NO. 1538665

PREMIUM: \$2,250.00

KNOW ALL MEN BY THESE PRESENTS THAT WE,

Smart Energy Holdings LLC

as Principal, and **Great American** INSURANCE COMPANY, a corporation duly organized and doing business under and by the virtue of the laws of the State of OHIO, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the said State, as Surety, are held and firmly bound unto

New Hampshire Public Utilities Commission

(Hereinafter called the Oblige)

in the sum of One Hundred Thousand and 00/100

Dollars (\$ 100,000.00)

for the payment whereof well and truly to be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden PRINCIPAL has made application for a license to the Oblige to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the Principal must act in accordance with Section PUC 2000 of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utilities Commission by the Principal as a licensed applicable to a competitive electric power supplier as required by PUC 2000.

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an Competitive Electric Power Supplier licensed in the State of New Hampshire and deliver electricity at retail in accordance with contracts, agreements and arrangements, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. The effective date of this bond is October 20, 2016 through October 20, 2017, Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Oblige recoverable under this bond.
2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Oblige up to termination date of this bond.

3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted and no suit shall be maintained against the Surety unless it be brought within three (3) months from the termination or expiration date of the bond.

4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, the Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

436 Walnut Street, WA10H, Philadelphia, PA 19106

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

SIGNED AND SEALED THIS 20th day of October 20 16 .

Smart Energy Holdings LLC

By _____

Surety Company

Great American Insurance Company

By: Debra J. Ezra

Debra J. Ezra, Atty-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 20450

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ROBERT G. LULL BRADLEY W. POST DEBRA J. EZRA KEITH B. ADAMS CARL A. GERSON GARRETT POST	ALL OF MAHWAH, NJ	ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8TH day of SEPTEMBER, 2015
GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

David C. Kitchen

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 8TH day of SEPTEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 20th day of October, 2016



Atty L C. B.

Assistant Secretary

FOR PRINCIPAL'S USE ONLY (Use Only One)

INDIVIDUAL ACKNOWLEDGEMENT
Unless a Corporation

STATE OF _____ ss:

COUNTY OF _____

On this _____ day of _____, _____, before me personally came

_____ to me known and known to me to be the person mentioned and described in and who executed the foregoing instrument and daily acknowledged to me the execution of the same.

Notary Public

Notary Address

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ ss:

COUNTY OF _____

On this _____ day of _____, _____, before me personally came

_____ to me known, who, being by me duly sworn, did dispose and say that he/she resides in _____

_____ that he/she is the _____ of the _____

_____ the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

FOR SURETY USE ONLY

SURETY ACKNOWLEDGEMENT

STATE OF NEW JERSEY ss:

COUNTY OF BERGEN

On this 20th day of October, 2016, before me personally came

DEBRA J. EZRA

_____ to me known, who being by me duly sworn, did depose and say that he/she resides in MAHWAH, NEW JERSEY

_____ BERGEN County, that he/she is the Attorney-in-fact of

Great American Insurance Co, and the corporation described in and which executed the above instruments; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



KAREN SWISTAK
NOTARY PUBLIC OF NEW JERSEY
ID # 50011902

My Commission Expires 3/12/2020



Great American Insurance Group Tower
 901 E. Fourth Street
 Cincinnati, OH 45202-4201

GreatAmericanInsurance.com

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
 AS OF DECEMBER 31, 2014**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 2,606,946,732	Unpaid losses and loss expenses.....	\$ 2,604,906,915
Stocks.....	1,268,211,297	Reserve for underwriting expenses.....	211,147,128
Mortgage loans on real estate.....	232,715,906	Federal and foreign income taxes.....	5,498,936
Real estate (net of encumbrances).....	51,025,370	Reserve for unearned premiums.....	980,467,964
Cash and short-term investments.....	206,260,376	Ceded reinsurance premiums payable.....	73,077,708
Other invested assets.....	104,835,766	Funds held under reinsurance treaties.....	490,680,683
Receivable for securities.....	6,635,646	Payable for securities.....	8,934,664
Investment income due and accrued.....	24,585,358	Retrospective reinsurance ceded.....	(121,695,341)
Agents' and premium balances.....	475,775,089	Other liabilities.....	145,155,124
Reinsurance recoverable on loss and loss expense payments.....	42,159,413	Total Liabilities.....	4,398,173,783
Net deferred tax asset.....	308,796,928	Capital stock.....	\$ 15,440,600
Receivable from affiliates.....	6,441,908	Paid in surplus.....	322,831,611
Receivable from Federal Crop Insurance Corporation.....	493,294,639	Special surplus funds.....	121,695,341
Company owned life insurance.....	144,510,736	Unassigned funds.....	953,598,448
Funds held as collateral.....	8,799,572	Policyholders' surplus.....	1,413,566,000
Funded deductibles.....	12,638,694		
Other admitted assets.....	18,906,351		
Total.....	\$ 5,811,739,783	Total.....	\$ 5,811,739,783

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

SS:

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Bertha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended; 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2014.

Subscribed and sworn to before me:

this 16th day of February, 2015.



[Signature]
 Controller

[Signature]
 Assistant Secretary

[Signature]
 Public Notary
 F. A. MEYER
 Notary Public, State of Ohio

My Commission Expires 11-08-2016 Great American Insurance Company | American Empire Group | Mid-Continent Group | Republic Indemnity Group

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

(a) The registration application required by Puc 2003.01(a) and Puc 2003.02(b) shall include the following:

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

SmartEnergy Holdings, LLC

www.smartenergy.com

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

575 Lexington Avenue, 4th Floor

New York, NY 10022

212-779-7000

regulatory@smartenergy.com

www.smartenergy.com

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

108 West 13th St

Wilmington, Delaware 19801

(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;

Daniel Kern

CEO

575 Lexington Avenue, 4th Floor, New York, NY 10022

212 779 7000

Dan.Kern@smartenergy.com

Lloyd Spencer

COO

575 Lexington Avenue, 4th Floor, New York, NY 10022

212 779 7000

Lloyd.Spencer@smartenergy.com

Jackie Kern

CMO

575 Lexington Avenue, 4th Floor, New York, NY 10022

212 779 7000

Jackie.Kern@smartenergy.com

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

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

NA

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

NA

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

NA

EDI & Billing agreement pending with PSNH (Eversource).

