



NRG Energy, Inc.
3711 Market Street, Suite 1000
Philadelphia, PA 19104

February 20, 2023

VIA E-FILE & UPS

New Hampshire Department of Energy
21 South Fruit Street, Suite 10
Concord, NH 03301
registrations@energy.nh.gov

**RE: Direct Energy Business Marketing, LLC (DM 13-121)
2023 Competitive Natural Gas Registration Renewal Form**

To Whom It May Concern:

In accordance with New Hampshire Code of Administrative Rules 3003.02, Direct Energy Business Marketing, LLC ("DEBM") has enclosed its 2023 CNGS Registration Renewal Form.

DEBM has marked this report as "Confidential" as it contains confidential business and financial information.

Should you have any questions or require additional information, please contact me at 413-642-3575 or via email at marc.hanks@nrg.com and NERetailRegulatory@nrg.com.

Sincerely,

/s/ Marc Hanks

Marc Hanks
Director, Regulatory Affairs

This form may be used to: (1) apply for initial registration as a competitive natural gas supplier (CNGS) in New Hampshire, (2) apply for renewal of registration as a CNGS in New Hampshire, and (3) notify the Department of any changes to information in a previously filed CNGS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 3006.01 when applying for initial or renewal registration as a CNGS, 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 type="checkbox"/>		
Applicant's General Information		
Puc 3006.01(a)	Legal Name	
	Trade Name (d/b/a) (if applicable)	
Puc 3006.01(b)	Business Mailing Address	
	Telephone Number	
	E-Mail Address	
	Website Address	
Puc 3006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	
Puc 3006.01(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	
	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 3006.01(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
	Business Address
	Telephone Number
	Provide a description of the business purpose of the entity.
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NHDOE or the NHPUC.
	Name of Entity
	Business Address
	Telephone Number
	Provide a description of the business purpose of the entity.
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NHDOE or the NHPUC.

2. "Affiliate" means any of the following:

- a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- b) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- c) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.

Customer Service Department Contact		
Puc 3006.01(f)	Name	
	Title	
	Toll-Free Telephone Number (if available)	
	Telephone Number	
	E-Mail Address	

Customer Complaints Contact		
Puc 3006.01(g)(1)	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	

Regulatory Compliance Matters Contact		
Puc 3006.01(g)(2)	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	

Department of Energy Assessment Payments Contact		
Puc 3006.01(g)(3)	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	

Separate Attachments: Business Authority, Trade Name, and Shipper Status	
Puc 3006.01(h)	Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or (2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire. See ATTACHMENT C
Puc 3006.01(i)	Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the N. H. Secretary of State by submitting, with this application form, either of the following: (1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or (2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name. See ATTACHMENT D - not actively using
Puc 3003.01(c)(2)	Provide documentation demonstrating that the applicant is an approved shipper on the upstream pipelines and underground storage facilities on which the LDC will assign capacity, if any, to the applicant. See ATTACHMENT E

Franchise Areas, Customer Types to be Served, and Other States	
Puc 3006.01(j)	List the LDCs in New Hampshire through which the applicant intends to provide service, and, to the extent the applicant does not intend to provide service in the entire franchise area of an LDC, a list of the cities and towns in which the applicant intends to provide service within such LDC franchise area. Liberty Utilities (Energy North) and Northern Liberties (Unitil)
Puc 3006.01(k)	Provide a description of the types of customers the applicant intends to serve. Direct Energy Business Marketing, LLC is currently serving large commercial and industrial customers.
Puc 3006.01(l)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of natural gas.

Customer Complaints	
Puc 3006.01(m)	<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 natural gas.</p> <p style="text-align: center;">See ATTACHMENT F</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>

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

Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 3006.01(n)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No
Puc 3006.01(n)(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 3006.01(n)(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 3006.01(n)(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 3006.01(n)(5)	Has applicant or any of its principals been denied authorization to provide competitive natural gas supply service or natural gas aggregation service in any other state or jurisdiction?	No
Puc 3006.01(o)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.	N/A

Telemarketing		
Puc 3006.01(p)	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 3006.01(p)(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?	N/A
Puc 3006.01(p)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	N/A
Puc 3006.01(p)(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?	N/A


Sample Bill Form		
Puc 3006.01(r)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	No
Puc 3006.01(r)	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 ATTACHMENT G	

Customer Contracts and Agreements with Aggregators		
Puc 3006.01(s)	Please provide a copy of any customer contract forms or representative samples of contracts to be used, including any schedules or other documentation attached to, incorporated into, or referenced in such contract. See ATTACHMENT H	
Puc 3006.01(t)	Does the applicant have any agreements with aggregators to provide service in New Hampshire?	Yes
	If the response to the question above is "Yes", please confirm that the applicant has verified that the aggregator(s) with which it has agreement(s) has registered as a natural gas aggregator in New Hampshire.	Yes
Puc 3003.04(c)	For renewal applications, provide, on a confidential basis, a report listing any aggregators currently using the CNGS to provide service to New Hampshire customers, and the number of customers served by each listed aggregator. See ATTACHMENT I	

File Financial Security Instrument		
Refer to Puc 3003.03 for the financial security requirements.		
Puc 3003.01(c)(1)	Provide an original executed financial security instrument that meets the requirements of Puc 3003.03. See ATTACHMENT J - (E-MAIL & UPS SENT ON 2/8/2023)	
	File the original, executed financial security instrument with the NH Department of Energy. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.	

Submit Application Fee (For Initial Applications Only)		
Puc 3003.01(c)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the NH Department of Energy by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Department of Energy Note that there is no fee for a renewal application.	

