



September 30, 2020

**VIA EFILE (.PDF) – [Executive.Director@puc.nh.gov](mailto:Executive.Director@puc.nh.gov)**

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

**RE: ENGIE Resources LLC (hereinafter “ENGIE Resources”)**

**Docket No.: DM 15-468 – 2020 TRIENNIAL LICENSE RENEWAL**

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Pursuant to the New Hampshire Code of Administrative Rules, Chapter Puc 2003.02(b), a CEPS is required to update the New Hampshire Public Utilities Commission of any material change to the information filed in its original application and submit a renewal application every three (3) years prior to the expiration of its current license.

Attached please find an original and two (2) copies of ENGIE Resources’ triennial license renewal application, together with attachments thereto. An electronic .pdf filing has also been submitted to the Executive Director.

Please do not hesitate to contact me via email at [marsha.griffin@engie.com](mailto:marsha.griffin@engie.com) with any questions.

Regards,

A handwritten signature in blue ink that reads "Marsha F. Griffin".

**Marsha Griffin**  
Senior Paralegal  
1360 Post Oak Blvd., Suite 400  
Houston, TX 77056  
[www.engieresources.com](http://www.engieresources.com)



### Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Commission of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	ENGIE Resources LLC
	Trade Name (d/b/a) (if applicable)	N/A
Puc 2006.01(b)	Business Mailing Address	1360 Post Oak Blvd., Suite 400 Houston, TX 77056
	Telephone Number	888-232-6206
	E-Mail Address	custserv@na.engie.com
	Website Address	www.engieresources.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	DE
Puc 2006.01(d)	Provide 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) <sup>1</sup> if it is anything other than an individual. Use additional sheets as needed.	
	Name	See Exhibit 1 attached hereto.
	Title	
	Business Mailing Address	
	Telephone Number	- -
	E-Mail Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	Email Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	E-Mail Address	

<sup>1</sup> "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



<b>Affiliates and Subsidiaries</b>		
Puc 2006.01(e)	Provide the following information regarding any affiliates <sup>2</sup> and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	ENGIE RETAIL, LLC D/B/A THINK ENERGY
	Business Address	1360 Post Oak Blvd., Suite 400
		Houston, TX 77056
	Telephone Number	888-923-3633
	Provide a description of the business purpose of the entity. SEE EXHIBIT 2 ATTACHED HERETO.	
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission. ENGIE Resources and Think Energy are not affiliated with any New Hampshire utility.	
	Name of Entity	ENGIE POWER & GAS LLC (F/K/A PLYMOUTH ROCK ENERGY LLC)
Business Address	920 Railroad Avenue	
	Woodmere, NY 11598-1643	
Telephone Number	516-734-0408	
Provide a description of the business purpose of the entity. SEE EXHIBIT 2 ATTACHED HERETO.		
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission. ENGIE Resources and ENGIE Power & Gas are not affiliated with any New Hampshire utility.		

<sup>2</sup> "Affiliate" means any of the following:

- (a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- (b) Any person or entity that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;
- (c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- (d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.



Customer Service Department Contact		
Puc 2006.01(f)	Name	Nacole Wheatley
	Title	Customer Relations Director
	Toll-Free Telephone Number (if available)	- -
	Telephone Number	713-636-1363
	E-Mail Address	nacole.wheatley@engie.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Naveen Rabie
	Title	Senior Attorney
	Business Mailing Address	1360 Post Oak Blvd., Suite 400
		Houston, TX 77056
	Telephone Number	713-636-1607
E-Mail Address	naveen.rabie@engie.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Marsha Griffin
	Title	Senior Paralegal
	Business Mailing Address	1360 Post Oak Blvd., Suite 400
		Houston, TX 77056
	Telephone Number	713-636-1083
E-Mail Address	marsha.griffin@engie.com	

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Marsha Griffin
	Title	Senior Paralegal
	Business Mailing Address	1360 Post Oak Blvd., Suite 400
		Houston, TX 77056
	Telephone Number	713-636-1083
E-Mail Address	marsha.griffin@engie.com	



<b>Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification</b>	
Puc 2006.01(h)	Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:  (1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or  (2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.
Puc 2006.01(i)	Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or (2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.
Puc 2006.01(k)	Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.

<b>Franchise Areas, Customer Types to be Served, and Other States</b>	
Puc 2006.01(l)	List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.  LIBERTY, NHEC, PSNH & UNITIL
Puc 2006.01(m)	Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.  LICENSED TO SERVE SMALL COMMERCIAL, LARGE COMMERCIAL AND INDUSTRIAL CUSTOMERS
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.  SEE EXHIBIT 5 ATTACHED HERETO.



<b>Customer Complaints</b>	
Puc 2006.01(e)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
<b>Total</b>	0	0	0	0	0	0	0	0	0	0	0



<b>Statements Regarding Applicant and its Principals</b>		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	No
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.	

<b>Telemarketing</b>		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	

<b>In-Person Solicitation of Residential Customers</b>		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	




Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	YES
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.	

Residential and Small Commercial Customer Contracts		
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	YES, SMALL COMMERCIAL
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.	

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.	
	File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.	