(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 800-443-4440

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

Dan Kern

CEO

575 Lexington Ave, 4th Floor

New York, NY 10022

212 779 7000

Regulatory@smartenergy.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;

Business Filings Incorporated

9 Capitol Street

Concord, NH 03301

800-981-7183

info@bizfilings.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;



**State of New Hampshire
Department of State**



Accepted Date: **1/14/2016**
Business Name: **SMARTENERGY HOLDINGS, LLC**
Principal Office Address: **575 Lexington Avenue 4th Floor, Concord, NY, 03301, USA**

RE: Acceptance of Business Formation

This letter is to confirm the acceptance of the following business formation:

Business ID: **737130**
Tracking#: **3216199**
Effective Date: **01/13/2016**
Payment Transaction #: **48468**

To maintain your business registration in good standing, you must maintain a Registered Agent at all times. You must also file an annual report no later than April 1st of each year. To file your annual report please go to <http://www.sos.nh.gov/corporate/annualreport/>.

It is incumbent upon you to keep this office informed of address or email changes to ensure that all communications from our office reaches you. There is no charge for address changes.

Please visit our website for helpful information regarding all your business needs. If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below. Please reference your Business ID in your communication.

Thank you.
New Hampshire Department of State
Corporation Division



**State of New Hampshire
Department of State**

Filed Date Filed: 01/13/2016 Effective Date: 01/13/2016 Business ID: 737130 William M. Gardner Secretary of State
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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

SMARTENERGY HOLDINGS, LLC

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

SMARTENERGY HOLDINGS, LLC

THIRD: It is formed under the laws of **Delaware**

FOURTH: The date of its formation is **01/05/2012**

DURATION: The period of duration is **Perpetual**

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

NAICS CODE	NAICS SUBCODE
OTHER / Alternative retail electricity supplier.	

SIXTH: The name of it's registered agent **IN NEW HAMPSHIRE** is **Business Filings Incorporated**

and the physical address, of its initial registered office **IN NEW HAMPSHIRE** is

9 Capitol Street., Concord, NH, 03301, USA

SEVENTH : The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

PRINCIPAL OFFICE ADDRESS:

PRINCIPAL OFFICE BUSINESS ADDRESS	PRINCIPAL OFFICE MAILING ADDRESS
575 Lexington Avenue 4th Floor, Concord, NY, 03301, USA	575 Lexington Avenue 4th Floor, Concord, NY, 03301, USA

**APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY**

Form FLLC-1
(Cont.)

SMARTENERGY HOLDINGS, LLC

CERTIFY:

By checking this box and continuing, each signatory certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

EFFECTIVE DATE:

This statement shall be effective from: 01/13/2016

*Signature: Daniel Kern

Title: Manager

Date signed: 01/14/2016

Complete address of person signing: 575 Lexington Avenue, New York, NY, 10022, USA

Notice: The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal revenue Code and the regulation promulgated thereunder.

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

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

Date: 10/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.**Business Name History**

Name	Name Type
SMARTENERGY HOLDINGS, LLC	Legal
SMARTENERGY HOLDINGS, LLC	Home State

Limited Liability Company - Foreign - Information

Business ID:	737130
Status:	Good Standing
Entity Creation Date:	1/13/2016
State of Business.:	DE
Principal Office Address:	575 Lexington Avenue, 4th Floor New York NY 10022
Principal Mailing Address:	575 Lexington Avenue, 4th Floor New York NY 10022
Last Annual Report Filed Date:	
Last Annual Report Filed:	0

Registered Agent

Agent Name:	Business Filings Incorporated
Office Address:	9 Capitol Street Concord NH 03301
Mailing Address:	

NEW! [File Annual Report Online.](#)

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.

(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 Co. of New Hampshire

Unitil Energy Services, Inc.

Liberty Utilities (Granite State Electric) Corp.

New Hampshire Electric Co-op

(11) 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;

Public Service Co. of New Hampshire

R, R-OTOD, G, EAP, LCS, LG, G-OTOD, VIP, B, EOL, SKI, OL, GV

Unitil Energy Services, Inc.

D,OL

Liberty Utilities (Granite State Electric) Corp.

D, D-10, G-1, G-2, G-3, M

New Hampshire Electric Co-op

B, B2, BH, GN, GN2, BC, BC2, BCH, BW, BW2, BWC, BWC2, OPB, OPB2, OPBH, TND, TND2, TDF, TDF2, LB, LB2, LBH, B3, B3H, B32, BC3, BC3H, OPB3, TDN3, TDF3

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

OH, DE, PA, MA, NJ

(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;

See Exhibit 1, Attached.

(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;

SmartEnergy, its managers and members have never been convicted of any felonies.

(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;

SmartEnergy has not 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

SmartEnergy has not settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation

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;

SmartEnergy is not currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation

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

(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;

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;

SmartEnergy will maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; Will obtain monthly updated do-not-call lists from the National Do Not Call Registry; and will 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.

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

(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;

SmartEnergy intends to use the utility's billing service

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

See Exhibit 2, Attached

(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; and

I, Dan Kern, am authorized to file this application on behalf of SmartEnergy Holdings, LLC.

