

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 checked="" type="checkbox"/> Renewal <input type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	Calpine Community Energy, LLC
	Trade Name (d/b/a) (if applicable)	N/A
Puc 2006.01(b)	Business Mailing Address	401 West A Street, Suite 500 San Diego, CA 92101
	Telephone Number	619-684-8000
	E-Mail Address	csjasupport@calpinesolutions.com
	Website Address	www.cca.calpinesolutions.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) ¹ 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.

Affiliates and Subsidiaries							
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.						
	Please see Attachment 2.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">Name of Entity</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Business Address</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Telephone Number</td> <td style="padding: 5px;"></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: 5px;">Name of Entity</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Business Address</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Telephone Number</td> <td style="padding: 5px;"></td> </tr> </table>	Name of Entity		Business Address		Telephone Number	
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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	Drake Welch
	Title	Senior Vice President
	Toll-Free Telephone Number (if available)	1-877-273-6772
	Telephone Number	619-684-8039
	E-Mail Address	drake.welch@calpinesolutions.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Paula White
	Title	Vice President
	Business Mailing Address	401 West A Street, Suite 500
		San Diego, CA 92101
	Telephone Number	619-684-8075
E-Mail Address	paula.white@calpinesolutions.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Greg Bass
	Title	Regulatory Director
	Business Mailing Address	401 West A Street, Suite 500
		San Diego, CA 92101
	Telephone Number	619-684-8199
E-Mail Address	greg.bass@calpinesolutions.com	

Department of Energy Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Bryan White
	Title	Senior Regulatory Compliance Analyst
	Business Mailing Address	401 West A Street, Suite 500
		San Diego, CA 92101
	Telephone Number	619-684-8200
E-Mail Address	bryan.white@calpinesolutions.com	

Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
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 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.
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.

Franchise Areas, Customer Types to be Served, and Other States	
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. Unitil, Liberty, and Eversource
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. Yes, CCE plans to serve all customer types.
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity. CCE is not yet active in any other state or market but is actively working for approval from the NY PSC.

Customer Complaints	
Puc 2006.01(a)	<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	
N/A												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
												0
Total	0	0	0	0	0	0	0	0	0	0	0	0

Statements Regarding Applicant and its Principals		
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. N/A	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	Yes
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?	Yes
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	Yes
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?	Yes

In-Person Solicitation of Residential Customers		
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
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. Hard copy of bond delivered on March 30, 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.	04/2023 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: Greg Bass</p> <p>Title: Regulatory Director</p>	<p>04/05/2023 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: registrations@energy.nh.gov</p>		

OFFICER LIST - ATTACHMENT 1

Name	Title	Address
Wood, James M	President and Chief Executive Officer	401 West A Street, Suite 500 San Diego, CA 92101
Rauf, Zamir	Chief Financial Officer	717 Texas Avenue, Suite 1000 Houston, TX 77002
Ruggles, Robert Mark	Vice President, Regional Pricing & Supply, ERCOT Desk	717 Texas Avenue, Suite 1000 Houston, TX 77002
Fallmer, Sean G	Senior Vice President, Pricing and Structure	401 West A Street, Suite 500 San Diego, CA 92101
Kimzey, Bryan	Vice President	717 Texas Avenue, Suite 1000 Houston, TX 77002
Stephenson, Caleb	Vice President	717 Texas Avenue, Suite 1000 Houston, TX 77002
Malik, Kaiser	Vice President and Asst. Secretary	717 Texas Avenue, Suite 1000 Houston, TX 77002
Novotny, Andrew	Vice President	717 Texas Avenue, Suite 1000 Houston, TX 77002
Miller, W Thaddeus	Corporate Secretary	717 Texas Avenue, Suite 1000 Houston, TX 77002
Huber, Jeffrey	Vice President & Controller	401 West A Street, Suite 500 San Diego, CA 92101
Koshkin, Jeff	Vice President	717 Texas Avenue, Suite 1000 Houston, TX 77002
Welch, Drake A	Senior Vice President	401 West A Street, Suite 500 San Diego, CA 92101

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. Champion Energy Services, LLC
1500 Rankin Rd, Suite 200
Houston, TX 77073
1-844-856-9382



COMPLETION OF EDI TESTING

This is to certify that on March 31st 2023
Calpine Community Energy, LLC
completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d).

A handwritten signature in black ink, appearing to read "M. Summerfield", is positioned above a horizontal line.

