



March 28, 2017

NHPUC 31MAR'17PM1:21

NEW HAMSHIRE PUBLIC UTILITIES COMMISSION

Debra Howland, Executive Director

21 South Fruit Street, Suite 10

Concord, NH 03301-2429

Subject: Electricity N.H., LLC d/b/a E.N.H. Power - DM 12-075
Renewal Registration of Competitive Electric Power Supplier

Pursuant to New Hampshire Code of Administrative Rules Chapter Puc 2000 Part 2003.02, Electricity N.H. LLC d/b/a E.N.H. Power ("ENH") is submitting the attached Application for renewal registration as a Competitive Electric Power Supplier (CEPS). As required, all information for the initial CEPS application under Puc 2003.01, Puc 2003.03 and Puc 2006.01, with noted changes from the original application, is attached.

In August 2016, ENH notified the Commission that Spark Energy Inc. acquired E.N.H. Power and all noted changes to the original application on this renewal registration were reported at that time along with a replacement corporate guarantee for financial security.

Enclosed are an original and two copies of the application along with a \$250 check for the filing fee.

An electronic copy of this filing was also sent to executive.director@puc.nh.gov.

If you have any questions or need anything else, please let me know.

Best Regards,

Muriel LeClerc
Regulatory and Compliance
PO Box 1150
Auburn, ME 04211
207.440.5004
mleclerc@providerpower.com

Puc 2003.02 Renewal Registration of Competitive Electric Power Suppliers

2003.02(b) The CEPS shall include in each application for renewal all information required for an initial CEPS application under Puc2003.01, Puc 2003.03 and Puc 2006.01, and shall note any changes to the information contained in previous application

2003.01(d) (1) Electronic Data Interchange: (change from original application)

See Attachment A

EC Infosystems is our contractor for EDI Transaction Management since 2013 and is currently sending EDI transactions to all four utilities on behalf of E.N.H. Power. Attachment A includes certificates of completion for EDI testing from each utility:

Eversource (previously PSNH)
Unitil Energy Systems
New Hampshire Electric Cooperative
Liberty Utilities

2003.01(d) (2) Evidence that the CEPS is able to obtain supply in the New England energy market.

See Attachment B – printout of ISO-NE/NEPOOL current member list.

2003.01(d) (4) Evidence of financial security, as defined in Puc 2003.03 (change from original application)

See Attachment C – Continuing Guarantee

2003.02(c) \$250.00 renewal fee

See enclosed check payable to “State of New Hampshire”.

Puc 2006.01 Form for Renewal Registration of Competitive Electric Power Suppliers

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

Legal Name: Electricity N.H., LLC

Trade Name: E.N.H. Power

Website: www.enhpower.com

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

Business Address: PO Box 1150
Auburn, ME 04211

Phone: 800-549-6160

Email: customerservice@enhpower.com

Website: www.enhpower.com

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

State of Maine

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; (change from original application)

Nathan Kroeker
President, Chief Executive Officer
12140 Wickchester Ln, Suite 100
Houston, TX 77079

Gil Melman
Vice President, General Counsel
12140 Wickchester Ln, Suite 100
Houston, TX 77079

Jason Garrett
Executive Vice President, Retail
12140 Wickchester Ln, Suite 100
Houston, TX 77079

Robert Lane
Chief Financial Officer
12140 Wickchester Ln, Suite 100
Houston, TX 77079

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;

N/A

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

N/A

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

N/A

- 6. The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;**

Customer Service Phone: 800-549-6160

Customer Service Email: customerservice@enhpower.com

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

Muriel LeClerc
Regulatory and Compliance
PO Box 1150
Auburn, ME 04211

207.44.5004

mleclerc@providerpower.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; (change from original application)**

Corporation Service Company d/b/a Lawyers Incorporating Service
10 Ferry St, Suite 313
Concord, NH 03301

- 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;**

See Attachment D – Certificate of Registration and copy of ENH's listing on the NH Secretary of State website with a Good Standing status.

- 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;**

- Eversource Energy (Eversource)
- Unutil Energy Systems, Inc. (UES)
- New Hampshire Electric Cooperative (NHEC)
- Liberty Utilities (Liberty)

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;

Electricity N.H., LLC d/b/a E.N.H. Power intends to serve all residential, small, medium and large customers in the following utilities and offer service to all customer classes as defined in the utility's tariff:

- Eversource Energy (Eversource)
- Unitil Energy Systems, Inc. (UES)
- New Hampshire Electric Cooperative (NHEC)
- Liberty Utilities (Liberty)

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

Electricity N.H., LLC d/b/a E.N.H. Power only operates in the state of New Hampshire.

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 Attachment E

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;**

Neither Electricity N.H., LLC d/b/a E.N.H. Power nor its principals have ever been convicted of any felony that has not been annulled by a court.

15. A statement as to whether the applicant or any of the applicant's principals:

a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or (change from original application)

Yes.

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;

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

In January of 2016, Spark Energy, LLC entered into a Settlement Agreement with the Public Utility Commission of Texas to pay an administrative penalty of \$160,000 due to violations of three Admin. Codes related to the rate reduction program, bill payment and adjustments, and disconnection of service.

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;

Electricity N.H., LLC d/b/a E.N.H. Power intends to telemarket in the State of New Hampshire. E.N.H. Power will (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.

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

Not applicable

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;

Electricity N.H., LLC d/b/a E.N.H. Power uses the utility's consolidated billing service.

20. A copy of each contract to be used for residential and small commercial customers; (change from original application)

See attachment F

Electricity N.H., LLC d/b/a E.N.H. Power
Application for Renewal of CEP Registration (DM 12-075)

Verification

I, Gil Melman, being first duly sworn, depose and state that I am counsel representing Electricity N.H., LLC d/b/a E.N.H. Power and that I have read the foregoing Application for Renewal of CEP Registration and know that the contents thereof and the statements therein contained are true, to the best of my knowledge, information and belief.



Gil Melman, Vice President, General Counsel
and Corporate Secretary
Electricity N.H., LLC d/b/a E.N.H. Power

Date: 3-28-17



Attachment A

Public Service of New Hampshire Certificate of Completion

is hereby granted to:

Electricity NH, LLC

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



Granted: 05/18/12

Aaron Downing

*Aaron Downing
PSNH Supplier Services*

Muriel LeClerc

From: Jacqueline Crews <JCrews@ecinfosystems.com>
Sent: Monday, September 30, 2013 5:52 PM
To: Dan Kuehl (GMail)
Cc: John Wassam; Sandra Nadeau; Robert Hoenig; Mourish Chaliawala; Muriel LeClerc; Nirav Shah; Chintan Vora; Kevin Dean (Gmail)
Subject: EDI Testing completed for Provider Power with PSNH

Hello Dan,

I am sending you an update on the status of testing between EC Infosystems (on behalf of Provider Power) with PSNH.