Submit Application Fee (For Initial Applications Only)		
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.	
	Note that there is no fee for a renewal application.	

Expected Marketing Start Date		
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	_____ Date

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p> <p>  <u>Naveen Rabie (Oct 1, 2020 10:50 CDT)</u></p> <p>Signature of the applicant or its authorized representative</p> <p>Name: NAVEEN RABIE</p> <p>Title: SENIOR ATTORNEY</p>	<p>10/1/2020</p> <p>_____ Date</p>

Filing Instructions		
	<p>1) Mail an original and two paper copies of this form and all separate attachments to:            Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to:  <a href="mailto:Executive.Director@puc.nh.gov">Executive.Director@puc.nh.gov</a></p>	





**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION  
ENGIE Resources LLC – Docket No.: DM 15-468**

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**Exhibit 1**

Puc 2006.01(d) – Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant, if an individual, or the applicant’s principal(s) if it is anything other than an individual.

**Sayun Sukduang**

President & CEO  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-0000  
F: 713-636-1601  
Email: [sayun.sukduang@engie.com](mailto:sayun.sukduang@engie.com)

**Graham Leith**

Chief Operating Officer  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-1707  
F: 713-636-1601  
Email: [Graham.leith@engie.com](mailto:Graham.leith@engie.com)

**Bill Jordan**

Vice President, Natural Gas Supply  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-1622  
F: 713-636-1601  
Email: [bill.jordan@engie.com](mailto:bill.jordan@engie.com)

**Ray Cunningham**

Vice President, General Counsel & Secretary  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-1980  
F: 713-636-1601  
Email: [ray.cunningham@engie.com](mailto:ray.cunningham@engie.com)



**David Grigsby**

Vice President & Assistant Treasurer  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-1571  
F: 713-636-1601  
Email: [david.grigsby@engie.com](mailto:david.grigsby@engie.com)

**John "J.D." Burrows**

Vice President, Marketing  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-1390  
F: 713-636-1601  
Email: [jd.burrows@engie.com](mailto:jd.burrows@engie.com)

**Anne-Laure Chassanite**

Vice President, Supply  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 832-866-5707  
F: 713-636-1601  
Email: [anne-laure.chassanite@engie.com](mailto:anne-laure.chassanite@engie.com)

**Rachel W. Kilpatrick**

Vice President & Assistant Secretary  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-0000  
F: 713-636-1601  
Email: [Rachel.kilpatrick@engie.com](mailto:Rachel.kilpatrick@engie.com)

**Jay Bell**

Vice President, Sales  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-1716  
F: 713-636-1601  
Email: [jay.bell@engie.com](mailto:jay.bell@engie.com)

**Greg Leflar**

Vice President, Operations  
1360 Post Oak Blvd, Suite 400  
Houston, TX 77056  
T: 713-636-1006  
F: 713-636-1601



Email: [greg.leflar@engie.com](mailto:greg.leflar@engie.com)

**William "Bill" Collins**

Director

1360 Post Oak Blvd, Suite 400

Houston, TX 77056

T: 713-636-1823

F: 713-636-1601

Email: [bill.collins@engie.com](mailto:bill.collins@engie.com)



STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION  
ENGIE Resources LLC – Docket No.: DM 15-468

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Exhibit 2

Puc 2006.01(e) – Provide a description of the business purpose of the entity.

**ENGIE Retail, LLC d/b/a Think Energy**

*Think Energy is a wholly-owned subsidiary of ENGIE Resources. Think Energy is a supplier of retail electricity and natural gas with a focus on residential and small commercial customers.*

**ENGIE Power & Gas LLC (formerly known as Plymouth Rock Energy, LLC)**

*EP&G is a wholly-owned subsidiary of ENGIE Resources. EP&G is a supplier of retail electricity and natural gas with a focus on residential, small commercial and large commercial customers.*

**ENGIE Energy Marketing NA, Inc.**

*EEMNA is a wholesale affiliate of ENGIE Resources. EEMNA is a wholesale supplier of retail electricity and natural gas for ENGIE Resources, Think Energy and EP&G.*



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION  
ENGIE Resources LLC – Docket No.: DM 15-468**

**Exhibit 3**

Puc 2006.01(h) – Provide, as a separate attachment, evidence of the applicant’s authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting with this application form, either of the following:

- (1) A recent printout of the applicant’s listing on the N.H. Secretary of State website with the status in “Good Standing” or words of similar import; or

The screenshot shows the New Hampshire Department of State website. The header includes the state seal and the text 'NEW HAMPSHIRE DEPARTMENT OF STATE' and 'SECRETARY OF STATE WILLIAM M. GARDNER'. Below the header is a search bar with the text 'Search Business Names' and a 'Back to Home' link. The search results are displayed in a table with the following columns: Business Name, Business ID, Homestate Name, Previous Name, Business Type, Principal Office Address, Registered Agent Name, and Status. Two entries for 'Engie Resources LLC' are shown, both with a status of 'Good Standing'.

