



April 21, 2017

VIA ELECTRONIC FILING AND OVERNIGHT DELIVERY

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

NHPUC 25APR'17AM9:40

**RE: DM 12-145 - NextEra Energy Services New Hampshire, LLC CEPS Registration
Renewal – Supplemental Information**

Dear Ms. Howland,

Please find enclosed the supplement information request for NextEra Energy Services New Hampshire, LLC CEPS Registration Renewal.

Please find enclosed the following:

- Proof of completion of EDI training and testing with New Hampshire Electric Cooperative, Inc. (NHEC)
 - Attached NES-NH NHEC Test Acceptance Form.
- Evidence of ability to obtain energy supply.
 - Attached are a List of NEPOOL Current Members and the contract between NextEra Energy Marketing, LLC and NextEra Energy Services New Hampshire, LLC. Please note NextEra Power Energy Marketing, LLC changed its name to NextEra Energy Marketing, LLC, as listed in the NEPOOL Members list. The paperwork showing the name change in New Hampshire has also been provided.

If you have any questions or require any additional information, please contact me at (713) 401-5936, or by email at aundrea.williams@nexteraenergyservices.com.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Aundrea Williams".

Aundrea Williams
Assistant Vice President, Regulatory Affairs

NextEra Energy Services, LLC

20455 State Highway 249, Suite 200, Houston, Texas 77070

Test Acceptance Form

The undersigned agree that Gexa Energy and New Hampshire Electric Cooperative (NHHC) have successfully completed electronic interchange testing for "DUAL" option on July 23, 2010.

Subject to finalization of bilateral agreements between Gexa Energy and NHHC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, Gexa Energy may submit customer enrollment transactions electronically to NHHC beginning on July 30, 2010.
NHHC will not be able to process any transactions until Gexa Energy has completed asset registration with ISO-NE and ISO-NE has set an implementation date for and established GEXA Energy's NHHC assigned load assets in NHHC's Metering Domains.

Competitive Supplier Company: Gexa Energy

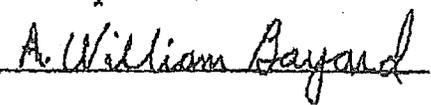
Competitive Supplier Business Contact Signature: 

Date of Test Acceptance: 8/9/10

Competitive Supplier Technical Contact Signature: 

Date of Test Acceptance: 8/10/10

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: 

Date of Test Acceptance: 7/29/2010

Distribution Company Technical Contact Signature: 

Date of Test Acceptance: 7/29/2010



NEW ENGLAND POWER POOL

Current Members

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

Pre-Printed Rosters: Sector Roster Alphabetical (by Voting Member) Alphabetical (2d RNA)

ISO-NE CAMS:

Abest Power & Gas, LLC
 Acadia Center
 Acushnet Company
 Asir 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
 Aspiry 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 Fertility 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
 CLEAResult Consulting Inc.
 Clearview Electric Inc.
 Commonwealth of Massachusetts
 (Div. of Capital Asset Management)
 Commonwealth Resource Management
 Corporation
 Competitive Energy Services, LLC
 Concord Municipal Light Plant
 Conn. Central Energy, LLC
 Conn. Gas & Electric, Inc.
 Conn. Jet Power LLC
 Conn. Light and Power Company d/b/a
 Eversource Energy
 Conn. Materials Innovations & Recycling
 Authority
 Conn. Municipal Electric Energy Coop.
 Conn. Office of Consumer Counsel
 Conn. Transmission Municipal Electric
 Energy Coop.
 Conservation Law Foundation
 Consolidated Edison Co. of NY, Inc.
 Consolidated Edison Development, Inc.
 Consolidated Edison Energy, Inc.