Effective 9/30/2013, EDI testing has been completed successfully. EC Infosystems will prepare their systems for production and will let you know the earliest "Go Live" date upon receiving it from the utility.

PSNH will not be able to "Go Live" with you until your business side paperwork is completed with them.

Thank you and please contact me if you have any questions.

Regards,
Jacqueline Stevenson
Supervisor, EDI Technical Support
EC Infosystems, Inc.
50 Charles Lindbergh Blvd, Suite 411
Uniondale, NY 11553
Tel: 516-874-8044
Email: jcrews@ecinfosystems.com
Web: www.ecinfosystems.com



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Electricity NH, LLC
Represented by: Muriel LeClerc

Issued by: Unitil Energy Systems
Represented by: Todd Bohan, Energy Analyst

Date: May 25, 2012

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Electricity NH, LLC. As of May 24, 2012, Unitil Energy Systems does hereby declare Electricity NH, LLC as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

Electricity NH, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Electricity NH, LLC has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.


Signature _____
Date 5/25/12

Todd Bohan
Energy Analyst II
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
supplierservices@unitil.com

Muriel LeClerc

From: Roy McMaster <RMcMaster@ecinfosystems.com>
Sent: Thursday, September 05, 2013 6:13 PM
To: Dan Kuehl (GMail)
Cc: Muriel LeClerc; Jacqueline Crews; Mourish Chaliawala; Robert Hoenig; Jane Bibla; Andy Zhao; Meela Neebar
Subject: Completion of Certification Testing Between Electricity NH, LLC d/b/a ENH Power and Unitil

Hello Dan,

I am sending you an update on the status of testing between EC Infosystems (on behalf of Electricity NH, LLC d/b/a ENH Power) with Unitil.

Effective 09.05.2013, Phase III testing has been completed successfully with Unitil test systems. EC Infosystems is now performing connectivity testing with Unitil's Live/Production Systems. We will let you know the earliest "Go Live" date upon receiving it from the utility.

Please note that Unitil will not be able to "Go Live" with you until your business side paperwork is complete with them. I hope you have already taken care of this item.

****Please note***

- 1. Once EDI Testing is complete with a utility, the utility usually takes about 7 business days to schedule Production Connectivity testing with us.***
- 2. Once Production Connectivity Testing is complete, EC Infosystems will need 5 business days before moving a marketer into production.***

Thank you and please contact me if you have any questions.

Roy McMaster
Technical Support Analyst
EC Infosystems Inc.
50 Charles Lindbergh BLV, Suite 411
Uniondale, NY 11553
Tel: 516-874-8025
EMAIL: rmcmaster@ecinfosystems.com
Web: www.ecinfosystems.com



579 Tenney Mountain Highway
Plymouth, NH 03264-3154
www.nhec.com
603-536-1800 / 800-698-2007

Test Acceptance Form

July 9, 2012

The undersigned agree that ENH Power and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "LDC" option on July 3, 2012.

Subject to any finalization of bilateral agreements between ENH Power and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, ENH Power may submit customer enrollment transactions electronically to NHEC upon providing billing rates no less than ten (10) business days prior to Member enrollment or Member's next billing date for any such rate. Supplier rates and pricing options must conform to the rate structure in use by the Cooperative for each specific rate class and be supported by meters in place.

Competitive Supplier Company: ENH Power

Competitive Supplier Business Contact Signature: Manuel LeClere
Date of Test Acceptance: 7-13-2012

Competitive Supplier Technical Contact Signature: Douglas Keefe
Date of Test Acceptance: 7-13-2012

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: A William Bayard
Date of Test Acceptance: July 9, 2012

Distribution Company Technical Contact Signature: Mona A. Patten
Date of Test Acceptance: July 9, 2012

Muriel LeClerc

From: John Wassam
Sent: Tuesday, August 20, 2013 10:52 AM
To: Muriel LeClerc
Cc: Dan Kuehl (GMail); Sandra Nadeau; Kristen Joseph
Subject: FW: EDI Testing Completed Electricity New Hampshire with New Hampshire Electric Coop(NHEC)

Categories: printed

From: Andy Zhao [<mailto:azhao@ecinfosystems.com>]
Sent: Tuesday, August 20, 2013 10:49 AM
To: John Wassam
Cc: Jacqueline Stevenson; Meela Neebar; Mourish Chaliawala; bhoenig@ecinfosystems.com; jbibla@ecinfosystems.com
Subject: EDI Testing Completed Electricity New Hampshire with New Hampshire Electric Coop(NHEC)

Good Morning John,

I am sending you an update on the status of testing between EC Infosystems (on behalf of Electricity New Hampshire) with NHEC.

Effective 8/20/2013, EDI testing(Electric) has been completed successfully. EC Infosystems will prepare their systems for production and will let you know the earliest "Go Live" date upon receiving it from the utility.

Please note that NHEC will not be able to "Go Live" with you until your business side paperwork is completed with them.

Thank you and please contact me if you have any questions.

***Please note**

- 1. Once EDI Testing is complete with a utility, the utility usually takes about 7 business days to schedule Production Connectivity testing with us.**
- 2. Once Production Connectivity Testing is complete, EC Infosystems will need 5 business days before moving a marketer into production.**

Regards,

Andy Zhao

Operations Analyst
EC Infosystems, Inc.
50 Charles Lindbergh Blvd, Suite 411
Uniondale, NY 11553
Tel: 516-874-8073
Email: azhao@ecinfosystems.com
Web: www.ecinfosystems.com



Liberty Utilities™

COMPLETION OF EDI TESTING

This is to certify that on JUNE 30th, 2014

Electricity NH, LLC

completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d).

A cursive handwritten signature in black ink that reads "Deborah M. Gilbertson".

Deborah M. Gilbertson, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053



Attachment B



NEW ENGLAND POWER POOL

Current Members

HOME ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS IMAPP

Pre-Printed Rosters:

Sector Roster

Alphabetical (by Voting Member)

Alphabetical (2d RNA)

ISO-NE CAMS:

Abest Power & Gas, LLC
 Acadia Center
 Acushnet Company
 Aesir Power Services LLC
 Agera Energy LLC
 Algonquin Energy Services Inc
 Alphataraxia Nickel LLC
 Ambit Northeast LLC
 Ameresco CT LLC
 American PowerNet Management, LP
 AmericaWide Energy, LLC
 Ampersand Energy Partners LLC
 Anbaric Management LLC
 Anthony, Christopher M.
 Antrim Wind Energy LLC
 Archer Energy, LLC
 Ashburnham Municipal Light Plant
 Aspirity Energy, LLC
 Associated Industries of Massachusetts
 Astral Energy LLC
 Athens Energy LLC
 Atlantic Energy MA, LLC
 Avangrid Renewables, LLC
 Backyard Farms, LLC
 Backyard Farms Energy, LLC
 Bath Iron Works Corporation
 BBPC LLC d/b/a Great Eastern Energy
 Beacon Falls Energy Park, LLC
 Bear Swamp Power Company LLC
 Belmont Municipal Light Department
 Berkshire Power Company, LLC
 Berlin Station, LLC
 Black Bear Hydro Partners, LLC
 Blackstone Hydro, Inc.
 Bloom Energy Corporation
 Blue Sky East, LLC
 Blue Sky West, LLC
 BlueRock Energy, Inc.
 BNP Paribas Energy Trading GP
 Boston Energy Trading and Marketing
 Boylston Municipal Light Department
 BP Energy Company
 Braintree Electric Light Department
 Brayton Point Energy, LLC
 Bridgewater Power Company L.P.
 Brookfield Energy Marketing Inc.
 Brookfield Energy Marketing LP
 Brookfield Renewable Energy Mkt'g US
 Brookfield White Pine Hydro LLC
 Brown Bear II Hydro, Inc.
 Bucksport Generation LLC
 Burlington Electric Department
 C.N. Brown Electricity, LLC
 Calpine Energy Services, LP
 Calpine Energy Solutions, LLC
 Canandaigua Power Partners, LLC
 Cape Light Compact
 Cargill Power Markets, LLC
 Castleton Commod. Merchant Trading
 Central Maine Power Company
 Centre Lane Trading Limited
 Champion Energy Marketing LLC
 Champlain VT, LLC
 Chester Municipal Light Department
 CHI Power Marketing, Inc.
 Chicopee Municipal Lighting Plant
 Choice Energy LLC
 Citigroup Energy Inc.
 CleanChoice Energy, Inc.
 Clear Choice Energy, LLC
 CLEARresult Consulting Inc.
 Clearview Electric Inc.
 Commonwealth of Massachusetts
 (Div. of Capital Asset Management)

Danvers Electric Division
 Darby Energy, LLLP
 Dartmouth Power Associates, LP
 DC Energy, LLC
 Deepwater Wind Block Island LLC
 Devon Power LLC
 Devonshire Energy LLC
 DFC ERG CT, LLC
 Direct Energy Business, LLC
 Direct Energy Business Marketing, LLC
 Discount Power, Inc.
 Dominion Energy Marketing, Inc.
 Dominion Nuclear Connecticut, Inc.
 DTE Energy Trading, Inc.
 Dynasty Power Inc.
 Dynegy Marketing and Trade LLC
 East Avenue Energy LLC
 EDF Energy Services, LLC
 EDF Trading North America, LLC
 eKapital Investments LLC
 Electricity Maine, LLC
 Electricity N.H., LLC d/b/a ENH Power
 Elektrisola, Inc.
 Eligo Energy, LLC
 Emera Energy Services Sub. No. 1 LLC
 Emera Energy Services Sub. No. 2 LLC
 Emera Energy Services Sub. No. 3 LLC
 Emera Energy Services Sub. No. 4 LLC
 Emera Energy Services Sub. No. 5 LLC
 Emera Energy Services Sub. No. 6 LLC
 Emera Energy Services Sub. No. 7 LLC
 Emera Energy Services Sub. No. 8 LLC
 Emera Energy Services Sub. No. 9 LLC
 Emera Energy Services Sub No 10 LLC
 Emera Energy Services Sub No 11 LLC
 Emera Energy Services Sub No 12 LLC
 Emera Energy Services Sub No 13 LLC
 Emera Energy Services Sub No 14 LLC
 Emera Energy Services Sub No 15 LLC
 Emera Maine Inc.
 EmpireCo Limited Partnership
 Energy Management, Inc.
 Energy New England LLC
 Energy Federation Inc.
 Energy GPS LLC
 Energy Plus Holdings LLC
 EnerNOC, Inc.
 Enerwise Global Technologies, Inc.
 d/b/a CPower
 Engelhart CTP (US) LLC
 ENGIE Resources LLC
 Entergy Nuclear Power Marketing LLC
 Entrust Energy East, Inc.
 EnvaPower, Inc.
 Epico USA, Inc.
 EST Northeast Energy GP, Inc. Essential
 Power, LLC
 Essential Power Massachusetts, LLC
 Essential Power Newington, LLC
 ETC Endure Energy, LLC
 Evergreen Wind Power II, LLC
 Evergreen Wind Power III, LLC
 EverPower Commercial Services LLC
 Eversource Energy Transmission
 Ventures, Inc.
 EveryDay Energy, LLC
 Exelon Generation Company, LLC
 Fairchild Energy, LLC
 Fairpoint Energy, LLC
 Farhad Aminpour
 First Point Power, LLC
 First Wind Energy Marketing, LLC
 FirstLight Power Resources
 Management, LLC

H.Q. Energy Services (U.S.) Inc.
 Hammond Belgrade Energy LLC
 Hammond Lumber Company
 Hampshire Council of Governments
 Hancock Wind, LLC
 Hanover, NH (Town of)
 Harborside Energy of Massachusetts
 Harvard Dedicated Energy Limited
 Hess Corporation
 High Liner Foods (USA) Incorporated
 HIKO Energy, LLC
 Hingham Municipal Lighting Plant
 Holden Municipal Light Department
 Holyoke Gas & Electric Department
 Howard Wind LLC
 Hudson Energy Services, LLC
 Hudson Light and Power Department
 Hull Municipal Lighting Plant
 Icelec Energy Services, Inc.
 IDT Energy, LLC
 Indeck Energy-Alexandria, LLC
 Independence Energy Group LLC
 Industrial Energy Consumer Group
 Industrial Power Services Corporation
 Inertia Power III LP
 Inspire Energy Holdings, Inc.
 Interstate Gas Supply, Inc.
 Inverney Energy Management LLC
 Ipswich Municipal Light Department
 J. Aron & Company
 J.F. Gray & Associates, LLC
 Jericho Power LLC
 Just Energy (U.S.) Corp.
 Kendall Green Energy LLC
 Kimberly-Clark Corporation
 King Forest Industries, Inc.
 Klean Energy Systems, LLC
 Liberty Power Delaware LLC
 Liberty Power Holdings, LLC
 Liberty Utilities (Granite State Electric)
 LifeEnergy, LLC
 Linde Energy Services, Inc.
 Littleton (MA) Electric Light Dept'
 Littleton (NH) Water and Light Dept'
 Long Island Lighting Co. d/b/a LIPA
 Longfellow Wind, LLC
 Longreach Energy, LLC
 Longwood Medical Energy
 Collaborative, Inc.
 Lotus Danbury LMS100 One, LLC
 Lotus Danbury LMS100 Two, LLC
 MA Operating Holdings, LLC
 Macquarie Energy, LLC
 Madison Electric Works
 MAG Energy Solutions, Inc.
 Maine Power LLC
 Maine Public Advocate Office
 Maine Skiing, Inc.
 Major Energy Electric Services
 Manchester Methane, LLC
 Mansfield Municipal Electric Dep't
 Marble River, LLC
 Marblehead Municipal Light Dep't
 Mass Solar 1, LLC
 Mass. Office of the Attorney General
 Mass. Bay Transportation Authority
 Mass. Development Finance Agency
 Mass. Electric Company
 Mass. Gas and Electric, Inc.
 Mass. Municipal Wholesale Electric Co.
 Mass. Port Authority
 MATEP LLC
 McGill St-Laurent Inc.
 Mega Energy Holdings, LLC

