

October 23, 2023

New Hampshire Department of Energy  
21 South Fruit St. Suite 10  
Concord, New Hampshire 03301

Re: 2023 CEPS Renewal Application for Champion Energy Services, LLC

Dear Executive Secretary,

Please find attached one original and two copies of the Competitive Electric Power Supplier Application Form for Champion Energy Services, LLC (“Champion”). In addition, the application and attachments will be sent via email as instructed in the application.

The updated bond was sent separately via FedEx and was delivered to the DOE on Thursday, October 19, 2023.

Sincerely,



Bryan White  
Regulatory Compliance Analyst

Enclosures

**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 Department 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	Champion Energy Services, LLC
	Trade Name (d/b/a) (if applicable)	N/A
Puc 2006.01(b)	Business Mailing Address	1500 Rankin Rd, Suite 200 Houston, TX 77073
	Telephone Number	1-844-856-9382
	E-Mail Address	support@championenergyservices.com
	Website Address	http://www.champion.energy
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	CA
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	Please see Attachment 1
	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	

1. "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.						
	<b>Please see Attachment 2</b>						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Name of Entity</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Business Address</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Telephone Number</td> <td style="padding: 2px;"></td> </tr> </table>	Name of Entity		Business Address		Telephone Number	
	Name of Entity						
	Business Address						
	Telephone Number						
	Provide a description of the business purpose of the entity.						
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NHDOE or the NHPUC.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Name of Entity</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Business Address</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Telephone Number</td> <td style="padding: 2px;"></td> </tr> </table>	Name of Entity		Business Address		Telephone Number	
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Provide a description of the business purpose of the entity.							
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NH DOE or the NHPUC.							

2. "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 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
  - c) 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	Alon Erlichman
	Title	Vice President
	Toll-Free Telephone Number (if available)	1-877-653-5090
	Telephone Number	
	E-Mail Address	support@championenergyservices.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Alon Erlichman
	Title	Vice President
	Business Mailing Address	1500 Rankin Rd, Suite 200
		Houston, TX 77073
	Telephone Number	1-877-653-5090
E-Mail Address	complaints@champion.energy	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Joshua Christopher
	Title	Counsel II
	Business Mailing Address	1500 Rankin Rd, Suite 200
		Houston, TX 77073
	Telephone Number	1-832-466-4088
E-Mail Address	joshua.christopher@calpine.com	

Department of Energy Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Gus Dahu
	Title	Manager
	Business Mailing Address	717 Texas Avenue, Suite 1000
		Houston, TX 77002
	Telephone Number	1-713-315-9322
E-Mail Address	gus.dahu@calpine.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.  Please see Attachment 3
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 N. H. 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. N/A
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership. Please see Attachment 4
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. Please see Attachment 5

<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.  <b>Eversource and Unitil</b>
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.  <b>Residential, Small and Large commercial, and Industrial</b>
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.  <b>CT, DC, DE, IL, MA, MD, ME, NJ, NY, OH, PA, RI, and TX</b>

<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
	OH	PA									
Overcharge	1	1									2
Slamming		1									1
											0
											0
											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
	1	2									

<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."	No
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. Please see Attachment 6 as Champion uses both dual and consolidated billing.	

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
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. Original financial security was sent via FedEx and signed for by DOE on 10/19/2023.	
	File the original, executed financial security instrument with the Department of Energy. 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 NH Department of Energy by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Department of Energy.	
	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.	CURRENTLY SERVING 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>Signature of the applicant or its authorized representative</p> <p>Name: <b>DRAKE WELCK</b></p> <p>Title: <b>SENIOR VICE PRESIDENT</b></p>	<p>10/23/2023 Date</p>

Filing Instructions		
	<p>1) Mail an original and two paper copies of this form and all separate attachments to:            New Department of Energy, 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:registrations@energy.nh.gov">registrations@energy.nh.gov</a></p>	