Expected Marketing Start Date		
Puc 3006.01(u)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	May 29, 2013 Date

Attestation and Signature		
Puc 3006.01(v) and (w)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p> <p> _____ Signature of the applicant or its authorized representative</p> <p>Name: Paolo Berard Title: Secretary</p>	<p>02/20/2023 Date</p>

Filing Instructions		
	<p>1) Mail an original and two paper copies of this form and all separate attachments to: New Department of Energy, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to: registrations@energy.nh.gov</p>	

ATTACHMENT A

Response to PUC 3006.01(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) if it is anything other than an individual:

Name	Title	Business Mailing Address	Telephone Number	E-mail Address
Robert J. Gaudette	President	910 Louisiana Street Houston, TX 77002	713-537-1187	Robert.Gaudette@nrg.com
Ryan Sullivan	Treasurer	804 Carnegie Center Princeton, NJ 08540	609-524-5145	Ryan.Sullivan@nrg.com
Gaetan Frotte	Vice President	804 Carnegie Center Princeton, NJ 08540	609-524-4786	Gaetan.Frotte@nrg.com
Steven Haugenes	Vice President	804 Carnegie Center Princeton, NJ 08540	732-781-0682	Steven.Haugenes@nrg.com
Joe Holtman	Vice President	804 Carnegie Center Princeton, NJ 08540	609-524-4683	Joe.Holtman@nrg.com
S. Meigs Jones	Vice President	1005 Congress Ave. Austin, TX 78701	512-691-6128	Meigs.Jones@nrg.com
Vafa Mohtashami	Vice President	910 Louisiana Street Houston, TX 77002	281-800-6371	Vafa.Mohtashami@nrg.com
A. Louis Teuscher	Vice President	910 Louisiana Street Houston, TX 77002	832-948-0939	Louis.Teuscher@nrg.com
Paolo Berard	Secretary	910 Louisiana Street Houston, TX 77002	713-877-3533	Paolo.Berard@nrg.com

ATTACHMENT B

Response to PUC 3006.01(e)**Provide the following information regarding any affiliates and subsidiaries of the applicant that are conducting business in New Hampshire:**

Direct Energy Business Marketing, LLC and its affiliates are comprehensive retail energy service providers serving residential and commercial customers in the State of New Hampshire.

Affiliates	New Hampshire
Direct Energy Business, LLC 1001 Liberty Ave., Suite 1200 Pittsburgh, PA 15222 412-667-5100	Electric: DM 15-373 December 31, 2015
Direct Energy Business Marketing, LLC 804 Carnegie Center Princeton, NJ 08540 609-524-4500	Electric: DM 13-260 October 9, 2013 Natural Gas: DM 13-121 May 29, 2013
Direct Energy Services, LLC 910 Louisiana Street Houston, TX 77002 713-537-3000	Electric: DM 15-513 February 5, 2016
Reliant Energy Northeast LLC d/b/a NRG Home 3711 Market Street, Suite 1000 Philadelphia, PA 19104 267-295-5764	Electric: DM 15-287 December 28, 2015
XOOM Energy New Hampshire, LLC 804 Carnegie Center Princeton, NJ 08540 609-524-4500	Electric: DM 13-185 April 15, 2015

ATTACHMENT C

Filed
Date Filed: 04/11/2013
Business ID: 690305
William M. Gardner
Secretary of State

State of New Hampshire

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00
Use black print or type.

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

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

FIRST: The name of the limited liability company is HESS ENERGY MARKETING, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is HESS ENERGY MARKETING, LLC

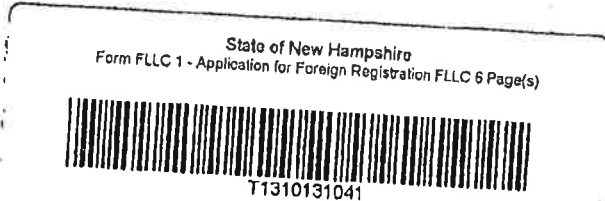
THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is March 20, 2013

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is The marketing of energy to commercial and industrial customers.

SIXTH: The name of its registered agent in New Hampshire is CT Corporation System
and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address in New Hampshire) 9 Capitol Street, Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).



APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANYForm FLLC-1
(Cont.)

*Signature: _____

Hess Corporation,
Member
Nicholas P. Brontas

Print or type name: _____

Nicholas P. Brontas

Title: _____

Vice President and Secretary

Date signed: _____

March 27, 2013

Complete address of person signing: _____

Hess Corporation

1185 Avenue of the Americas

New York, NY 10036

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:

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

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3rd Floor, Concord, NH 03301.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HESS ENERGY MARKETING, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2013.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5306943 8300

130372333

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: C320663

DATE: 03-28-13

HESS ENERGY NEW YORK CORPORATION

One Hess Plaza
Woodbridge, NJ 07095

April 5, 2013

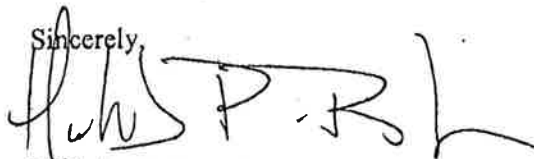
Corporate Division
Department of State
107 North Main Street
Concord, NH 03301

Re: CONSENT TO USE OF NAME

Hess Energy New York Corporation, a corporation organized under the laws of the State of Delaware, hereby consents to the organization of HESS ENERGY MARKETING, LLC in the State of New Hampshire.

IN WITNESS WHEREOF, the said limited liability company has caused this consent to be executed by its Secretary this 5th day of April 2013.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas P. Brountas". The signature is stylized and written in a cursive-like font.