Nalcor Energy Marketing
 Narragansett Electric Company
 National Gas & Electric, LLC
 NEPM II, LLC
 New Brunswick Energy Mktg. Corp.
 New England Confectionery Co. Inc.
 New England Energy Connection, LLC
 New England Power Company
 New England Wire Technologies Corp.
 New Hampshire Electric Coop., Inc.
 New Hampshire Industries, Inc.
 NH Office of Consumer Advocate
 New Hampshire Transmission, LLC
 New York State Electric & Gas, Inc.
 NextEra Energy Marketing, LLC
 NextEra Energy Maine, Inc.
 NextEra Energy Resources, LLC
 NextEra Energy Seabrook LLC
 Nitelec Energy Services, Inc.
 Noble Americas Gas & Power Corp.
 Noble Environmental Power, LLC
 Nordic Energy Services, LLC
 North America Power Partners LLC
 North American Power and Gas, LLC
 North Attleborough Electric Dep't
 Northern States Power Company
 Norwalk Power LLC
 Norwood Municipal Light Department
 NRG Canal LLC
 NRG Curtailment Solutions, Inc.
 NRG Power Marketing, LLC
 NSTAR Electric Company d/a/a
 Eversource Energy
 NTE Connecticut, LLC
 Number Nine Wind Farm LLC
 Oasis Power, LLC d/b/a Oasis Energy
 Ontario Power Gen. Energy Trading
 Ontario Power Generation Inc.
 Pacific Summit Energy, LLC
 Palmco Power CT, LLC
 Palmco Power MA, LLC
 Parkview Adventist Medical Center
 Pascoag Utility District
 Patriot Partnership LLC
 Pawtucket Power Holding Company
 Paxton Municipal Light Department
 Peabody Municipal Light Plant
 Peninsula Power, LLC
 Perigee Energy, LLC
 Pioneer Hydro Electric Co., Inc.
 Plainfield Renewable Energy, LLC
 Plant-E Corp.
 Plymouth Rock Energy, LLC
 PNE Energy Supply LLC
 Power Bidding Strategies, LLC
 Power Supply Services, LLC
 PowerOptions, Inc.
 Praxair, Inc.
 Princeton Municipal Light Department
 Provider Power Mass, LLC
 PSEG Energy Resources & Trade LLC
 PSEG New Haven LLC
 Public Power, LLC
 Public Service Co. of New Hampshire
 d/a/a Eversource Energy
 Putnam Hydropower, Inc.
 Rainbow Energy Marketing
 Corporation
 RBC Energy Services LP
 Reading Municipal Light Plant
 Record Hill Wind LLC
 ReEnergy Stratton Energy LLC
 Reliant Energy Northeast LLC
 REP Energy LLC

Saint Anselm College
 Saracen Energy East LLC
 Saracen Power LLC
 Seneca Energy II, LLC
 SFE Energy Connecticut LLC
 SFE Energy Massachusetts LLC
 Shell Energy North America (US) LP.
 Shipley Choice, LLC
 d/b/a Shipley Energy
 Shipyard Brewing Co., LLC
 Shipyard Energy LLC
 Shrewsbury Electric & Cable Operations
 SmartEnergy Holdings LLC
 Solea Energy, LLC
 Somerset Power LLC
 South Hadley Electric Light Department
 South Jersey Energy Company
 South Jersey Energy ISO1, LLC
 Spark Energy, LP
 Springfield Power LLC
 Spruce Mountain Wind, LLC
 SRECTrade, Inc.
 Starion Energy, Inc.
 Sterling Municipal Electric Light Dep't
 Stetson Holdings, LLC
 Stetson Wind II, LLC
 Stored Solar J&WE, LLC
 Stowe Electric Department
 Sunwave USA Holdings, Inc.
 Sustaining Power Solutions LLC
 SWEB Development USA, LLC
 Swift River Trading Company LLC
 Taken Energy Marketing, Inc.
 Tangent Energy Solutions, Inc.
 Taunton Municipal Lighting Plant
 TCPL Power Ltd.
 TEC Energy, Inc.
 Templeton Municipal Lighting Plant
 Tenaska Power Services Co.
 Texas Retail Energy, LLC
 The Energy Consortium
 The Energy Council of Rhode Island
 Titan Gas LLC
 Town of New Shoreham, Rhode Island
 Town Square Energy, LLC
 TrailStone Power, LLC
 TransAlta Energy Marketing (U.S.) Inc.
 TransCanada Energy Ltd.
 TransCanada Power Marketing Ltd.
 Twin Eagle Resource Management, LLC
 UJI. Distributed Resources, LLC
 Uncia Energy, LP - Series G
 Union Atlantic Electricity, Inc.
 Union Leader Corporation
 Union of Concerned Scientists, Inc.
 Uniper Global Commodities North
 America LLC
 United Illuminating Company
 Utiliti Energy Systems, Inc.
 UNITIL Power Corp.
 University of Massachusetts at Amherst
 University System of New Hampshire
 Utility Expense Reduction LLC
 Utility Services, Inc.
 VCharge Inc.
 Verde Energy USA, Inc.
 Vermont Electric Cooperative
 Vermont Electric Power Company, Inc.
 Vermont Energy Investment Corp.
 Vermont Public Power Supply Authority
 Vermont Transco LLC
 Vermont Wind
 Verso Energy Services, LLC
 Viridian Energy, LLC



Attachment C

GUARANTEE

This Guarantee dated August 1, 2016, is made by Spark Energy, Inc. ("Guarantor"), in favor of New Hampshire Public Utilities Commission (the "Commission").