## OFFICER LIST - ATTACHMENT 1

Name	Title	Phone and Email Address
Fallmer, Sean G.	Senior Vice President, Pricing & Structuring	(619) 684-8014 sean.fallmer@calpine.com
Huber, Jeffrey A.	Vice President	(619) 684-8260 jeff.huber@calpine.com
Rauf, Zamir	Chief Financial Officer	(713) 830-8698 zamir.rauf@calpine.com
Welch, Drake A.	Senior Vice President	(619) 684-8039 drake.welch@calpine.com
Kimzey, Bryan	Vice President	(713) 830-8777 bryan.kimzey@calpine.com
Stephenson, Caleb	Vice President	(713) 570-3547 caleb.stephenson@calpine.com
Malik, Kaiser	Asst. Secretary	(713) 570-4854 kaiser.malik@calpine.com
Novotny, Andrew	Vice President	(713) 570-4605 andrew.novotny@calpine.com
Miller, W. Thaddeus	Corporate Secretary	(713) 570-4710 thad.miller@calpine.com
Piper, Katherine	Assistant Corporate Secretary	(713) 570-3517 katherine.piper@calpine.com
Sullivan, Michael S.	President and CEO	(281) 653-1854 michael.sullivan@calpine.com

# ATTACHMENT 2

## Affiliates and Subsidiaries

All Affiliates are Electricity Providers in New Hampshire.

1. Calpine Energy Solutions, LLC  
401 West A Street, Suite 500  
San Diego, CA 92101  
1-877-273-6772
2. North American Power and Gas, LLC  
1500 Ranking Rd. Suite 200  
Houston, TX 77073  
1-877-572-0442
3. Calpine Community Energy, LLC  
401 West A Street, Suite 500  
San Diego, CA 92101  
1-877-273-6772

## Business Information

### Business Details

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Business Name:	CHAMPION ENERGY SERVICES, LLC	Business ID:	712949
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	08/08/2014	Name in State of Formation:	CHAMPION ENERGY SERVICES, LLC
Date of Formation in Jurisdiction:	08/08/2014		
Principal Office Address:	1500 Rankin Road S200, Houston, TX, 77073, USA	Mailing Address:	1500 Rankin Road S200, Houston, TX, 77073, USA
Citizenship / State of Formation:	Foreign/Texas		
		Last Annual Report Year:	2023
		Next Report Year:	2024
Duration:	Perpetual		
Business Email:	lindade@calpine.com	Phone #:	281-653-5090
Notification Email:	lindade@calpine.com	Fiscal Year End Date:	NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / Retail electricity provider.	

Page 1 of 1, records 1 to 1 of 1

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### Principals Information

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Name/Title	Business Address
CHAMPION ENERGY MARKETING LLC / Member	1500 RANKIN ROAD SUITE 200, Houston, TX, 77073, USA

Page 1 of 1, records 1 to 1 of 1

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### Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

### Trade Name Information

No Trade Name(s) associated to this business.

### Trade Name Owned By

No Records to View.

### Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)   [Shares](#)

[Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

[\*\*Contact Us\*\*](#)

[\*\*\(/online/Home/ContactUS\)\*\*](#)

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# Current Members

## NEPOOL Participants

**Effective: October 1, 2023**

Downloads (Alpha by Voting Member):

- **Participant Roster (Alpha by Voting Member)**
- **Sector Roster**

ALL SECTORS

VOTING MEMBER

champion



**Champion Energy Marketing, LLC**  
**Generation**  
**N**  
**2/1/14**



**Collaborate**

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- [Contact Us](#)
- [Current Members](#)

**Related Sites**

- [NEPOOL GIS](#) 
- [ISO-NE](#) 
- [Helpful Links](#)

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ATTACHMENT 5

Champion Energy Services, LLC

**EVERSOURCE**  
ENERGY

Exhibit D

780 North Commercial Street  
Manchester, NH 03101-1134

Date 01/31/17

Champion Energy Services, LLC  
1500 Rankin Rd.  
Suite 200  
Houston, TX 77073

Dear Gustavo,

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

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

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

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

Sincerely,



Aaron Downing  
Eversource Supplier Services

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

**Certificate of Completion**

*is hereby granted to:*

**Champion Energy Services, LLC**

*to certify that they have completed to satisfaction*

**NH EDI Connectivity and Certification Testing**



*Granted: 01/31/17*

*Aaron Downing*

*Aaron Downing*

*Eversource Supplier Services*



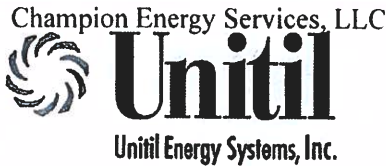


Exhibit D

**Electronic Data Interchange (EDI) Certification**

***Unitil Energy Systems (UES)***

Issued to: Champion Energy  
Represented by: Gustavo Rodriguez

Issued by: Unitil Energy Systems  
Represented by: Jeff Pentz, Energy Analyst

Date: 1/30/2017


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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and [supplier]. As of [date], Unitil Energy Systems does hereby declare [supplier] as a certified EDI trading partner capable of exchanging the following transactions:

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

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

---

  
Signature \_\_\_\_\_  
Date 2/10/17 \_\_\_\_\_

Jeff Pentz  
Energy Analyst  
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
EL\_SupplierServices@unitil.com



1500 Rankin Rd., Suite 200 | Houston, TX 77073

## Bill Summary

**Bill Number:** 21082XXXXX  
**Billing Period:** 02/11/2021 - 03/16/2021  
**Usage This Period:** 32,240 kWh  
**Previous Balance:** \$2,213.52  
**Previous Payment:** -\$2,213.52  
**Adjustments:** \$0.00  
**Current Charges:** \$2,585.65  
  
**Amount Due:** **\$2,585.65**  
**Due Date:** **04/13/2021**

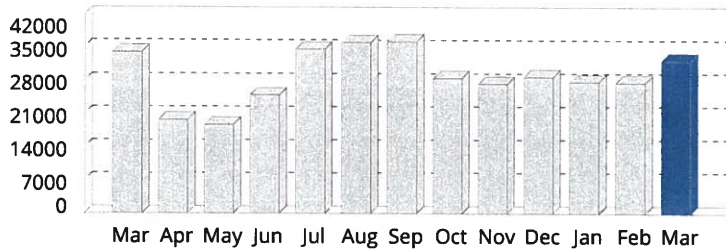
## Account Information

**Account Name:** XYZ WidgetsCo  
**Account Number:** 99999  
**Service Address:** 800 Main Street  
 Anytown NH 03874  
**Premise ID:** 207XXXXXX

## Energy Usage Report

Meter Number	Previous Meter Read	Previous Read Date	Current Meter Read	Current Read Date	Read Type	Multiplier	Total Usage	Demand	Power Factor
15XXXX		02/11/2021		03/16/2021	Actual		32,240	0	0

kWh



Previous Months  This Month

Please return this portion with your payment

**Champion Energy**  
 1500 Rankin Road, Suite 200  
 Houston TX 77073

### Payment Instructions

Pay with credit or debit card online or over the phone at 1-877-653-5090.  
 You can also make payments at any ACE Cash Express or MoneyGram.  
 To pay by check, make payable to: Champion Energy.

XYZ WidgetsCo  
 P.O. BOX 182  
 420XXX  
 Anytown OH 43218

<b>Account Number:</b>	99999
<b>Bill Date:</b>	03/23/2021
<b>Bill Number:</b>	21082XXXXXX
<b>Due Date:</b>	04/13/2021
<b>Amount Due:</b>	<b>\$2,585.65</b>
Would you like to make a donation to the Power Partners Fund to help customers in need of bill payment assistance?	<input type="checkbox"/> \$1.00 <input type="checkbox"/> \$5.00 <input type="checkbox"/> Other \$ _____
<b>Payment Enclosed</b>	\$ _____

**Champion Energy**  
 P.O. Box 787626  
 Philadelphia PA 19178-7626

020000092967000025&56500000000002



1500 Rankin Rd., Suite 200 | Houston, TX 77073

Utility Account 207XXXXXXX  
800 Main Street, Anytown, NH 03874

Page 2 of 2

## Bill Details

### Questions or Concerns?

Champion Energy (Toll-free 24hr)

**877-653-5090**

support@champion.energy

### For Outages and Emergencies

Unitil (Toll-free 24hr)

**800-582-7276**

Invoices not paid by the Due Date will incur a late payment charge of 1.5% of the invoice amount per month or the maximum amount allowable by law. You shall be responsible for any and all costs, attorney and legal fees incurred by Champion for the collection of any outstanding balance owed by you. If after discussing any disagreements with Champion you remain dissatisfied or a resolution cannot be reached, you may contact the PUC if you have questions about your rights and responsibilities and/or to file a complaint. The PUC's Consumer Services Division may be reached at 1-800-852-3793.

