



April 5, 2022

VIA ELECTRONIC FILING AND OVERNIGHT DELIVERY

Dianne Martin, Chairwoman
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

**RE: DM 12-145 - NextEra Energy Services New Hampshire, LLC 2022 CEPS
Registration Renewal**

Dear Ms. Martin,

Please find enclosed the NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") 2022 CEPS Registration Renewal.

Please find enclosed the following:

- NextEra Energy Services Renewal Registration application
- Exhibits A through G

NextEra Energy Services has filed its increased guarantee under separate cover for review and countersigning.

If you have any questions or require any additional information, please contact me at (281) 746-4520, or by email at regulatory@nexteraenergyservices.com.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Aundrea Williams".

Aundrea Williams
Vice President, Regulatory



Competitive Electric Power Supplier Application Form

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

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	NextEra Energy Services New Hampshire, LLC
	Trade Name (d/b/a) (if applicable)	N/A
Puc 2006.01(b)	Business Mailing Address	20455 State Highway 249, Suite 200 Houston, TX 77070
	Telephone Number	800-882-1276
	E-Mail Address	custserv@nexteraenergyservices.com
	Website Address	nexteraenergyservices.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	Delaware
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	See Exhibit A
	Title	
	Business Mailing Address	
	Telephone Number	- -
	E-Mail Address	
	<hr/>	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	Email Address	
	<hr/>	
	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.
	Name of Entity
	See Exhibit B
	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 number relative to the filing of any such agreements with the Commission.
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 number relative to the filing of any such agreements with the Commission.	

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



Customer Service Department Contact		
Puc 2006.01(f)	Name	Rafael Bonilla
	Title	Director Customer Care
	Toll-Free Telephone Number (if available)	800 -882-1276
	Telephone Number	281 -640-4828
	E-Mail Address	rafael.bonilla@nexteraenergy.com

Customer Complaints Contact			
Puc 2006.01(g)(1)	Name	George Jefferson	
	Title	Business Analyst	
	Business Mailing Address	20455 State Highway 249, Suite 200	
		Houston, TX 77070	
	Telephone Number	713 -401-5608	
E-Mail Address	puccomplaints@nexteraenergyservices.com		

Regulatory Compliance Matters Contact			
Puc 2006.01(g)(2)	Name	Aundrea Williams	
	Title	Vice President, Regulatory	
	Business Mailing Address	20455 State Highway 249, Suite 200	
		Houston, TX 77070	
	Telephone Number	281 -726 -4520	
E-Mail Address	regulatory@nexteraenergyservices.com; aundrea.williams@nee.com		

Commission Assessment Payments Contact			
Puc 2006.01(g)(3)	Name	Paula Williams	
	Title	Sr. Regulatory Analyst	
	Business Mailing Address	20455 State Highway 249, Suite 200	
		Houston, TX 77070	
	Telephone Number	713 -401- 5542	
E-Mail Address	regulatory@nexteraenergyservices; paula.williams@nexteraenergy.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 <p style="text-align: center;">See Exhibit C</p> (2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.
Puc 2006.01(i)	Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: N/A (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. See Exhibit D
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. See Exhibit E

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. <p style="text-align: center;">PSNH, Unitil Energy, National Grid, Liberty Utilities, New Hampshire Electric Cooperative</p>
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. <p style="text-align: center;">NextEra Energy Services New Hampshire, LLC serves all customer classes.</p>
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity. <p style="text-align: center;">NextEra Energy Services New Hampshire, LLC does not sale electricity in other jurisdictions.</p>



Customer Complaints	
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
	NH										
Contract Dispute	1										1
Billing Dispute	1										1
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	2	0	0	0	0	0	0	0	0	0	2



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.	

Telemarketing		
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?	

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. See Exhibit F	

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. See Exhibit G	

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. The original guarantee has been sent under separate cover to the Executive Director for review and countersigning.	
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.		

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

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

Attestation and Signature		
Puc 2006.01(y) and (z)	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.  Signature of the applicant or its authorized representative Name: Aundrea Williams Title: Vice President Regulatory	<u>04/05/2022</u> Date

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

EXHIBIT A

Puc 2006.01(d): Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant principal(s)

**NextEra Energy Services New Hampshire, LLC
Management Structure
Principal Officers**

Name	Title	Business Address	Telephone Number	Email Address
Brian Landrum	President	20455 State Highway 249, Suite 200, Houston, TX 77070	713-401-5561	Brian.Landrum@nexteraenergy.com
Grit Farrell	Vice President	20455 State Highway 249, Suite 200, Houston, TX 77070	713-401-5713	Grit.Farrell@nexteraenergy.com
Aundrea Williams	Vice President, Regulatory	20455 State Highway 249, Suite 200, Houston, TX 77070	281-726-4520	Aundrea.Williams@nee.com
Kathy Beilhart	Vice President & Treasurer	700 Universe Blvd, Juno Beach, FL 33408	561-694-6405	Kathy.Beilhart@nexteraenergy.com
Charlotte B. Anderson	Secretary	700 Universe Blvd, Juno Beach, FL 33408	561-691-2605	Charlotte.Anderson@nexteraenergy.com
Jason B. Pear	Assistant Secretary	700 Universe Blvd, Juno Beach, FL 33408	561-304-6503	Jason.Pear@nexteraenergy.com
Paul I. Cutler	Vice President	700 Universe Blvd, Juno Beach, FL 33408	561-694-6204	Paul.Cutler@nexteraenergy.com

Exhibit B

Puc 2006.01(e): Affiliates and Subsidiaries

NextEra Energy Services New Hampshire is an affiliate of NextEra Energy, Inc. which itself has hundreds of affiliates engaged in non-retail energy services. NextEra Energy services does not have any agreements with any of its affiliated utilities.

Non-retail energy services affiliates in New Hampshire are:

Chariot Solar, LLC	700 Universe Blvd., Juno Beach, Florida 33408
Chinook Solar, LLC	700 Universe Blvd., Juno Beach, Florida 33408
Coolidge Solar I, LLC	700 Universe Blvd., Juno Beach, Florida 33408
Florida Power & Light Company	700 Universe Blvd., Juno Beach, Florida 33408
Granite Reliable Power, LLC	700 Universe Blvd., Juno Beach, Florida 33408
High Tree Solar, LLC	700 Universe Blvd., Juno Beach, Florida 33408
NEPM II, LLC	700 Universe Blvd., Juno Beach, Florida 33408
New Hampshire Transmission, LLC	700 Universe Blvd., Juno Beach, Florida 33408
NextEra Energy Operating Services, LLC	700 Universe Blvd., Juno Beach, Florida 33408
NextEra Energy Maine Marketing, LLC	700 Universe Blvd., Juno Beach, Florida 33408
NextEra Power Marketing, Inc.	700 Universe Blvd., Juno Beach, Florida 33408
NextEra Energy Project Management, LLC	700 Universe Blvd., Juno Beach, Florida 33408
NextEra Energy Seabrook, LLC	700 Universe Blvd., Juno Beach, Florida 33408
NextEra Energy Solutions, LLC	700 Universe Blvd., Juno Beach, Florida 33408
Platte Wind, LLC	700 Universe Blvd., Juno Beach, Florida 33408
W Portsmouth St Solar I, LLC	700 Universe Blvd., Juno Beach, Florida 33408

Affiliated Brokers in New Hampshire are:

Premier Power Solutions, LLC	107 Breckenridge Street, Grove City, PA 16127
Usource, LLC	1 Liberty Lane, Hampton, NH 03842

EXHIBIT C

Puc 2006.01(h): Proof of Good Standing

(/online/Home/)  Back to Home (/online)

Business Information

Business Details

Business Name:	NEXTERA ENERGY SERVICES NEW HAMPSHIRE, LLC	Business ID:	592087
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	02/27/2008	Name in State of Formation:	NEXTERA ENERGY SERVICES NEW HAMPSHIRE, LLC
Date of Formation in Jurisdiction:	02/27/2008		
Principal Office Address:	700 Universe Boulevard, Juno Beach, FL, 33408, USA	Mailing Address:	700 Universe Boulevard, Juno Beach, FL, 33408, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	2021
		Next Report Year:	2022
Duration:	Perpetual		
Business Email:	cynthia.collado@nee.com	Phone #:	NONE
Notification Email:	cynthia.collado@nee.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Sale of retail power.	

Principals Information

Name/Title

NextEra Energy Services, LLC / Member

Business Address

700 Universe Blvd, Juno Beach, FL, 33408, USA

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Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street S313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street S313, 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
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
 ([/online/Home/ContactUS](#))

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EXHIBIT D

Puc 2006.01(j): ISO-NE Market Participation

NextEra Energy Power Marketing, LLC (formerly known as FPL Energy Power Marketing, Inc.) is an affiliate of the applicant and provides all the applicant's electricity supply in the New England Energy Market and all settlement services for the applicant with NEPOOL.

Attached are a List of NEPOOL Current Members and the contract between NextEra Energy Marketing, LLC and NextEra Energy Services New Hampshire, LLC. Please note NextEra Power Energy Marketing, LLC changed its name to NextEra Energy Marketing, LLC, as listed in the NEPOOL Members list. The paperwork showing the name change in New Hampshire has also been provided.