Nicholas P. Brountas
Secretary



HESS ENERGY TRADING COMPANY, LLC
1185 Avenue of the Americas
New York, New York 10036

April 5, 2013

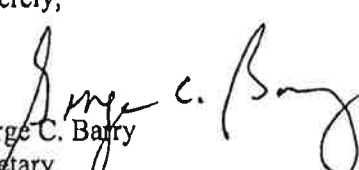
Corporate Division
Department of State
107 North Main Street
Concord, NH 03301

Re: CONSENT TO USE OF NAME

Hess Energy Trading Company, LLC, a corporation organized under the laws of the State of Delaware, hereby consents to the organization of HESS ENERGY MARKETING, LLC in the State of New Hampshire.

IN WITNESS WHEREOF, the said limited liability company has caused this consent to be executed by its Secretary this 5th day of April 2013.

Sincerely,


George C. Barry
Secretary

**Form SRA – Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws**

Part I – Business Identification and Contact Information

Business Name: HESS ENERGY MARKETING, LLC

Business Address (include city, state, zip): One Hess Plaza, Woodbridge, NJ 07095

Telephone Number: (732) 750-8000 E-mail: jasafu-adjaye@hess.com

Contact Person: Jacqueline Asafu-Adjaye

Contact Person Address (if different): 1185 Avenue of the Americas, New York, NY 10036

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)];

1. Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
 A) This business has 10 or fewer owners; and
 B) Advertising relating to the sale of ownership interests has not been circulated; and
 C) Sales of ownership interests – if any – will be completed within 60 days of the formation of this business.
2. This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____
3. This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____
4. This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III – Check ONE of the following items in Part III:

1. This business is not being formed in New Hampshire.
2. This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print):	<u>Hess Corporation Member</u> <u>George C. Barry</u>	Signature:	<u>[Signature]</u>
	<u>Vice President + Secretary</u>	Date signed:	<u>March 27, 2013</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____
Name (print):	_____	Signature:	_____
		Date signed:	_____

Filed
Date Filed: 06/12/2014
Business ID: 690305
William M. Gardner
Secretary of State

State of New Hampshire

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

Form FLLC-2
RSA 304-C:178

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: Hess Energy Marketing, LLC

SECOND: The name the limited liability company is currently using in the state of New Hampshire is: Hess Energy 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: 04/11/2013

FIFTH: This application is filed for the following reason(s) (complete all applicable items):
a. The limited liability company has changed its name to: Direct Energy Business Marketing, LLC

b. The name the limited liability company will hereafter use in the state of New Hampshire is changed to: Direct Energy Business Marketing, LLC

c. The limited liability company has changed the state or country of its formation to: _____

*Signature: 

Print or type name: Bray Debrucardt

Title: VP of Direct Energy Business, LLC, Sole Member

Date signed: 05/29/2014

*** 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 are available for public inspection in either person or by mail.

State of New Hampshire
Form FLLC 2 - Amendment to Application 2 Page(s)

and will be available for

Mail fee and DATED A
Concord NH 03301-49



T1416445016

ate, 107 North Main Street,
301.
Form FLLC-2 (1/2013)

DIRECT ENERGY BUSINESS, LLC
12 Greenway Plaza, Suite 250
Houston, TX 77046


May 29, 2014

To the Secretary of State of New Hampshire:

Re: **Consent to Use of Name**

Direct Energy Business, LLC, a limited liability company which was originally organized under the laws of the State of Delaware on September 24, 1998, and qualified to transact business in New Hampshire on August 31, 1999 (Business No. 321781), hereby consents to the name change of Hess Energy Marketing, LLC (Business No. 690305) to "Direct Energy Business Marketing, LLC."

By:



John Williamson, VP Finance, Direct
Energy Business, Sole Member

Business Information

Business Details

Business Name:	DIRECT ENERGY BUSINESS MARKETING, LLC	Business ID:	690305
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	04/11/2013	Name in State of Formation:	DIRECT ENERGY BUSINESS MARKETING, LLC
Date of Formation in Jurisdiction:	04/11/2013	Mailing Address:	804 Carnegie Center, Princeton, NJ, 08540, USA
Principal Office Address:	804 Carnegie Center, Princeton, NJ, 08540, USA		
Citizenship / State of Formation:	Foreign/Delaware	Last Annual Report Year:	2022
		Next Report Year:	2023
Duration:	Perpetual	Phone #:	732-750-8000
Business Email:	ct-statecommunications@wolterskluwer.com	Fiscal Year End Date:	NONE
Notification Email:	ct-statecommunications@wolterskluwer.com		

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / The marketing of energy to commercial and industrial customers.	

Page 1 of 1, records 1 to 1 of 1

ATTACHMENT D



State of New Hampshire

Department of State



Accepted Date: **08/24/2022**

Business Name: **NRG BUSINESS MARKETING**

Principal Office Address: **804 Carnegie Center, Princeton, NJ, 08540, USA**

RE: Acceptance of Trade Name Registration

This letter is to confirm the acceptance of the following Trade Name Registration:

Business ID: **908629**

Filing #: **5844981**

Expiration Date: **08/11/2027**

Effective Date: **08/11/2022**

Payment Transaction #: **20229990132896001**

Approximately six (6) months prior to the expiration date above, a renewal form will be sent to the address you provided. It is incumbent upon you to keep us informed of address or email changes to ensure the renewal form reaches you. There is no charge for address changes.

Please visit our website for helpful information regarding all your business needs.
If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below.
Please reference your Business ID in your communication.

Thank you,

New Hampshire Department of State
Corporation Division

State of New Hampshire

Department of State

CERTIFICATE OF REGISTERED TRADE NAME
OF
NRG BUSINESS MARKETING

This is to certify that **DIRECT ENERGY BUSINESS MARKETING, LLC** is registered in this office as doing business under the Trade Name **NRG BUSINESS MARKETING**, at **804 Carnegie Center, Princeton, NJ, 08540, USA** on **08/11/2022**

The nature of business is **Other / Retail energy gas supplier**

Expiration Date: **08/11/2027**

Business ID: **908629**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of August A.D. 2022.