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

By: 

Name: Daniel A. Kern

Date: 10/21/2016



New Hampshire Terms and Conditions for Residential and Small Commercial Customers

1. **Agreement to Purchase Electricity.** SmartEnergy Holdings, LLC ("SmartEnergy") is a Competitive Retail Electric Service ("CRES") company that provides electricity service for residential and business customers in the State of New Hampshire. Subject to acceptance by SmartEnergy and your electric utility ("Utility"), you agree to purchase, and SmartEnergy agrees to supply, all of your electricity, as delivered to you by the Utility under the terms and conditions set forth in this document ("Terms and Conditions"). SmartEnergy will be supplying the generation portion of your electricity, and your Utility will continue to provide the distribution services. As used herein, the words "we", "us" and "our" refer to SmartEnergy, and the words "you" and "your" refer to the Customer.

2. **Agreement and Term.** The Terms and Conditions, Enrollment Form, Internet Enrollment Form, Telephone Verification Recording, and Welcome Letter shall be referred to collectively as the "Agreement". The initial term of the Agreement (the "Term") will continue month-to-month unless terminated by you or by SmartEnergy in accordance with the terms of the Agreement and will begin with the next available meter reading after processing of your enrollment by the Utility and SmartEnergy.

3. **Right to Cancel.** You have the right to cancel the Agreement without penalty by contacting SmartEnergy within three (3) business days following the date of your authorization to purchase electricity from SmartEnergy. To cancel, you may contact SmartEnergy in writing by sending Notice to SmartEnergy Holdings, LLC, 575 Lexington Avenue, 4th Floor, New York, NY 10022, or by telephone at 1-800-443-4440 (toll-free) from 9 a.m. to 6 p.m. E.T., (Monday through Friday), or electronically by e-mail to customer.service@smartenergy.com. The Utility will send you a notification letter indicating your enrollment with SmartEnergy. You can rescind the Agreement by contacting the Utility within seven (7) days following the date of the letter. You may terminate the Agreement at any time, for any reason, without fees or penalties. When you cancel the Agreement, you agree to pay for the electricity supplied by SmartEnergy through the date that another company begins to supply electricity to you. You are responsible for all charges incurred through the date that makes your cancellation effective, and for any fees incurred by SmartEnergy in collecting any unpaid amounts due.

4. **Disconnection of Service.** Only the Utility has the ability to disconnect your service. Failure to make full payment of the charges due hereunder may be grounds for disconnection.

5. **Pricing.** Your rate will be variable and will be set forth at the time of Enrollment and confirmed in the Agreement. For both fixed-rate and variable-rate plans, you will incur additional service and delivery charges from your Utility.

a. **Fixed Rate.** If you have selected a fixed rate, the rate per Kilowatt-hour ("kWh") for each billing cycle during the Term will be as indicated in the Agreement. The fixed price during the Initial Term will be calculated by multiplying the price of electricity per kWh by the amount of electricity you use in the billing cycle plus any applicable fees for generation, ancillary services, administration, congestion fees, losses, reserves, margin and other miscellaneous charges.

b. **Variable Rate.** The initial rate will be as indicated in the Agreement. Subsequent rates assigned to each individual account will be established each month, based upon such factors as load ratio, PJM electricity market pricing, transmission charges, utility charges, utility tariffs, grid usage charges, utility cost allocations to third party suppliers, changes to weather based usage forecasts, and other PJM ISO market price or business related factors. The variable price will be

calculated by multiplying the variable price of electricity per kWh that month by the amount of electricity you use in the billing cycle plus any applicable fees, charges or taxes. This price includes Transmission Charges and Estimated State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class.

c. Depending on the product and plan that you select, you may be billed a monthly customer charge, which if applicable, will be included in the Agreement.

d. SmartEnergy's prices may be higher or lower than your EDC's rate in any given month. Current and historical rates should not be taken as a guarantee of future rates.

6. **Renewable Energy and Renewable Energy Credits.** If you have selected a renewable energy product from SmartEnergy, your rate includes an additional charge for the purchasing of Renewable Energy Certificates and the following provision applies: SmartEnergy will, either directly and/or through its affiliate(s), retire, on your behalf, non-certified Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or lowimpact hydro, in an amount matching either all of your usage for a calendar year or the renewable content amount specified in your plan description. Such energy sources will be located in or connected to the PJM regional electricity control area. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. SmartEnergy relies on regional system power from the grid to serve its customers' minute-by-minute consumption. But, through retirement of RECs by SmartEnergy, on behalf of customers, SmartEnergy will cause enough renewable energy to be delivered to the PJM regional electricity control area to match either all of your usage or the renewable content amount specified in your plan description. SmartEnergy may take up to three (3) months after the end of a calendar year to retire RECs needed to fulfill this product. SmartEnergy will not be liable to you or any other party for any advertising assertions related to this product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or this product.

7. **Payment.** Your payment is due by the date specified in the Utility bill, and late payments will be subject to interest at 1.5% per month or the highest amount allowable under applicable law, whichever is lower. You will incur additional service and delivery charges from the Utility.

8. **Billing.** You will receive one bill from the Utility monthly, in which your SmartEnergy supply charges will be listed separately from the Utility's delivery charge. Your Utility may or may not charge a fee for switching service to SmartEnergy. You have the right to request a 24-month payment history, without a charge, up to twice in a 12-month period. SmartEnergy does not offer budget billing for the generation portion of the bill.

9. **Renewal, Expiration, or Change in Terms.** If you have a fixed term Agreement with us and it is approaching the renewal or expiration date, or if we propose a change to our terms of service, we will send you written notice, explaining your options and the date by which you must take action to exercise your options, before either the expiration date or the effective date of the change(s). If you have selected a fixed term plan, the "Initial Term" of your Agreement is the



number of billing cycles set forth at the time you entered into the Agreement with SmartEnergy. If you do not respond to the written notice described above, your service will continue month-to-month at a variable rate until it is either terminated by you or SmartEnergy in accordance with the terms of the Agreement.