WITNESSETH:

WHEREAS, Electricity, N. H., LLC, a Maine limited liability company ("ENH") has applied or will apply for renewal registration of its status as a competitive electric power supplier ("CEPS") in the State of New Hampshire;

WHEREAS, as a registered CEPS in the State of New Hampshire, ENH is required to comply with the applicable provisions of the Competitive Electric Power Supplier and Aggregator Rules (N.H. Code Admin. Rules PUC 2000 et seq.) that apply to any CEPS in the State of New Hampshire and other applicable New Hampshire laws and regulations (collectively, the "Rules and Regulations" or individually, "Rule or Regulation"); and

WHEREAS, pursuant to Section PUC 2003.03 of the Rules and Regulations, Guarantor has agreed to provide this Guarantee to the Commission;

NOW, THEREFORE, Guarantor agrees with the Commission as follows:

1. **Guarantee.** Guarantor unconditionally, absolutely and irrevocably guarantees to the Commission and its successors and assigns the full and prompt payment when due of all debts, obligations and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, secured or unsecured, primary or secondary, at any time owing by ENH to the Commission or remaining unpaid by ENH to the Commission incurred under, or arising out of, the Rules and Regulations or any order of the Commission issued thereunder or pursuant thereto (all such debts, obligations and liabilities are collectively referred to as the "Guaranteed Obligations"). Guaranteed Obligations shall not include any amounts: paid by ENH to the Commission; exceeding any amounts settled or compromised between ENH and the Commission; or exceeding any amounts charged to ENH and released or forgiven by the Commission. Guarantor shall pay interest on any amounts due under this Guarantee as set forth in Section 18. Guarantor shall pay any and all out-of-pocket costs, including reasonable legal fees and expenses, and other expenses incurred by the Commission in enforcing Guarantor's obligations under this Guarantee; provided that Guarantor shall not be liable for such expenses of the Commission if the Commission is not successful in such enforcement action. The aggregate amount of Guaranteed Obligations guaranteed under this Guarantee by Guarantor shall not exceed \$350,000 in US Currency. Any fees, costs or expenses incurred in enforcing this Guarantee or applicable interest amounts, payable under the Rules and Regulations or Section 18 herein, are not subject to, nor included in, any calculation of the aggregate amount. This is a guarantee of payment and not of collection. This Guarantee is in addition to, and does not limit, any other guarantee of Guarantor.
2. **Liability as principal debtor.** The Commission may recover from Guarantor as a principal debtor any Guaranteed Obligations that the Commission may not recover from Guarantor as guarantor under Section 1, and Guarantor agrees to pay all such Guaranteed Obligations to the Commission as principal debtor. The provisions of this Guarantee shall apply generally with the necessary changes as to the points of detail to the liability of Guarantor as principal debtor hereunder.
3. **Guarantee absolute.** The liability of Guarantor is unconditional, absolute and irrevocable and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged,

impaired, terminated, limited or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation:

- a) any action or inaction by the Commission as contemplated in Section 4;
 - b) any change in the structure, form of entity, ownership or existence of ENH, Guarantor or the Commission or any other change in the relationship between ENH, the Commission or Guarantor;
 - c) any change in the financial condition of ENH, Guarantor or the Commission;
 - d) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting ENH or its assets or any resulting release, stay or discharge of any Guaranteed Obligations;
 - e) any event or occurrence beyond the reasonable control of any party (other than any such event or occurrence that relieves ENH of liability for the performance of any Guaranteed Obligation under any Rule or Regulation);
 - f) any law, regulation or other circumstance that might otherwise constitute a defense available to, or a discharge of, ENH or Guarantor in respect of any of the Guaranteed Obligations, other than the payment in full of the Guaranteed Obligations;
 - g) if the Commission, ENH or Guarantor, respectively, is a partnership, any change in the membership of the Commission, ENH or Guarantor through the death or retirement of one or more partners or the introduction of one or more partners or otherwise, any change in the constitution of the Commission, ENH or Guarantor, or any incorporation of the Commission, ENH or Guarantor; or
 - h) any lack or limitation of power, incapacity or disability on the part of ENH or of its directors, partners or agents or any other irregularity, defect or informality on the part of ENH in the Guaranteed Obligations.
4. No release. The liability of Guarantor for the Guaranteed Obligations is not released, suspended, discharged, impaired, terminated, limited or in any way affected by anything the Commission does, suffers or permits in connection with any duties or liabilities of ENH to the Commission or any security for those duties or liabilities, including without limitation any loss of or in respect of any security received by the Commission from ENH or others. The Commission may, at any time and from time to time, without the consent of or notice to Guarantor, and without impairing, releasing, discharging, limiting or otherwise affecting in whole or in part the obligations of Guarantor for the Guaranteed Obligations hereunder:
- a) change the manner, place or terms of payment of, and/or exchange or extend the time of payment of, renew, amend, alter, release, discharge or terminate, any of the Rules and Regulations or the Guaranteed Obligations;
 - b) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any assets securing the Guaranteed Obligations;
 - c) exercise or refrain from exercising any rights against ENH or others or otherwise act or refrain from acting;

- d) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof;
 - e) apply any sums, regardless of how realized, to any liability owing by ENH to the Commission under or pursuant to the Rules and Regulations;
 - f) consent to or waive any breach of, or any act, omission or default under any Rule or Regulation or otherwise amend, modify, restate, amend and restate or supplement any Rule or Regulation;
 - g) act or fail to act in any manner referred to in this Guarantee which may deprive Guarantor of any right against ENH of the type described in Section 12 to recover any payments made pursuant to this Guarantee;
 - h) release ENH or any other party liable in any manner for payment of any or all of the Guaranteed Obligations;
 - i) take or abstain from taking security or collateral from ENH or from perfecting security or collateral of ENH; and
 - j) otherwise deal with ENH and security as the Commission sees fit.
5. **No exhaustion of remedies.** The Commission is not bound or obliged to commence or exhaust its recourse against ENH or any other persons or any security or collateral it may hold or take any other action before being entitled to demand payment from Guarantor.
6. **No set-off or counterclaim.** Subject to Section 13, payments under this Guarantee shall be made without set-off or counterclaim whatsoever and free of any deductions or withholdings.
7. **Continuing guarantee.** This Guarantee is a continuing guarantee and is binding as a continuing obligation of Guarantor. This Guarantee shall apply to any ultimate balance due or remaining due to the Commission for the Guaranteed Obligations, and Guarantor shall continue to be bound, despite the payment from time to time during the term of this Guarantee of the whole or any part of the remaining amount of the Guaranteed Obligations owed by ENH to the Commission. This Guarantee shall continue to be effective or shall be reinstated, as the case may be, if at any time payment of any of the Guaranteed Obligations is rendered unenforceable or is rescinded or must otherwise be returned by the Commission upon the occurrence of any action or event, including, without limitation, the bankruptcy, reorganization, winding-up, liquidation, dissolution or insolvency of ENH or Guarantor, all as though such payment had not been made.
8. **Representations and warranties.** Guarantor represents and warrants to the Commission that:
- a) Guarantor (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation and (ii) has the power and authority to own its property and assets, to transact the business in which it is engaged and to enter into and perform its obligations under this Guarantee;
 - b) the execution, delivery, observance and performance of this Guarantee by Guarantor do not and will not conflict with or result in a breach of the articles, certificate, by-laws, or other organizational or formation documents of Guarantor, or of the terms or provisions of any judgment, law, decree, order, statute, rule, regulation or agreement, indenture or instrument to which Guarantor is a party or by which Guarantor or its assets are bound or to which Guarantor or its assets are subject, or constitute a default under any of them;