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 Energy Marketing NA, Inc.
 ENGIE Resources LLC
 Entergy Nuclear Power Marketing LLC
 Entrust Energy East, Inc.
 Envapower, Inc.
 Epico USA, Inc.
 ESI 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
 Fisher Road Solar I LLC
 Fitchburg Gas and Electric Light Co.
 Food City, Inc.
 Footprint Power Salem Harbor
 Development
 FPL Energy Mason, LLC
 FPL Energy Wyman, LLC
 FPL Energy Wyman IV, LLC
 Freepoint Commodities, LLC
 Galt Power Inc.
 Garland Manufacturing Company
 Garland Power Company
 Gas Recovery Systems, LLC
 GBE Power Inc.
 GenBright, LLC
 GenConn Energy LLC
 GenOn Energy Management, LLC
 Georgetown Municipal Light Dept'

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
 Ictec 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.
 Invenery 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
 Life Utilities (Granite State Electric)
 LifeEnergy, LLC
 Linde Energy Services, Inc.
 Littleton (MA) Electric Light Dep't
 Littleton (NH) Water and Light Dep't
 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 I, LLC
 Mass. Office of the Attorney General
 Mass. 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
 Mercuria Energy America, Inc.
 Merrill Lynch Commodities, Inc.
 Merrimack Municipal Light Department
 Messalonskee Stream Hydro, LLC
 Mid-Maine Waste Action Corporation
 Middleborough Gas and Electric Dep't
 Middleton Municipal Electric Dep't
 Middletown Power LLC
 Millennium Power Partners, LP
 Mint Energy, LLC
 Montville Power LLC
 Moore Company, The
 Moore Energy LLC
 Morgan Stanley Capital Group, Inc.

Nalcor Energy Marketing
 Narragansett Electric Company
 National Gas & Electric, LLC
 Natural Resources Defense Council
 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
 Niagara Wind Power, LLC
 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
 Repsol Energy North American Corp.
 Residents Energy, LLC
 Rhode Island Engine Genco, LLC
 Rhode Island State Energy Center, LP
 Rocky Gorge Corporation
 Roctop Investments Inc.
 Rowley Municipal Light Plant
 Royal Bank of Canada
 Russell Municipal Light Department

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) L.P.
 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
 Somers 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&W, LLC
 Stowe Electric Department
 Sunwave USA Holdings, Inc.
 Sustaining Power Solutions LLC
 SWEB Development USA, LLC
 Swift River Trading Company LLC
 Talen 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
 UIJ Distributed Resources, LLC
 Uncia Energy, LP - Series G
 Union Atlantic Electricity, Inc.
 Union of Concerned Scientists, Inc.
 Uniper Global Commodities North
 America LLC
 United Illuminating Company
 Utilitec Energy Systems, Inc.
 UNTITL 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
 Viridity Energy, Inc.
 Vitrol Inc.
 Wakefield Municipal Gas and Light Dep't
 Wallingford, CT, DPU, Electric Division
 Wallingford Energy II, LLC
 Waterbury Generation LLC
 Waterside Power, LLC
 Wellesley Municipal Light Plant
 West Boylston Municipal Lighting Plant
 Western Massachusetts Electric Co.
 d/a/a Eversource Energy
 Westfield Gas & Electric Light Dep't
 Wheelabrator Bridgeport, LP
 Wheelabrator North Andover, Inc.
 WM Renewable Energy, LLC
 Wolfeboro Municipal Electric Department
 Wolverine Holdings, L.P.
 XOOM Energy LLC
 Yes Energy, LLC
 Z-TECH, LLC

NESNH002

4/11/2017

ENERGY MANAGEMENT AND PURCHASE AGREEMENT

THIS ENERGY MANAGEMENT AND PURCHASE AGREEMENT (the "Agreement") is effective as of July 1, 2011, by and between NextEra Energy Power Marketing, LLC ("NEPM"), and NextEra Energy Services New Hampshire, LLC ("Counterparty"). NEPM and Counterparty are referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Counterparty is in the business of retail sale of energy ("Business");

WHEREAS, NEPM has extensive expertise related to Counterparty's Business;