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

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State

Filed
 Date Filed : 08/11/2022 04:14:17 PM
 Effective Date : 08/11/2022 04:14:17 PM
 Filing # : 5844981 Pages : 2
 Business ID : 908629
 David M. Scanlan
 Secretary of State
 State of New Hampshire

Form TN-1
 RSA 349

APPLICATION FOR REGISTRATION OF TRADE NAME

1: TRADE NAME

NRG BUSINESS MARKETING

2: PRINCIPAL OFFICE INFORMATION **804 Carnegie Center, Princeton, NJ, 08540, USA**

MAILING ADDRESS **804 Carnegie Center, Princeton, NJ, 08540, USA**

3: PRINCIPAL PURPOSE

NAICS CODE	NAICS SUBCODE
OTHER / Retail energy gas supplier	NONE

4: DATE OF TRADE NAME ORGANIZED **03/20/2013**

5-A : ENTITY APPLICANT

Direct Energy Business Marketing, LLC (690305)

804 Carnegie Center, Princeton, NJ, 08540, USA

Ryan Sullivan

Treasurer

SIGNATURE

TITLE

5-B : INDIVIDUAL APPLICANT

SIGNATURE

TITLE

5-C : TRADE NAME

SIGNATURE

TITLE

5-D : NON REGISTERED ASSOCIATION

SIGNATURE

TITLE

6: BUSINESS PHONE

609-524-4500

7: BUSINESS EMAIL

subsidiarymanagement@nrg.com

8: NOTIFICATION EMAIL

subsidiarymanagement@nrg.com

CERTIFY:

By checking this box and continuing, each signatory certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

EFFECTIVE DATE:

This statement shall be effective from: 08/11/2022

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

ATTACHMENT E

Addendum No.: 17
ADDENDUM
Rate Schedule: MN365AB

Deal No.: 001833

Maritimes & Northeast Pipeline, L.L.C.
(U.S.) Addendum Contract No.: 2777

Capacity Release Umbrella Agreement No.: 210378
Replacement Customer: DIRECT ENERGY BUSINESS MARKETING,LLC
Releasing Customer: NORTHERN UTILITIES INC
Releasing Customer's Contract No.: 210363
Begin Date Of Release: 01/01/2023
End Date Of Release: 10/31/2023

Rates: RESERVATION
U.S. \$0.4400
\$0.4400

Surcharges: No Surcharges

Maximum Daily Transportation Quantity (MDTQ): 762 (Dth)

Addendum No.: 17 (Con't)
ADDENDUM
Rate Schedule: MN365AB

Billable Quantities:

Service:

<u>From</u>	<u>To</u>	<u>Quantity</u>
		762

Specific Firm Point(s) of Receipt:

<u>Receipt Point/Measurement Point</u>	<u>MDRO</u>	<u>Effective From</u>	<u>Effective To</u>
30035	762	01/01/2023	10/31/2023

Specific Firm Point(s) of Delivery:

<u>M&R#</u>	<u>MDDO</u>	<u>Effective From</u>	<u>Effective To</u>
30028	762	01/01/2023	10/31/2023

Addendum No.: 17 (Con't)
ADDENDUM
Rate Schedule: MN365AB

Is this Capacity subject to right of recall? Yes

Recall Conditions (if applicable):

Recallable and Reputable; Notification Period(s): All Days, Timely, Early Evening, Evening, Intraday 1, Intraday 2, Intraday 3

CAPACITY MAY BE RECALLED AT RELEASERS DISCRETION

Are there any restrictions on released capacity? No

Restrictions (if applicable):

None

Was Maritimes & Northeast Pipeline L.L.C.'s default bid evaluation criteria used? Yes (Net Revenue)

Evaluation Criteria (if applicable):

None

Were contingent bids accepted? No

Contingency Comments (if applicable):

None

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

None

Rel Acpt Bid Basis: A (Abs. dollars & cents)

This Addendum, entered into, pursuant to Maritimes & Northeast Pipeline L.L.C.'s capacity release program and to the executed Capacity Release Umbrella Agreement between Maritimes & Northeast Pipeline L.L.C. and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

Deal No.: 044081
Algonquin Addendum Contract No.: 810580
Capacity Release Rate Schedule: AFT-E1

Replacement Customer: DIRECT ENERGY BUSINESS MARKETING,LLC
Releasing Customer: LIBERTY UTILITIES (NEW ENGLAND
Releasing Customer's Contract No.: 93007EC
Begin Date Of Release: 01/01/2023
End Date Of Release: 10/31/2023

Maximum Daily Transportation Quantity

PEAK	2,037 (Dth)
SUMMER	1,208 (Dth)
FALL SHOULDER	1,761 (Dth)
SPRING SHOULDER	1,761 (Dth)

Rates:

Maximum Rate:	Yes
Is this a release as a percent of Maximum Rate?	Yes
If yes, what percent?	100.0
Volumetric:	
Reservation Charge:	0.2825

Deal No.: 044081
Algonquin Addendum Contract No.: 810580
Capacity Release Rate Schedule: AFT-E1

Primary Point of Receipt

Maximum Daily Receipt Obligation

00210	ALGONQUIN - LAMBERTVILLE, NJ	SPRING SHOULDER	983
00210	ALGONQUIN - LAMBERTVILLE, NJ	FALL SHOULDER	983
00210	ALGONQUIN - LAMBERTVILLE, NJ	SUMMER	748
00210	ALGONQUIN - LAMBERTVILLE, NJ	PEAK	1,101
00211	TETCO - HANOVER (MORRIS,NJ)	SUMMER	460
00211	TETCO - HANOVER (MORRIS,NJ)	PEAK	936
00211	TETCO - HANOVER (MORRIS,NJ)	FALL SHOULDER	778
00211	TETCO - HANOVER (MORRIS,NJ)	SPRING SHOULDER	778