10. **Credit Requirements.** SmartEnergy reserves the right to conduct a credit review prior to providing you with electricity supply service, and reserves the right to refuse you electricity supply service if you do not meet SmartEnergy's credit standards. You agree to provide SmartEnergy with any information reasonably requested in order to complete the credit review. If, prior to commencing electricity supply service or at any time during the Term of the Agreement, SmartEnergy has good faith concerns about your creditworthiness, SmartEnergy may conduct a credit review.

11. **Information Release Authorization.** You authorize SmartEnergy to obtain and review information regarding your credit history from credit reporting agencies and information, including but not limited to the following from the Utility: account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges under the Agreement are included on your Utility bill, billing and payment information from the Utility. This information may be used by SmartEnergy to determine whether it will commence and/or continue to provide electricity supply to you and will not be disclosed to a third party unless required by law. Submission of the Agreement shall be deemed to represent your authorization for the release of this information to SmartEnergy. This authorization will remain in effect during the Term of the Agreement. You may rescind this authorization at any time by providing Notice thereof to SmartEnergy, or calling 1-800-443-4440 (toll-free) from 9 a.m. to 6 p.m. E.T. (Monday through Friday). SmartEnergy reserves the right to cancel the Agreement on fifteen (15) calendar days' Notice in the event you rescind such authorization.

12. **Estimated Meter Readings.** The Utility may estimate your usage under regulations set by NH-PUC. The Utility must take an actual reading at least every other billing cycle and its procedure for estimated meter readings must be approved by NH-PUC. The bill will clearly indicate if it is an estimated reading by use of the word "ESTIMATE" on the bill, in close proximity to the estimated amount.

13. **Basic Service Availability.** The State of New Hampshire provides its citizens with the right to basic service from the Utility. Basic service is power supply you receive from your Utility. The price for this basic service is variable and will change based on the market price for electricity. You are eligible to receive basic service at any time and to continue to receive it indefinitely.

14. **Events of Default.** An Event of Default shall mean: (i) failure to make any payment required under the Agreement, when due; (ii) the failure to take electric supply when delivered under the terms of the Agreement, if such failure is not cured within ten (10) business days after SmartEnergy provides you with written Notice; (iii) significant downgrading of your credit rating since the Effective Date of the Agreement, as determined by SmartEnergy in its sole discretion; (iv) if you file a petition or otherwise commence, authorize or acquiesce 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 you and such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (v) you are unable to pay your debts as they are due and such inability is not cured within ten (10) days after SmartEnergy provides you with written Notice as defined herein.

a. **Remedy for Event of Default.** SmartEnergy has the right to terminate the Agreement according to this Section 15 if an Event of Default occurs.

b. **Collection of Past Due Charges.** SmartEnergy will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees.

15. **Termination of Service by SmartEnergy.** SmartEnergy may terminate electricity supply service for an Event of Default (defined in Section 12 above). You will then receive electricity from the Utility or will be given the opportunity to choose a different electricity supplier. You will be responsible to pay for electricity consumed prior to service termination. SmartEnergy may also terminate the Agreement within fourteen (14) days of Notice to the Customer if you fail to pay a bill or meet any other payment requirements. In the event of a change in applicable law or regulation that prevents or prohibits SmartEnergy from performing under the terms of the Agreement, or for any other reason, SmartEnergy reserves the right to terminate the Agreement either by contacting SmartEnergy as specified herein, or by contacting your Utility. If you return to basic service provided by the Utility, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the Utility.

16. **Legal Notice.** All notice to be given hereunder ("Notice") will be in writing and delivered as specified in the Agreement to both you and SmartEnergy, as applicable, by mail (to SmartEnergy at 575 Lexington Avenue, 4th Floor, New York, NY 10022), or by email (to SmartEnergy at customer.service@smartenergy.com). 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.

17. **Miscellaneous.**

a. **Dispute Resolution.** You agree to contact SmartEnergy at 1-800-443-4440 (toll-free) from 9 a.m. to 6 p.m. E.T. (Monday through Friday) regarding any dispute related to the Agreement. You should contact the Utility concerning a power outage or any other emergency.

b. If your complaint is not resolved after you have called your electric supplier and/or your electric Utility, or for general Utility information, residential and business customers may contact the New Hampshire Public Utilities Commission (NH-PUC) for assistance at 1-800-852-3793 (toll free) from 8 a.m. to 4:30 p.m. weekdays, or at <http://www.puc.state.nh.us/>.

c. **Assignment.** You may not assign your rights or obligations under the Agreement without SmartEnergy's express written consent. SmartEnergy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under the Agreement, and may also assign its interest in the Agreement to another electric supplier or other entity as permitted by law.

d. **Publicity.** When you provide a testimonial or win a contest, SmartEnergy shall be entitled to disclose and publicize your identity as a customer of SmartEnergy on its website and in any other marketing material.

e. **Indemnification.** SmartEnergy shall indemnify, defend and hold you harmless from and against any claims arising from or out of any event, circumstance, act or incident occurring or existing before electricity supply is delivered to your home or business. You shall indemnify, defend and hold harmless SmartEnergy from and against any claims arising from or out of any event, circumstance(s), act or incident occurring or existing after electricity is delivered to your home or business.



f. **Entire Agreement.** The Agreement is the entire agreement between you and SmartEnergy and supersedes any prior written or verbal agreements. The Agreement is binding upon you and SmartEnergy and each of its respective successors and permitted legal assigns. The Agreement is not intended to benefit any third party.

g. **Representations and Warranties, Limitation of Liability and Arbitration.** The electricity supplied by SmartEnergy under the Agreement will be purchased from a variety of sources. SMARTENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. SMARTENERGY'S LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. NEITHER SMARTENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON A CLAIM RETLATING TO CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS, BREACH, NON-PERFORMANCE OR ANY OTHER BASIS. YOU AND SMARTENERGY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. BOTH SMARTENERGY AND YOU AGREE NOT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT.

h. **Force Majeure.** SmartEnergy will make commercially reasonable efforts to provide electricity supply but does not guarantee continuous service. SmartEnergy is not responsible for power outages or other events outside its control that may prevent SmartEnergy from supplying electricity (collectively, "Force Majeure Events"), including without limitation, acts of God or governmental authority, accidents, labor disputes, required maintenance, your Utility's non-performance, including without limitation, an outage, or changes in laws of any governmental authority or any other cause beyond SmartEnergy's control. SmartEnergy shall not be liable to you for any interruptions caused by a Force Majeure Event.

