



April 21, 2017

VIA ELECTRONIC FILING AND OVERNIGHT DELIVERY

NHPUC 25APR'17AM9:40

Debra A. Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

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

Dear Ms. Howland,

Please find enclosed the supplement information request for NextEra Energy Services New Hampshire, LLC CEPS Registration Renewal.

Please find enclosed the following:

- Proof of completion of EDI training and testing with New Hampshire Electric Cooperative, Inc. (NHEC)
 - Attached NES-NH NHEC Test Acceptance Form.
- Evidence of ability to obtain energy supply.
 - Attached are a List of NEPOOL Current Members and the contract between NextEra Energy Marketing, LLC and NextEra Energy Services New Hampshire, LLC. Please note NextEra Power Energy Marketing, LLC changed its name to NextEra Energy Marketing, LLC, as listed in the NEPOOL Members list. The paperwork showing the name change in New Hampshire has also been provided.

If you have any questions or require any additional information, please contact me at (713) 401-5936, or by email at aundrea.williams@nexteraenergyservices.com.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Aundrea Williams".

Aundrea Williams
Assistant Vice President, Regulatory Affairs

NextEra Energy Services, LLC

20455 State Highway 249, Suite 200, Houston, Texas 77070

Test Acceptance Form

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

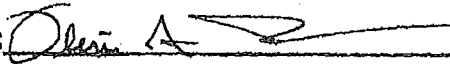
Subject to finalization of bilateral agreements between Gexa Energy and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, Gexa Energy may submit customer enrollment transactions electronically to NHEC beginning on July 30, 2010.

NHEC will not be able to process any transactions until Gexa Energy has completed asset registration with ISO-NE and ISO-NE has set an implementation date for and established GEXA Energy's NHEC assigned load assets in NHEC's Metering Domains.

Competitive Supplier Company: Gexa Energy

Competitive Supplier Business Contact Signature: 

Date of Test Acceptance: 8/9/10

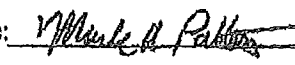
Competitive Supplier Technical Contact Signature: 

Date of Test Acceptance: 8/10/10

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: 

Date of Test Acceptance: 7/29/2010

Distribution Company Technical Contact Signature: 

Date of Test Acceptance: 7/29/2010



NEW ENGLAND POWER POOL

Current Members

HOME ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS X IMAPP

Pre-Printed Rosters: Sector Roster Alphabetical (by Voting Member) Alphabetical (2d RNA)

Abest Power & Gas, LLC
Acadia Center
Acushnet Company
Aesir Power Services LLC
Agera Energy LLC
Algonquin Energy Services Inc
Alphataraxia Nickel LLC
Ambit Northeast LLC
Ameresco CT LLC
American PowerNet Management, LP
AmericaWide Energy, LLC
Amersand Energy Partners LLC
Anbaric Management LLC
Anthony, Christopher M.
Antrim Wind Energy LLC
Archer Energy, LLC
Ashburnham Municipal Light Plant
Aspirity Energy, LLC
Associated Industries of Massachusetts
Astral Energy LLC
Athens Energy LLC
Atlantic Energy MA, LLC
Avangrid Renewables, LLC
Backyard Farms, LLC
Backyard Farms Energy, LLC
Bath Iron Works Corporation
BBPC LLC d/b/a Great Eastern Energy
Beacon Falls Energy Park, LLC
Bear Swamp Power Company LLC
Belmont Municipal Light Department
Berkshire Power Company, LLC
Berlin Station, LLC
Black Bear Hydro Partners, LLC
Blackstone Hydro, Inc.
Bloom Energy Corporation
Blue Sky East, LLC
Blue Sky West, LLC
BlueRock Energy, Inc.
BNP Paribas Energy Trading GP
Boston Energy Trading and Marketing
Boylston Municipal Light Department
BP Energy Company
Braintree Electric Light Department
Brayton Point Energy, LLC
Bridgewater Power Company L.P.
Brookfield Energy Marketing Inc.
Brookfield Energy Marketing LP
Brookfield Renewable Energy Mkt'g US
Brookfield White Pine Hydro LLC
Brown Bear II Hydro, Inc.
Bucksport Generation LLC
Burlington Electric Department
C.N. Brown Electricity, LLC
Calpine Energy Services, LP
Calpine Energy Solutions, LLC
Canandaigua Power Partners, LLC
Cape Light Compact
Cargill Power Markets, LLC
Castleton Comm. Merchant Trading
Central Maine Power Company
Centre Lane Trading Limited
Champion Energy Marketing LLC
Champlain VT, LLC
Chester Municipal Light Department
CHI Power Marketing, Inc.
Chicopee Municipal Lighting Plant
Choice Energy LLC
Citigroup Energy Inc.
CleanChoice Energy, Inc.
Clear Choice Energy, LLC
CLEAResult Consulting Inc.
Clearview Electric Inc.
Commonwealth of Massachusetts
(Div. of Capital Asset Management)
Commonwealth Resource Management
Corporation
Competitive Energy Services, LLC
Concord Municipal Light Plant
Conn. Central Energy, LLC
Conn. Gas & Electric, Inc.
Conn. Jet Power LLC
Conn. Light and Power Company d/b/a
Eversource Energy
Conn. Materials Innovations & Recycling
Authority
Conn. Municipal Electric Energy Coop.
Conn. Office of Consumer Counsel
Conn. Transmission Municipal Electric
Energy Coop.
Conservation Law Foundation
Consolidated Edison Co. of NY, Inc.
Consolidated Edison Development, Inc.
Consolidated Edison Energy, Inc.