NEPOOL Participants
 by Sector
 with Related Persons

# Voting Members	NAME OF PARTICIPANT	Companies Represented
	Kleen Energy Systems, LLC	
	<i>Seneca Energy II, LLC</i>	
	Marco DM Holdings, L.L.C.	
	<i>Manchester Street, L.L.C.</i>	
	Nautilus Power, LLC	
	<i>Acadia Renewable Energy, L.L.C.</i>	
	<i>Essential Power Massachusetts, LLC</i>	
	<i>Essential Power Newington, LLC</i>	
	<i>Rhode Island State Energy Center, LP</i>	
	<i>Revere Power, LLC</i>	
	NextEra Energy Resources, LLC	
	<i>ESI Northeast Energy GP, Inc.</i>	
	<i>FPL Energy Mason LLC</i>	
	<i>FPL Energy Wyman IV LLC</i>	
	<i>FPL Energy Wyman LLC</i>	
	<i>Granite Reliable Power, LLC</i>	
	<i>New Hampshire Transmission, LLC</i>	
	<i>NextEra Energy Maine, LLC</i>	
	NextEra Energy Marketing, LLC	
	<i>NextEra Energy Seabrook LLC</i>	
	<i>NEPM II, LLC</i>	
	Pixelle Energy Services LLC	
	Walden Renewables Development LLC	

ENERGY MANAGEMENT AND PURCHASE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

(b) If to Counterparty:

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

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

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

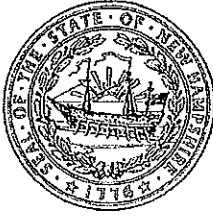
NextEra Energy Power Marketing, LLC

NextEra Energy Services New Hampshire, LLC

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

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





State of New Hampshire
Department of State



1/18/2017 2:57:19 PM

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

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

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

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

Sincerely,
Corporation Division

Business ID: 420466
Filing No: 3497957

State of New Hampshire

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

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

APPLICATION FOR AMENDED REGISTRATION FOR FOREIGN LIMITED LIABILITY COMPANY

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

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

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

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

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

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

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

*Signature: Melissa A. Plotsky

Print or type name: _____ Melissa A. Plotsky, Secretary

Title: _____ NextEra Energy Resources, LLC, sole member

Date signed: _____ January 9, 2017

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

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

Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH



Public Service
of New Hampshire

Exhibit E

**NextEra Energy Services New Hampshire, LLC
CES Registration Renewal, April 5, 2022**

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

The Northeast Utilities System

June 19, 2008

Toni Dau
Gexa Energy New Hampshire, LLC
20 E. Greenway Plaza
Suite 600
Houston, TX 77046

Dear Toni:

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and Gexa Energy New Hampshire, LLC have successfully completed EDI Testing. I have enclosed a Certificate of Completion for your files.

As soon as Gexa Energy New Hampshire, LLC is granted certification by the New Hampshire PUC, you will be ready to contract with PSNH customers.

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

Sincerely,

A handwritten signature in cursive script that reads "Aaron Downing".

Aaron Downing
PSNH Supplier Services

Exhibit E

Public Service of New Hampshire Certificate of Completion

is hereby granted to:

Gexa Energy New Hampshire, LLC

to certify that they have completed to satisfaction

EDI Testing

Granted: 06/19/08

Aaron Downing

Aaron Downing
PSNH Supplier Services

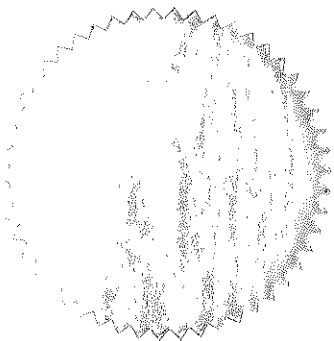


Exhibit E

CERTIFICATE OF COMPLETION

This is to certify that a Representative of

Gexa Energy

has attended and successfully completed the

EDI TESTING

Given this *18th* Day of *June, 2008*

Unitil Energy Systems - NH

Host Utility Coordinator

Exhibit E

Electronic Data Interchange (EDI) Certification

June 18, 2008

Issued to: Gexa Energy
Represented by: Toni Dau, EDI Coordinator

Issued by: Unitil Energy Systems
Represented by: Gary Mathews, EDI Coordinator

This is official notification of the successful completion of Electric EDI testing. As of (June 18, 2008), Unitil does hereby declare Gexa Energy as a certified EDI trading partner capable of exchanging the following transactions:

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

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

(s)
(t)

Gary Mathews
EDI Coordinator

Unitil Energy Systems
5 McGuire Street
Concord, NH 03301
mathews@unitil.com

Exhibit E

CERTIFICATE OF COMPLETION

Awarded to:

Gexa Energy New Hampshire, LLC

*This certificate of completion acknowledges that you have completed EDI system testing with
National Grid in New Hampshire.*

June 2, 2008
Date

Jean R. Mangini
Jean R. Mangini

Exhibit E



Liberty Utilities™

COMPLETION OF EDI TESTING

This is to certify that on JUNE 24th, 2014

NextEra Energy Services NH, LLC

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

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

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

Test Acceptance Form

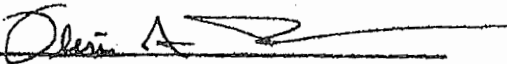
The undersigned agree that Gexa Energy and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "DUAL" option on July 23, 2010.

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

Competitive Supplier Company: Gexa Energy

Competitive Supplier Business Contact Signature: 

Date of Test Acceptance: 8/9/10

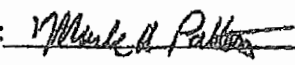
Competitive Supplier Technical Contact Signature: 

Date of Test Acceptance: 8/10/10

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: 

Date of Test Acceptance: 7/29/2010

Distribution Company Technical Contact Signature: 

Date of Test Acceptance: 7/29/2010

EXHIBIT F



SERVICE ADDRESS

[REDACTED]

BILLING PERIOD
 Nov 22, 2021 to Dec 22, 2021

BILLING ACCOUNT NUMBER

[REDACTED]

AMOUNT DUE

DUE DATE
 Jan 21, 2022

INVOICE NUMBER
 51522175793557

20455 SH 249 Suite 200
 Houston, TX 77070
 License No.08-082

Phone
 1-866-960-4392

Internet / Online Billing
www.nexteraenergyservices.com

Email Us At:
custserv@nexteraenergyservices.com

kWh Average Per Day



ACCOUNT BALANCE AS OF Jan 05, 2022

Previous Balance	\$0.00
Balance Remaining	\$0.00
Current Charges	[REDACTED]
Total Amount Due	[REDACTED]

SUMMARY OF CURRENT CHARGES

Total NextEra Energy Svcs Energy Charges	[REDACTED]
Total Current Charges	[REDACTED]

IMPORTANT MESSAGES

Types of Meter Readings

Average -Apr	2022	2021
kWh Per Day	N/A	491
Yearly Use:	Total Use	Average Monthly
Apr 2021 To Dec 2021	176700	14725

Return this part to address below with a check payable to NextEra Energy Services

Billing Account Number

[REDACTED]

Due Date

Jan 21, 2022

Amount Due

[REDACTED]

Amount Enclosed

\$ [] [] [] [] [] [] . [] []

NextEra Energy Services
 PO BOX 660100
 DALLAS Texas 75266-0100

[REDACTED]

[REDACTED]

EXHIBIT F



SERVICE ADDRESS

[REDACTED]

BILLING ACCOUNT NUMBER

[REDACTED]

INVOICE NUMBER

51522175793557

BILLING PERIOD

Nov 22, 2021 to Dec 22, 2021

Page 2 of 4

AMOUNT DUE

[REDACTED]

DUE DATE

Jan 21, 2022

UNDERSTANDING YOUR BILL

Account - means the Customer Account(s) identified in the BEA.

Early Termination Fee - means (i) for termination of the entire agreement, two (2) Average Monthly Bills for all Account(s) for each year or partial year of remaining Initial Term, or (ii) for termination or deletion of an Account(s), two (2) Average Monthly Bills for such cancelled or deleted Account(s) for each year or partial year of the remaining Initial Term.

Delivery Charges - means those charges payable by Customer to the LDU for transmission and distribution services provided by the LDU, ISONE or other third parties.

NextEra Energy Svcs Electricity Charge - means the sum of (i) the product of the Customer monthly Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes.

Holdover Period - means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

Holdover Price - means the price for electricity delivered during the Holdover Period, as set forth on the NextEra Energy Svcs Website at www.nexteraenergyservices.com under "legal notices and terms".

Holdover Price - means the price for electricity delivered during the Holdover Period, as set forth on the NextEra Energy Svcs Website at www.gexaenergy.com under "legal notices and terms".

Insufficient Notice Fee - means (i) for termination of the entire Agreement, one-half (1/2) of the Average Monthly Bill for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account(s), one-half (1/2) of the Average Monthly Bill for such canceled or deleted Account(s) for each year or partial year of the remaining Initial Term.

Late Fee - means a one-time fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on invoices for the NextEra Energy Svcs Electricity Charge that are not paid when due.

Local Distribution Utility or LDU - means a utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the Account(s) pertain.

Monthly Base Charge - means (i) for the Initial Term, a fixed monthly charge per LDU Account Number, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per LDU Account Number, as set forth on the NextEraEnergy Svcs website at www.nexteraenergyservices.com under "legal notices and terms".

Monthly Energy Usage - means Customer total metered energy usage for the LDU Account Number(s) subject to this Agreement measured in kilowatt hours ("kWh") for the applicable month.

Pass Through Charges - means (i) during the Initial Term, the electric supply costs listed in the BEA that are excluded from the Price and passed through directly to Customer by NextEra Energy Svcs and (ii) during the Holdover Period, the electric supply costs listed on the NextEra Energy Svcs website at www.nexteraenergyservices.com that are excluded from the Holdover Price, if any, and passed through directly to Customer by NextEra Energy Svcs.

Price - means the unit of price for electric service offered to Customer by NextEra Energy Svcs during the Initial Term, as set forth in the BEA.

Retail Adder - means the component of price that is set forth in Addendum B to the BEA.

Taxes - means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

Any inconsistency between these definitions and Customer Terms of Service(TOS) shall be governed by the TOS.

EXHIBIT F



SERVICE ADDRESS

[REDACTED]

BILLING PERIOD

Nov 22, 2021 to Dec 22, 2021

Page 3 of 4

BILLING ACCOUNT NUMBER

[REDACTED]

AMOUNT DUE

\$7,841.69

INVOICE NUMBER

51522175793557

DUE DATE

Jan 21, 2022

For power outages and other electrical emergencies, call your electric distribution company:

NH EC-NHElec
1-800-343-6432

Utility Account Number

[REDACTED]

Charges for Billing Period Nov 22, 2021 - Dec 22, 2021

Supplier Charges

Fixed Energy Charge 87,470.00 @ \$0.08965 per kWh

[REDACTED]

Total Supplier Charges

[REDACTED]

Total Energy Charges

Total Charges for this Billing Period

[REDACTED]

General Information

The average price you paid for electric service this month is 0.08965 cents per kWh. This average includes all fixed and variable recurring charges, but does not include any nonrecurring charges or credits.