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



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Calpine Community Energy, LLC
Represented by: Greg Bass

Issued by: Unitil Energy Systems
Represented by: Maureen Cote, Supplier Services Analyst II

Date: March 20, 2023

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Calpine Community Energy, LLC. As of 03/15/2023, Unitil Energy Systems does hereby declare Calpine Community Energy, LLC as a certified EDI trading partner capable of exchanging the following transactions:

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

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

maureen cote

Signature
03/20/2023

Date

Maureen Cote
Supplier Services Analyst II
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_SupplierServices@unitil.com

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

Certificate of Completion

is hereby granted to:

**Calpine Community Energy, LLC
(d/b/a Enfield Community Power)**

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing

Granted: 04/03/23

Aaron Downing

*Aaron Downing
Eversource Supplier Services*



[\(/online/Home/\)](#)  [Back to Home \(/online\)](#)

Business Information

Business Details

Business Name:	CALPINE COMMUNITY ENERGY, LLC	Business ID:	905456
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	06/30/2022	Name in State of Formation:	CALPINE COMMUNITY ENERGY, LLC
Date of Formation in Jurisdiction:	06/06/2022		
Principal Office Address:	401 West A Street, Suite 500, San Diego, CA, 92101, USA	Mailing Address:	401 West A Street, Suite 500, San Diego, CA, 92101, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	N/A
		Next Report Year:	2023
Duration:	Not Stated		
Business Email:	linda.delacerda@calpine.com	Phone #:	877-273-6772
Notification Email:	linda.delacerda@calpine.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / To provide electricity and related services.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Calpine Energy Solutions, LLC / Member	401 West A Street, Suite 500, San Diego, CA, 92101, USA

Page 1 of 1, records 1 to 1 of 1

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
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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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State of New Hampshire
Department of State



7/1/2022 11:51:34 AM

CORPORATION SERVICE COMPANY
10 FERRY ST., SUITE 313
CONCORD, NH 03301

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

This business is required to file an annual report and pay a \$100.00 filing fee annually due by April 1st of each year. Reports filed after the due date will be assessed a late fee of \$50.00. As a courtesy our office will send a reminder notice in January of each year by mail or email. Annual reports may be filed on-line or downloaded from our website at <https://quickstart.sos.nh.gov/online>.

If you are unable to obtain a report through our website, you should contact this office to request one. Please Note: It is the responsibility of this business to obtain a report and submit for filing prior to April 1st of each year.

Businesses that do not file their annual reports and/or fees will be administratively dissolved or suspended.

Please Note: A benefit corporation must also prepare an annual benefit report 120 days following the end of the fiscal year, please refer to RSA 293-C:12 & RSA 293-C:13.

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

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

Sincerely,
Corporation Division

Business ID: **905456**
Filing No: **5804983**

State of New Hampshire

Filing fee: \$100.00
Use black print or type.

Filed
Date Filed: 06/30/2022 03:38:00 PM
Effective Date: 06/30/2022 03:38:00 PM
Filing #: 5804983 Pages: 3
Business ID: 905456
David M. Scanlan
Secretary of State
State of New Hampshire

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

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

FIRST: The name of the limited liability company is Calpine Community Energy, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is Calpine Community Energy, LLC

Principal Business Information:

Principal Office Address: 401 West A Street, Suite 500, San Diego CA 92101
(no. & street) (city/town) (state) (zip code)

Principal Mailing Address (if different): _____
(no. & street) (city/town) (state) (zip code)

Business Phone: (877) 273-5772

Business Email: Linda.DeLaCorda@calpine.com

Please check if you would prefer to receive the courtesy Annual Report Reminder by email.

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is June 3, 2022

FIFTH: Describe the nature of the business or purposes to be conducted or promoted in New Hampshire (and if known, list the NAICS Code and Sub Code): To provide electricity and related services

SIXTH: The name of its registered agent in New Hampshire is:

Corporation Service Company

The complete address of its registered office in NEW HAMPSHIRE (agent's business address) is:

10 Ferry Street, Suite 313, Concord, NH 03301
(no. & street) (city/town) (state) (zip code)

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

MANAGER / MEMBER INFORMATION (List all Managers and/or Members you wish to be placed on record)		
NAME	BUSINESS ADDRESS	TITLE
Calpine Energy Solutions, LLC	401 West A Street, Suite 500, San Diego, CA 92101	Member

*Signature: 



Print or type name: _____

Zamir Rauf

Title: CFO of Calpine Energy Solutions, LLC, Member

Date signed: _____

June 27, 2022

Complete address of person signing: 717 Texas Avenue, Suite 1000

Houston, TX 77002

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

* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or officer fiduciary, it must be signed by that fiduciary.