Danvers Electric Division
Darby Energy, LLLP
Dartmouth Power Associates, LP
DC Energy, LLC
Deepwater Wind Block Island LLC
Devon Power LLC
Devonshire Energy LLC
DFC ERG CT, LLC
Direct Energy Business, LLC
Direct Energy Business Marketing, LLC
Discount Power, Inc.
Dominion Energy Marketing, Inc.
Dominion Nuclear Connecticut, Inc.
DTE Energy Trading, Inc.
Dynasty Power Inc.
Dyneegy Marketing and Trade LLC
East Avenue Energy LLC
EDF Energy Services, LLC
EDF Trading North America, LLC
eCapital Investments LLC
Electricity Maine, LLC
Electricity N.H., LLC d/b/a ENH Power
Elektrisola, Inc.
Eligo Energy, LLC
Emera Energy Services Sub. No. 1 LLC
Emera Energy Services Sub. No. 2 LLC
Emera Energy Services Sub. No. 3 LLC
Emera Energy Services Sub. No. 4 LLC
Emera Energy Services Sub. No. 5 LLC
Emera Energy Services Sub. No. 6 LLC
Emera Energy Services Sub. No. 7 LLC
Emera Energy Services Sub. No. 8 LLC
Emera Energy Services Sub. No. 9 LLC
Emera Energy Services Sub. No. 10 LLC
Emera Energy Services Sub. No. 11 LLC
Emera Energy Services Sub. No. 12 LLC
Emera Energy Services Sub. No. 13 LLC
Emera Energy Services Sub. No. 14 LLC
Emera Energy Services Sub. No. 15 LLC
Emera Maine Inc.
EmpireCo Limited Partnership
Energy Management, Inc.
Energy New England LLC
Energy Federation Inc.
Energy GPS LLC
Energy Plus Holdings LLC
EnerNOC, Inc.
Enerwise Global Technologies, Inc.
d/b/a CPower
Engelhart CTP (US) LLC
ENGIE Energy Marketing NA, Inc.
ENGIE Resources LLC
Entergy Nuclear Power Marketing LLC
Entrust Energy East, Inc.
Envapower, Inc.
Epic USA, Inc.
ESI Northeast Energy GP, Inc. Essential
Power, LLC
Essential Power Massachusetts, LLC
Essential Power Newington, LLC
ETC Endure Energy, LLC
Evergreen Wind Power II, LLC
Evergreen Wind Power III, LLC
EverPower Commercial Services LLC
Eversource Energy Transmission
Ventures, Inc.
Everyday Energy, LLC
Exelon Generation Company, LLC
Fairchild Energy, LLC
Fairpoint Energy, LLC
Farhad Aminpour
First Point Power, LLC
First Wind Energy Marketing, LLC
Firstlight Power Resources
Management, LLC
Fisher Road Solar I LLC
Fitchburg Gas and Electric Light Co.
Food City, Inc.
Footprint Power Salem Harbor
Development
FPL Energy Mason, LLC
FPL Energy Wyman, LLC
FPL Energy Wyman IV, LLC
Freeport Commodities, LLC
Galt Power Inc.
Garland Manufacturing Company
Garland Power Company
Gas Recovery Systems, LLC
GBE Power Inc.
GenBright, LLC
GenConn Energy LLC
GenOn Energy Management, LLC
Georgetown Municipal Light Dept'