	QTY	RATE	AMOUNT
You have a contract valid until 12/13/2021			
<b>Electricity Charges for 02/11/2021 - 03/16/2021</b>			
<b>Champion Energy Charges</b>			
Generation	32,240	0.0802	\$2,585.65
<b>Total Electricity Charges this period</b>			<b>\$2,585.65</b>
The average price you paid for electricity service this period:			8.0¢ per kWh
<b>TOTAL ACCOUNT NET NEW CHARGES</b>			<b>\$2,585.65</b>

## Meter Details

**Meter Number:** 15XXXX

**Previous Meter Read:** on 02/11/2021

**Current Meter Read:** on 03/16/2021

**Read Type:** Actual

**Multiplier:**

**Power Factor:** 0

**Demand:** 0

**Total Usage:** 32,240

**Champion Energy Services, LLC ("Champion") TERMS OF SERVICE (The  
"Agreement") Disclosure Summary Form – FIXED-Standard Product  
Residential Customers**

<b>Product Name</b>	Fixed Price Standard Product
<b>Length of the Agreement</b>	The Fixed Price Period of this Agreement will begin on the Start Date as determined by your Local Utility, and will end after <<TermLength1>> months of service with Champion; thereafter, unless otherwise agreed, the Agreement will automatically continue under a month-to-month Variable Rate until cancelled by you or Champion in accordance with the terms of this Agreement. This Agreement shall begin on the on the date your electricity supply is switched to Champion by your Local Utility, after the end of any Rescission Period (as described in the terms of service).
<b>Fixed Per kWh Price</b>	The Fixed Price is <<RateInCents>> cents per kWh. This Fixed Price applies to all electricity supplied during the Fixed Price Period and does not vary based on usage amount. This Fixed Price does not include, and you will be billed by your Utility for, charges related to delivery of electricity including, but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, any utility-related charges and taxes, which will be billed by Customer's Local Utility.
<b>Variable Price Components</b>	Upon completion of the Fixed Price Period, unless otherwise agreed, the price charged for electricity under this Agreement will be a month-to-month Variable Rate. The Variable Rate will be determined by Champion for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by Champion to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. The customer may not know the monthly Variable Rate until the monthly bills are issued by the Local Utility. There is no cap or limit floor on your Variable Rate from one billing cycle to the next.
<b>Charges</b>	Approximately each month your supply charges for electricity supplied by Champion, excluding noted charges and taxes, will be calculated by multiplying the price of electricity by the amount of electricity used in the billing cycle.
<b>Environmental Characteristics</b>	Meets Statutory Requirements. Please see Environmental Disclosure Label for details.
<b>Early Termination Fee</b>	Yes. If you wish to terminate this Agreement during the Fixed Price Period after the applicable Rescission Period, Champion will have the right to charge you an early termination fee of \$10.00 per month for each month remaining in the Fixed Price Period. There are no early termination or cancellation fees for Customers on Variable Rates or contracts with Fixed Price Periods of 3 or fewer months.
<b>Late Payment Fee</b>	Yes. Late payment fees will be determined by your Local Utility in accordance with its policies under consolidated billing. However, if Champion invoices you for any unpaid supply charges that have not been paid pursuant to the Local Utility consolidated billing process and are no longer being billed to you by the Local Utility, you will pay each invoice in full within 20 calendar days of the invoice date or be subject to a late payment charge of 1.5% per month.
<b>Renewal Terms</b>	Upon completion of the Fixed Price Period, unless otherwise agreed, this Agreement will automatically continue on a month-to-month basis at Champion's then-current Variable Rate until it is cancelled by either you or Champion in accordance with the terms of this Agreement. Champion will provide you with a renewal notification at least 45 days prior to the expiration of any Fixed Price Period. Unless you terminate or transfer service within 20 days of such notice, your electricity supply with Champion will continue as described.

**Electric Assistance Program**

Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMER'S LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.**

**New Hampshire Service Area Terms of Service**

The following is your Terms of Service Agreement with **Champion Energy Services, LLC ("Champion")**. This Agreement, any Disclosure Label and Contract Summary Disclosure Statement, and your Welcome Package (collectively, the "Agreement") (i) describes your and Champion's responsibilities and, among other things, contains an arbitration clause and class action waiver that waives each of your and Champion's rights to sue in court (other than individual action in small claims court), to trial by jury, and to participate in a class action; and (ii) comprises your entire agreement with Champion, and supersedes any oral or written statements made in connection with this Agreement or your electricity supply. This Agreement authorizes Champion to change your electric supplier with your Local Utility (each "Local Utility" being Eversource Energy, Liberty Utilities or Unitil) and, by executing, approving and/or not rescinding this Agreement, you agree to be bound without limitation, qualification or change and to abide by the terms of this Agreement. In this Agreement, the words "we," "us," and "our" refer to Champion, and the words "you" and "your" refer to Customer. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.