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

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4969
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CALPINE COMMUNITY ENERGY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SECOND DAY OF JUNE, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CALPINE COMMUNITY ENERGY, LLC" WAS FORMED ON THE THIRD DAY OF JUNE, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6837096 8300

SR# 20222799613

You may verify this certificate online at corp.delaware.gov/autdver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 203743632

Date: 06-22-22

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE
OF
CALPINE COMMUNITY ENERGY, LLC

This is to certify that CALPINE COMMUNITY ENERGY, LLC is registered in this office as a **Delaware Limited Liability Company** to transact business in New Hampshire on 6/30/2022 3:38:00 PM.

Business ID: 905456



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



Participate > Participant and Asset Listings

Participant Directory

Search the directory for details on and contact information for the entities registered with ISO New England, as well as on the committees and subgroups advising the ISO. For example, you can find:

- Each participant's name, address, stock symbol(s), industry sector, industry type/classification, committee membership, and NEPOOL voting status (if the participant is a member of the New England Power Pool)
- Committee and subcommittee or working group names, member lists, and the company association of members
- Download a CSV file of the [Participant Directory](#)

As you type you will be offered suggested results. Use your keyboard arrows or mouse to navigate the results.

Company Details: Calpine Community Energy, LLC

401 West A Street
Suite 500
San Diego, CA 92101

Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
167828	Generation	Participant	Market Participant		N

Committee Members

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
Participant Contact	Brett Kruse	Vice President Govt and Reg Aff	Alternate Member	Alternate Member
Participant Contact	Jung Suh	ISO Analytics Manager	Primary Member	Primary Member

▲ **Participant Related Persons**

A Participant and its Related Persons (as defined in the **Participants Agreement** and **Second Restated NEPOOL Agreement**) are together entitled to join any one Sector and to have one vote in that Sector.

Votes for this company are cast by:

Self

This company also votes on behalf of:

None

Updating the Directory

Help keep the directory current — its accuracy is dependent on data in the ISO's Customer and Asset Management System (CAMS). To update data for your organization or committee, see:

- User guides for CAMS
- CAMS FAQs

Problems?

Contact **Participant Support and Solutions** if you are having trouble with the directory.

The logo for ISO new england, featuring the letters "ISO" in a bold, white, sans-serif font, followed by the words "new england" in a smaller, lowercase, white, sans-serif font. The text is centered on a dark, circular background that has a subtle grid pattern.

Calpine Community Energy, LLC ("CCE") TERMS OF SERVICE (The "Agreement")
Disclosure Summary Form -- FIXED-Standard Product
Residential and Small Commerical Customers

Product Name	Fixed Price Standard Product
Length of the Agreement	The Fixed Price Period of this Agreement will begin on the Start Date as determined by your Local Utility, and will end after 14 months of service with CCE; thereafter, unless otherwise agreed, the Agreement will automatically continue under a month-to-month Variable Rate until cancelled by you or CCE in accordance with the terms of this Agreement. This Agreement shall begin on the on the date your electricity supply is switched to CCE by your Local Utility, after the end of any Rescission Period (as described in the terms of service).
Fixed Per kWh Price	The Fixed Price is 20.99 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 excludes all other costs, including, but not limited to, charges related to delivery of electricity, the price of transmission and distribution, the system benefits fund, stranded cost recovery charge, any utility-related charges and taxes.
Variable Price Components	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 CCE for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by CCE 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.
Charges	Approximately each month your supply charges for electricity supplied by CCE, excluding noted charges and taxes, will be calculated by multiplying the price of electricity by the amount of electricity used in the billing cycle.
Environmental Characteristics	Meets Statutory Requirements. Please see Environmental Disclosure Label for details.
Early Termination Fee	If you wish to terminate this Agreement during the Fixed Price Period after the applicable Rescission Period, CCE 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.
Late Payment Fee	Yes. Late payment fees will be determined by your Local Utility in accordance with its policies under consolidated billing. However, if CCE 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.
Renewal Terms	Upon completion of the Fixed Price Period, unless otherwise agreed, this Agreement will automatically continue on a month-to-month basis at CCE's then-current Variable Rate until it is cancelled by either you or CCE in accordance with the terms of this Agreement. CCE will provide you with a renewal notification at least 45 days prior to the expiration of any Fixed Priced Period. Unless you terminate or transfer service within 20 days or such notice, your electricity supply with CCE will continue as described.