H.Q. Energy Services (U.S.) Inc.
Hammond Belgrade Energy LLC
Hammond Lumber Company
Hampshire Council of Governments
Hancock Wind, LLC
Hanover, NH (Town of)
Harborside Energy of Massachusetts
Harvard Dedicated Energy Limited
Hess Corporation
High Liner Foods (USA) Incorporated
HIKO Energy, LLC
Hingham Municipal Lighting Plant
Holden Municipal Light Department
Holyoke Gas & Electric Department
Howard Wind LLC
Hudson Energy Services, LLC
Hudson Light and Power Department
Hull Municipal Lighting Plant
Icetec Energy Services, Inc.
IDT Energy, LLC
Indeck Energy-Alexandria, LLC
Independence Energy Group LLC
Industrial Energy Consumer Group
Industrial Power Services Corporation
Inertia Power III LP
Inspire Energy Holdings, Inc.
Interstate Gas Supply, Inc.
Invenery Energy Management LLC
Ipswich Municipal Light Department
J. Aron & Company
J.F. Gray & Associates, LLC
Jericho Power LLC
Just Energy (U.S.) Corp.
Kendall Green Energy LLC
Kimberly-Clark Corporation
King Forest Industries, Inc.
Kleen Energy Systems, LLC
Liberty Power Delaware LLC
Liberty Power Holdings, LLC
Liberty Utilities (Granite State Electric)
LifeEnergy, LLC
Linde Energy Services, Inc.
Littleton (MA) Electric Light Dept'
Littleton (NH) Water and Light Dept'
Long Island Lighting Co. d/b/a LIPA
Longfellow Wind, LLC
Longreach Energy, LLC
Longwood Medical Energy
Collaborative, Inc.
Lotus Danbury LMS100 One, LLC
Lotus Danbury LMS100 Two, LLC
MA Operating Holdings, LLC
Macquarie Energy, LLC
Madison Electric Works
MAG Energy Solutions, Inc.
Maine Power LLC
Maine Public Advocate Office
Maine Skiing, Inc.
Major Energy Electric Services
Manchester Methane, LLC
Mansfield Municipal Electric Dept'
Marble River, LLC
Marblehead Municipal Light Dept'
Mass Solar I, LLC
Mass. Office of the Attorney General
Mass. Bay Transportation Authority
Mass. Development Finance Agency
Mass. Electric Company
Mass. Gas and Electric, Inc.
Mass. Municipal Wholesale Electric Co.
Mass. Port Authority
MATEP LLC
McGill St-Laurent Inc.
Mega Energy Holdings, LLC
Mercuria Energy America, Inc.
Merrill Lynch Commodities, Inc.
Merrimack Municipal Light Department
Messalonskee Stream Hydro, LLC
Mid-Maine Waste Action Corporation
Middleborough Gas and Electric Dept'
Middleton Municipal Electric Dept'
Middletown Power LLC
Millennium Power Partners, LP
Mint Energy, LLC
Montville Power LLC
Moore Company, The
Moore Energy LLC
Morgan Stanley Capital Group, Inc.