18. **Environmental Disclosure.** An Environmental Disclosure Label specifying the approximate generation resource mix and environmental characteristics of the power supply being offered under the Agreement can be found on the SmartEnergy website at www.smartenergy.com. SmartEnergy will also provide a printed copy of the environmental disclosure information upon request.

19. **Electric Emergencies and Power Quality.** The Utility will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. You will hold SmartEnergy harmless in the event of a loss of power caused by any entity other than SmartEnergy. If you have an electrical emergency, power outage or reduction in power quality, you should contact the Utility at its telephone number for emergencies.

20. **Entire Agreement.** The Agreement, including these Terms and Conditions, constitute the entire agreement for the purchase of electricity between you and SmartEnergy, and shall take the place of any and all prior agreements and understandings, oral or written, regarding SmartEnergy supplying electricity to you.



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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: SmartEnergy Holdings, LLC

575 Lexington Avenue

4th Floor

New York, NY 10,022

Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
123437	Supplier	Participant	Market Participant		Y

Committee Members

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
NEPOOL Markets Committee	Lloyd Spencer	COO	Member	Alternate

NEPOOL Markets Committee	Daniel A Kern	CEO	Member	Member
NEPOOL Participants Committee	Lloyd Spencer	COO	Member	Alternate
NEPOOL Participants Committee	Daniel A Kern	CEO	Member	Member
NEPOOL Reliability Committee	Daniel A Kern	CEO	Member	Member
NEPOOL Reliability Committee	Lloyd Spencer	COO	Member	Alternate
Transmission Committee	Daniel A Kern	CEO	Member	Member
Transmission Committee	Lloyd Spencer	COO	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.

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

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[Seven-Day Forecast](#)
[Three-Day Forecast](#)
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Name of company	Customer Name	State jurisdiction	Regulatory agency hearing complaint	Utility Company	Date of complaint	Docket or case number	Nature of the complaint	Final Resolution	Applicants Internal process to limit recurrence
SmartEnergy Holdings, LLC	Robert Chamberlin	OH	Public Utility Commission of Ohio	American Electric Power	06/27/14	RCHA062714XS	Customer cancelled, and SmartEnergy signed him back up without consent	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Rhonda Clark	OH	Public Utility Commission of Ohio	American Electric Power	09/24/14	RCLA092414PS	Claimed she never signed up	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Greg Rhinock	OH	Public Utility Commission of Ohio	American Electric Power	10/27/14	GRHI102714G3	His rate increasing since enrolling his account, said he had his rate set for 2 years	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Robert Price	OH	Public Utility Commission of Ohio	Dayton Power and Light	10/30/14	RPRI1029144A	Mr. Price stated his account was enrolled with Smart Energy without authorization	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Ann Rice	OH	Public Utility Commission of Ohio	American Electric Power	11/05/14	140060708232343	Customer did not want to switch to SmartEnergy solutions	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Nancy Raper	OH	Public Utility Commission of Ohio	American Electric Power	11/17/14	NRAP111414KE	Customer complained about not receiving the \$50 rebate	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Marilyn Warner	OH	Public Utility Commission of Ohio	American Electric Power	11/17/14	MWAR102214KH	Customer did not know she was switching to SmartEnergy because she thought it was AEP	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	James Guarino	DE	Department of State - DE	Delmarva	01/07/15	258	Customer was switched to Smart Energy without consent	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Lillian Barnett	OH	Public Utility Commission of Ohio	American Electric Power	02/02/15	LBAR02021531	Lower rates & Caller states that she was not told that she had to pay AEP too	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Maxine Hollis	OH	Public Utility Commission of Ohio	Dayton Power and Light	02/09/15	MHOL013015HE	Customer was switched to Smart Energy without consent	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Joseph Latarre	PA	PA Public Utility Commission	PECO	02/09/15	3319357	Customer was switched to Smart Energy without consent	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Terry Cline	OH	Public Utility Commission of Ohio	American Electric Power	02/11/15	TCLI020415J2	Customer recently contacted PUCO regarding high bills.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Nina Wilson	OH	Public Utility Commission of Ohio	American Electric Power	02/17/15	NWIL021215RR	Consumer contacted us over her request to be removed from your company's marketing list	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Jim Boals	OH	Public Utility Commission of Ohio	American Electric Power	02/17/15	JBOA021715E0	Customer has been trying to call the company to cancel and has not been able to reach anyone	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Lynette Hill	PA	PA Public Utility Commission	PECO	03/12/15	3136760	Person can't reach SmartEnergy, also signed up w/o authorization	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.