- c) this Guarantee has been duly authorized, executed and delivered by Guarantor;
 - d) this Guarantee constitutes a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, except as enforceability may be limited by principles of equity, or by bankruptcy, insolvency, reorganization, moratorium or other similar laws;
 - e) ENH is a direct or indirect wholly-owned subsidiary of Guarantor; and
 - f) this Guarantee reasonably may be expected to benefit Guarantor, either directly or indirectly.
9. **Demand for payment.** Guarantor shall pay to the Commission, within five (5) business days (as determined in the location where payment is to be made) after demand by the Commission and in immediately available funds, all Guaranteed Obligations due under the Rules and Regulations. Guarantor shall make all such payments in accordance with the instructions set forth in such demand. There are no other requirements of notice, presentment or demand that are required to be made under this Guarantee.
10. **Stay of acceleration.** If acceleration of the time for payment of any amount payable by ENH in respect of the Guaranteed Obligations is stayed on the insolvency, bankruptcy, arrangement or reorganization of ENH or on any moratorium affecting the payment of the Guaranteed Obligations, Guarantor shall nonetheless pay immediately on demand all amounts that would otherwise be subject to acceleration.
11. **Termination.** This Guarantee is a continuing guarantee effective from and after the date hereof; however, Guarantor may terminate its liability under this Guarantee with respect to Guaranteed Obligations incurred by ENH or arising under the Rules and Regulations on or after the Effective Date (as defined below) by providing written notice of such termination to the Commission in accordance with Section 23. Guarantor's notice of termination will become effective on the thirtieth (30th) day (the "Effective Date") after receipt of the notice by the Commission. From and after the Effective Date, Guarantor will not be liable pursuant to this Guarantee for any debts, obligations or liabilities incurred by ENH or arising out of any Rule or Regulation on or after the Effective Date; **PROVIDED, HOWEVER,** Guarantor will continue to remain liable for any and all Guaranteed Obligations under any Rule or Regulation provided such Guaranteed Obligation was incurred by ENH or arose prior to the Effective Date. In addition, the termination of this Guarantee shall not affect Guarantor's liability for interest accruing as set forth in Section 18 on all Guaranteed Obligations for which Guarantor remains liable and shall not affect Guarantor's liability for legal fees, costs and other expenses incurred by the Commission in collecting such Guaranteed Obligations.
12. **Subordination and subrogation.** If and to the extent that Guarantor makes any payment to the Commission pursuant to this Guarantee, any claim which Guarantor may have against ENH by reason thereof shall be subject and subordinate to the prior payment in full of all of the Guaranteed Obligations.
13. **Liability for Taxes.** Any and all payments made by Guarantor to the Commission shall be made in full, without set-off or counterclaim, and free and clear of and without deduction for any and all present and future taxes, liens, imposts, stamp taxes, deductions, charges or withholdings, and all liabilities with respect thereto and any interest, additions to tax and penalties imposed with respect thereto. If Guarantor shall be required by law to deduct any taxes, deductions, charges or withholdings from or in respect of any sum payable hereunder to the Commission (i) the sum payable shall be increased as may be necessary so that after making all required deductions

(including deductions applicable to additional sums payable under this section) the Commission receives an amount equal to the sum it would have received had no such deductions been made and (ii) Guarantor shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

14. **Waivers.** Guarantor waives diligence, division, presentment, protest, notice of acceptance of this Guarantee and notice of any liability to which it may apply, notice of dishonor or nonpayment, and any other notice not expressly required by this Guarantee.
15. **No merger.** Neither an action or proceeding brought under this Guarantee regarding the Guaranteed Obligations nor any judgment or recovery in consequence of that action or proceeding operates as a bar or defense to any further action or proceeding that may be brought under this Guarantee. Any action, proceeding, judgment or recovery does not constitute a merger of any of the Commission's rights or remedies under this Guarantee. Any judgment obtained by the Commission in whole or in part of any of the Guaranteed Obligations under this Guarantee does not constitute a merger of this Guarantee into that judgment.
16. **Foreign currency obligations.** Guarantor shall make any payments under this Guarantee in the currency (the "Original Currency") in which ENH is required to pay its Guaranteed Obligations. If Guarantor makes payment in a currency other than Original Currency (whether voluntarily or under an order or judgment of a court or tribunal of any jurisdiction), the payment constitutes a discharge of Guarantor's liability only to the extent of the amount of Original Currency that the Commission is able to purchase with the amount of the currency it receives on the date of receipt utilizing the Commission's customary foreign exchange practices as in effect on such date. Guarantor agrees to indemnify and hold harmless the Commission from and against any loss arising out of any currency-related deficiency in payment. This indemnity constitutes a separate and independent obligation giving rise to a separate cause of action. A certificate of an authorized representative of the Commission certifying any deficiency or loss is, in the absence of manifest error, prima facie evidence of that deficiency or loss.
17. **Benefit of the Guarantee.** Subject to the terms of Section 24, this Guarantee shall be binding upon Guarantor and its successors and permitted assigns and shall inure to the benefit of and be enforceable by the Commission and its successors and assigns and shall apply to ENH and its successors and assigns.
18. **Interest.** If payment of interest is not provided for in any Rule or Regulation, then Guarantor shall pay to the Commission interest on the unpaid portion of the Guaranteed Obligations under such Rules and Regulations at an annual rate equal to the lesser of (i) two percent (2%) above the prime rate of interest from time to time published under "Money Rates" in The Wall Street Journal (or if at the time of determination thereof, such rate is not being published in The Wall Street Journal, such comparable rate from a federally insured bank in New York, New York as the Commission may reasonably determine), or (ii) the maximum rate of interest permitted by applicable law, the rate in either case to be calculated daily from and including the due date until payment is made in full.
19. **Entire agreement.** This Guarantee represents the entire rights and obligations of the parties pertaining to the subject matter hereof and supersedes all prior oral or written agreements, representations and understandings pertaining hereto.
20. **No waiver, remedies.** No failure or delay on the part of the Commission in exercising any right, power or privilege under this Guarantee and no course of dealing between Guarantor or the Commission shall operate as a waiver thereof, nor shall any single or partial exercise of any right,

power or privilege under this Guarantee preclude any other or further exercise thereof or any other right, power or privilege. The rights, powers or remedies in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which the Commission would otherwise have.