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
Engie Resources LLC	462173	Engie Resources LLC	SUEZ Energy Resources NA, Inc.	Foreign Limited Liability Company	1360 POST OAK BLVD STE 400, HOUSTON, TX, 77056, USA	Capitol Corporate Services, Inc.	Good Standing
Engie Resources LLC	462173	Engie Resources LLC	TRACTEBEL ENERGY SERVICES, INC.	Foreign Limited Liability Company	1360 POST OAK BLVD STE 400, HOUSTON, TX, 77056, USA	Capitol Corporate Services, Inc.	Good Standing

- (2) a copy of a certificate from the N.H. Secretary of State’s office stating that the applicant is authorized to do business in New Hampshire.



STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION  
ENGIE Resources LLC – Docket No.: DM 15-468

Exhibit 4

Puc 2006.01(j) – Provide, as a separate attachment, evidence of the applicant’s ISO New England market participation membership:

Participant Name	Effective Date of Membership if after 6/30/2000
New England Power Pool	Sheet No. 65
Second Restated NEPOOL Agreement	
List of NEPOOL Participants	
Eagle’s View Partners, Ltd.	12/1/2018
EDF Energy Services, LLC	3/1/2016
EDF Trading North America, LLC	10/1/2009
EDP Renewables North America LLC	8/1/2018
EIP Investment, LLC	10/1/2018
eKapital Investments LLC	2/1/2014
Electricity Maine, LLC	10/1/2010
Electricity N.H., LLC d/b/a E.N.H. Power	5/1/2012
Elektrisola, Inc.	1/1/2008
Eligo Energy, LLC	1/1/2014
Emera Energy Services Subsidiary No. 1 LLC	5/1/2007
Emera Energy Services Subsidiary No. 2 LLC	6/1/2007
Emera Energy Services Subsidiary No. 4 LLC	6/1/2007
Emera Energy Services Subsidiary No. 6 LLC	1/1/2014
Emera Energy Services Subsidiary No. 9 LLC	12/1/2016
Emera Energy Services Subsidiary No. 12 LLC	1/1/2017
Emera Energy Services Subsidiary No. 15 LLC	1/1/2017
Enel Trading North America, LLC	1/1/2020
Enel X North America, Inc.	5/1/2005
Energy Management, Inc.	2/1/2001
Energy New England LLC	
Energy Federation Inc.	2/1/2006
Energy GPS LLC	8/1/2016
Energy Harbor LLC	4/1/2020
Energy Plus Holdings LLC	5/1/2009
Energy Rewards, LLC	3/1/2012
Energy Storage Resources, LLC	10/1/2019
Enerwise Global Technologies, LLC d/b/a CPower	3/1/2014
Engelhart CTP (US) LLC	12/1/2013
ENGIE Energy Marketing NA, Inc.	7/1/2009
ENGIE Power & Gas LLC	1/1/2012
ENGIE Resources LLC	5/1/2016
EnvvaPower, Inc.	9/1/2008
Environmental Defense Fund, Incorporated	9/1/2017



**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION  
ENGIE Resources LLC – Docket No.: DM 15-468**

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**Exhibit 5**

Puc 2006.01(n) – List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.

<b>STATE OF LICENSE</b>	<b>LICENSE NO.</b>	<b>LICENSE ISSUE DATE</b>
<b>Connecticut</b>	Docket #04-06-11	09/29/2004
<b>Delaware</b>	Docket #04-325	11/23/2004
<b>District of Columbia</b>	Order #13472	01/05/2005
<b>Illinois</b>	ICC Cert. No. 17-0163	05/03/2017
<b>Maine</b>	Docket #2003-120	03/14/2003
<b>Maryland</b>	License #IR-605	03/21/2004
<b>Massachusetts</b>	License # CS-037	05/15/2002
<b>New Hampshire</b>	Docket #DM 15-468	12/11/2015
<b>New Jersey</b>	License #ESL-0061	08/06/2003
<b>New York</b>	ESCO Code: SUEZ	09/13/2004
<b>Ohio</b>	Certificate #04-118E(7)	07/25/2004
<b>Pennsylvania</b>	License No. A-110156	07/18/2002
<b>Rhode Island</b>	Docket #D-96-6(P2)	10/25/2004
<b>Texas</b>	License #10053	08/05/2003
<b>Virginia</b>	License #E-40	12/14/2018



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PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION  
ENGIE Resources LLC – Docket No.: DM 15-468**

**Exhibit 6**

Puc 2006.01(o) – Use a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general’s office, or other governmental consumer protection regulatory authority; for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.