EXHIBIT F



SERVICE ADDRESS

[REDACTED]

BILLING PERIOD

Nov 22, 2021 to Dec 22, 2021

BILLING ACCOUNT NUMBER

[REDACTED]

AMOUNT DUE
 [REDACTED]

DUE DATE
 Jan 21, 2022

INVOICE NUMBER

51522175793557

Summary of Usage by Meter

Reading Dates Previous/Present	Meter Number	Meter Constant	Meter Reading Previous/Present	Usage Type	Usage
Nov 22, 2021 / Dec 22, 2021		0	0/0	kWh	[REDACTED]
Nov 22, 2021 / Dec 22, 2021	[REDACTED]	0	/	kWh	[REDACTED]
				Billed Total	[REDACTED]

UNDERSTAND YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

Power Factor - A measurement used by some electrical distribution companies to determine the ratio of real Power flowing to the load of apparent power.

OffPk (Off-Peak) - Those periods of time at which energy is being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is being delivered near or at the utility's maximum demand.

kW (kilowatt) - A unit of power equal to 1000 watts.

kWh (kilowatt hour)- The standard unit of measure for electrical energy use. One kWh is used to light a 100-watt bulb for 10 hours.

kVa (Kilovolt-ampere) - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

kVAR (Kilo-Volt-Amperes Reactive) - The product of the voltage and the amperage required to excite inductive circuits.

kVARH (Kilo-Volt Amp Reactive Hours) - A measure of energy supplied but not converted into work.

kV (kilovolt)- A unit of electromotive force, equal to 1,000 volts.

EXHIBIT G

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.

See attached.

NEXTERA ENERGY SERVICES NEW HAMPSHIRE, LLC
RESIDENTIAL ELECTRICITY SALES AGREEMENT AND TERMS OF SERVICE
FIXED PRICE PRODUCT PLAN

This Electricity Sales Agreement and the following Terms of Service are for the purchase of residential electricity from NextEra Energy Services New Hampshire, LLC (“NextEra Energy Services”) under a fixed or variable price product plan. Your contract governing this purchase of residential electricity consists of this Electricity Sales Agreement, the Disclosure Statement, the Terms of Service, and your telephonic, written or electronic authorization to initiate service and begin enrollment with NextEra Energy Services (“Letter of Authorization”) (collectively, the “Agreement”). As your Competitive Energy Power Supplier (“CEPS”), NextEra Energy Services will arrange for the delivery of electricity from your electric distribution company (“EDC”) to your service location pursuant to this Agreement. The words “we,” “us,” and “our” also refer to NextEra Energy Services, and the words “you” and “your” refer to you, our customer.

Disclosure Statement

This Disclosure Statement provides a summary of certain terms and conditions of this Agreement, as required by the New Hampshire Public Utility Commission. Additional provisions governing these terms and conditions apply and are included in the Terms of Service below.

Electric Distribution Company:	Public Service Company of New Hampshire (PSNH) is your electric distribution company (EDC) who will continue to distribute electricity to your service address and bill you for EDC charges and our charges.
Price Plan:	Fixed
Price and Method of Calculation:	Fixed Price Product: You will pay a fixed price during the Initial Term (defined below) of \$0.1340 per kilowatt hour (kWh). There is no monthly base charge. Your price covers your cost for energy commodity (all generation sources), scheduling, capacity, settlement and other ancillary services. Your price does not include any other charges including, but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, all other EDC charges, fees and assessments, and taxes. In the event of certain changes in law or regulation, you may be required to pay additional pass-through charges, as provided in the Terms of Service. After the end of your Initial Term (as indicated in the section below), this Agreement will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion. The section called “Pricing” in the Terms of Service below describes how your fixed price is subject to change based on the imposition of certain fees or costs, and how we use various factors to determine your variable price.

<p>Average Prices:</p>	<p>The information in the following table is required by the New Hampshire Public Utilities Commission and shows the average price per kWh for electricity at different usage levels where a supplier imposes a flat fee or charge, such as a monthly customer service charge, in addition to your price per kWh. You will be billed based on your actual usage at the applicable fixed or variable rate. The information in this table only provides examples.</p> <table border="1" data-bbox="371 306 1531 466"> <thead> <tr> <th>Average Monthly Use</th> <th>250 kWh</th> <th>500 kWh</th> <th>750 kWh</th> <th>1,000 kWh</th> <th>1,500 kWh</th> <th>2,000 kWh</th> </tr> </thead> <tbody> <tr> <td>Average price per kWh</td> <td>\$0.1340</td> <td>\$0.1340</td> <td>\$0.1340</td> <td>\$0.1340</td> <td>\$0.1340</td> <td>\$0.1340</td> </tr> </tbody> </table> <p>If all the prices are the same irrespective of how much electricity you use, then there is no monthly service charge for this product. See further information regarding the price in the previous section of this Disclosure Statement.</p>	Average Monthly Use	250 kWh	500 kWh	750 kWh	1,000 kWh	1,500 kWh	2,000 kWh	Average price per kWh	\$0.1340	\$0.1340	\$0.1340	\$0.1340	\$0.1340	\$0.1340
Average Monthly Use	250 kWh	500 kWh	750 kWh	1,000 kWh	1,500 kWh	2,000 kWh									
Average price per kWh	\$0.1340	\$0.1340	\$0.1340	\$0.1340	\$0.1340	\$0.1340									
<p>Initial Term:</p>	<p>Fixed Price Product: 12 Months.</p> <p>You are obligated to purchase electricity from us during the initial term. Your right to switch to another CEPS is subject to the terms of this commitment.</p>														
<p>Right of Rescission and Process:</p>	<p>Your right to cancel this Agreement depends upon how we transmit the Agreement, including the Terms of Service, to you. If we provided this Agreement to you in person or by electronic delivery, you have 3 business days from the date of personal or electronic delivery to rescind your authorization. If we provided this Agreement to you via the United States Postal Service, you have 5 business days from the postmarked date to rescind your authorization. To do so, you may call us toll-free at 800-882-1276, you may fax us toll-free at 800-627-8813 during the customer service hours referenced above, or you may email us at custserv@nexteraenergyservices.com.</p>														
<p>Early Termination Fee:</p>	<p>Fixed Price Product: \$10.00 multiplied by the number of whole or partial calendar months remaining in the Initial Term of your Fixed Price Product, as such number is determined at the time of your termination.</p>														
<p>Late Payment / Returned Check Charges:</p>	<p>Late Payment: The lesser of one and one-half percent (1.5%) per month or the interest rate posted in your EDC's tariff. NSF/Returned Checks: \$25 fee per transaction. Payments are due on the date determined by your EDC and stated on the EDC bill.</p>														
<p>Deposits:</p>	<p>You will be subject to credit qualification. In some cases, we may require you to first post a deposit before you can obtain energy supply from us. If you are required to post a deposit, you will earn interest on the deposit at the prime rate as reported by the Wall Street Journal in accordance with the rules of the New Hampshire Public Utilities Commission. Please refer to "Credit and Deposits" below in the Terms of Service for further information.</p>														
<p>Renewal Process:</p>	<p>Unless you provide at least thirty (30) days' prior notice of your desire to cancel this Agreement at the end of the Initial Term either by email, fax or mail at the contact information set forth below, your contract with us will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion. At the end of your Initial Term, you may also select a new Fixed Price Plan by enrolling at www.nexteraenergyservices.com, subject to eligibility requirements and availability.</p>														
<p>Low Income Bill</p>	<p>Please contact your EDC to obtain information about social service agencies and</p>														

<p>Payment Assistance:</p>	<p>programs that are available to low income customers for bill payment assistance. These programs include The Electric Assistance Program (EAP), which can help income eligible customers pay their electric bills by providing discounts ranging from 7% to 70%, depending on income and household size.</p> <p>For more information about the EAP, please go to the following website:</p> <p align="center">http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm;</p> <p>For information about other bill payment assistance programs, go to this website, find the correct telephone number and call your local Community Action Agency :</p> <p align="center">http://www.puc.nh.gov/Consumer/communityactionagencies.htm</p>
<p>Our Contact Information:</p>	<p>NextEra Energy Services New Hampshire, LLC 20455 State Highway 249, Suite 200 Houston, TX 77070 1-800-882-1276 custserv@nexteraenergyservices.com</p>
<p>Dispute Resolution:</p>	<p>If you have a billing or other dispute involving our service, please contact our Customer Service Department at the contact number provided above or emailing custserv@nexteraenergyservices.com. You may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 800-852-3793 if you have questions about your rights and responsibilities.</p>
<p>Confidential Information:</p>	<p>We will not release confidential customer information without written authorization from you. Confidential customer information includes, but is not limited to your name, address, e-mail address and telephone number; and your individual customer payment information.</p>
<p>Do-Not-Call Registry:</p>	<p>The National Do-Not-Call Registry gives you a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for thirty one (31) days. You can register online at http://www.donotcall.gov or by phone, toll-free by calling 888-382-1222, TTY 866-290-4236 from the telephone number you wish to register. Registration is free. Telephone numbers placed on the National Do-Not-Call Registry will remain on it permanently due to the Do-Not-Call Improvement Act of 2007. For more information about the National Do-Not-Call Registry visit http://www.ftc.gov/bcp/edu/pubs/consumer/alerts/alt107.shtm. Please note, however, that we may contact you by telephone regarding your electric supply account with us even if you do place your telephone number on this Registry.</p>

Terms of Service

Disclosure of Risks and Costs Associated with Variable, Real-Time or Index Price Electricity Products:

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Prices: Past or current prices for these particular electricity products are not necessarily an indication of future prices. Prices may be higher in the future.

Additional Costs: Electricity supplied directly through the ISO-New England-administered dayahead and real-time energy markets can involve substantial direct and indirect costs including, but not limited to capacity and ancillary services costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-New England market rules.

Eligibility: This Agreement is for residential only. If you receive service under this Agreement and are not a residential customer, you will be charged the prevailing price per kWh charge to our month-to-month, discretionary variable price commercial customers NextEra Energy Services' commercial customer agreement (including terms of service) which will become effective upon receipt.