21. **Amendments.** No amendment or waiver of any provision of this Guarantee nor consent to any departure by Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed (i) in the case of an amendment, by Guarantor and the Commission, and (ii) in the case of a waiver or consent, by the Commission, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
22. **Severability.** If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will apply only to that provision and all other provisions of this Guarantee will continue in full force and effect as if such invalid or unenforceable provision were omitted. If this Guarantee is determined to be invalid or unenforceable for any reason, such invalidity or unenforceability will not apply to any of the representations and warranties provided in Section 8, which is deemed to be a separate and independent legal, valid, binding and enforceable agreement between Guarantor and the Commission and will continue in full force. The Commission is entitled to proceed with any remedy available to it as a result of Guarantor's breach of any of the representations and warranties provided in Section 8.
23. **Notices.** All notices and other communications hereunder shall be in writing and may be given in any manner described below (except that a demand notice may not be given by facsimile) to the address or facsimile number set forth below or at such other address or facsimile number for a party as shall be designated in a written notice by such party to the other party and will be deemed effective as indicated:
 - a) if delivered in person or by courier, on the date it is delivered;
 - b) if sent by mail, registered or certified, postage prepaid and return receipt requested, on the date it is delivered; or
 - c) if sent by facsimile transmission, on the date it is received by the recipient in legible form, unless the date of delivery or receipt, as applicable, is not a local business day or that communication is delivered or received, as applicable, after the close of business on a local business day, in which case that communication will be deemed given and effective on the first following day that is a local business day:

If to Guarantor, to:

Spark Energy, Inc.
12140 Wickchester Lane, Suite 100
Houston, Texas 77079
Attention: Credit Manager

If to the Commission, to:

New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, New Hampshire USA 03301-2429
Attention: Executive Director

24. **Assignment.** Guarantor may not assign its obligations under this Guarantee in part or in whole

without the prior written consent of the Commission, and any purported assignment or delegation without such consent shall be null, void and of no effect. The Commission may assign all or any of its rights under this Guarantee without the consent of ENH or Guarantor.

25. **Governing law.** This Guarantee is governed by and to be construed according to the laws of the State of New York without giving effect to any choice or conflict of law rules or provisions that would require the application of the laws of another jurisdiction. Guarantor irrevocably consents to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court, in each case located in the borough of Manhattan in New York City for the purposes of any action or proceeding arising out of or related to this Guarantee. Guarantor agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives, to the fullest extent permitted by law, any claim of inconvenient forum or other objection which it may now or hereafter have to the laying of venue in any such court. Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the Commission's right to bring any action or proceeding against Guarantor or its property in the courts of other jurisdictions.
26. **Headings and section references.** The headings contained in this Guarantee are for reference purposes only and shall not affect the meaning or interpretation of this Guarantee. Unless the context indicates otherwise, all references in this Guarantee to sections shall refer to the corresponding section of this Guarantee.
27. **Facsimile signature, counterparts.** A signature delivered by facsimile or by any other reliable electronic transmission shall be deemed to be an original signature for purposes of the Guarantee and shall be binding upon Guarantor as an original signature. Notwithstanding that Guarantor may deliver a signature by facsimile or by any other reliable electronic transmission, Guarantor covenants to deliver an originally executed counterpart of this Guarantee to the Commission within a reasonable period of time after executing the Guarantee. This Guarantee may be executed in counterparts, each of which shall be deemed an original but which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Guarantor has signed and delivered this Guarantee to be effective as of the date first-above written.

Spark Energy, Inc.

New Hampshire Public Utilities Commission

By: 

By: _____

Name: Gil Melman

Name: _____

Title: Vice President, General Counsel

Title: _____

Attachment D

State of New Hampshire
Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

E.N.H. Power

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

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

Expiration Date: April 9, 2017

Business ID#: 669045



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

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: E.N.H. POWER	Business ID: 669045
Business Type: Trade Name	Business Status: Active
Expiration Date: 4/9/2017	Last Renewal Date: Not Available
Business Creation Date: 04/09/2012	Name in State of Formation: ELECTRICITY N.H., LLC
Date of Formation in Jurisdiction: 04/09/2012	
Principal Office Address: 306 Rodman Road, Auburn, ME, 04211, USA	Mailing Address: PO Box 1150, Auburn, ME, 04211, USA
Business Email: eclavet@providerfinancial.com	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / buying and supplying electricity, together with other business permitted under New Hampshire law	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
Provider Power (/online/BusinessInquire/TradeNameInformation? businessID=495757)	673017	Active
Electricity Me (/online/BusinessInquire/TradeNameInformation? businessID=502036)	674529	Active

Trade Name Owned By

Name	Title	Address
E.N.H. Power (/online/BusinessInquire/TradeNameInformation? businessID=499192)	Business	Good Standing

[Filing History](#)[Address History](#)[View All Other Addresses](#)[Return to Search](#)[Back](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301

Email: corporate@sos.nh.gov (mailto:corporate%40sos.nh.gov)

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Attachment E

2016 CUSTOMER COMPLAINTS

NH	From		Complaint	Resolved
	PUC	AGO		
2/22/2016		X	Customer upset about auto renew and new contract	Offered customer lower rate, customer refused, returned customer to Default Energy Service
3/18/2016	X		Customer stated they found renewal in junk mail, months later	Offered Customer a lower rate, customer accepted.
3/24/2016	X		Customer claimed they never received renewal notification.	ENH provided proof to PUC that the email was received and read.
4/18/2016	X		Customer claimed they never received renewal notification. They requested to receive notifications via US Mail, but it was emailed. Wants to drop with no fee and receive a refund.	Customer did request to be switched from email to US Mail. However, the switch was requested 3 days before renewals were sent, therefore it was too late to stop email. Provided proof that email was delivered to customer. As a courtesy, fee was waived and refund was offered.
5/9/2016	X		Customer claimed he never received renewal and complained about cost recovery fee.	ENH explained to the PUC that it could offer customer a lower rate. ENH received a drop request from the utility and we waived the cost recovery fee.
7/20/2016	X		Customer claimed he never received renewal notification and is being charged \$100.00 cost recovery fee.	ENH explained to the PUC that it would not waive the cost recovery fee but could offer the customer a lower rate.
7/21/2016	X		Customer claimed she never received renewal notification and is being charged \$100.00 cost recovery fee.	ENH explained to the PUC that it would not waive the cost recovery fee but could offer the customer a lower rate. Customer accepted lower rate and ENH waived the cost recovery fee.
10/17/2016	X		Customer claimed he didn't realize contract was ending.	ENH waived cost recovery fee and offered a lower rate. Customer refused lower rate.
11/22/2016	X		Customer called ENH regarding renewal rate. Customer was offered a lower rate and customer accepted the lower rate but only one account was switched.	Customer Service Rep did not realize the customer had two accounts. Both accounts were switched to the lower rate.
11/23/2016	X		Customer was concerned about early termination fee.	Customer returned to default energy service at renewal - no fee applied.
11/29/2016	X		Customer did not want to renew.	Returned customer to default energy service
11/29/2016	X		Customer was trying to reach ENH to cancel.	Informed PUC that ENH could not locate customer name in system. Did not hear back from PUC.
11/29/2016	X		Customer wanted to cancel.	Customer enrolled with a D2D agent. ENH cancelled when received.
12/12/2016	X		Customer inquired about refund	Provided PUC with refund process and explained that ENH tells the custmer it may take up to 30 days before refund is received.