**1. Service.** You will begin receiving electricity at the time of the first scheduled meter reading by your Local Utility, unless your Local Utility establishes a different effective date ("Start Date"). Champion shall supply your electricity pursuant to this Agreement during the term of this Agreement. By executing, approving and/ or not rescinding this Agreement under Champion's terms, you agree to initiate service and begin enrollment.

**2. Term; Renewal.** If your electricity supply service is provided at a Fixed Price, the price of electricity under this Agreement shall be fixed for the Fixed Price Period stated on the Contract Summary Disclosure Statement included with this Agreement. The Fixed Price Period shall commence on the Start Date. At the expiration of the Fixed Price Period, this Agreement will automatically continue on a month-to-month basis on the same terms except that the price each month will be Champion's then-current Variable Rate. Champion will provide you with a renewal notification at least 45 days and no more than 60 days prior to the expiration of any Fixed Price Period ("Renewal Notice"). In the Renewal Notice, Champion will remind you of the existing Fixed Price Period expiration date and will provide information regarding your options to renew or continue on another Champion product. Unless you select another Champion product, terminate or transfer service within 20 days of such

notice, your electricity supply with Champion will continue as described herein. If Champion materially changes its terms and conditions other than variable pricing, Champion will notify you of any such change and its effective date. You will have 3 business days from receipt of the first billing statement following such effective date to reject the new terms and conditions and cancel this Agreement (this period is extended to 5 business days following postmarked date when delivered by U.S. Mail).

If your electricity supply service is provided at a Variable Rate, your energy will be supplied on a month-to-month basis at the then-current Variable Rate, and either party will have the right to cancel at any time, with no early termination fee.

**3. Price.** If your electricity supply service is provided at a Fixed Price, Champion's price for all electricity sold under this Agreement shall be fixed for the Fixed Price Period as described above in Section 2. This Fixed Price per kWh applies to all electricity supplied by Champion during the Fixed Price Period and does not vary based on usage amount. This Fixed Price does not include, and you will be billed by your Utility for, charges related to delivery of electricity including, but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, any utility-related charges and taxes, which will be billed by Customer's Local Utility. Upon completion of the Fixed Price Period, unless otherwise agreed, the price charged for electricity under this Agreement will be a month-to-month Variable Rate. The Variable Rate, which may take one or more billing cycles to become effective, will be determined by Champion for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by Champion to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. The customer may not know the monthly Variable Rate until the monthly bills are issued by the Local Utility. There is no cap or floor on your Variable Rate from one billing cycle to the next.

**4. Rescission.** You have the right to rescind this Agreement without fees or penalties of any kind in accordance with each of the options outlined below, (each, as applicable, the "Rescission Period"). You should contact Champion at its contact information listed in Section 14 of the Agreement to exercise this right of rescission:

- i. within 5 business days from the date of electronic receipt of this Agreement and Welcome Letter,
- ii. within 6 business days from the postmarked date when this Agreement and Welcome Letter is delivered via first class mail

- iii. within 10 business days from the date of electronic receipt if the customer was enrolled through an in-

person solicitation at Customer's residence; or

- iv. within 11 business days from the postmarked date when this Agreement is delivered via first class mail if the customer was enrolled through an in-person solicitation at Customer's residence.

**5. Agency.** You hereby appoint Champion as agent for the purposes of acquiring the supplies necessary to meet your electricity needs and arranging to deliver electricity to you.

**6. Title.** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be at the New England power grid (ISO New England Champion load bus), and shall constitute the point at which the sale occurs and title passes from Champion to you.

**7. Measurement.** The measurement in kilowatt hours of the quantity of electricity delivered under this Agreement shall be determined by the meter readings performed by the Local Utility.