***ENGIE Resources’ (serving small commercial, large commercial & industrial customers)***

State	Type of Complaint	Number of Complaints
PA	Contract Price	1

***ENGIE Retail, LLC d/b/a Think Energy – Affiliate (serving residential & small commercial customers)***

State	Type of Complaint	Number of Complaints
CT	Enrollment dispute	1
IL	D2D unauthorized enrollment	2
IL	D2D misrepresentation	1
IL	Cancellation	1
IL	Enrollment dispute	4
IL	Rollover rate	1
MA	Rollover dispute	2
MA	Renewable confusion	1
MA	Enrollment dispute	3
MA	Billing dispute	3
MD	Enrollment dispute	8
ME	Rescission/Cancellation	1
ME	Billing	2
ME	Enrollment misrepresentation	1
ME	Enrollment dispute	1
NH	Enrollment dispute	2
NJ	Billing dispute	1
NJ	Enrollment dispute	5
NY	Variable & billing dispute	1
NY	Billing inquiry	1





State	Type of Complaint	Number of Complaints
OH	D2D unauthorized enrollment	4
OH	Variable rates	2
OH	Enrollment dispute	18
OH	Drop notice confusion	1
RI	Billing dispute	3
PA	Standard Offer Program	12
PA	Enrollment dispute	24
PA	ETF dispute	4
PA	Shut-off notice confusion	2
PA	Rollover dispute	3
PA	Cancellation	1
TX	Rates/Charges	5
TX	Refusal of service	1
TX	Billing dispute	20
TX	Discontinuance	1
TX	Taxes	4
TX	Disconnection related	8
TX	Utility Charges	3
TX	Portal & payment dispute	1
TX	Solar panel company charge dispute	1
TX	Autopay dispute	2
TX	Deposit dispute	1
TX	Online payment confusion	1
TX	Payment dispute	1
TX	Past due payment dispute	1
TX	Renewal rate dispute	1
TX	Website issues	1
TX	Service related dispute	2
TX	Invoice	1
TX	Deposits/refunds	1



STATE OF NEW HAMPSHIRE  
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**Exhibit 7**

Puc 2006.01(w) – Provide a copy of each contract to be used for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.

***See attached:***

- (1) NH Electricity Energy Agreement Commercial Service – Fixed Price Short Form Disclosure Summary (Small Commercial Customers); and***
- (2) NH Electric Energy Agreement – Commercial Service – Fixed Price Matrix Disclosure Summary (Small Commercial Customers).***

Customer:  
PR #:



Contract #:

## NEW HAMPSHIRE ELECTRIC ENERGY AGREEMENT COMMERCIAL SERVICE - FIXED PRICE

### DISCLOSURE SUMMARY (Small Commercial Customers)

<b>Product Name</b>	Fixed Price		
<b>Length of the Agreement</b>	_____ Term		
<b>Fixed Per kWh Price</b>	(\$/kwh): \$0.		
<b>Variable Price Components</b>	Not Applicable for Fixed Price Product		
<b>Charges</b>	Your bill will be calculated using the Contract Price multiplied by your kilowatt hours usage in the billing cycle and applicable Taxes and Utility Related Charges.		
<b>Fixed Price Small Customers who use</b>	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
<b>Will pay</b>	average: _____ (\$/kwh)	average: _____ (\$/kwh)	average: _____ (\$/kwh)
<b>Environmental Characteristics</b>	No		
<b>Early Termination Fee</b>	Yes: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered according to ENGIE’s consumption forecast).		
<b>Late Payment Fee</b>	Yes. The lesser of 1 ½ % per month or the maximum rate permitted by law.		
<b>Renewal Terms</b>	Service at the Contract Price shall remain in effect through the first available Utility Transfer Date following the End Date. Customer’s options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to transfer service to the default service provider. If no option is exercised prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Customer may terminate post-term service at any time without liability.		

This Electric Energy Agreement (the “Agreement”) is effective the [Day] day of [Month] 20[Year] (the “**Effective Date**”) between ENGIE Resources LLC (“**ENGIE**”) and Customer Legal Entity Name (“**Customer**”).

#### **SECTION 1. TRANSACTION TERMS AND CONDITIONS**

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer’s consumption is variable and not subject to a maximum or minimum usage limit, however Customer may not close a facility or service location or discontinue electric service prior to the End Date.
- 1.2 **Term.** Service shall commence on the first available Utility Transfer Date on or following the Start Date as specified in Attachment A, Exhibit 1. Service shall remain through the first available Utility Transfer Date following the End Date. **Post-Term Service.** Customer’s options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to ENGIE to transfer service to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer’s service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness. Customer may request ENGIE offer a “blend and extend” agreement for Customer to benefit from lower rates in exchange for a Term extension.
- 1.3 **Billing and Payment.** For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For ETF, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer’s bank account. Overdue payments will be charged a 1½ % late fee. ENGIE may report payment history to credit agencies. If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables

("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).

- 1.4 Contract Price. Customer shall pay the Contract Price per kWh of electric energy consumed in a Billing Cycle. It may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses, capacity, and current network integrated transmission charges (provided that changes to rate or obligation effective after contract execution may be passed through to Customer). The Contract Price does not include Taxes, Utility Related Charges, or Reliability Must Run charges.
- 1.5 Conditions to Transact. Service may be conditioned upon a credit screen; a review of Customer's recent invoices; verification of a satisfactory credit score; the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate bill payment. Customer consents to the recording of a transaction validation telephone call.
- 1.6 Right to Rescind. If max demand is 20kW or less/month, Customer may rescind this Agreement: (i) within 5 Business Days from the date of Customer's electronic receipt of these terms of service; or (ii) within 6 Business Days from the postmarked date of these terms of services if delivered by first class postal mail, by providing notice to ENGIE.
- 1.7 Addition or Deletion of Facilities. Customer may request to add facilities at the Contract Price, or to delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's initial monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