Information Release Authorization: We will not release confidential customer information without written authorization from you. Confidential customer information includes, but is not limited to your name, address, e-mail address and telephone number; and your individual customer payment information. Your signature on the Letter of Authorization herein or your consent to enrollment if you are enrolled telephonically through Third-Party Verification ("TPV") or electronically is your authorization for us and our agents to obtain and review information regarding your credit history from credit reporting agencies, and information from your EDC, including: consumption history, billing determinates, payment history, credit information, public assistance status, medical emergency status, your status as elderly, blind or disabled, tax-exempt status, and eligibility for economic development or other incentives. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. Such information will not be disclosed to a third party unless: (i) required by law, (ii) such disclosure is to a third party service provider under contract with NextEra Energy Services not to disclose such information and to use such information solely for the purposes of providing services to NextEra Energy Services, or (iii) as provided below. These authorizations shall remain in effect as long as the Agreement is in effect. We reserve the right to reject your enrollment or terminate our Agreement with you in the event these authorizations are rescinded or you fail to meet or maintain satisfactory credit standing as determined by us. If you fail to remit payment in a timely fashion, we may report the delinquency to a credit reporting agency. If you have provided an e-mail address, notices sent via e-mail shall constitute written notice under this Agreement.

24 Hour Service Outage Reporting: Your EDC is responsible for the distribution lines, meters and meter data and the quality of the power entering your home. Your EDC is required to respond to your electricity outages and emergencies.

To report an electricity outage or emergency, please call your EDC toll-free:

Eversource (formerly Public Service of New Hampshire)	1-800-662-7764
Granite State Electric Company (d/b/a Liberty Utilities)	1-800-465-1212
Unitil Energy Systems, Inc. (UES)	1-800-852-3339

You should also contact your local emergency personnel, if appropriate.

Credit and Deposits: NextEra Energy Services may use credit reporting agencies to document and evaluate your credit and/or payment history. If you do not meet our credit standards or cannot demonstrate satisfactory credit, in accordance with the federal Equal Credit Opportunity Act, 15 U.S.C. Sections 1691 through 1691f, NextEra Energy Services may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall follow all regulatory requirements and will be requested prior to beginning service with NextEra Energy Services. NextEra Energy Services will apply any cash deposit held on your behalf plus any accrued interest to the outstanding balance on your final bill, if applicable, and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us.

Term & Renewal: Your Agreement with us becomes effective when you physically or electronically sign your Letter of Authorization. For Fixed Price Plans, the number of months of your Initial Term is set forth in the Customer Disclosure Statement above. The Initial Term will commence on the date your electricity supply is switched by your EDC to NextEra Energy Services, and will continue for the number of months indicated. After the end of your Initial Term, this Agreement will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion. At least thirty (30) days and no more than sixty (60) days prior to the end of the Initial Term, we will notify you in writing of the terms of renewal of this Agreement and of your right to renew, reject or renegotiate this Agreement. While receiving service on a month-to-month basis, either you or NextEra Energy Services may terminate this Agreement by providing termination thirty (30) days' prior notice of termination to the other. For Variable Price Plans, the Initial Term will commence on the date your electricity supply is switched by your EDC to NextEra Energy Services, and will continue on a month-to-month basis. Either you or NextEra Energy Services may terminate this Agreement by providing termination thirty (30) days' prior notice of termination to the other.

Pricing: For Fixed Price Plans, the number of months of your Initial Term is set forth in the Customer Disclosure Statement above. Your price for electric generation service provided by us, including any monthly base charge, is also set forth above in the Customer Disclosure Statement. That price will remain fixed until the end of your Initial Term; provided, however, that such price may be increased by us to reflect increased costs or charges resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on NextEra Energy Services that are beyond NextEra Energy Services' control (see also the "Change in Law or Regulation" section below). After the end of your Initial Term, this Agreement will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion.

For Variable Price Plans, your Initial Term continues on a month-to-month basis. Your initial price for variable price electric generation service provided by us, including any monthly customer base charge, if any, is set forth above in the Customer Disclosure Statement. Your price may be higher or lower each month at our discretion.

If you are being charged a variable price, we set that price each month based on our evaluation of various market conditions. Market conditions that we might consider include, among other things: the prevailing price of wholesale natural gas or electricity on the market, costs involved in moving the electricity from the generator to your EDC, our total acquisitions costs for the electricity (including, where applicable, transmission costs and line losses), and the prevailing prices offered by your EDC and other competitors.

Billing: You will receive a bill monthly from your EDC which will include the price for electric generation service provided by NextEra Energy Services, plus charges from your EDC and applicable taxes. EDC charges may vary in accordance with applicable rules and tariffs. Any bill issued by us will conform to the bill format requirements of the New Hampshire Public Utilities Commission. Further, NextEra Energy Services reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for

electric generation service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions, whether such bills are issued by your EDC or by us.

Payments: Your EDC will send you a monthly bill. Your bill will include our energy generation charge, as well as your EDC's charges, fees and assessments (including electricity delivery charges). You must make payment directly to your EDC for our charges and the EDC charges on or before the due date of the bill, as determined by the EDC. The rules of the EDC's tariff filed with the New Hampshire Public Utilities Commission will apply to the billing, payment and collection of monies you will owe. Amounts payable directly to your EDC will be subject to a late fee or other charge as specified by your EDC in its applicable tariff.

If you are ever billed by NextEra Energy Services, you agree to pay NextEra Energy Services' charges in full within twenty (20) days from the date we mailed bill to you. Bills shall be deemed past due and delinquent at the close of business on the day the bill is due. Late payments, delinquent or past due balances for amounts payable directly to us may result in a late fee equal to the lesser of one and one-half percent (1.5%) per month or the interest rate posted in your EDC's tariff. If you fail to remit payment when due, then, in addition to any other remedies we may have, we have the right to terminate the Agreement upon thirty (30) calendar days' written notice, provided that you do not make payment or correct the problem that caused the termination within the thirty (30) day period. A \$25 insufficient funds fee per transaction will be assessed for any payment directly to us not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit/debit card transactions. If any payments made by you directly to us are rejected two times in a one-year period, the only form of payment acceptable will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights and remedies that we may have against you and we may apply it to your account(s) as a partial payment. NextEra Energy Services has a variety of bill payment options available for bills issued directly by NextEra Energy Services. For more details, please visit www.nexteraenergyservices.com or call us at the numbers listed below.

Termination and Early Termination Fee: We may terminate this Agreement and cause your electric generation service to be switched to your EDC, under its Default Service, as a default service provider if you fail to pay amounts due us or otherwise fail to perform your obligations under this Agreement. Your EDC's Default Service rate for electric generation service may be higher than the rate under this Agreement for such service. We will notify you in writing at least ten (10) business days prior to cancellation of this Agreement for non-payment or other failure of performance or such other period as may be required by applicable rules.

You may terminate this Agreement without paying any early termination fee should you change the location of your residence and provide sufficient proof to us. If your new location is also in one of the EDC service territories served by NextEra Energy Services, you may contact us for service. To terminate this Agreement, you may call, email or fax us at the contact numbers provided below. To terminate this Agreement, we may write or email you at the contact information for you provided or that you have otherwise provided to us.

If we terminate your service due to your failure to pay amounts due us, or otherwise perform your obligations under this Agreement, or if you terminate your service under this Agreement after the rescission period described in the Disclosure Statement expires and prior to the completion of the Initial Term (by switching to another CEP, EDC service or by contacting us), you will be assessed the early termination fee, if any, specified in your Customer Disclosure Statement. If your termination requires an early meter read or other special action by your EDC, you may be charged a fee established by the EDC. Regardless of the method or reason for termination of the Agreement, you are responsible for payment of all outstanding charges incurred through the date on which the termination is effected by the EDC.

Customer Protections: Residential electricity services provided under this Agreement are protected by this Agreement, and the rules and regulations of the New Hampshire Public Utilities Commission. NextEra Energy Services will provide you at least thirty (30) calendar days' advance notice prior to any cancellation of service to you. You may obtain additional information by contacting NextEra Energy Services at the contact numbers provided below. You may also contact the New Hampshire Public Utilities Commission at 800-852-3793.

Dispute or Complaints: If you have a billing or other dispute involving our service, please contact our Customer Service Department at the contact numbers provided below or emailing custserv@nexteraenergyservices.com. You must still pay your bill in full, but may deduct the specific billing amount in dispute while the charges remain in dispute. The dispute or complaint relating to a residential customer may be submitted by us or you at any time to the New Hampshire Public Utilities Commission pursuant to its complaint handling procedures by calling the New Hampshire Public Utilities Commission Consumer Affairs Division or online through its website. You must continue to pay all undisputed billing amounts and any such payment shall be refunded if warranted by the New Hampshire Public Utilities Commission's decision. The New Hampshire Public Utilities Commission can be reached: by telephone toll free at 800-852-3793; in writing at: New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429; or by visiting www.puc.nh.gov. If you have any general questions or would like information regarding the competitive retail energy market, including information about CEPs and your rights and responsibilities, you may call the New Hampshire Public Utilities Commission at that telephone number.

Nondiscrimination: NextEra Energy Services does not deny service, require a prepayment or deposit for service or otherwise discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services. However, we may refuse service to anyone for any other reason permitted by applicable rules.

Contract Changes: NextEra Energy Services may make non-material, non-price related changes to this Agreement by providing you with advance notice. If we make any changes that are material to your Agreement, we will send you a written notice between thirty (30) and sixty (60) calendar days prior to making such changes explaining the changes and requesting your consent.

Third-Party Program Change: NextEra Energy Services reserves the right to change or cancel at any time without notice any benefits, rewards, or bonuses provided to customers that may be provided by a third party.

Change in Law or Regulation: In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols, market rules, load profiles, and such change results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

Attorney Fees: If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney's fees) that we incur in the collection process.

Force Majeure: We will endeavor in a commercially reasonable manner to provide service, but we do not guaranty a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions. We do not generate

your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events including, but not limited to, acts of God, acts of any governmental authority, including the New Hampshire Public Utilities Commission, accidents, strikes, labor trouble, required maintenance work, inability to access the EDC system, nonperformance of the EDC, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond our control. If a Force Majeure Event occurs which renders NextEra Energy Services unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

Limitations of Liability: UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

Representations and Warranties: NEXTERA ENERGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Assignment: You may not assign this Agreement, in whole or in part, or any of your rights or obligations hereunder, without the prior written consent of NextEra Energy Services. NextEra Energy Services may: (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (ii) transfer or assign this Agreement to an affiliate of NextEra Energy Services; (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of NextEra Energy Services; and/or (iv) transfer or assign this Agreement to a certified CEP. In the case of an assignment under (i), NextEra Energy Services will not be required to provide notice or seek your prior consent. In the case of an assignment under (ii), (iii) or (iv), NextEra Energy Services will provide at least fourteen (14) days advanced notice of the assignment and inform you of your options in accordance with applicable law. In the case of an assignment under (ii), (iii) or (iv), the assignee shall agree in writing to be bound by these terms and conditions. Upon an assignment under (ii), (iii) or (iv), you agree that NextEra Energy Services shall have no further obligations hereunder.