- 8. Billing and Payment.** Approximately each month your bill for electricity supplied by Champion, not including the Local Utility's charges for transmitting and delivering the electricity over the Local Utility system, will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle, based on the meter readings performed by the Local Utility, which shall be solely responsible for the accuracy of such meter readings. For each account, you will receive one monthly consolidated bill from the Local Utility with its charges and Champion's charges. The Local Utility will set your payment due date and provide the payment address. You will continue to pay the bill following the Local Utility's billing and payment policies. Late payment fees will be determined by your Local Utility in accordance with its policies under consolidated billing. Your payments remitted in response to a consolidated bill shall, to the extent required, be pro-rated in accordance with procedures adopted by the New Hampshire Department of Energy (the "DoE"). If Champion invoices you for any unpaid supply charges that have not been paid pursuant to the Local Utility consolidated billing process and are no longer being billed to you by the Local Utility, you will pay each invoice in full within 20 calendar days of the invoice date or be subject to a late payment charge of 1.5% per month. For invoices provided by Champion, you acknowledge that Champion's ability to invoice you is dependent on the Local Utility furnishing to Champion all necessary information to comply with DoE rule Puc 2004.06, and that the Local Utility is solely responsible for the accuracy of such information. In the absence of such information, Champion shall have the right to invoice you based on estimated or historical meter readings or other estimated information, calculated in a commercially reasonable manner and subject to

later revision based on receipt of actual information. Any resulting adjustments will be reflected as a debit or credit on your subsequent invoice after actual usage information has been determined. Each invoice sent to you shall also be subject to adjustment for errors in arithmetic, computation, meter readings or other errors for a period of time for which the error is being re-billed, or for a period of 3 months following such time the Local Utility may be permitted under law to make such an adjustment, whichever is longer. In the event you fail to provide payment when due for any electricity supplied under this Agreement, Champion shall have the right to terminate commodity service by providing at least 10 business days' prior written notice to you, at which time you may switch to another competitive electric power supplier or the Local Utility. A \$25 fee will be charged for all returned payments.

**9. Social Service Agencies and Programs.** For customers information, regarding social service agencies can be found by contacting your local Community Action Agency ("CAA") by either calling the DoE at 1.800.852.3793 or visiting the DoE's website at: [www.energy.nh.gov](http://www.energy.nh.gov) to obtain information based on the County in which your account is located. Additional information regarding the Electric Assistance Program and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping Neighbor and Project Care, can be found on the Office of Consumer Advocate's Assistance Program page located at: <http://www.oca.nh.gov/assitanceprograms.htm>.

**10. Cancellation by Customer.** Subject to any applicable early termination fee, You may terminate this Agreement at any time with no advance notice. Customer may terminate this Agreement by notifying Champion, contracting with another Supplier, contracting with an aggregator granted agency authority, or contacting the Local Utility to select utility default service. The termination will not become effective until your Local Utility successfully switches you to the new service provider of your choice. Until that occurs, your obligations under this Agreement remain in full force and effect. **If your Fixed Price Period is 4 or more months**, and you terminate this Agreement prior to the expiration date of the Fixed Price Period, Champion will have the right to charge you an early termination fee of \$10.00 per month for each month remaining in the Fixed Price Period. **You may terminate this Agreement at any time while on a month-to-month Variable Rate or during a Fixed Price Period of 3 or fewer months without paying an early termination or cancellation fee.** You may provide written notice of termination at Champion's address listed in Section 14 or call Champion at 1-888-653-0093 or email Champion at [info@championenergyservices.com](mailto:info@championenergyservices.com). You will be responsible for all of Champion's charges related to service during the period that you are returning to the Local Utility or selecting another supplier.

**11. Cancellation by Champion.** Champion may cancel or



terminate the Agreement at any time, without penalty, by notifying you in writing no less than 10 business days prior to the termination. Termination becomes effective upon the processing of Champion's cancellation request by the Local Utility but not earlier than your next meter read date that falls not less than 10 business days after issuing the notice. You will be obligated to pay for the electricity supply service provided by Champion pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable Local Utility late fees, fees or charges. Should Champion terminate the Agreement, you will be returned to your Local Utility's default electricity supply service unless you choose another competitive energy supplier.

**12. Acceptance and Amendments.** Champion may amend the terms of this Agreement (other than price) at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least 30 days prior to the effective date thereof.