Name of company	Customer Name	State jurisdiction	Regulatory agency hearing complaint	Utility Company	Date of complaint	Docket or case number	Nature of the complaint	Final Resolution	Applicants Internal process to limit recurrence
SmartEnergy Holdings, LLC	Jaslynn Terry	OH	Public Utility Commission of Ohio	American Electric Power	03/18/15	JTER031615TV	Does not recall providing authorization for this	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Diane Jackson	NJ	PA Public Utility Commission	Public Service Electric & Gas	03/24/15	15V00003383	Does not recall providing authorization for SmartEnergy	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Parveen Kumar	OH	Public Utility Commission of Ohio	American Electric Power	04/03/15	PKUM032515XY	Their bill is high and the rate is changing every month	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	William Botting	OH	Public Utility Commission of Ohio	Dayton Power and Light	04/10/15	WBOT04101599	Misled into believing he was talkign to Dayton Power and Light during the conversation	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Joan Ehly	PA	PA Public Utility Commission	PECO	04/13/15	3333667	Never signed up for SmartEnergy, SmartEnergy got the info from PECO.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Shirley Holsapple	OH	Public Utility Commission of Ohio	Dayton Power and Light	04/28/15	SHOL042715AY	Customer signed up with SmartEnergy, 3 days later she cancelled, but we never cancelled her	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Pamela Donlon	OH	Public Utility Commission of Ohio	American Electric Power	05/05/15	PDON042715GO	Inquiring about her bill and asking when will she receive her \$50 rebate	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Mary J Wolfe	PA	PA Public Utility Commission	PPL	05/05/15	3340364	Slammed by SmartEnergy, bill went up to \$500, called to cancel	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Delores Knepper	OH	Public Utility Commission of Ohio	American Electric Power	05/05/15	DCOR05011525	SmartEnergy person by door, asked to see bill, did not want to sign up, bill is over \$400	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Olga Drozd	PA	PA Public Utility Commission	PECO	05/31/15	3350439	Customer pressured into switching to SmartEnergy, tried to cancel but we never cancelled her	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Michele Griffin	NJ	Better Business Bureau	Public Service Electric & Gas	05/28/15	10639836	Customer was told the she would receive \$50 cash back bonus but did not get it.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Helen Kress	OH	Public Utility Commission of Ohio	Dayton Power and Light	06/10/15	BKRE060915NC	Wants verification of the enrollment	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	George Eschert	PA	PA Public Utility Commission	NA	06/11/15	3354827	Customer would like SmartEnergy cited for slamming	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Elaine Adams	PA	PA Public Utility Commission	PECO	06/12/15	3355400	Customer did not know she was switching to SmartEnergy because she thought it was PECO	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.

Name of company	Customer Name	State jurisdiction	Regulatory agency hearing complaint	Utility Company	Date of complaint	Docket or case number	Nature of the complaint	Final Resolution	Applicants Internal process to limit recurrence
SmartEnergy Holdings, LLC	Millie Westbeld	OH	Public Utility Commission of Ohio	Dayton Power and Light	07/24/15	MWES072315KC	Customer owes SmartEnergy \$32.18 but Dayton says her account is current	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Juanita Wehrle-Einhorn	OH	Public Utility Commission of Ohio	Dayton Power and Light	07/29/15	JWEH072715ZA	Smart Energy says bill isn't being paid, DPL said she is on autopay and bills are paid	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Wilbur Bey	PA	Duquesne Light Company	Duquesne	07/29/15	3991900163	Customer did not sign up for SmartEnergy	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Esther Lee	OH	Public Utility Commission of Ohio	American Electric Power	07/30/15	ELEE072015Q0	Company insist she owes a balance of \$20.71 \$111.07 and \$95.93	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Edward S Allwine Jr	PA	PA Public Utility Commission	PPL	08/17/15	3374960	Customer was switched to Smart Energy without consent	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Mary Kendall	PA	Duquesne Light Company	Duquesne	08/17/15	NA (Supplier Agreement ID: 4484560742)	Customer says she did not sign up for SmartEnergy	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Nancy Wright	NJ	NJ Board of Public Utilities	PS&G	08/21/15	15W00000759	Customer was switched to Smart Energy without consent	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Adriano &Patricia Manieri	DE	Delaware Division of the Public Advocate	Delmarva	09/08/15	395	Customer signed up with SmartEnergy, bills high, would like to switch back to Delmarva without penalty	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Norman Cromes	OH	Public Utility Commission of Ohio	American Electric Power	09/15/15	NCRO091515YX	Caller is unsure of his contract terms and conditions	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Kathleen Robinson	PA	Commonwealth of Pennsylvania	PPL	9/1/2015	BCP-15-05-016163	Caller was told that she would receive \$50 cash back rebate for all three of her accounts	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Lisa Volk	PA	Public Utility Commission of Ohio	PPL	10/1/2015	3388721	Caller was told that she would receive \$50 cash back rebate after 3 months, but have not received it	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Nancy Sutton	PA	PA Public Utility Commission	PECO	10/5/2015	3390576	Customer was switched to Smart Energy without consent	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Kenneth Haag	PA	PA Public Utility Commission	NA	10/5/2015	3390506	Received sweepstakes from SmartEnergy, does not mention supplier enrollment or supplier name	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.

Name of company	Customer Name	State jurisdiction	Regulatory agency hearing complaint	Utility Company	Date of complaint	Docket or case number	Nature of the complaint	Final Resolution	Applicants Internal process to limit recurrence
SmartEnergy Holdings, LLC	Betty Riley	PA	Public Utility Commission of Ohio	American Electric Power	10/7/2015	BREI100515P0	customer contacted us over a delay in canceling her account. She says that this was requested back on July 6, but her bills still reflect Smart Energy as her supplier.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Kristen Watson	PA	PA Public Utility Commission	PPL	10/14/2015	3392854	Customer claims she was given wrong information about the switch to another supplier.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Michael Hitchcock	PA	Public Utility Commission of Ohio	Dayton Power and Light	10/27/2015	MHIT102615R3	Mr. Hitchcock regarding a dispute regarding his contracted rate	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Tina Christian	PA	Public Utility Commission of Ohio	Duke	11/9/2015	TCHR110615M3	Customer claims she cancelled from SmartEnergy two months ago	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Rita Schell	PA	Public Utility Commission of Ohio	Ohio Power	11/13/2015	RSTH111315LO	\$50 promotion she was to receive after being a customer of Smart Energy for 3 months. She never received the promotion.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Mort Bauer	PA	PA Public Utility Commission	ConEd	11/17/2015	3402021	Customer states that he did not sign up for SmartEnergy	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	John Mayer	PA	Commonwealth of Pennsylvania	PECO	10/26/2015	BCP-15-05-020242	Customer claims that he knows his rate was variable but it went up 67%.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Robert Chaffin	PA	Public Utility Commission of Ohio		12/10/2015	RCHA120715DK	Customer claims he signed up with a fixed rate	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Jean Stanley	PA	Public Utility Commission of Ohio	Duke	1/12/2016	JSTA010816QA	Customer does not remember signing up	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Gina Dovenbarger	PA	Public Utility Commission of Ohio	Ohio Power	1/13/2016	GDOV121715HX	Customer enrolled and then cancelled a week later	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Scott Whallin	PA	PA Public Utility Commission	PPL	12/31/2015	3407809	Customer said his rates kept rising when he was told it will be lower than PPL	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Robert Bettis	PA	PA Public Utility Commission	PECO	1/20/2016	3409605	Customer has been billed by smartenergy without his consent.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Eva Lucas Oaks	PA	PA Public Utility Commission	Duquesne	1/22/2016	3410170	Customer complained that the supplier started a contract without her consent.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Doris Francis	PA	PA Public Utility Commission	PECO	1/27/2016	3410541	Customer claimed she never authorized a switch to SmartEnergy	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.