WHEREAS, Counterparty desires NEPM to provide energy management services for the Business; and

WHEREAS, NEPM has agreed to provide Counterparty energy management services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. **Scope of Services.** Counterparty hereby engages NEPM as its service provider with respect to energy management related to the Business, including, but not limited to, performing the following services (to the extent each service is applicable): (a) fuel procurement, (b) energy marketing, and (c) risk management (the "Services"). NEPM will perform the Services for Counterparty, and the scope and nature of the Services will be mutually agreed upon by the Parties from time to time. Pursuant to this Agreement, NEPM will take title to, and purchase from, Counterparty all merchant energy or capacity produced from Counterparty's facility, but will not take title to, or purchase from, Counterparty any energy or capacity contracted to third parties under separate agreements.
2. **Fees and Costs.** Counterparty shall pay NEPM a monthly fee to be agreed on from time to time for the Services rendered by NEPM under this Agreement. Upon request, Counterparty will reimburse NEPM for any reasonable costs and expenses incurred by NEPM in rendering the Services, including any fees paid to Regional Transmission Organizations ("RTO") and Independent System Operators ("ISO"). For any fees and costs which are payable by Counterparty, NEPM shall provide an invoice to Counterparty on monthly basis, which shall be paid within five (5) business days of receipt.
3. **Term.** This Agreement will continue to be in effect until terminated. Either Party may, in its sole discretion, terminate this Agreement upon thirty (30) days prior written notice to the other Party. Upon termination of this Agreement, Parties shall cooperate to ensure that all matters handled by NEPM under the terms of this Agreement are adequately transitioned to Counterparty or its designee.
4. **Relationship of Parties.**
 - (a) Except as expressly provided hereunder, NEPM shall not be construed to be an agent, partner, joint venturer, or legal representative of Counterparty for any purpose whatsoever; provided, however, that NEPM may be appointed by Counterparty as its agent with respect to NEPM's dealings with (i) a RTO or an ISO, or other control area operator, or (ii) an applicable transporter for purposes of scheduling and/or transporting fuel.
 - (b) NEPM is in the business of buying and selling energy and fuel throughout the United States, including in the same geographic region as Counterparty, for its own account or for the account of others, and nothing in this Agreement will prohibit NEPM from doing so.

- (c) Counterparty acknowledges and agrees that NEPM is not assuming and will not be assuming the role of “Generator Operator” or “Generator Owner” as such terms are defined by the North America Electric Reliability Corporation (“NERC”).
 - (d) Counterparty acknowledges that (i) NEPM is not acting as a fiduciary or financial or investment advisor for such Counterparty; (ii) Counterparty has consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisors as it has deemed necessary; and (iii) Counterparty is entering into this Agreement and each financial derivative transaction relating to risk management services with a full understanding of all of the risks thereof (economic and otherwise) and is not relying on the advice of NEPM contained in any plan, proposal or presentation provided by NEPM.
5. **Transfer of Title.** With respect to all energy transactions, the title to energy in respect of each energy sale will transfer from Counterparty to NEPM at the “delivery point”: the applicable point of sale into the relevant RTO or ISO, such as the node at which the locational marginal price is determined. Counterparty warrants, on a continuing basis that all the energy delivered to NEPM will be free and clear of all liens, security interests, claims, encumbrances or adverse interests whatsoever, arising prior to or at the applicable delivery point.
6. **Power Transactions.**
- (a) In the event the Parties agree that all of the power requested by the Counterparty’s to be sold will be offered for sale only to the applicable RTO or ISO markets, then, Parties agree that NEPM will first purchase the full output of Counterparty’s facility and sell the output to the applicable ISO or RTO. The amount which NEPM will pay the Counterparty will be calculated based on the monthly weighted average price of the sale during the month, based on the relevant market price (such as, locational marginal price) at the applicable delivery point, adjusted for any fees, costs and expenses.
 - (b) In the event the Parties agree that the power requested by the Counterparty to be sold will be offered for sale directly to the applicable RTO or ISO market, and then a portion thereof will be scheduled to a third party counterparty through a bilateral transaction, then:
 - (1) Parties agree that NEPM will first purchase the total requested amount and then sell such output to the ISO or RTO at the applicable market price; concurrently, NEPM will sell an amount equal to the scheduled bilateral transaction to the Counterparty, and will then schedule the applicable quantity of power bilaterally to a third party via the applicable ISO or RTO at the price agreed upon with the third party.
 - (2) NEPM will pay Counterparty a rate equal to the monthly average weighted price NEPM receives for its sale. NEPM and Counterparty will mutually agree on the methodology by which to calculate the averaged weighted average price, where the calculation will take into account (i) the actual amount paid by the RTO, ISO or bilateral transaction counterparty, adjusted for any fees, costs and expenses; (ii) the relevant market price (such as, locational marginal price) at the applicable delivery point, adjusted for any fees, costs and expenses, notwithstanding any proceeds received from a third party bilateral transaction counterparty.
7. **Standard of Performance of Obligations.** NEPM shall perform the Services in a commercially reasonable manner. NEPM does not represent or warrant that it will be able to arrange or consummate any particular transaction or contract with any particular third party, and Counterparty acknowledges that NEPM does not guarantee and does not represent or warrant that any particular level of revenue or financial performance will be achieved through the performance of the Services or otherwise by virtue of entry into this Agreement.