## **SECTION 2. GENERAL TERMS AND CONDITIONS**

- 2.1 Notices. Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.
- 2.2 Taxes and Title. Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point.
- 2.3 Credit. If ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit equal to 3 times the average amount invoiced by Billing Cycle. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE.
- 2.4 Force Majeure. "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance; This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include a decision to shut down, sell, relocate or economic loss.
- 2.5 Early Termination / Cancellation. If Customer cancels this Agreement prior to the Start Date, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider during the Transaction Term, Customer will be charged an Early Termination Fee equal to the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by ENGIE in a commercially reasonable manner. ENGIE may terminate this Agreement if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or Customer fails to make any payment or deposit when due; or Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The Early Termination Fee shall be due within 15 Business Days of written notice to Customer.
- 2.6 Limitation of Liability. For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, liability is limited to direct actual damages; all other damages are waived. In no event shall either party be liable for or entitled to consequential, punitive, or indirect damages.
- 2.7 Indemnification. Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.
- 2.8 Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and

obligations. Customer further represents that no facility listed on Attachment A, Exhibit 1 is for a residence. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

- 2.9 **Assignment.** Neither Party will assign this Agreement without written consent of the other Party, however, the transfer by ENGIE of account receivables shall not require Customer consent. Consent shall not be unreasonably withheld.
- 2.10 **Change in Law.** If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer.
- 2.11 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to any conflicts of law principal. Each party consents to the personal jurisdiction in Harris County, Texas and waives any right to trial by jury.
- 2.12 **Misc.** No modification to this Agreement will be enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees.
- 2.13 **Dispute Resolution.** Contact ENGIE Customer Care with any complaints or disputes. For an unresolved dispute or complaint or questions about your rights and responsibilities, contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).
- 2.14 **Confidentiality.** ENGIE will not release confidential Customer information, except as permitted under the New Hampshire Public Utilities Commission disclosure rules, without Customer's written consent and a description of confidential customer information and any other information considered confidential by ENGIE.

**SECTION 3. DEFINITIONS**

**Billing Cycle** is, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility.  
**Business Day** means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's (to whom the notice or payment is being sent/received) principal place of business.  
**Firm Full Requirements Service** means that either Party shall only be relieved of its obligations hereunder without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.  
**Utility Related Charges** means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.

**SECTION 4. NOTICES**

<b>CUSTOMER DUNS NUMBER:</b> _____			<b>CUSTOMER FEDERAL TAX ID NUMBER (EIN):</b> _____		
<b>Service Type:</b> <input type="radio"/> New Service <input type="radio"/> Switching Service <input type="radio"/> Provider Renewal If switching service, current service provider is _____					
<b>Authorization and Acknowledgement:</b> Customer acknowledges changing its electricity supplier from the above to ENGIE and hereby authorizes ENGIE, for the term of this Agreement, to be its electricity supplier and limited agent to perform the tasks to for electricity service with ENGIE.					
	<b>BUSINESS NAME CONTACT NAME</b>	<b>BILLING CONTACT</b>		<b>ENGIE Resources CONTACT</b>	<b>PAYMENTS</b>
<b>NAME:</b>	[Customer Contact]	[Billing Contact Name]		<b>ENGIE Resources</b>	<b>Please wire payments to:</b> Mellon Bank <b>Account Title:</b> ENGIE Resources <b>Account Number:</b> 8-086-282 <b>ABA Number:</b> 031000037 <b>For payment by check:</b> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
<b>STREET ADDRESS:</b>	[Street Address]	[Street Address]		<b>1990 Post Oak Blvd</b>	
<b>CITY, STATE, ZIP:</b>	[City, State] [Zip Code]	[City, State] [Zip Code]		<b>Houston, TX 77056</b>	
<b>PHONE #:</b>	[Phone Number]	[Phone Number]		<b>1-888-232-6206</b>	
<b>EMAIL:</b>	[Email Address]	[Email Address]		<b>CustServ@engie.com</b>	

Customer agrees to the Agreement and verifies the facility(ies) is/are owned by or under Customer's control and Customer has authority to enter into this Agreement. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.**

<b>Customer:</b> Customer Legal Entity Name	<b>ENGIE Resources LLC</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b>
<b>Print Title:</b>	<b>Print Title:</b>
<b>Date:</b>	<b>Date:</b>



Internal Use Only - Agreement # \_\_\_\_\_ ]

**NEW HAMPSHIRE ELECTRIC ENERGY AGREEMENT  
COMMERCIAL SERVICE - FIXED PRICE**

**DISCLOSURE SUMMARY FOR SMALL COMMERCIAL CUSTOMERS**

<b>Product Name</b>	Fixed Price		
<b>Length of Agreement</b>	_____ Term		
<b>Fixed Per kWh Price</b>	(\$/kwh): \$0.		
<b>Variable Price Components</b>	Not Applicable for Fixed Price Product		
<b>Charges</b>	Your bill will be calculated using the Contract Price multiplied by your kilowatt hours usage in the billing cycle and applicable Taxes and Utility Related Charges.		
<b>Fixed Price Small Customers who use</b>	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
<b>Will pay</b>	average: _____ (\$/kwh)	average: _____ (\$/kwh)	average: _____ (\$/kwh)
<b>Environmental Characteristics</b>	No		
<b>Early Termination Fee</b>	Yes: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered according to ENGIE’s consumption forecast).		
<b>Late Payment Fee</b>	Yes. The lesser of 1 ½ % per month or the maximum rate permitted by law.		
<b>Renewal Terms</b>	Service at the Contract Price shall remain in effect through the first available Utility Transfer Date following the End Date. Customer’s options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to transfer service to the default service provider. If no option is exercised, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Customer may terminate post-term service at any time without liability.		