**13. Emergency Service Contacts.** In the event of an electric power outage or other emergency, you should use the following toll-free numbers to directly contact your Local Utility:

Liberty Utilities (formerly Granite State Electric Co.)	1-800-375-7413
Eversource Energy	1-800-662-7764
Unitil Energy Systems, Inc.	1-888-301-7700

**14. Customer Complaints And Dispute Resolution.** In the event of a billing dispute or a disagreement involving Champion's service hereunder, the parties will use their best efforts to resolve the dispute. You should contact Champion by telephone at 1-888-653-0093 or email at [info@championenergyservices.com](mailto:info@championenergyservices.com). You may also contact Champion by mail at 1500 Rankin Road, Ste. 200, Houston, TX 77073 ("Champion Address"). A dispute or complaint relating to a customer may be submitted by either party at any time to the DoE pursuant to its Complaint Handling Rules and Procedures ("Procedures") by calling the DoE at 1.800.852.3793 or by writing to the DoE at: New Hampshire Department of Energy, Consumer Services and External Affairs, 21 South Fruit Street, Suite 10, Concord NH 03301-2429 ("DoE Address"), or through its website at: <http://www.puc.state.nh.us>. You may contact the DoE if you have questions about your rights or responsibilities. Upon the filing of any complaint, Champion and/ or the DoE Division ("Division") is authorized to investigate, and Champion is required to provide the Division with relevant information to assist with its investigation. If a dispute remains unresolved, the Division shall request a hearing before the Commission for any such resolution. You must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. **ALL**

**CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT THAT ARE NOT RESOLVED THROUGH THIS PROCESS WILL BE HANDLED PURSUANT TO THE BINDING ARBITRATION; CLASS ACTION WAIVER PROVISION BELOW.**

**15. Preferred Form of Communication.** Please specify, as described below, your preferred form of communication, either email or mail. If you would prefer to receive your notices and correspondence via email, please email us at [customercare@napower.com](mailto:customercare@napower.com) and provide your email address. It is your responsibility to update your email address with us if it changes in any way. If you do not contact us as described above to let us know your email preference, Champion will provide all correspondence and notice via U.S. mail.

**16. Binding Arbitration; Class Action Waiver.** In the unlikely event that you have any complaint or other dispute that is not resolved by Champion or the DoE to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CHAMPION ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).**

A. Scope. The term "dispute" includes any claim or controversy between you and us concerning or related to your Agreement with us and the electricity or gas supply you receive from us under that Agreement, under any legal theory including contract, warranty, tort, statute or regulation. This includes any dispute concerning arbitrability or the existence, scope, validity, construction or enforceability of this Agreement; such disputes shall be resolved by the arbitrator and you and Champion each waive the right to have these matters resolved by any court, including by a jury trial. Notwithstanding the arbitrator's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the arbitrator has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

B. Notice of Dispute. If you have a dispute that has not been

resolved by Champion or the DoE, send a Notice of Dispute by U.S. Mail to Champion at the Champion Contact Information below with your name, address, contact information, summary of the dispute, and how you would like the dispute resolved. We will do the same with you. If we have not resolved the dispute within 60 days after that notice is sent, either of us may start an arbitration.

C. Small Claims Court Option. As an alternative to arbitration, you may bring an individual case in your county of residence or where you do business, or Fairfield County, CT, if you meet the court's requirements, so long as it remains an individual case in that court. You may, but are not required to, mail us a Notice of Dispute and give us 60 days to resolve the dispute with you before filing in small claims court.

D. Arbitration Procedure. The AAA will conduct arbitration under its Commercial Arbitration Rules or, if you are an individual and the electricity or gas supplied under this Agreement is for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the supply, its Consumer Arbitration Rules, in each case as modified by this Agreement. For more information, see [www.adr.org](http://www.adr.org). To start an arbitration, submit the appropriate form available at <https://www.adr.org/Rules> to AAA and mail a copy to us. In a dispute involving \$25,000 or less, any hearing will be by telephone unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in New Hampshire in your choice of your county of residence or principal place of business. The arbitrator may award the same damages to you individually as a court could.

The Customer Complaint and Dispute Resolution and Binding Arbitration; Class Action Waiver provisions shall survive termination or expiration of this Agreement.