Disclosure Label: Prior to initiation of service with us, after initiation of service with us at least annually, and upon request, our Disclosure Label will be provided to you and is also available to you by visiting our website at www.nexteraenergyservices.com. You may also receive this Disclosure Label by calling us at 800-882-1276 or emailing us at custserv@nexteraenergyservices.com. This Disclosure Label contains certain information on the fuel mix and emissions characteristics associated with our electricity plan products.

Governing Law: This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of New Hampshire, including applicable rules of the New Hampshire Public Utilities Commission.

Forward Contract: This Agreement and the transactions hereunder will constitute "forward contracts" as defined in section 101(25) of title 11 of the United States Code (the "Bankruptcy Code"). You and NextEra

Energy Services agree that (i) NextEra Energy Services is a "forward contract merchant" as defined in section 101(26) of the Bankruptcy Code, (ii) the cancellation or termination rights of the parties will constitute contractual rights to liquidate transactions that will not be abridged by any filing of any petition as set forth in section 556 of the Bankruptcy Code, (iii) any payment related hereto or made hereunder will constitute a "settlement payment" as defined in section 101 (51A) of the Bankruptcy Code, and (iv) the exceptions to the applicability of sections of the Bankruptcy Code as set forth in sections 362(b)(6), 546(e), 553(a)(2)(B)(ii), 553(a)(3)(C), and 553(b)(1) shall apply. The text of these referenced Bankruptcy Code provisions may be found at http://uscode.house.gov/download/title_11.shtml.

Title, Risk of Loss and Indemnity: You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after it reaches your electric meter. We shall cease to have title to and risk of loss related to the electricity when it is delivered to the point where the EDC facilities interconnect with your meter. You will indemnify, defend and hold harmless NextEra Energy Services from any and all claims for any loss, damage, or injury to persons or property including, without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to you.

Non-Waiver: No waiver by any party hereto of any one or more defaults, by the other party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

Third-Party Rights: Nothing in this Agreement shall create, or be construed as creating any express or implied rights in any person or entity other than you and us.

Taxes: Except as otherwise provided in this Agreement or by law, all taxes due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you. Any lawful tax exemption will only be recognized on a prospective basis from the date you provide to us (not the EDC) valid tax-exemption certificate(s).

Renewable Energy and Renewable Energy Credits: If you have selected a renewable energy product from us, the following provision applies: We will, either directly and/or through our affiliate(s), retire, on your behalf, Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching your usage (or applicable percentage of usage, if applicable) in a calendar year. Such energy sources will be located in, or connected to, the electricity grid anywhere in North America. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. Like all electric suppliers, NextEra Energy Services relies on regional system power from the grid to serve our customers' minute-by-minute consumption. But, through retirement of RECs by us, and/or our affiliate(s), on behalf of customers, we will cause enough renewable energy to be delivered to the electricity grid to match your usage (or applicable percentage of usage, if applicable). We may take up to three (3) months after the end of a calendar year to retire RECs needed to fulfill this product. Neither NextEra Energy Services nor any of its affiliates will be liable to you or any other party for any advertising assertions made by you related to this product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or this product.

NextEra Energy Services Contact Information:

Competitive Electricity Provider Name: NextEra Energy Services New Hampshire, LLC
Business Name: NextEra Energy Services

Internet address: www.nexteraenergyservices.com

Email address: custserv@nexteraenergyservices.com

Mailing address: 20455 SH 249, Suite 200, Houston, TX 77070

Fax: toll-free 800-627-8813

Customer Service telephone number: toll-free 800-882-1276 Customer service hours: 8:00 a.m. - 7:00 p.m., Eastern Time, Monday - Friday. Closed Saturdays, Sundays and holidays.

Complete Agreement: This Agreement, including the Customer Disclosure Statement, these Terms of Service, and the Letter of Authorization, contains all terms, conditions, and agreements in any way related to, or arising out of, the sale and purchase of electricity. This Agreement supersedes all prior agreements, whether written or oral.

IN THE CASE OF WRITTEN, TELEPHONIC OR ELECTRONIC ENROLLMENT, EXECUTION OF THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EFFECTED PURSUANT TO THE METHODS AUTHORIZED BY THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION.



DISCLOSURE SUMMARY
NEW HAMPSHIRE SMALL COMMERCIAL SALES
Standard Product

Product Name	Standard Product							
Length of Agreement	The Initial Term is for months of supply from NextEra Energy Services. You are obligated to purchase electricity from us during the Initial Term of your Agreement. Your right to switch to another CEP during the Initial Term is subject to the terms of this commitment.							
Fixed per KWh Price	The Price is \$ per kWh during the Initial Term.							
Variable Price Components	Not applicable.							
Charges	Your bill will be calculated using the price per kilowatt hour multiplied by kilowatt hours used.							
Fixed Price Small Commercial Customers who use	250 kWh of electricity per month	500 kWh of electricity per month	750 kWh of electricity per month	1,000 kWh of electricity per month	1,500 kWh of electricity per month	2,000 kWh of electricity per month	2,500 kWh of electricity per month	
Will pay	\$ per kWh	\$ per kWh	\$ per kWh	\$ per kWh	\$ per kWh	\$ per kWh	\$ per kWh	\$ per kWh
Environmental Characteristics	This is not a renewable electricity product. However, the product will meet the New Hampshire minimum standard for renewable electricity generation.							
Early Termination Fee	Yes. You will be charged an Early Termination Fee if, during the Initial Term, you cancel our supply to your Account(s), or we cancel supply to your Account(s) because of your failure to pay or other failure to perform your contract. "Early Termination Fee" means, for each Account, an amount equal to: (i) \$0.015 per kWh multiplied by average historical monthly usage (in kWh), which will be multiplied by: (ii) the number of complete months, plus any partial months, remaining in the Initial Term.							
Late Payment / Returned Check Charges	Yes. The EDC will send you a bill each month for the electricity you used. The due date for the payments will appear on the bills. For payments due to us, we charge a Late Payment Fee equal to the outstanding balance of the bill(s) not paid when due multiplied by one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower. We also charge a NSF/Returned Checks fee of \$25 fee per transaction.							
Renewal Terms	When you receive your contract expiration notice from us near the end of your Initial Term, you can contact us at the telephone number set forth in that notice and renew your supply under a new fixed price product. If, before the start of the five (5) business day period preceding the end of the Initial Term (i.e., the last meter read date during the Initial Term), you have not switched to receive generation supply from another supplier or the EDC, your contract with us will continue on a month-to-month basis and your price will become the variable Holdover Price. The Holdover Price may be higher or lower each month at our sole discretion. During the Holdover Period, Customer will not know the price it will pay when the bill is issued, and it may take one or more billing cycles for changes in the Holdover Price to become effective. In the 12 months preceding the Effective Date the highest variable Holdover Price was \$ per kWh and the lowest Holdover Price was \$ per kWh. See the "Pricing" section of the TOS (Electric Supply Terms of Service – Exhibit A) for details, including information on some of the material factors we use to determine the variable Holdover Price.							



**BUSINESS ELECTRICITY AUTHORIZATION
 NEW HAMPSHIRE SMALL COMMERCIAL SALES
 Standard Product**

The Disclosure Summary and this Business Electricity Authorization, including your Account List (Addendum A) and the Electric Supply Terms of Service (“TOS”) (Exhibit A), cover your purchase of electric supply from NextEra Energy Services New Hampshire, LLC (“NextEra Energy Services”) under a fixed price product plan. Any inconsistency between the terms of this BEA and the TOS shall be controlled by the BEA. Your contract governing this purchase of electricity consists of this Business Electricity Authorization, including your Account List and the TOS, and any supplemental written or electronic authorization to initiate service and begin enrollment with NextEra Energy Services (“Letter of Authorization”) (all such documents are collectively referred to as the “Agreement”). As your Competitive Electricity Provider (“CEP”), NextEra Energy Services will arrange for the delivery of electricity from your electric distribution company (“EDC”) to your service location pursuant to this Agreement. The words “we,” “us,” and “our” also refer to NextEra Energy Services, and the words “you” and “your” refer to you, our customer.

Definitions of certain capitalized terms and additional provisions governing this Agreement are included in the TOS.

Customer Business Name:	
Contract Type: <input type="checkbox"/> Switching Service Provider <input type="checkbox"/> Renewal	
<i>See attached Addendum A for EDC Account Nos., and Billing and Service Addresses.</i>	
Customer Contact Name: Email: Primary Phone: Secondary Phone: Fax: Duns#: #: Tax ID #:	
Please indicate Customer Preferred Method of Communication (Check one only)*: <input type="checkbox"/> US Mail <input type="checkbox"/> Email *Customer’s selection will determine the method that NextEra Energy Services uses for notices required by the New Hampshire Public Utilities Commission during the Term.	
Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and proceed accordingly.	
Start Month/Year:	Your Initial Term will start upon your enrollment, which should occur in:

Information about Your Price and the Method of Calculation	<p>Your Price per kWh during the Initial Term is set forth on the Disclosure Summary. Your price does not include any other charges including, but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, all other EDC charges, fees and assessments, and Taxes.</p> <p>You will pay NextEra Energy Services the total monthly charge for electric service (defined in the TOS as the "NextEra Energy Services Electricity Charge") during the term of this Agreement, which includes the amount due for electricity, any Monthly Base Charge, any Pass-Through Charges including, without limitation, costs and charges arising from (a) Inventoried Energy Program and similar fuel security programs and Fuel Security Reliability Standard Associated with Mystic River and similar fuel adequacy plans or programs, and/or (b) any Change in Law, and Taxes. All charges are subject to adjustments as described in the "Change in Law" section of the TOS.</p> <p>After the end of your Initial Term (as indicated in the section below), this Agreement will continue on a month-to-month basis and your price will become the variable Holdover Price. The Holdover Price may be higher or lower each month at our discretion. The section called "Pricing" in the TOS describes how your fixed price is subject to change based on the imposition of certain fees or costs, and some of the material factors we use to determine the variable Holdover Price.</p>
Information about the Average Price Table in the Disclosure Summary:	<p>The information in the average price table set forth in the Disclosure Summary is required by the New Hampshire Public Utilities Commission. The table shows the average price per kWh, exclusive of the EDC's Delivery Charges, for electricity at different usage levels. In some cases, a supplier will impose a flat fee or charge, such as a monthly customer service charge, in addition to your price per kWh. In those cases, the table considers those flat fees or charges and translates them into a "per kWh" charge for you. If all the prices are the same irrespective of how much electricity is used, then NextEra Energy Services does not charge a flat fee or monthly service charge for this product.</p>