Name of company	Customer Name	State jurisdiction	Regulatory agency hearing complaint	Utility Company	Date of complaint	Docket or case number	Nature of the complaint	Final Resolution	Applicants Internal process to limit recurrence
SmartEnergy Holdings, LLC	Shane Fogell	PA	PA Public Utility Commission	PPL	2/4/2016	3411633	Customer did not know he was switching supplier and he was not cancelled when he called in on 1/19.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Gregory Lennon	NJ	Board of Public Utilities	PSEG	2/10/2016	NA	Customer claims he signed up with a fixed rate. Also he did not receive his \$50 CBB.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Robert Vogelsberger	PA	PA Public Utility Commission	Duquesne	2/10/2016	3412055	Customer says SmartEnergy is harassing him by calling him and coming to his door.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Florence Burdine	PA	PA Public Utility Commission	AEP	2/11/2016	FBUR021116V7	Customer wants to be dc from Smart Energy. She called last month and the representative told her she could not find her information on their records.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Elizabeth Bauer	OH	Public Utility Commission of Ohio	Duke	3/1/2016	EBAU021916KJ	Ms. Bauers account was Smart Energy from 10/10/14 and will terminate on 3/14/16. Customer disputes the enrollment.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Lisa Ferguson	DE	Better Business Bureau	Delmarva	3/2/2016	NA	Customer did not receive her \$50 CBB and she was paying more with SmartEnergy and not saving.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	George Parsons	PA	PA Public Utility Commission	Duquesne	3/15/2016	3416687	The customer is disputing the supplier SmartEnergy not giving him the \$50 Check that they said they would give him if he signed up.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Mariann Sekula	IL	Illinois Commerce Commission	ComEd	3/18/2016	2016-02586	Customer did not know she was switching supplier, if she knew she would not have switched from ComEd	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Michael Loudermilk	OH	Public Utility Commission of Ohio	Duke	3/28/2016	MLOU032816LH	Customer stated that he did not sign-up for service with the company. He disputes owing the \$45.73 early termination fee.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Rebecca Tice	OH	Public Utility Commission of Ohio	Duke	4/5/2016	WTIC040416VP	Customer was tricked into signing up for SmartEnergy and the customer said they never signed up for varable rate.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.

Name of company	Customer Name	State jurisdiction	Regulatory agency hearing complaint	Utility Company	Date of complaint	Docket or case number	Nature of the complaint	Final Resolution	Applicants Internal process to limit recurrence
SmartEnergy Holdings, LLC	Charlotte Campbell	IL	Illinois Commerce Commission	ComEd	4/19/2016	2016-03930	Someone from SmartEnergy called her and told her to sign up. They then spoke to ComEd representative to sign her up. She later call ComEd and they told her that her assistant would be cancelled.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Charles Faulkner	IL	Illinois Commerce Commission	ComEd	4/21/2016	2016-03911	Customer called up but says he did not want to be enrolled with another supplier, wanted to stay with ComEd. He wanted to make sure he was not a SmartEnergy customer.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	John Corey	MA	Better Business Bureau	National Grid	4/22/2016	11395806	Customer was enrolled online but did not clicked enrolled.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Joy Richardson	OH	Ohio Attorney General	Duke	4/27/2016	863308	Customer did not authorize enrollment	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Deena Whitfield	PA	PA Public Utility Commission	PPL	5/6/2016	3436212	Customer account was slammed, she did not sign up for SmartEnergy	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Susan White	OH	Public Utility Commission of Ohio	Duke	5/25/2016	SWHI052416H0	Customer called to cancel between January to March and was not cancelled.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Dawn M. Riley	DE	Better Business Bureau	Delmarva	5/17/2016	11449377	Customer was lied to when it came to the rate she signed up for. It was higher than what they promised.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Danny Mullins	OH	Public Utility Commission of Ohio	Dayton Power and Light	6/6/2016	DMUL053116CU	Customers said he did not authorize SmartEnergy to sign him up and as a result he was charged an ETF fee by his previous supplier.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Esperanza Whitmoyer	PA	PA public Utility Commission	PPL	06/03/16	3446116	Billing - PPL inadvertently billed ger for 2 month of electricity	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	George Eatrides	OH	Public Utility Commission of Ohio	Duke	7/1/2016	GEAT062816FX	Duke cancelled enrollments with Starion Energy without permission, because Smart Energy was added as the supplier	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Willie Honeycutt	IL	Illinois Commerce Commission	ComEd	6/29/2016	2016-08025	The customer has learned that he has Smartenergy as his supplier. He says he did not agree to supply with SE	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.