Deal No.: 044081
Algonquin Addendum Contract No.: 810580
Capacity Release Rate Schedule: AFT-E1

Primary Point of Delivery

Maximum Daily Delivery Obligation

00016	NEW ENGLAND GAS COMPANY FALL RIVER (BRISTOL,MA)	SPRING SHOULDER	1,761
00016	NEW ENGLAND GAS COMPANY FALL RIVER (BRISTOL,MA)	FALL SHOULDER	1,761
00016	NEW ENGLAND GAS COMPANY FALL RIVER (BRISTOL,MA)	PEAK	2,037
00016	NEW ENGLAND GAS COMPANY FALL RIVER (BRISTOL,MA)	SUMMER	1,208

Deal No.: 044081
Algonquin Addendum Contract No.: 810580
Capacity Release Rate Schedule: AFT-E1

Is this Capacity Subject to right of recall? Yes

Recall Conditions (if applicable):

Recallable and Reputtable; Notification Period(s): All Days, Timely, Early Evening, Evening, Intraday 1, Intraday 2, Intraday 3

RECALLABLE UPON 24 HOUR NOTICE.

Is this a permanent release? No

Other Comments

None

Rel Acpt Bid Basis: P (Percent of max rate)

This Addendum, entered into, pursuant to Algonquin's capacity release program and to the executed Capacity Release Umbrella Agreement between Algonquin and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

ATTACHMENT F

Complaints - Direct Energy Business Marketing, LLC
January 2021 - December 2022

Case Number	Status	Created Date	Date/Time Closed	State/Province	Commodity	Case Origin	Sub-category
04190738	Closed - Complete	2/17/2022 14:29	2/28/2022 19:35	NY	Gas	PUC	Billing Dispute
04310197	Closed - Complete	5/20/2022 11:32	5/23/2022 11:49	PA	Gas	PUC	Other Supplier Dispute
04386656	Closed - Complete	7/20/2022 12:43	8/1/2022 9:55	NY	Gas	PUC	Billing Dispute
04386292	Closed - Complete	7/20/2022 10:49	7/29/2022 12:37	NY	Gas	PUC	Billing Dispute
03966500	Closed - Complete	9/2/2021 11:38	9/14/2021 15:57	NY	Gas	PUC	Contract Dispute

ATTACHMENT G



Invoice #: [Redacted]
Account #: [Redacted]
Invoice Date: 02/07/2018
Payment Due Date: 02/22/2018

CUSTOMER INFORMATION

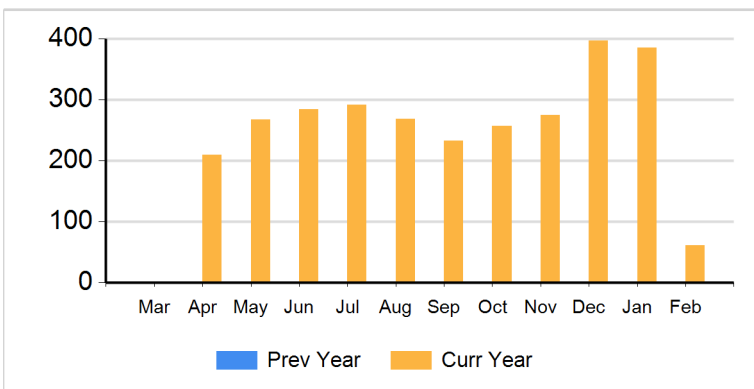
Company: [Redacted]

Attn: [Redacted]

Billing Address: [Redacted]

USAGE HISTORY

Monthly Gas (THERMS)



INVOICE SUMMARY

Table with 2 columns: Description and Amount. Rows include Previous Balance (\$435.59), Payment Received (\$626.52), Total Balance Forward (\$190.93), Adjustments (\$0.00), Late Payment Charge (\$0.00), Current Usage Charges (\$239.30), and Total Current Charges (\$239.30).

Amount Due by Feb 22, 2018 \$48.37

PAYMENT OPTIONS

- By mail: Remittance slip below
By web: myaccount.directenergy.com
By phone: 1-888-329-7906

QUESTIONS?

- Call Us: 1-888-925-9115
Fax Us: 1-866-421-0257
Email Us: CustomerRelations@directenergy.com
Visit Us: myaccount.directenergy.com

MESSAGE CENTER

GO PAPERLESS TODAY

Enroll in paperless billing today and help reduce your carbon footprint at directenergybusiness.com/paperless.

Detach here and return this portion with check or money order. Do not staple or fold.



Invoice #: [Redacted]
Account #: [Redacted]

Amount Due by Feb 22, 2018 \$48.37

Amount Enclosed

Please write your account number on your check or money order made payable to Direct Energy Business.

Check Remittance To:
Direct Energy Business
P.O. Box 32179
New York, NY 10087-2179

IF YOU SUSPECT A NATURAL GAS LEAK, SMELL GAS OR HAVE ANY OTHER GAS RELATED EMERGENCIES, PLEASE DIAL 911 OR CONTACT YOUR LOCAL DISTRIBUTION UTILITY COMPANY.

GENERAL INFORMATION

If you end your service with Direct Energy prior to the end of your agreement term, you may be charged an early termination fee. Please refer to your agreement for additional information.

In the event that the Term of your Agreement has expired, your account will be invoiced at a Market Based Rate or dropped.

DEFINITIONS

Board of Public Utilities – State agency responsible for regulating local utility companies. (May also be called Public Service Commission).

Burner Tip – Point where natural gas is ultimately used by the customer (the meter).

CCF – 100 cubic feet. This is a measure of gas usage.

City Gate – Physical connection of an interstate pipeline and the pipeline of the local natural gas utility.

Commodity Charge – The cost of natural gas provided to you during the billing period.