Right of Rescission and Process:	<p>If you are a Small Commercial Customer (see the definition in the TOS), your right to rescind your Authorization and cancel this Agreement depends upon how we transmit the Agreement, including the TOS, to you. If we provided this Agreement to you in person or by electronic delivery, you have five (5) business days from the date of personal or electronic delivery of your TOS to rescind your authorization. If we provided this Agreement to you by first class mail, you have eight (8) days from the postmarked date to rescind your authorization. To do so, you may call us toll-free at 800-882-1276, you may fax us toll-free at 800-627-8813 during the customer service hours referenced above, or you may email us at the email address set forth below.</p>
Deposits:	<p>You will be subject to credit qualification. In some cases, we may require you to first post a deposit before you can obtain energy supply from us. If you are required to post a deposit, you will earn interest on the deposit at the prime rate as reported by the Wall Street Journal in accordance with the rules of the New Hampshire Public Utilities Commission. Please refer to "Credit and Deposits" in the TOS for further information.</p>

Billing:	<p>The EDC will send you a bill each month for the electricity you used. The contact information for your EDC is set forth on the bill and is available on your EDC’s website. If EDC billing is ever unavailable, you may receive two bills, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the EDC for Delivery Charges, each with applicable Taxes.</p> <p>Depending on the bill format, Pass-Through Charges may appear on Customer’s bill as a line item or Price adjustment. If Customer is receiving consolidated bills from the EDC, it is possible that one or more Price adjustments will be made during the term of this Agreement and reflected in such bills, even possibly for the first month of supply.</p>
Our Contact Information:	<p>NextEra Energy Services New Hampshire, LLC 20455 State Highway 249, Suite 200 Houston, TX 77070 1-800-882-1276 custserv@nexteraenergyservices.com</p>
Dispute Resolution:	<p>If you have a billing or other dispute involving our service, please contact our Customer Service Department at the contact number provided above or emailing custserv@nexteraenergyservices.com. You may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 800-852-3793 if you have questions about your rights and responsibilities. See the “Disputes or Complaints” section of the TOS.</p>
Confidential Information:	<p>We will not release confidential customer information to any third party other than our affiliates, contractors or vendors without written authorization from you. Confidential customer information includes, but is not limited to your name, address, e-mail address and telephone number; and your individual customer payment information.</p>
Do-Not-Call Registry:	<p>The National Do-Not-Call Registry gives you a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for thirty one (31) days. You can register online at http://www.donotcall.gov or by phone, toll-free by calling 888-382-1222, TTY 866-290-4236 from the telephone number you wish to register. Registration is free. Telephone numbers placed on the National Do-Not-Call Registry will remain on it permanently due to the Do-Not-Call Improvement Act of 2007.</p> <p>For more information about the National Do-Not-Call Registry visit http://www.ftc.gov/bcp/edu/pubs/consumer/alerts/alt107.shtm. Please note, however, that we may contact you by telephone regarding your Account(s) with us even if you do place your telephone number on this Registry.</p>

Authorization and Acknowledgement: You hereby authorize NextEra Energy Services, for the duration of this Agreement, to become your CEP and act as your limited agent to perform the necessary tasks to establish electricity supply from NextEra Energy Services. By accepting this Agreement (including the TOS), you hereby affirmatively consent to the EDC sharing your billing and payment information with us, including any participation by you in budget billing or extended payment arrangements.

Whether you have signed below or provided verbal authorization to NextEra Energy Services over the telephone (the “Verbal Authorization”), you agree that, as of the Effective Date or upon receipt of this Agreement, whichever is later, (i) you have read this Agreement and hereby agree to all the terms and conditions set forth in the Agreement; and (ii) you authorize NextEra Energy Services to obtain from the EDC and review your EDC information with respect to the Accounts. Further, you hereby represent and warrant to NextEra Energy Services that you (or the person signing this BEA on your behalf if you are an entity): (i) are the EDC

account holder; (ii) are authorized by the EDC to make changes to the commercial Accounts set forth in Addendum A; (iii) are 18 years of age or older; (iv) desire to obtain electricity supply for such Accounts from NextEra Energy Services instead of your current CEP; and (v) whether you have signed below or provided Verbal Authorization to NextEra Energy Services, you are legally authorized to enter into this Agreement with regard to all Accounts. **This Agreement is not valid or binding unless and until signed by both Parties (for written agreements, a facsimile will be accepted as if it were an original) and you have provided your Verbal Authorization.**

Customer expressly confirms the following:

- (1) Customer is voluntarily signing below;
- (2) Customer understands that NextEra Energy Services will, and authorizes NextEra Energy Services to, contact the EDC and change the Customer's provider of electricity to NextEra Energy Services;
- (3) Customer understands that this Agreement is for a fixed price per kWh;
- (4) Customer understands and agrees that this Agreement does have a specified term (called the "Initial Term" above) and, if there is a specified term, Customer understands the length of the term and any applicable early termination fee;
- (6) The options available to the Customer at the end of the specified term, if any, have been explained to Customer;
- (7) Customer has received the TOS (Exhibit A to this Agreement) from NextEra Energy Services, has read them, and agrees to the TOS; and
- (8) Customer understands that the Customer has the following period of time during which to rescind authorization of this Agreement so it will not be binding:
 - a. Five business days from the date of personal or electronic delivery of the TOS;
 - b. Eight days from the postmarked date if this Agreement was mailed to the Customer by first class mail.

<p>Authorized Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date _____</p> <p>Name of Customer's Current Electric Supplier (required if switching supply to NextEra Energy Services): _____</p>	<p>NextEra Energy Services New Hampshire, LLC:</p> <p>Authorized Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Effective Date: _____</p> <p>Sales Representative: _____</p>
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**BUSINESS ELECTRICITY AUTHORIZATION
NEW HAMPSHIRE COMMERCIAL SALES**

Addendum A

CUSTOMER NAME:

ACCOUNTS INCLUDED IN AGREEMENT:

EDC Account No.	Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?

Customer Initials: _____

Date: _____

NextEra Energy Services Initials: _____

Date: _____



Exhibit A

NEXTERA ENERGY SERVICES NEW HAMPSHIRE, LLC ELECTRIC SUPPLY TERMS OF SERVICE SMALL COMMERCIAL

THE FOLLOWING ARE THE ELECTRIC SUPPLY TERMS OF SERVICE ("TOS"), which are a part of the entire Agreement by and between NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") and you, our "Customer".

1. DEFINITIONS:

"Account" means the Customer Account(s) identified in the BEA.

"Agreement" is defined in the BEA and includes any amendments signed by the Parties.

"Average Monthly Bill" means the sum of (i) the product of the average monthly Energy Usage by Customer (or if an average cannot be computed due to limited supply by NextEra Energy Services or other circumstances, such average monthly usage as is reasonably determined by NextEra Energy Services) and the Price or Holdover Price, whichever is applicable, and (ii) the Monthly Base Charge, if any.

"Billing Cycle" means, for each Account(s), the period between successive monthly meter read dates during the term of this Agreement.

"BEA" means the Disclosure Statement and Business Electricity Authorization associated with this TOS and signed by the Parties, including all addenda and exhibits thereto.

"CEPS" means competitive electric power supplier.

"Change in Law" means a Change in any law, regulation, rule, ordinance, tariff, order or decree by a governmental or quasi-governmental authority or the applicable Regional Transmission Operator ("RTO")/Independent System Operator ("ISO") or EDC, including, without limitation, EDC tariffs (including, without limitation, rate class definitions and/or delivery voltage/service level requirements), RTO/ISO rules, interpretations, manuals or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the RTO/ISO), market rules or practices, load profiles, methods by which the EDC or RTO/ISO calculates usage, nodal and zonal definitions, and/or ISO boundaries. As used herein, a "Change" includes, without limitation, any creation, amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, calculation, interpretation, or outcome.

"Delivery Charges" means those charges payable by Customer to the EDC for transmission and distribution services provided by the EDC, ISO-NE or other third parties, and for any and all demand charges, stranded cost recovery charges, systems benefit charges, charges associated with the restructuring of the electric markets, and other similar charges, assessed by the EDC.

“Delivery Point” means the point of interconnection between a third-party transmission or delivery system and the EDC transmission or delivery system.

“Early Termination Fee” means, for each Account, an amount equal to: (a) \$0.015 per kWh multiplied by average historical monthly usage (in kWh), which will be multiplied by: (b) the number of complete months, plus any partial months, remaining in the Initial Term.

“EDC” means the electric distribution company that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the Account(s) pertain.

“Effective Date” means is the date the BEA is signed by both Parties (and appears by NextEra Energy Services’ signature in the BEA), or the date of the telephonic third party verification of the Customer’s verbal authorization, as applicable.

“Energy Usage” means Customer’s total metered energy usage for the Account(s) measured in kilowatt hours (“kWh”) for the applicable period.

“Holdover Period” means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

“Holdover Price” means the price per unit for electricity delivered during the Holdover Period. The Holdover Price can change without advance notice to Customer unless advance notice is required by law. To receive current Holdover Price information, Customer must go to the website at www.nexteraenergyservices.com in the “For Business” section; first under “Support” and then under “Legal Notices and Terms”, or call NextEra Energy Services toll free at 877-528-2890 during NextEra Energy Services’ normal business hours.

“Initial Term” means the period commencing on the Effective Date and continuing for the respective EDC Account Number(s) until expiration, from and after the Service Commencement Date, of the number of months specified for the Initial Term of service set forth in the BEA.

“ISO-NE” means the New England Independent System Operator or any successor thereto.

“Late Fee” means a fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on bills for the NextEra Energy Services Electricity Charge that are not paid when due.