**CUSTOMER INFORMATION**

<b>Business Name (legal contracting entity):</b>			
<b>DBA / Assumed Name:</b>			
<b>Customer Contact Name &amp; Title:</b>			
<b>Telephone:</b>			
<b>E-mail:</b>			
<b>Identification: (one of the following)</b>			
<b>Federal Tax ID No. (EIN)</b> _____	<b>DUNS No.</b> _____	<b>State ID or DL No.</b> _____	
<b>Physical Business Address:</b> (cannot be a P.O. Box)			
<b>Billing/Mailing Address:</b>			

**CONTRACT INFORMATION**

<b>Product: Fixed</b>	<b>Contract price (\$/kwh): \$0.</b>		
<b>Start Date:</b> <i>Enrollment on Utility Transfer Date on or after:</i>	_____/01/_____ (MONTH/DAY/YEAR)	<b>End Date:</b> <i>Utility Transfer Date on or following:</i>	_____/Last Day/_____ (MONTH/DAY/YEAR)
The Utility Transfer Date is the date the utility permits ENGIE to commence or discontinue Customer’s service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.			
<b>Energy Assistance:</b> For Energy Assistance such as LIHEAP (Low Income Home Energy Assistance) call your local utility or New Hampshire Public Utilities Commission Consumer Affairs at 1-800-352-3793.			
<b>Local Utility Company Information:</b> Eversource (800) 662-7764; Unitil (800) 852-3339 (Capital Area) or (800) 582-7276 (Seacoast Area); NHEC (800) 698-2007; Liberty (855) 349-9455. Local Utility Company is responsible for billing Distribution Charges. In the event of an emergency, such as power failure or downed power line, call your Local Utility Company. You have the right to receive basic default			



service from your Local Utility Company instead of an electricity supplier.

**Dispute Resolution:** Contact ENGIE at 1-888-232-6206 with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800) 852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).

**ACKNOWLEDGMENT AND CONSENT**

Service Type:

New Service       Switching Service       Provider Renewal

If switching service, current service provider is \_\_\_\_\_

**Authorization and Acknowledgement:** Customer acknowledges changing its electricity supplier from the above to ENGIE and authorizes ENGIE, for the term of this Agreement, to be its electricity supplier and limited agent to perform tasks for electricity service.

**RIGHT TO RESCIND:** If your maximum demand is 20kW or less per month, you may cancel this Agreement (i) within 5 Business Days from the date of Customer’s electronic receipt of these terms of service; or (ii) within 6 Business Days from the postmarked date of these terms of services if delivered by first class postal mail, by contacting Customer Care by telephone or email. ENGIE’s Customer Care: 1-888-232-6206, [custserv@na.engie.com](mailto:custserv@na.engie.com), or by mail at ENGIE Resources, 1990 Post Oak Blvd., Ste. 1900, Houston, TX 77056.

I agree to the Product and Contract Price and Terms of Service at the accounts listed below. I have reviewed the Facility/Service Address(es) and Account Number(s) below for accuracy and verify each is owned by me or under my control and I have the authority to enter into this Agreement. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES**

<b>Customer Signature:</b>		<b>ENGIE Signature:</b>	
<b>Print Name:</b>		<b>Print Name:</b>	
<b>Print Title:</b>		<b>Print Title:</b>	
<b>Date:</b>		<b>Date:</b>	

**ENGIE RESOURCES LLC**  
1360 Post Oak Blvd Suite 400, Houston, TX 77056  
**Customer Care Contact Phone 1-888-232-6206**  
**Customer Care Contact Email – [custserv@na.engie.com](mailto:custserv@na.engie.com)**

Check here if accounts are tax exempt and send certificates to [custserv@na.engie.com](mailto:custserv@na.engie.com). No exemption is applied until receipt of tax certificates.

**FACILITIES/ACCOUNTS**

NO.	FACILITY NAME/ SERVICE ADDRESS	CITY, STATE, ZIP	UTILITY	DELIVERY POINT	ACCOUNT NUMBER
1					
2					
3					
4					
5					

**SECTION 1. TERMS OF SERVICE**

- 1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer’s consumption is not subject to a maximum or minimum usage limit, however Customer may not discontinue electric service prior to the End Date unless due to a sale or closure as set forth in Section 2.5. The electric energy service provided by ENGIE is subject to the acceptance by and eligibility requirements of Customer’s local transmission and distribution utility and acceptance and approval by ENGIE based on factors including market fluctuations and Customer’s facility(ies) historical usage.
- 1.2 Term. Service shall commence on the first available Utility Transfer Date on or following the Start Date. Service shall remain through the first available Utility Transfer Date following the End Date. Post-Term Service. Customer’s options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to ENGIE to transfer service to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer’s service. ENGIE is not responsible or liable for

any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness. Customer may request ENGIE offer a “blend and extend” agreement for Customer to benefit from lower rates in exchange for a Term extension.