Attachment F

Terms of Service

Residential and Small Commercial Customers

ENH Power, LLC
Terms of Service
(Version No. 17)
Last Updated: 10/25/16

Purchase of Electric Generation Service.

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

- 1. Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed a fixed rate in cents per kilowatt hour ("kWh") set forth in your Confirmation Letter for your actual consumption of electricity. The Price Structures do not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges as well as any other applicable charges. Choosing ENH Power as your electricity supplier does not guarantee savings when compared to other Competitive Electricity Providers or the current Default Service Offer.
- 2. Duration and kind of contract.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Confirmation Letter. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with ENH Power. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted. This Supply Contract will renew automatically until terminated by you or ENH Power per the Termination Provisions set forth below. At least thirty (30) days prior to the end of the term of service of your Supply Contract, ENH Power will email you either (i) a new Confirmation Letter for the renewal period, which sets forth the electricity price and term that will apply to the renewal period, or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue on a monthly basis until such time as a Confirmation Letter issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee." You will have ten (10) days from receipt of a new Confirmation Letter to decline the auto renewal notice and terminate the Supply Contract effective at the end of the then-current term. If you do not notify ENH Power within ten (10) days of such intent to decline the auto renewal, then the auto renewal period shall be in effect through the term stated in the renewal Confirmation Letter. You have the right under New Hampshire law to change electricity suppliers subject to the terms of this Supply Contract.
- 3. Termination Provisions.** ENH Power may terminate this Supply Contract in the event of default as set forth in Section 4. ENH Power may terminate this Supply Contract for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract. You may terminate this Supply Contract by written notice to ENH Power delivered no later than ten (10) days from your receipt of a renewal Confirmation Letter from ENH Power, with such termination to be effective at the end of the current Supply Contract, or the Holdover Term described in Section 2. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a "Cost Recovery Fee" outlined in Section 8, which fee will not apply if you terminate during the Holdover Term.

4. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility (PSNH, Unitil, Liberty Utilities or NH Electric Co-Op), and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. ENH Power reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by ENH Power, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. I agree to allow the utility to share my payment information for the purpose of consolidated billing.

According to the NHPUC Code of Administrative Rules, in the event you default in your payment or other obligations under this Supply Contract, ENH POWER has the right to cancel this Supply Contract, at which time you will automatically be transferred to the Utility's Standard Offer rate plan. You will remain responsible for balances owed to ENH Power for generation service and ENH Power's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to ENH Power, you must notify ENH Power within fifteen (15) days. Outstanding balances owed to ENH Power may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility.

5. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with ENH Power we may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, ENH Power reserves the right to report your payment history to a credit reporting agency.
6. **Customer Deposits.** ENH Power does not require a customer deposit to enroll.
7. **Warranty Disclaimer; Damages; Force Majeure.**

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

You agree that ENH Power shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. ENH Power shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. ENH Power's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall ENH Power be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. ENH Power will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of ENH Power's control (Force Majeure events) may result in interruptions in service and ENH Power shall not be liable for any such interruptions. ENH Power does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that ENH Power shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond ENH Power's control.

8. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to you by ENH Power unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for ENH Power to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00 and any cost associated with the cost of selling the unused portion of your electricity to others as well as estimated lost revenue that ENH Power may incur from such a sale. In the event you default on your payment or other obligations under this Supply Contract, ENH Power has the right to cancel this Supply Contract upon thirty (30) days written notice. ENH Power reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation of service, late payment or interest charges owed to your Utility as per paragraph 3 of this agreement.

In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the New Hampshire PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the New Hampshire PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in ENH Power incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

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

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

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

1. By telephone at: 800-549-6160;
2. By mailing us a written notice to rescind at:
ENH Power
1465 Woodbury Ave., #370
Portsmouth, NH 03801; or
3. Electronically through ENH Power's website at enhpower.com.

11. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact ENH Power by phone, toll-free by calling 1-800-549-6160 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at ENH Power. In the event of a billing or service dispute, the parties agree to use their best efforts to resolve the dispute.
12. **Default Generation Service.** All retail electricity customers in New Hampshire are entitled to purchase their electricity supply from a competitive supplier or through the default service. Default service is provided automatically by the Utility to customers who do not sign a contract with a supplier for their electricity.
13. **Changes in Terms of Service.** In the event of any material changes in these Terms of Service, we will notify you in writing by your email address on record no less than thirty (30) days in advance of such material change.
14. **Assignment.** This contract may be assigned or transferred by ENH Power with thirty (30) days prior written notice to your e-mail address on record. At that time, you have the option to either continue service with the new competitive supplier, choose a different competitive supplier, or return to default service with no penalty. You may not assign this contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from ENH Power. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than ENH Power and Customer.
15. **Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.
16. **Consumer Protection Rights.** You may contact the New Hampshire Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. or by writing to the Commission at:

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

17. **Low-Income Assistance.** Eligible low-income residential customers may qualify for discounted electric rates from your Utility or electric assistance from the State. For more information contact your Utility or visit the New Hampshire Public Utilities Commission

website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. You may also call 211 or visit their website at 211nh.org for a list of available services in New Hampshire. ENH Power cannot guarantee a lower electricity rate against specialized utility rates, such as those for low income eligible customers.

18. **Confidentiality and Information Release Authorization.** By entering into this Supply Contract and providing your utility account number(s) and authorization number(s), you authorize ENH Power to obtain from your local utility (PSNH, Unitil, Liberty Utilities, or NH Electric Co-Op) any account information including usage information and payment history. Payment history includes enrollment in budget billing plans and payment plans. ENH Power will not release your confidential customer information to any third-party without your written authorization. Confidential customer information shall include, but not be limited to:

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

19. **Net Metering.** If your account is subject to Net Metering, it requires an additional contract to be signed with

ENH Power to cover specific payment arrangements for excess payment of power purchased over historical account usages at time of enrollment. In addition to these terms an ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of your account. Failure to sign this agreement may result in immediate return to Default Service of your account. Please call ENH Power at 800-549-6160 to set these arrangements up.

20. **Meter Usage Information.** ENH Power has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for my account as part of this supplier agreement.

21. **Mandatory Arbitration.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

22. **Class Action Waiver.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

23. **Insolvency:** You acknowledge and agree that this Agreement and the transaction(s) under this Agreement constitute a 'forward contract' within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.

Pure Green Electricity Supply Mix If you have selected to participate in ENH Power's "Pure Green" Program, subject to the provisions of this Supply Contract, ENH Power will purchase renewable energy to supply all of your power needs. ENH Power will also buy any Renewable Energy Credits (REC's) required to ensure 100% of the electricity purchased on your behalf is generated from renewable electricity sources.

Coal-Free Electricity Supply Mix If you have selected to participate in ENH Power's "Coal-Free" Program, subject to the provisions of this Supply Contract, ENH Power will purchase energy to satisfy your full requirements for electric generation service from generating facilities that do not use coal as a fuel source.