Name of company	Customer Name	State jurisdiction	Regulatory agency hearing complaint	Utility Company	Date of complaint	Docket or case number	Nature of the complaint	Final Resolution	Applicants Internal process to limit recurrence
SmartEnergy Holdings, LLC	Bobby Brown	OH	Public Utility Commission of Ohio	ComEd	7/6/2016	BBRO0627169L	Mr. Brown denies ever enrolling with a supplier.	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Charles Richmond	OH	Better Business Bureau	Columbus	6/13/2016	10456838	Mr Richmond states that SE refused payments making false claims	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	David Hutchinson	PA	PA public Utility Commission	PPL	8/11/2016	3467047	Customer never received \$50 CBB	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Linda Larue	OH	Illinois Attorney General	ComEd	4/4/2016	2016-consc-00025456	Customer did not authorize enrollment	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Sue Elkins	PA	PA Public Utility Commission	PECO	7/8/2016	3457292	Credit lost for having solar panels	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Lisa K Volk	PA	PA Public Utility Commission	PPL	5/4/2016	2016-2543356	Customer never received \$50 CBB	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Latrina Adams	OH	Better Business Bureau	Duke	5/20/2016		Customer never received \$50 CBB	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Marcel Archambault	MA	Department of public utility	MECO	8/5/2016	192512	Customer did not authorize enrollment	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Pamela Whiteside	OH	Illinois Commerce Commission	ComEd	7/29/2016	2016-09550	Customer claims she was assured not to get any extra fee charges	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Nora McClinton	OH	Illinois Commerce Commission	ComEd	7/28/2016	2016-09469	Customer says she did not realize she was agreeing to alternative supply	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Kim Orlando	OH	Public Utility Commission of Ohio	Dayton Power and Light	7/28/2016	KORL07081676 / 16-1724-EL-CSS	The customer stated she was not billed as agreed	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Geraldine Scott	PA	PA Public Utility Commission	PECO	8/15/2016	3467896	The customer stated she was not billed as agreed	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Grant E Gette	OH	Better Business Bureau	ComEd	8/11/2016	11624027	Customer did not authorize enrollment	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Linda Hevener	PA	PA Public Utility Commission	PECO	9/12/2016	3469837	Customer alleges that she was assigned to a supplier without her consent	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Sandra Platz	PA	PA Public Utility Commission	Duquesne	9/9/2016	3475404	Cancel the services with company a month ago and are still on customers account	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Jo Bachik	PA	PA Public Utility Commission	PPL	8/29/2016	3472118	Switched her without her authorization	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.

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SmartEnergy Holdings, LLC	Bob Riedel	PA	PA Public Utility Commission	PPL	8/30/2016	3466577	High rates	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Judy Kennedy	IL	Illinois Commerce Commission	ComEd	9/13/2016	2016-11813	Switched her without her authorization	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Kathleen McGovern	IL	Illinois Commerce Commission	ComEd	9/9/2016	2016-11675	Switched her without her authorization	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Rebecca Schaffrick	MA	DPU Consumer Division	WMECO	9/6/2016	192967	slam	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Joseph Emerson	IL	Illinois Commerce Commission	ComEd	8/24/2016	2016-10897	slam	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Eva Burns	IL	Illinois Commerce Commission	ComEd	8/23/2016	2016-10823	slam	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Fina Galvan	IL	Illinois Commerce Commission	ComEd	8/17/2016	2016-10536	Switched her without her authorization	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.
SmartEnergy Holdings, LLC	Phyllis Heckman	IL	Illinois Commerce Commission	ComEd	8/4/2016	2016-09871	Switched her without her authorization	No further necessary	In order to limit recurrence, we train the representatives, termination occurs if the representatives do not follow the guidelines. Also there is monitoring of calls to prevent such complaint from occurring again.

Lloyd Spencer

From: aaron.downing@eversource.com on behalf of SupplierServicesNH@eversource.com
Sent: Monday, April 18, 2016 10:37 AM
To: Lloyd Spencer
Subject: EDI Testing and Certificates
Attachments: 1817_001.pdf; 1818_001.pdf

Good morning Lloyd.

I have some great news. Smart Energy has completed all EDI testing with Eversource.

Attached are the copies of the EDI completion letter and certificate that will need to be provided to the NH Public Utilities Commission to complete their registration process.

Please complete the registration process with the NH-PUC and once they provide the document stating Smart Energy is a registered supplier in the Eversource territory, please e-mail me a copy.

Once received, Smart Energy will be moved to EDI production and then can begin to send EDIs the following day. In addition, one original supplier agreement along with the original supplier training and EDI testing completion certificates and letter will be shipped.

Aaron Downing | Supplier Services - NH | **EVERSOURCE**
| ☎: 603.634.3629 | ✉: SupplierServicesNH@eversource.com

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04/18/16

Smart Energy Holdings, LLC
575 Lexington Ave.
4th Floor
New York, NY 10022

Dear Lloyd,

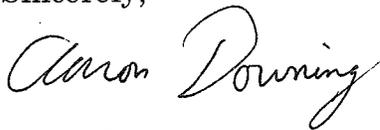
Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our Public Service Company of New Hampshire (d/b/a Eversource Energy) customers.

Eversource and Smart Energy Holdings, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Smart Energy Holdings, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with Eversource customers.

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

Sincerely,



Aaron Downing
Eversource Supplier Services

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

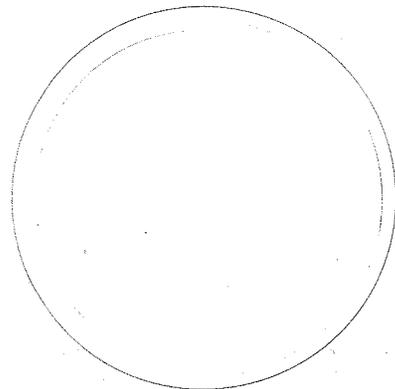
Certificate of Completion

is hereby granted to:

Smart Energy Holdings, LLC

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing



Granted: 04/18/16

Aaron Downing

*Aaron Downing
Eversource Supplier Services*