“Line Losses” shall mean a loss factor provided by the EDC or, if one is not available, one determined by NextEra Energy Services.

“Monthly Base Charge” means (i) for the Initial Term, a fixed monthly charge per Account, if any, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per Account, as set forth on NextEra Energy Services’ website at www.nexteraenergyservices.com in the “For Business” section under “Legal Notices and Terms.”

“NextEra Energy Services Electricity Charge” means the sum of: (i)(a) an amount equal to the product of the Price and Energy Usage during a Billing Cycle for a standard product, if applicable; or (b) the amount due as the product of the Holdover Price and all Energy Usage, if applicable; (ii) any specified charges set forth in the BEA; (iii) any Monthly Base Charge; (iv) any Pass-Through Charges; and (v) Taxes.

“Party” means either NextEra Energy Services or Customer, and “Parties” means both NextEra Energy Services and Customer.

“Pass-Through Charges” means costs and charges arising from Inventoried Energy Program and similar fuel security programs and Fuel Security Reliability Standard Associated with Mystic River and similar fuel adequacy plans or programs and new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity including, without limitation, those arising from MAC Events, and a Change in Law, all of which are passed through to Customer by NextEra Energy Services.

“Price” means the unit price for electric supply offered to Customer by NextEra Energy Services during the Initial Term, as set forth in the BEA.

“Service Commencement Date” means the meter read date during or after the Start Month (or, if such date is at or near the end of the month prior to the Start Month, the first day of the Start Month) on which the EDC successfully switches Customer’s respective Account(s) to NextEra Energy Services; provided that, in the case of electric supply already being provided by NextEra Energy Services to Customer, the Service Commencement Date means the meter read date during or after the Start Month.

“Small Commercial Customer” means any non-residential customer, as defined under the terms and conditions of the EDC’s tariff that meets the availability criteria to take supply under such tariff, having a normal maximum demand threshold of less than 100 kilowatts. The term does not include any customer eligible to take supply under an EDC’s small customer tariff for an individually metered account, but whose aggregated accounts in New Hampshire exceed the combined demand threshold of 100 kilowatts.

“Start Month” is the calendar month as specified in the BEA; provided, however, that if the Start Month is not specified as a month subsequent to the month during which the Effective Date occurs, then “Start Month” means the month during which the Effective Date occurs.

“Taxes” means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

2. SERVICES. During the Initial Term and any Holdover Period, NextEra Energy Services shall provide Customer’s full electricity requirements for the Account(s) specified in this Agreement, and Customer shall obtain its full electricity requirements for such Account(s) exclusively from NextEra Energy Services on the terms and conditions specified in this Agreement. Notwithstanding the foregoing, NextEra Energy Services shall be under no obligation to supply any Accounts under a residential rate class and, if NextEra Energy Services does supply such Accounts, Customer hereby represents and warrants to NextEra Energy Services that such Accounts are used for commercial or governmental purposes.

3. ENERGY CONSUMPTION INFORMATION. Customer hereby authorizes NextEra Energy Services to obtain or access from the EDC and/or Customer current and historical electricity cost and usage data of Customer, Customer’s payment and credit history, and other information generally relevant to the supply and associated services to be supplied under this Agreement. Customer agrees, upon request, to provide NextEra Energy Services with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as NextEra Energy Services may reasonably require to provide electric supply pursuant to this Agreement. At

Customer's request, NextEra Energy Services shall provide Customer's actual consumption information for each billing period during the prior year during which Next Era Energy Services supplied electricity to Customer. Customer's expected energy usage for the Accounts may change for various reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel of facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide NextEra Energy Services with at least thirty (30) days' advance notice whenever it believes that Customer's estimated monthly aggregate usage will materially change from Customer's historical monthly usage, weather normalized (each such material change being a "MAC Event"), and shall provide good faith estimates of such usage changes. For each MAC Event, regardless of whether notice is provided, Customer shall pay NextEra Energy Services any losses, and/or new or increased costs and charges, reasonably associated with such MAC Event. Such losses, and/or costs and charges, may be charged to Customer as Pass-Through Charges.

4. ENROLLMENT. NextEra Energy Services shall use commercially reasonable efforts to promptly enroll Customer's Account(s) with the EDC in accordance with the intended Service Commencement Date, and Customer agrees to take steps to cooperate with NextEra Energy Services' efforts to perform such enrollment. NextEra Energy Services shall not be held liable to Customer for delay or failure in enrolling Customer's Account(s) if such delay or failure was due to any cause beyond NextEra Energy Services' control. Further, notwithstanding any provision in the Agreement to the contrary, it is possible that, for various reasons such as the Account is not existing, the Account is not active or the Account is not the "first in", some or all the Accounts cannot be enrolled. All such un-enrolled Account(s) shall be subject to payment of the Early Termination Fee (or damages, if greater) by Customer. NextEra Energy Services shall not be required to serve such un-enrolled Account(s). If any such un-enrolled Account(s) are subsequently enrolled during the Initial Term, such subsequently enrolled Account(s) shall be automatically added to supply under this Agreement without an amendment hereto (i.e., an amendment signed by both Parties).

5. TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date with supply commencing for each respective Account(s) on the Service Commencement Date and shall continue for the Initial Term. At least thirty (30) days and no more than sixty (60) days prior to the end of the Initial Term, NextEra Energy Services will notify Customer of the terms of renewal of this Agreement and of Customer's right to renew, reject or renegotiate this Agreement. After the Initial Term expires, this Agreement shall continue on a month-to-month basis and Customer will pay the Holdover Price unless and until either Party terminates this Agreement upon at least thirty (30) days' advance notice, in which event such termination shall be effective on the date following the date of such notice on which the EDC successfully switches Customer's Account(s) to another competitive electricity supplier or the EDC's electric generation supply.

6. PRICING. The unit price for electric supply provided to Customer by NextEra Energy Services during the Initial Term is set forth in the BEA and subject to any adjustments set forth in this Agreement. **All charges are subject to adjustments as described in the "Change in Law" section of the TOS.** Depending on the bill format, certain Pass-Through Charges, such as those arising from a Change in Law event, may appear on the bill as a separate line item or an increase to the Price shown on the bill.

The unit price for electricity during the Holdover Period shall be the Holdover Price, not the Price. The Holdover Price is a variable price and determined by NextEra Energy Services in its sole discretion. The Holdover Price can be based on a variety of factors, and is not solely driven by current and future market prices or risks. The Holdover Price can change without prior notice to Customer unless required by law. In some cases, the Holdover Price may vary significantly from the Price during the Initial Term of this Agreement. The following are some, but not all, of the material factors that can influence NextEra Energy Services' determination of the initial Holdover Price and any subsequent changes to the Holdover Price: (i) the current and future expected prices for wholesale electric supply (including an analysis of the supply

and demand factors affecting these prices, if desired) and NextEra Energy Services' desired risk premiums on any pricing; (ii) NextEra Energy Services' supply position in the market and its comfort level with respect to those positions; (iii) NextEra Energy Services' expected gross margin, target gross and profit margins, and desired revenues; (iv) NextEra Energy Services' customer counts and attrition; and/or (v) the prices charged by competitors, and the EDC.

7. BILLING AND FEES. Each month, Customer shall pay the NextEra Energy Services Electricity Charge (as defined herein). Customer consents to be billed monthly for supply provided hereunder through one of the following billing options, as permitted by law, at NextEra Energy Services' discretion: (i) Customer will receive one bill from the EDC that includes the NextEra Energy Services Electricity Charge, Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two bills, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the EDC for Delivery Charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer will make payments directly to the EDC. The due date for payments to the EDC, which is established pursuant to the EDC's tariff, is set forth on the consolidated bills. Under the Dual Billing Option, payments are due to NextEra Energy Services within sixteen (16) days from the date of the bill. If, under the Consolidated Billing Option or Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge made by Customer to NextEra Energy Services or to the EDC is late under the applicable payment terms, Customer may be assessed the Late Fee and its delinquent balances may be reported to a credit agency. Further, in addition to any other rights of NextEra Energy Services hereunder, if, during the Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge is late under the applicable payment terms, then NextEra Energy Services shall have the right, without prior notice to the customer, to convert all billing hereunder to the Consolidated Billing Option and convert the Price as necessary, on a commercially reasonable basis, to a unit price sufficient to enable such Consolidated Billing.

Under the Consolidated Billing Options, the following EDC(s) will bill you for both the EDC charges and our charges.

EverSource (Previously Public Service Company of New Hampshire (PSNH))
PO BOX 650047, Dallas, TX 75265-0047
Telephone: 1-866-554-6025

Liberty Utilities (Previously Granite State Electric Company)
PO Box 1380, Londonderry, NH 03053-1380
Telephone: 1-800-375-7413

Unitil Energy Systems, Inc. (UES)
6 Liberty Lane West, Hampton, NH 03842-1720
Telephone: NH Capital Electric – 1-800-852-3339
Telephone: NH Seacoast Electric – 1-800-582-7276

New Hampshire Electric Cooperative (NHEC)
579 Tenney Mountain Highway, Plymouth, NH 03264
Telephone: 1-800-698-2007, or 603-536-1800

These EDC(s) will also continue to distribute electricity to your Account(s) after you enroll with NextEra Energy Services.

NextEra Energy Services may apply any credit balance on a particular Account to a balance owed on any other Customer Account. NextEra Energy Services may assess a twenty-five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card. Meter readings for the Account(s) are available on Customer's bill from the EDC. If the EDC fails to timely obtain or transmit a meter reading, NextEra Energy Services reserves the right to issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Cycle. NextEra Energy Services will include or cause to be

included in any subsequent bill from NextEra Energy Services, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. In the event that Customer disputes a bill for the NextEra Energy Services Electricity Charge, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of NextEra Energy Services, the Late Fee will be applied to such unpaid amounts. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment. In the event of deferred billing of any Pass-Through Charge to NextEra Energy Services, estimated Pass-Through Charges may be billed to Customer in the interim and Customer shall pay such estimated Pass-Through Charges. Pass-Through Charges will be passed-through to Customer on a load ratio share basis, allocated as set forth in this Agreement or, if neither are applicable, as reasonably determined by NextEra Energy Services based on the charge and circumstances involved.