- 1.3 **Billing and Payment.** For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For ETF, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer’s bank account. Overdue payments will be charged a 1½ % late fee. ENGIE may report payment history to credit agencies. If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables (“POR”) program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).
- 1.4 **Contract Price.** Customer shall pay the Contract Price per kWh of electric energy consumed in a Billing Cycle. It may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses, capacity, and transmission (if applicable). It does not include Taxes, Utility Related Charges, or Reliability Must Run charges.
- 1.5 **Conditions to Transact.** Service may be conditioned upon a credit screen by ENGIE, a review of Customer’s recent invoices, verification of a satisfactory credit score, or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.
- 1.6 **Addition or Deletion of Facilities.** Customer may request to add facilities at the Contract Price, or to delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer’s monthly anticipated consumption by zone (the “Add/Delete Band”). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE’s discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE’s discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

## **SECTION 2. GENERAL TERMS AND CONDITIONS**

- 2.1 **Notices.** Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.
- 2.2 **Taxes and Title.** Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point.
- 2.3 **Credit.** If ENGIE has reasonable grounds to believe Customer’s creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit equal to 3 times the average amount invoiced by Billing Cycle. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE.
- 2.4 **Force Majeure.** “Force Majeure” is an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance. This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include a decision to shut down, sell, relocate or economic loss.
- 2.5 **Early Termination / Cancellation.** If Customer cancels this Agreement prior to the Start Date, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider during the Transaction Term, Customer will be charged an Early Termination Fee equal to the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by ENGIE in a commercially reasonable manner. ENGIE may terminate this Agreement if Customer’s utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or Customer fails to make any payment or deposit when due; or Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The Early Termination Fee shall be due within 15 Business Days of written notice to Customer. No Early Termination Fee will be due if Customer discontinues service at a facility prior to the End Date due to the sale or closure



of the facility address, provided that Customer provides thirty (30) days' advance written notice to ENGIE, a forwarding address, and other evidence required by ENGIE verifying that Customer no longer occupies the facility. Customer will remain responsible for the billing and payment obligations until ENGIE service is terminated, switched to another provider, transferred to the default service provider, or otherwise discontinued.

- 2.6 Limitation of Liability. For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, liability is limited to direct actual damages; all other damages are waived. In no event shall either party be liable for or entitled to consequential, punitive, or indirect damages.
- 2.7 Indemnification. Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.
- 2.8 Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed the facility table is a residence. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 2.9 Assignment. Neither Party will assign this Agreement without written consent of the other Party, however, the transfer by ENGIE of account receivables shall not require Customer consent. Consent shall not be unreasonably withheld.
- 2.10 Change in Law. If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer.
- 2.11 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to any conflicts of law principal. Each party consents to the personal jurisdiction in Harris County, Texas and waives any right to trial by jury.
- 2.12 Misc. No modification is enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees. Customer consents to the utility sharing billing and payment information with ENGIE, including participation in budget billing or extended payment arrangements; and Customer authorizes ENGIE to obtain all data necessary for enrollment and to provide services including account information and meter usage data (including interval usage data) and credit history. ENGIE will not release Customer confidential information without a written authorization statement that includes Customer name, account number(s), and the utility assigned authorization. Confidential information includes Customer name, address, e-mail address and telephone number, and individual payment information. Customer acknowledges ENGIE has authority to make rates and tariff selections necessary to meet obligations of this Agreement.
- 2.13 Dispute Resolution. Contact ENGIE Customer Care with any complaints or disputes. For an unresolved dispute or complaint or questions about your rights and responsibilities, contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).
- 2.14 Confidentiality. ENGIE will not release confidential Customer information, except as permitted under the New Hampshire Public Utilities Commission disclosure rules, without Customer's written consent and a description of confidential customer information and any other information considered confidential by ENGIE.
- 2.15 Preferred Form of Communication: Customer consents to future notices and disclosures in electronic form, rather than paper, and selects electronic communications as the preferred method. Customer may supplement electronic communications with US Mail at any time by contacting ENGIE at 1-888-232-6206 or at [CustServ@na.engie.com](mailto:CustServ@na.engie.com).

### **SECTION 3. DEFINITIONS**

Billing Cycle is the period between meter read dates rendered either by ENGIE or the applicable utility.

Business Day means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's 9 to whom the notice or payment is being sent/received by) principal place of business.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations hereunder without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Utility Related Charges means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.



STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION  
ENGIE Resources LLC – Docket No.: DM 15-468

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**Exhibit 8**

Puc 2003.01(b)(3) – Refer to Puc 2003.03 for the financial security requirements. Provide an original executed financial security instrument that meets the requirements of Puc 2003.03. File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.