**17. Customer Protections.** The services provided by Champion to you are governed by the terms and conditions of this Agreement. Champion will provide at least 10 days' notice prior to the cancellation of service to you. You may obtain additional information about your rights and responsibilities by contacting Champion at 1-888- 653-0093 or the Champion Address stated in Section 14 or by contacting the DoE at 1.800.852.3793, or by writing to the DoE at the DoE Address stated in Section 14, or through its website at: <http://www.puc.state.nh.us>.

**18. Default Liability.** Under no circumstances shall you or Champion be liable for any punitive, incidental, consequential, exemplary or indirect damages, or damages related to third-party claims, whether such damages or claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement. You acknowledge that your Local Utility and ISO-NE are exclusively

responsible for the energy transmission and delivery system, and that Champion has no independent control over your Local Utility's or ISO-NE's systems and will have no liability for any of their acts or omissions.

**19. Choice of Laws.** This Agreement shall be construed under and shall be governed by applicable federal laws and the laws of the State of New Hampshire without regard to application of its conflicts of laws and principles.

**20. Change of Law/Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations, tariffs or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder, including but not limited to the Local Utility, the DoE, ISO-NE, the Federal Energy Regulatory Commission (FERC), or any of their successors (collectively, "Laws") (any change or change in interpretation of a Law, a "Change in Law"). If at any time during the term of this Agreement there is a Change in Law that results in Champion being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in Champion's costs of providing electricity supply service to you under this Agreement, Champion may terminate this Agreement in accordance with the termination provisions above or adjust its rate/price to reflect any increases associated with such Change in Law upon 30 days' written notice to you.

**21. No Warranties.** UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CHAMPION PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND CHAMPION SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**22. Force Majeure.** Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the Local Utility or ISO NE; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

**23. Taxes.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and

description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you.

**24. Assignment.** You may not assign your interest or obligations under this Agreement without the written consent of Champion. Champion may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. Champion may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the DoE. Champion must provide you 14 days' prior notice before the assignment of this Agreement to another service provider. Upon such assignment, you agree that Champion shall have no further obligations hereunder.

**25. Authorization.** By accepting the terms of service, Customer affirmatively consents to the Local Utility sharing billing and payment information with Champion, including Your participation in budget billing or extended payment arrangements. Further, You authorize Champion to obtain and review information including, but not limited to your credit history from credit reporting agencies, and Local Utility information including, but not limited to, consumption history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are elderly, blind or disabled, have a tax status and/or are eligible for economic development or other incentives. This information may be used by Champion to determine whether it will commence and/or continue to provide energy supply service to you. By enrolling with Champion, you are designating Champion as an appropriate and authorized user of your information to enroll you and such enrollment shall constitute authorization to obtain from time to time all usage, billing, payment history and other related information with respect to your account from the Local Utility. Actual or attempted enrollment online, telephonic enrollment, and/or your execution of this Agreement shall constitute authorization for the release of this information to Champion and to third parties who need to use or be aware of such information in connection with your electric generation services, as well as to our agents, affiliates, contractors, and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement. You acknowledge that you will be invoiced by the Local Utility, and that Champion's ability to collect payment for the electric supply portion on your bill is dependent on the Local Utility furnishing Champion with the necessary information. In the absence of such information, Champion shall have the right to use your information to collect any required information for bill collection purposes. Champion, at its sole discretion, may refuse to accept any customer with a credit score that does not meet or exceed its enrollment criteria. If accepted as a customer, you authorize Champion to report your payment

experience to credit reporting agencies. This authorization will remain in effect during the entire term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to Champion per the contact information in Section 14 or calling Champion at 1-800-653-0093. Champion reserves the right to cancel this Agreement in the event you rescind the authorization. Champion considers all such customer information to be confidential, and will not release such confidential customer information that is not otherwise publicly available without written authorization from you, except as authorized by Puc 2004.19 or required by process of court, state, or a state or federal regulatory agency or other legal compulsion.

**26. Deposit Requirements.** Champion may require a deposit for certain customers. If a deposit is required, you will be notified by Champion as to the amount and the rate of interest paid on the deposit.

**27. Do Not Call Registry.** You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number you wish to register.

**28. UCC.** Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of New Hampshire shall govern this Agreement and electricity shall be deemed a "good" for purposes of the UCC.

**29. Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

**30. Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**31. Miscellaneous.** You will promptly notify Champion if there are any material changes in your energy consumption. There may be a delay before Local Utility switches your electricity supply to Champion; Champion is not responsible for any such delays.