8. DISPUTES OR COMPLAINTS. If Customer has a billing or other dispute involving supply from NextEra Energy Services, Customer should contact NextEra Energy Services at the contact numbers provided below or emailing custserv@nexteraenergyservices.com. Customer shall continue to pay all undisputed billing amounts but may deduct the specific billing amount in dispute while the charges remain in dispute. After attempting to resolve a complaint with NextEra Energy Services, Customer has the right to file a complaint with the New Hampshire Public Utilities Commission pursuant to its complaint handling procedures by calling the New Hampshire Public Utilities Commission Consumer Affairs Division or online through its website. Any overpayment by Customer shall be refunded if required by the New Hampshire Public Utilities Commission's decision. **The New Hampshire Public Utilities Commission Consumer Affairs Division can be reached as follows: by telephone toll free at 800-852-3793; in writing at: New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429; or by visiting www.puc.nh.gov.** If Customer has any general questions or would like information regarding the competitive retail energy market, including information about CEPS and customer rights and responsibilities, Customer can call the New Hampshire Public Utilities Commission at that telephone number.

9. CREDIT AND DEPOSIT REQUIREMENTS. NextEra Energy Services may use credit reporting agencies to document and evaluate Customer's credit and/or payment history. If Customer does not meet the credit standards of NextEra Energy Services or cannot demonstrate satisfactory credit, in accordance with the federal Equal Credit Opportunity Act, 15 U.S.C. Sections 1691 through 1691f, NextEra Energy Services may require a deposit from Customer or may refuse to provide supply. If a deposit is required, the amount shall follow all regulatory requirements and will be requested prior to beginning supply with NextEra Energy Services. NextEra Energy Services will apply any cash deposit held on Customer's behalf plus any accrued interest to the outstanding balance on Customer's final bill, if applicable, and any excess amount will be refunded to Customer. Any deposit Customer provides to NextEra Energy Services will be held in Customer's name in the records of NextEra Energy Services. NextEra Energy Services may apply any early termination fee to any deposit Customer has provided.

10. TERMINATION OF AGREEMENT BY CUSTOMER. Customer has the right to change to another CEPS during the Initial Term at any time and without advance notice to NextEra Energy Services, subject to Customer's payment of the Early Termination Fee. Customer may terminate supply from NextEra Energy Services by either: (i) notifying NextEra Energy Services using the contact information set forth in the BEA; (ii) contracting with a new CEPS for supply; or (iii) contacting your EDC to select generation supply from the EDC. If Customer terminates this Agreement, in whole or as relating to any single Account(s), before the end of the Initial Term, Customer shall pay NextEra Energy Services the Early Termination Fee plus all other amounts due. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable. NextEra Energy Services will not be required to enter into any replacement transaction in order to determine such market prices or actual damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

11. TERMINATION OF AGREEMENT BY NEXTERA ENERGY SERVICES. NextEra Energy Services reserves the right to terminate this Agreement if Customer (i) fails to make timely payment of all amounts due NextEra Energy Services; or (ii) fails to post a security deposit under the provisions of the Credit and Deposit Requirements Section herein within ten (10) days of a request for deposit; or (iii) breaches any warranty or representation to NextEra Energy Services; or (iv) defaults on any material obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement. In the event supply from NextEra Energy Services is terminated in accordance with this Section, Customer shall pay NextEra Energy Services the Early Termination Fee plus all other amounts due. If NextEra Energy Services terminates this Agreement, Customer's electricity will be provided by the EDC under the EDC's applicable generation service tariff unless another competitive electricity supplier has been chosen by Customer. Customer's electric supply will not be physically disconnected upon termination of this Agreement by NextEra Energy Services pursuant to the provisions of this section.

12. TITLE, RISK OF LOSS AND INDEMNIFICATION. Title and risk of loss to the electricity sold hereunder shall pass from NextEra Energy Services when it is delivered to the Delivery Point for the Account(s). Customer shall indemnify and defend NextEra Energy Services from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the EDC delivers the electricity to Customer's facilities to which the Account(s) pertain.

13. FORCE MAJEURE. In the event that either Party's performance of its obligations under this Agreement, other than payment obligations, is interrupted or delayed by any occurrence not caused by either Party, whether such occurrence is an act of God or public enemy, or whether such occurrence is caused by storm, earthquake, or other natural forces, or by war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, then the Party affected by such occurrence shall be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to remedy the effects of that occurrence.

14. CHANGE IN LAW. Notwithstanding any provision in this Agreement to the contrary, if there is one or more Change in Law events and such event, either independently or in conjunction with one or more other events, such as an auction, results in NextEra Energy Services incurring new or increased costs or charges related to providing the supply or services contemplated herein, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges. In calculating the cost or charge, if the increase is not reasonably evident from the Change in Law itself, or if the costs or charges subsequently increase based on another event, including a subsequent auction, NextEra Energy Services may calculate the increase based on the cost or charge incurred after the Change in Law event as compared to NextEra Energy Services' earlier estimates of the relevant cost(s) or charge(s).

15. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, verbal authorization delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to NextEra Energy Services that it is a Small Commercial Customer and has full power and authority over the provision of electricity to the service addresses to which the Account(s) pertain.

16. DISCLAIMER OF WARRANTY. NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OTHER THAN PROFITS TO NEXTERA ENERGY SERVICES EXPECTED BY CUSTOMER'S DUE PERFORMANCE UNDER THIS AGREEMENT) OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

18. FORWARD CONTRACT. The Parties agree that this Agreement is a "forward contract" and that NextEra Energy Services is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.

19. ATTORNEY'S FEES. If Customer fails to timely pay amounts due under this Agreement and NextEra Energy Services refers Customer's outstanding balance to an attorney or collection agent for collection, or if NextEra Energy Services files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay NextEra Energy Services its reasonable fees and expenses (including reasonable attorney's fees) incurred by NextEra Energy Services in connection therewith.

20. AMENDMENT. This Agreement may not be amended except by a written amendment signed by both Customer and NextEra Energy Services.

21. SEVERABILITY. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.

22. HEADINGS. Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.

23. ASSIGNMENT. Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder, without the prior written consent of NextEra Energy Services. NextEra Energy Services may: (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (ii) transfer or assign this Agreement to an affiliate of NextEra Energy Services; (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of NextEra Energy Services; and/or (iv) transfer or assign this Agreement to a certified CEP. In the case of an assignment under (i), NextEra Energy Services prior notice and consent of Customer will not be required. In the case of an assignment under (ii), (iii) or (iv), NextEra Energy Services will provide at least fourteen (14) days advanced notice of the assignment and inform Customer of its options in accordance with applicable law. In the case of an assignment under (ii), (iii) or (iv),

the assignee shall agree in writing to be bound by these terms and conditions. Upon an assignment under (ii), (iii) or (iv), NextEra Energy Services shall have no further obligations hereunder.

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

25. WAIVER. No waiver by any Party hereto of any one or more of such Party's rights under this Agreement, or waiver of a default by the other Party in the performance of any of the provisions of this Agreement, shall be construed as a waiver of any such right or any other default whether of a like kind or different nature.

26. GOVERNING LAW OR VENUE. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of New Hampshire. Each party hereby designates the New Hampshire state courts of competent jurisdiction or the United States District Court for the District of New Hampshire as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in Concord, New Hampshire.

27. CONFIDENTIALITY. The Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies and (iii) its own affiliates, agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. Notwithstanding the preceding provisions of this Section, if Customer's purchase was enabled by a third party broker/consultant, Customer authorizes NextEra Energy Services to disclose to such third party broker/consultant all Customer information until Customer provides written notice to discontinue.

28. LIMITED AGENT. NextEra Energy Services' responsibility as Customer's limited agent is limited to the tasks authorized for NextEra Energy Services to provide the supply under this Agreement and does not result in imposition on NextEra Energy Services, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

29. ENTIRE AGREEMENT. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

30. NOTICES. Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by first-class mail, certified mail (prepaid), courier service or facsimile. Notwithstanding the previous sentence, unless customer requests notice by first class mail NextEra Energy Services may send any notice to Customer using any method, including e-mail, permitted by applicable law. Customer may request notice by first class mail for all notices subsequent to such request at any time during this Agreement. NextEra Energy Services' mailing address and facsimile number to be used for any notices that shall be given to or served on NextEra Energy Services by Customer are set forth below. Customer's mailing address and facsimile number to be used for any notices that shall be given to or served on Customer by NextEra Energy Services are set forth on the BEA. Notice delivered by first-class or certified mail (prepaid) shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or facsimile. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier

time as is confirmed by the receiving Party. Notice sent by facsimile or e-mail shall be deemed to have been received at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

Notice Information:

For registered mail and courier service –
NextEra Energy Services, 20455 State Highway 249, Suite 200, Houston, TX 77070
For facsimile – 800.627.8813
Customer service hours: 8:00 a.m. - 5:00 p.m., Central Time, Monday - Friday.
Closed Saturdays, Sundays and Holidays.

Additional Contact Information:

For billing and customer service inquiries, email custserv@nexteraenergyservices.com, call 877.528.2890, or fax 800.627.8813

For contract inquiries, email contracts@nexteraenergyservices.com or fax 800-627-8813

Internet address: www.nexteraenergyservices.com

Mailing address: 20455 State Highway 249, Suite 200, Houston, TX 77070

31. 24 HOUR SERVICE OUTAGE REPORTING. The EDC is responsible for the distribution lines, meters and meter data and the quality of the power entering Customer's service address. The EDC is required to respond to Customer's electricity outages and emergencies.

To report an electricity outage or emergency, please call the EDC toll-free:

EverSource (Previously Public Service Company of New Hampshire)	1-800-662-7764
Liberty Utilities (Previously Granite State Electric Company)	1-855-349-9455
Unitil Energy Systems, Inc. (UES)	
1-800-852-3339	
New Hampshire Electric Cooperative (NHEC)	1-800-343-6432

Customer should also contact Customer's local emergency personnel, if appropriate.

32. DISCLOSURE LABEL. Prior to initiation of service with us, after initiation of service with NextEra Energy Services at least annually, and upon request, our Disclosure Label will be provided to Customer and is also available to Customer by visiting NextEra Energy Services' website at www.nexteraenergyservices.com. Customer may also receive this Disclosure Label by calling 800-882-1276 or emailing custserv@nexteraenergyservices.com. This Disclosure Label contains certain information on the fuel mix and emissions characteristics associated with NextEra Energy Services electricity products.