8. **Audit Rights.** Both Parties shall have the right to examine the books and records of the other Party as they relate to matters covered by this Agreement to verify the accuracy of any invoice issued pursuant to this Agreement. All such audits shall occur during normal business hours and upon receipt of reasonable notice at the office of the Party whose books are being audited.
9. **Limitation of Liability and Remedy.**
- (a) To the fullest extent permitted by law, neither NEPM nor Counterparty shall be liable to the other Party for claims, suits, actions or causes of action for incidental, indirect, special, punitive, multiple, exemplary or consequential damages connected with or resulting from performance or non-performance of this Agreement, including without limitation, any such damages which are based upon causes of action for breach of contract, tort (including negligence, misrepresentation, gross negligence, willful misconduct, or bad faith), breach of warranty, strict liability, statute, operation of law, under any indemnity provision or any other theory of recovery.
- (b) To the extent anything delivered by NEPM pursuant to this Agreement or any implementation Agreement is construed to be "goods" subject to Article 2 of the Uniform Commercial Code of the State of New York, NEPM makes no representations or warranties, express or implied, as to the merchantability, fitness for a particular purpose or otherwise, with respect to any such goods furnished to Counterparty under this Agreement or in connection with any transaction entered into pursuant to this Agreement.
- (c) This Section 8 shall survive the termination of this Agreement.
10. **Taxes.** Counterparty is liable for and shall pay, or cause to be paid, or reimburse NEPM if NEPM has paid, all taxes applicable to providing the Services hereunder, including taxes applicable to the sale of the energy by NEPM as required in order to perform the Services hereunder; provided, Counterparty shall not be responsible for income (or similar) taxes incurred by NEPM and related to compensation under this Agreement. Counterparty shall indemnify, defend and hold harmless NEPM on an after-tax basis, from any claims for such taxes, including any taxes imposed or collected by a taxing authority with jurisdiction over NEPM. Either Party, upon written request of the other, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if such Party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with obtaining any exemption from or reduction of any tax. Each Party shall use reasonable efforts to administer this Agreement and implement the provisions in accordance with the intent to minimize taxes.
11. **Governing Law; Waiver of Jury Trial.** Parties each hereby irrevocably: (i) consents and submits to the exclusive jurisdiction of the federal and state courts located in the New York County, New York for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof; and (ii) waives (to the fullest extent permitted by applicable law) and agrees not to assert any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. Each Party hereby irrevocably waives any and all right to trial by jury in any suit, action or proceeding arising out of or relating to the Agreement and acknowledges that this waiver is a material inducement to the other Party's entering into this Agreement.
12. **Notices.** Any notice, request, demand, or statement provided for in this Agreement or any notice which a Party may desire to give to the other Party shall be in writing and shall be considered as duly delivered when mailed, or delivered to the other Party at the following address:
- (a) If to NEPM:

NextEra Energy Power Marketing, LLC
700 Universe Boulevard
Juno Beach, Florida 33408

(b) If to Counterparty:

NextEra Energy Services New Hampshire, LLC
700 Universe Boulevard
Juno Beach, Florida 33408

13. **Assignment.** This Agreement may be assigned by either Party without the prior written consent of the other Party to any corporation, partnership or other entity or association that (a) is controlled, directly or indirectly, by such assigning Party, (b) controls, directly or indirectly, such assigning Party, or (c) is, directly or indirectly, under common control with the assigning Party. For the purposes of this Section, "control" shall mean the ownership of a majority of the voting shares of such Party.
14. **Captions.** The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.
15. **Counterparts.** This Agreement may be signed in counterparts, which counterparts, when assembled together, shall constitute fully executed originals as if signed by both Parties. Execution of this Agreement by facsimile or electronic signature is deemed to be, and has the same effect as, execution by original signature.
16. **No Waiver.** Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement, shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision.
17. **Severability.** The invalidity of one or more phrases, sentences, clauses, or Sections contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.
18. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the Parties with respect the subject matter of this Agreement and no addition to or modification of this Agreement or waiver of any of the provisions of this Agreement shall be binding upon either party unless made in writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives so as to be effective on the date first written above.

NextEra Energy Power Marketing, LLC

NextEra Energy Services New Hampshire, LLC

By: 
Name: Lawrence Silverstein
Senior Vice President and
Managing Director
Title: Nextera Energy
Power Marketing, LLC
Date: September 29, 2011

By: 
Name: Mark Maisto
Title: Vice President
Date: September 29, 2011





State of New Hampshire
Department of State



1/18/2017 2:57:19 PM

CORPORATION SERVICE COMPANY
10 FERRY STREET, SUITE 313
CONCORD NH 03301

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

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

Sincerely,
Corporation Division

Business ID: 420466
Filing No: 3497957

State of New Hampshire

Filed
Date Filed : 01/18/2017 02:46:00 PM
Effective Date : 01/18/2017 02:46:00 PM
Filing # : 3497957 Pages : 1
Business ID : 420466
William M. Gardner
Secretary of State
State of New Hampshire

Filing fee: \$35.00
Use black print or type.

APPLICATION FOR AMENDED REGISTRATION FOR FOREIGN LIMITED LIABILITY COMPANY

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

FIRST: The name of the limited liability company is: _____
NextEra Energy Power Marketing, LLC

SECOND: The name the limited liability company is currently using in the state of New Hampshire is:
NextEra Energy Power Marketing, LLC

THIRD: The state or country of formation is: _____ Delaware

FOURTH: The date the limited liability company was authorized to transact business in the state of New Hampshire is: 10/18/2002

FIFTH: This application is filed for the following reason(s) (complete all applicable items):

- The limited liability company has changed its name to: _____
NextEra Energy Marketing, LLC
- The name the limited liability company will hereafter use in the state of New Hampshire is changed to: _____
- The limited liability company has changed the state or country of its formation to:

*Signature: Melissa A. Plotsky

Print or type name: Melissa A. Plotsky, Secretary

Title: NextEra Energy Resources, LLC, sole member

Date signed: January 9, 2017

* MUST BE SIGNED BY A MANAGER IF THE LIMITED LIABILITY COMPANY HAS A MANAGER. IF NO MANAGER, MUST BE SIGNED BY A MEMBER. (If the limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary; it must be signed by that fiduciary.)

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

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
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Form FLLC-2 (9/2015)

NESNH008