GSA (Gas Settlement Adjustment) – charge or credit for the value of natural gas usage that differs from contracted volume.

Late Payment Charges – Charges for payment of a billed amount after the due date specified on the customer's invoice. Late payment charges may apply as specified in your contract with Direct Energy.

DEFINITIONS CONTINUED

Line Loss – The difference between the amount of natural gas brought to the city gate, versus the amount of natural gas usage report at the meter (burner tip). Line loss was previously included in your local pricing. Line loss is a regulated charge based on percentages determined by each utility to compensate for the utility's pipeline system loss.

Local Distribution Company (LDC) Charges – The fee assessed by the local utility for delivery of natural gas to the customer's home or business through the utility's distribution lines. In most cases this charge is billed separately by the utility.

MCF – 1,000 cubic feet or 10 CCFs. This is a measure of gas usage.

Meter – A device for measuring levels and volumes of a customer's natural gas usage. The local utility retains responsibility for reading and maintaining these meters.

MMBTU – Million British thermal units, which is a heating equivalent measure for natural gas and is an alternative measure of natural gas reserves.

Service Period – The time period associated with when the Utility reads or estimates the customer's natural gas usage for billing purposes. The customer's service period is established by the Utility.

Therm – One hundred thousand (100,000 British thermal units (1 Therm=100,000 BTU).

COPY

Service Period:01/05/2018-02/05/2018

Description	Deal ID	Date From-To	Volume	UOM	Unit Price	Total
Commodity		01/05/18-02/05/18	39.23	MMBTU	\$6.10	\$239.30
Total :			39.23			\$239.30

Serv Loc ID: [REDACTED]
Utility Name: Northern Util New Hampshire
Pool/Point: Northern NH DCQ Pool
Utility Acct #: [REDACTED]
PO #:
Service to: [REDACTED]

Total for Service Period :	\$239.30
Total for Account :	\$239.30

ATTACHMENT H

This Commodity Master Agreement ("CMA") among **Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business,** (collectively "Seller"), each a Delaware limited liability company, and _____ ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of _____.

1. Transactions: The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations

A. Material Usage Deviation: If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (h) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: _____

SELLER: Direct Energy Business, LLC
Direct Energy Business Marketing, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



NEW HAMPSHIRE CUSTOMER DISCLOSURE STATEMENT

To the Commodity Master Agreement between
Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and

Competitive Natural Gas Supplier ("CNGS") Information	Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, 194 Wood Avenue South, Second Floor, Iselin, NJ 08830 Phone: 1-800-437-7872; Website: business.directenergy.com
Commission Information	For general inquiries related to your rights and responsibilities, contact the New Hampshire Public Utility Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (800) 852-3793.
Fixed or Variable Price	The "Purchase Price" is individually tailored and negotiated. For the exact price, please see the "Purchase Price" Section in the attached Transaction Confirmation.
Billing, Payment Date and Amount of Late Payment Fee	"Section 4. Billing and Payment" sets forth the billing terms, payment due date, the Interest Rate for late payments and the calculation of any costs incurred in collecting payment. For the specific text contained in this provision, please see Section 4 of the Agreement.
Length of the agreement and end date	The Agreement may only terminate upon notice (provided that notice is not required in a Bankruptcy situation). The "Delivery Period" is individually tailored and negotiated. For the exact length of the Transaction and end date, please see the "Delivery Period" Section and/or the "Special Provisions" Section in the attached Transaction Confirmation. The Customer may change its CNGS, upon the requisite notice at the end of the "Delivery Period," as stated the "Delivery Period" Section and/or the "Special Provisions" Section in the attached Transaction Confirmation. However, there are no contractual rights to rescind during the Delivery Term without penalty or without calculation of a Close-out Value or Net Settlement Amount.
Amount of Early Termination Fee and method of Calculation	In "Section 12. Remedies" of the Agreement the non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-out Value for each Transaction and aggregate all amounts owing between the parties under this Agreement or any other energy-related agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement.
Dispute Resolution	"Section 6. Disputes" of the Agreement provides for the dispute resolution procedure available under the Agreement.
Deposit Requirements	Deposit requirements are individually tailored and negotiated. For specific information regarding deposits, please see the "Special Provisions" Section in the attached Transaction Confirmation and/or "Section 10. Financial Responsibility" of the Agreement.
Confidential Customer	Direct Energy will not release confidential information about Buyer without

Information	Buyer's written consent. Please see the Special Provisions" Section in the attached Transaction Confirmation for type of information Direct Energy will not disclose.
Buyer's Initials: _____ Direct Energy Business Marketing, LLC d/b/a Direct Energy Business Initials _____	



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
194 Wood Avenue South, Second Floor, Iselin, NJ
08830 1.888.925.9115
www.directenergy.com

Date:02/08/2023

Time:6:43 AM

Proposal ID: [REDACTED]

Marketer Name: [REDACTED]

CUSTOMER INFORMATION

Customer Name: [REDACTED] New Renew

Contact Name: [REDACTED] Billing Contact: _____

Address: [REDACTED] Billing Address: _____

Telephone: [REDACTED] Fax: _____ Telephone: _____ Fax: _____

Email: _____

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated February 26, 2016 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

DELIVERY PERIOD

Begin:04/01/2026

End: 03/31/2027

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

Energy North / ENER TGP DCQ

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

<u> </u>	Daily	<u> X </u>	Monthly		
April		1995		October	1100
May		689		November	2337
June		55		December	3200
July		33		January	3644
August		35		February	3450
September		125		March	2780

PURCHASE PRICE

Please initial option desired:

Fixed Price : \$10.201/MMBTU Nymex Plus : \$5.736/MMBTU

SPECIAL PROVISIONS

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$5.736/MMBTU, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond, the Delivery Period.