***ENGIE Resources currently has on file with the NH PUC Bond #K13494836 dated 08/08/2017. See copy attached.***

This bond replaces and supersedes Liberty Mutual Insurance Company Bond No. 022052280 effective 8/18/2017

**LICENSE OR PERMIT BOND**

**BOND NO.** K13494836

**KNOW ALL MEN BY THESE PRESENTS, That we, ENGIE RESOURCES LLC as Principal, and WESTCHESTER FIRE INSURANCE COMPANY, a PA Corporation, and authorized to do business in New Hampshire, as Surety are held and firmly bound unto Public Utilities Commission, State of New Hampshire as Oblige, in the sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$ 350,000.00 ), for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.**

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has made application to be granted a license or permit to do business to operate as an electric supplier pursuant to New Hampshire Public Utility Commission rules and regulations as defined in PUC 2003.03.**

**NOW, THEREFORE, if the said Principal shall faithfully comply with all ordinances, rules and regulations which have been or may hereafter be in force concerning said License or Permit, and shall save and keep harmless the Oblige from all loss or damage with it may sustain or for which it may become liable on account of the issuance of said License or Permit to the Principal, then this obligation to be void; otherwise to remain in full force and effect.**

**The effective date of this bond shall be August 18, 2017 and shall be continuous until cancelled as herein stated.** This bond may not be cancelled prior to April 18, 2021, unless Surety receives prior written consent from the Oblige. After the April 18, 2021 date has lapsed, this bond may be cancelled by the Surety by sending notice in writing to the Oblige stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Signed, sealed and dated this 18th day of August, 2017.

**Principal**

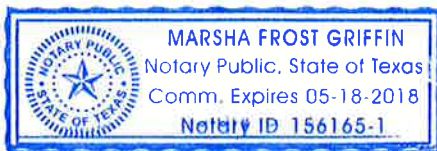
ENGIE RESOURCES LLC

**Surety**

WESTCHESTER FIRE INSURANCE COMPANY

By:   
**DOUGLAS STRAIN**  
**VP & CONTROLLER**

By:   
Sara Owens, Attorney-in-Fact



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Douglas R Wheeler, Elizabeth Marrero, Jaquanda Martin, Joanne Wagner, Kimberly G Sherrod, Maureen McNeill, Patricia A. Rambo, Sara Owens, Wayne McVaugh, all of the City of PHILADELPHIA, Pennsylvania, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12 day of April 2017.

WESTCHESTER FIRE INSURANCE COMPANY

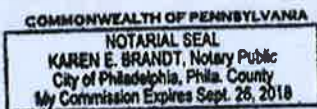


Stephen M. Haney  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 12 day of April, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 18<sup>th</sup> day of August, 2017



Dawn M. Chloros  
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 12, 2019.



WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2016

ADMITTED ASSETS

BONDS	\$1,492,813,519
SHORT - TERM INVESTMENTS	34,890,369
STOCKS	450,903
REAL ESTATE	0
CASH ON HAND AND IN BANK	19,880,440
PREMIUM IN COURSE OF COLLECTION*	89,254,246
INTEREST ACCRUED	14,505,011
OTHER ASSETS	132,649,882
<b>TOTAL ASSETS</b>	<b>\$1,764,444,470</b>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$200,260,562
RESERVE FOR LOSSES	851,003,190
RESERVE FOR TAXES	16,081,016
FUNDS HELD UNDER REINSURANCE TREATIES	5,666,051
OTHER LIABILITIES	(11,412,992)
<b>TOTAL LIABILITIES</b>	<b>1,061,597,827</b>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	304,543,059
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	113,661,643
SURPLUS (UNASSIGNED)	279,641,841
SURPLUS TO POLICYHOLDERS	702,846,643
<b>TOTAL</b>	<b>\$1,764,444,470</b>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2016.

Sworn before me, this March 22, 2017

John Taylor  
Senior Vice President

Diane Wright  
Notary Public

August 8, 2019  
My commission expires

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Diane Wright, Notary Public  
City of Philadelphia, Philadelphia, PA






# ENGIE Resources NH PUC - 2020 Triennial License Renewal 09.28.20

Final Audit Report

2020-10-01

Created:	2020-10-01
By:	Marsha Griffin (Marsha.Griffin@engie.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjOSqdtHEzJwO8vZUWbv7btu1MXpQhfX

## "ENGIE Resources NH PUC - 2020 Triennial License Renewal 09.28.20" History

-  Document created by Marsha Griffin (Marsha.Griffin@engie.com)  
2020-10-01 - 3:12:46 PM GMT- IP address: 104.215.72.99
-  Document emailed to Naveen Rabie (naveen.rabie@engie.com) for signature  
2020-10-01 - 3:13:20 PM GMT
-  Email viewed by Naveen Rabie (naveen.rabie@engie.com)  
2020-10-01 - 3:50:24 PM GMT- IP address: 73.206.242.168
-  Document e-signed by Naveen Rabie (naveen.rabie@engie.com)  
Signature Date: 2020-10-01 - 3:50:38 PM GMT - Time Source: server- IP address: 73.206.242.168
-  Agreement completed.  
2020-10-01 - 3:50:38 PM GMT