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 **Calpine Community Energy, LLC ("CCE")**. This Agreement, any Disclosure Label and Contract Summary Disclosure Statement, together, your Welcome Package (collectively, the "Agreement") (i) describes your and CCE's responsibilities and, among other things, contains an arbitration clause and class action waiver that waives each of your and CCE'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 CCE, and supersedes any oral or written statements made in connection with this Agreement or your electricity supply. This Agreement authorizes CCE to change your electric supplier with your Local Utility (each "Local Utility" being Eversource Energy, National Grid, 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 CCE, 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"). CCE shall supply your electricity pursuant to this Agreement during the term of this Agreement. By executing, approving and/or not rescinding this Agreement under CCE'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 CCE's then-current Variable Rate. CCE 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, CCE will remind you of the existing Fixed Price Period expiration date and will provide information regarding your options to renew or continue on another CCE product. Unless you select another CCE product, terminate or transfers service within 20 days of such

notice, your electricity supply with CCE will continue as described herein. If CCE materially changes its terms and conditions other than variable pricing, CCE 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, subject to any applicable early termination fee.

3. Price. If your electricity supply service is provided at a Fixed Price, CCE'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 applies to all electricity supplied by CCE during the Fixed Price Period and does not vary based on usage amount. This Fixed Price excludes all other costs, including, but not limited to, charges related to delivery of electricity, the price of transmission and distribution, the system benefits fund, 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 will be determined by CCE for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by CCE 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 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 CCE 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 delivery of this Agreement and Welcome Letter,
- ii. within 6 business days from the postmarked date when this Agreement and Welcome Letter is delivered via the U.S. mail
- iii. within 10 business days from the date of electronic delivery 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 the U.S. Mail if the customer was enrolled through an in-person solicitation at Customer's residence.

5. Agency. You hereby appoint CCE 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 CCE load bus), and shall constitute the point at which the sale occurs and title passes from CCE 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 CCE, 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 CCE'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. 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 CCE 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 CCE, you acknowledge that CCE's ability to invoice you is dependent on the Local Utility furnishing to CCE all necessary information to comply with DoE rule 2004.06, and that the Local Utility is solely responsible for the accuracy of such information. In the absence of such information, CCE 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, 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 residential 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 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 CCE, 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, CCE 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 CCE's address listed in Section 14 or call CCE at 1-877-273-6772

or email at csjasupport@calpinesolutions.com. You will be responsible for all of CCE's charges related to service during the period that you are returning to the Local Utility or selecting another supplier.

11. Cancellation by CCE. CCE 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 CCE'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 CCE pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable Local Utility late fees, fees or charges. Should CCE 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. CCE 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 CCE's service hereunder, the parties will use their best efforts to resolve the dispute. You should contact CCE by telephone at 1-877-273-6772 or email at csjasupport@calpinesolutions.com. You may also contact CCE by mail at 401 West A Street, Suite 500, San Diego, CA 92101 ("CCE Address"). A dispute or complaint relating to a residential or small commercial 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.energy.nh.gov>. Upon the filing of any complaint, CCE and/or the DoE Division ("Division") is authorized to investigate, and CCE 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 csjasupport@calpinesolutions.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, CCE 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 CCE 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 CCE 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 CCE 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 CCE or the DoE, send a Notice of Dispute by U.S. Mail to CCE at the CCE 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. 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 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 CCE to you are governed by the terms and conditions of this Agreement. CCE 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 CCE at 1-877-273-6772 or the CCE Address or by contacting the DoE at 1.800.852.3793, or by writing to the DoE at the DoE Address, or through its website at: <http://www.energy.nh.gov>.

18. Default Liability. Under no circumstances shall you or CCE 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 CCE 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 CCE being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in CCE's costs of providing electricity supply service to you under this Agreement, CCE 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, CCE PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND CCE 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 CCE. CCE may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. CCE may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the DoE. CCE must provide you 14 days' prior notice before the assignment of this Agreement to another service provider. Upon such assignment, you agree that CCE 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 CCE, including Your participation in budget billing or extended payment arrangements. Further, You authorize CCE 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 CCE to determine whether it will commence and/or continue to provide energy supply service to you. By enrolling with CCE, you are designating CCE 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 CCE 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 CCE's ability to collect payment for the electric supply portion on your bill is dependent on the Local Utility furnishing CCE with the necessary information. In the absence of such information, CCE shall have the right to use your information to collect any required information for bill collection purposes. CCE, 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 CCE 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 CCE or calling CCE at 1-877-273-6772. CCE reserves the right to cancel this Agreement in the event you rescind the authorization. CCE 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 required by process of court, state, or a state or federal regulatory agency or other legal compulsion.

26. Deposit Requirements. CCE may require a deposit for certain customers. If a deposit is required, you will be notified by CCE 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 CCE if there are any material changes in your energy consumption. There may be a delay before Local Utility switches your electricity supply to CCE; CCE is not responsible for any such delays.