Buyer's "Responsible Trigger Contact(s)" have been identified as [REDACTED]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@NRG.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

NEW HAMPSHIRE:

In case of emergencies or leaks please contact your local Utility directly. For inquiries related to your purchase please contact Seller at the address above or CustomerRelations@NRG.com. For general inquiries related to your rights and responsibilities, contact the New Hampshire Public Utility Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (800) 852-3793.

Upon any discontinuance of service by Seller and upon at least thirty (30) days prior notice, Seller will return the Buyer to full Utility service by the next Utility permitted drop date, provided that the Utility has not disconnected delivery service. If the Utility disconnects delivery of the service then effective immediately, Seller will not be responsible to provide Gas or any service under the Transaction. Buyer has the right to change Competitive Natural Gas Suppliers, subject to the terms of this Agreement.

Seller will not release confidential information about Buyer without Buyer's written consent, except as provided in the Agreement. For purposes of this Transaction, confidential information includes: (1) Buyer's name, address and telephone number; (2) usage data; and (3) Buyer's payment information. Buyer has the right to switch suppliers; however doing so prior to end of Delivery Period will be considered a default under this Agreement

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$10.201 / MMBTU

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

Full Plant Requirement – No GSA

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

Non-Exempt

Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

<p>Buyer: [REDACTED]</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Seller: Direct Energy Business Marketing, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Proposal ID: [REDACTED]</p> <p>Internal ID: [REDACTED]</p>
---	---



NEW HAMPSHIRE CUSTOMER DISCLOSURE STATEMENT

To the Commodity Master Agreement between
Direct Energy Business Marketing, LLC d/b/a Direct Energy Business and
[REDACTED]

Competitive Natural Gas Supplier ("CNGS") Information	Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, 194 Wood Avenue South, Second Floor, Iselin, NJ 08830 Phone: 1-800-437-7872; Website: business.directenergy.com
Commission Information	For general inquiries related to your rights and responsibilities, contact the New Hampshire Public Utility Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (800) 852-3793.
Fixed or Variable Price	The "Purchase Price" is individually tailored and negotiated. For the exact price, please see the "Purchase Price" Section in the attached Transaction Confirmation.
Billing, Payment Date and Amount of Late Payment Fee	"Section 4. Billing and Payment" sets forth the billing terms, payment due date, the Interest Rate for late payments and the calculation of any costs incurred in collecting payment. For the specific text contained in this provision, please see Section 4 of the Agreement.
Length of the agreement and end date	The Agreement may only terminate upon notice (provided that notice is not required in a Bankruptcy situation). The "Delivery Period" is individually tailored and negotiated. For the exact length of the Transaction and end date, please see the "Delivery Period" Section and/or the "Special Provisions" Section in the attached Transaction Confirmation. The Customer may change its CNGS, upon the requisite notice at the end of the "Delivery Period," as stated the "Delivery Period" Section and/or the "Special Provisions" Section in the attached Transaction Confirmation. However, there are no contractual rights to rescind during the Delivery Term without penalty or without calculation of a Close-out Value or Net Settlement Amount.
Amount of Early Termination Fee and method of Calculation	In "Section 12. Remedies" of the Agreement the non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-out Value for each Transaction and aggregate all amounts owing between the parties under this Agreement or any other energy-related agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement.
Dispute Resolution	"Section 6. Disputes" of the Agreement provides for the dispute resolution procedure available under the Agreement.
Deposit Requirements	Deposit requirements are individually tailored and negotiated. For specific information regarding deposits, please see the "Special Provisions" Section in the attached Transaction Confirmation and/or "Section 10. Financial Responsibility" of the Agreement.
Confidential Customer	Direct Energy will not release confidential information about Buyer without

Information	Buyer's written consent. Please see the Special Provisions" Section in the attached Transaction Confirmation for type of information Direct Energy will not disclose.
Buyer's Initials: _____ Direct Energy Business Marketing, LLC d/b/a Direct Energy Business Initials _____	



Direct Energy Business Marketing, LLC
 d/b/a Direct Energy Business
 194 Wood Avenue South, Second Floor, Iselin, NJ
 08830 1.888.925.9115
www.directenergy.com

Date:01/12/2023

Time:8:28 AM

Proposal ID: [REDACTED]

Marketer Name: [REDACTED]

CUSTOMER INFORMATION

Customer Name: [REDACTED] New Renew

Contact Name: [REDACTED] Billing Contact: _____

Address: [REDACTED] Billing Address: _____

Telephone: [REDACTED] Fax: [REDACTED] Telephone: _____ Fax: _____

Email: _____

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Base Agreement For the Purchase And Sale Of Natural Gas between Buyer and Seller dated January 12, 2023 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
[REDACTED]	[REDACTED]	[REDACTED]

DELIVERY PERIOD

Begin:12/01/2024

End: 11/30/2025

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

Energy North / ENER TGP DAILY

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for

purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

_____	Daily	<u>X</u>	Monthly		
December		1025		June	24
January		1205		July	10
February		1040		August	10
March		848		September	61
April		460		October	293
May		165		November	677

PURCHASE PRICE

Fixed Price : \$11.095/MMBTU

SPECIAL PROVISIONS

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

NEW HAMPSHIRE:

In case of emergencies or leaks please contact your local Utility directly. For inquiries related to your purchase please contact Seller at the address above or CustomerRelations@NRG.com. For general inquiries related to your rights and responsibilities, contact the New Hampshire Public Utility Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (800) 852-3793.

Upon any discontinuance of service by Seller and upon at least thirty (30) days prior notice, Seller will return the Buyer to full Utility service by the next Utility permitted drop date, provided that the Utility has not disconnected delivery service. If the Utility disconnects delivery of the service then effective immediately, Seller will not be responsible to provide Gas or any service under the Transaction. Buyer has the right to change Competitive Natural Gas Suppliers, subject to the terms of this Agreement.

Seller will not release confidential information about Buyer without Buyer's written consent, except as provided in the Agreement. For purposes of this Transaction, confidential information includes: (1) Buyer's name, address and telephone number; (2) usage data; and (3) Buyer's payment information. Buyer has the right to switch suppliers; however doing so prior to end of Delivery Period will be considered a default under this Agreement

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$11.095 / MMBTU

Gas Settlement Adjustment and No Swing: For each month of the Delivery Period, Buyer will pay the Purchase Price for the Contract Quantities plus the following settlements and adjustments as applicable. "Contract Quantity" means the volumes specified above.

If the Actual Quantity is more than the Contract Quantity, then the Purchase Price for each additional Dth of Actual Quantity will be a) the Index Based Rate GD-Tennessee, zone 6 del. North plus \$3.000 for November through March; or b) the Index Based Rate GD-Tennessee, zone 6 del. North plus \$0.250 for April through October. If the Actual Quantity is less than the Contract Quantity, then Seller will credit Buyer at (a) the Index Based Rate GD-Tennessee, zone 6 del. North minus \$0.300 for November through March; or b) the Index Based Rate GD-Tennessee, zone 6 del. North minus \$0.150 for April through October for each Dth under the Contract Quantity. However, in the case of a Pipeline and/or Utility curtailment, Operational Flow Order (OFO) or Operational Matching Order (OMO), Seller may, at its discretion, adjust the Index Based Rate to a commercially reasonable replacement rate solely for the duration of the event.

The "Index Based Rate" is the applicable rate indicated above as published in Platts Gas Daily.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

Non-Exempt

Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer: [REDACTED]

Seller: Direct Energy Business Marketing, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Proposal ID: [REDACTED]

Internal ID: [REDACTED]

ATTACHMENT I

Response to PUC 3006.01(t)

Does the applicant have any agreements with aggregators to provide service in New Hampshire?

If the response to the question above is "Yes", please confirm that the applicant has verified that the aggregator(s) with which it has agreement(s) has registered as a natural gas aggregator in New Hampshire.

[Redacted]

Response to PUC 3003.04(c)

For renewal applications, provide, on a confidential basis, a report listing any aggregators currently using the CNGS to provide service to New Hampshire customers, and the number of customers served by each listed aggregator.

[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[REDACTED]

ATTACHMENT J

SURETY RIDER

To be attached to and form a part of

Bond No. 8239-86-46

Type of

Bond: License Bond

dated

effective 03/28/2018
(MONTH-DAY-YEAR)

executed by Direct Energy Business Marketing, LLC
(PRINCIPAL)

, as Principal,

and by Federal Insurance Company

, as Surety,

in favor of New Hampshire Public Utilities Commission
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing Bond to add the following: The New Hampshire Public Utilities Commission may draw upon this financial security instrument if and when the Company has failed to make required payment(s) and/or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission.

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider


is effective 01/23/2023
(MONTH-DAY-YEAR)

Signed and Sealed 01/23/2023
(MONTH-DAY-YEAR)

Direct Energy Business Marketing, LLC
(PRINCIPAL)

By: 
(PRINCIPAL)

Federal Insurance Company
(SURETY)

By: 
(ATTORNEY-IN-FACT) Mark W. Edwards, II



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
 Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freell, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 27th day of April, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
 County of Hunterdon

SS.

On this 27th day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
 NOTARY PUBLIC OF NEW JERSEY
 No. 2316685
 Commission Expires July 16, 2024

Katherine J. Adelaar
 Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **January 23, 2023.**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
 Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

INCREASE RIDER

To be attached to and form part of Bond Number 8239-86-46 effective

03/28/2018 issued by the Federal Insurance Company

in the amount of Three Hundred Fifty Thousand Dollars And

Zero Cents DOLLARS (\$ 350,000.00),

on behalf of Direct Energy Business Marketing, LLC,

as Principal and in favor of the New Hampshire Public Utilities Commission,

as Obligee.

Now therefore, it is agreed that:

We, Federal Insurance Company,
Surety on the above bond, hereby stipulate and agree that from and after the effective date of this
Stipulation, the Penalty of said Bond shall be Increased

FROM: Three Hundred Fifty Thousand Dollars And Zero Cents (\$ 350,000.00)

TO: Five Hundred Thousand Dollars And Zero Cents (\$ 500,000.00)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.


This rider is to be effective the 1st Day of July, 2023.

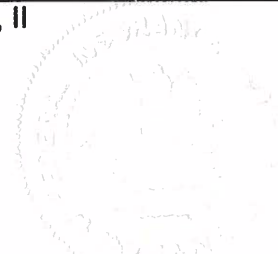
Signed, Sealed and Dated this 23rd Day of January, 2023.

Direct Energy Business Marketing, LLC
(Principal)

By: 

Federal Insurance Company
(Surety)

By: 
Mark W. Edwards, II Attorney-In-Fact





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
 Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freell, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 27th day of April, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
 County of Hunterdon

SS.

On this 27th day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
 NOTARY PUBLIC OF NEW JERSEY
 No. 2316685
 Commission Expires July 16, 2024

Katherine J. Adelaar
 Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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

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

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **January 23, 2023.**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
 Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

For Natural Gas Supplier

CONTINUATION CERTIFICATE

The Federal Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 8239-86-46 in the sum of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) Dollars, on

behalf of Direct Energy Business Marketing, LLC

in favor of New Hampshire Public Utilities Commission

subject to all the conditions and terms thereof through July 1, 2023 to January 1, 2029 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 23rd day of January, 2023.

Direct Energy Business Marketing, LLC

By: 
Principal

Federal Insurance Company
Surety

By: 
Mark W. Edwards II, Attorney-in-Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 27th day of April, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 27th day of April, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

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- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
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- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

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

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **January 23, 2023**.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com