Nalcor Energy Marketing
Narragansett Electric Company
National Gas & Electric, LLC
Natural Resources Defense Council
NEPM II, LLC
New Brunswick Energy Mktg. Corp.
New England Confectionery Co. Inc.
New England Energy Connection, LLC
New England Power Company
New England Wire Technologies Corp.
New Hampshire Electric Coop., Inc.
New Hampshire Industries, Inc.
NH Office of Consumer Advocate
New Hampshire Transmission, LLC
New York State Electric & Gas, Inc.
NextEra Energy Marketing, LLC
NextEra Energy Maine, Inc.
NextEra Energy Resources, LLC
NextEra Energy Seabrook LLC
Niagara Wind Power, LLC
Noble Americas Gas & Power Corp.
Noble Environmental Power, LLC
Nordic Energy Services, LLC
North America Power Partners LLC
North American Power and Gas, LLC
North Attleborough Electric Dept'
Northern States Power Company
Norwalk Power LLC
Norwood Municipal Light Department
NRG Canal LLC
NRG Curtailment Solutions, Inc.
NRG Power Marketing, LLC
NSTAR Electric Company d/a/a
Eversource Energy
NTE Connecticut, LLC
Number Nine Wind Farm LLC
Oasis Power, LLC d/b/a Oasis Energy
Ontario Power Gen. Energy Trading
Ontario Power Generation Inc.
Pacific Summit Energy, LLC
Palanco Power CT, LLC
Palanco Power MA, LLC
Parkview Adventist Medical Center
Pascoag Utility District
Patriot Partnership LLC
Pawtucket Power Holding Company
Paxton Municipal Light Department
Peabody Municipal Light Plant
Peninsula Power, LLC
Perigee Energy, LLC
Pioneer Hydro Electric Co., Inc.
Plainfield Renewable Energy, LLC
Plant-E Corp.
Plymouth Rock Energy, LLC
PNE Energy Supply LLC
Power Bidding Strategies, LLC
Power Supply Services, LLC
PowerOptions, Inc.
Praxair, Inc.
Princeton Municipal Light Department
Provider Power Mass, LLC
PSEG Energy Resources & Trade LLC
PSEG New Haven LLC
Public Power, LLC
Public Service Co. of New Hampshire
d/a/a Eversource Energy
Putnam Hydropower, Inc.
Rainbow Energy Marketing
Corporation
RBC Energy Services LP
Reading Municipal Light Plant
Record Hill Wind LLC
ReEnergy Stratton Energy LLC
Reliant Energy Northeast LLC
REP Energy LLC
Repsol Energy North American Corp.
Residents Energy, LLC
Rhode Island Engine Genco, LLC
Rhode Island State Energy Center, LP
Rocky Gorge Corporation
Roctop Investments Inc.
Rowley Municipal Light Plant
Royal Bank of Canada
Russell Municipal Light Department

ISO-NE CAMS:

Saint Anselm College
Saracen Energy East LLC
Saracen Power LLC
Seneca Energy II, LLC
SFE Energy Connecticut LLC
SFE Energy Massachusetts LLC
Shell Energy North America (US) L.P.
Shipley Choice, LLC
d/b/a Shipley Energy
Shipyard Brewing Co., LLC
Shipyard Energy LLC
Shrewsbury Electric & Cable Operations
SmartEnergy Holdings LLC
Solea Energy, LLC
Somerset Power LLC
South Hadley Electric Light Department
South Jersey Energy Company
South Jersey Energy ISO1, LLC
Spark Energy, LP
Springfield Power LLC
Spruce Mountain Wind, LLC
SRECTrade, Inc.
Starion Energy, Inc.
Sterling Municipal Electric Light Dept'
Stetson Holdings, LLC
Stetson Wind II, LLC
Stored Solar J&WE, LLC
Stowe Electric Department
Sunwave USA Holdings, Inc.
Sustaining Power Solutions LLC
SWEB Development USA, LLC
Swift River Trading Company LLC
Talen Energy Marketing, Inc.
Tangent Energy Solutions, Inc.
Taunton Municipal Lighting Plant
TCPL Power Ltd.
TEC Energy, Inc.
Templeton Municipal Lighting Plant
Tenaska Power Services Co.
Texas Retail Energy, LLC
The Energy Consortium
The Energy Council of Rhode Island
Titan Gas LLC
Town of New Shoreham, Rhode Island
Town Square Energy, LLC
TrailStone Power, LLC
TransAlta Energy Marketing (U.S.) Inc.
TransCanada Energy Ltd.
TransCanada Power Marketing Ltd.
Twin Eagle Resource Management, LLC
UIJL Distributed Resources, LLC
Uncia Energy, LP - Series G
Union Atlantic Electricity, Inc.
Union of Concerned Scientists, Inc.
Uniper Global Commodities North
America LLC
United Illuminating Company
Unitil Energy Systems, Inc.
UNTITL Power Corp.
University of Massachusetts at Amherst
University System of New Hampshire
Utility Expense Reduction LLC
Utility Services, Inc.
VCharge Inc.
Verde Energy USA, Inc.
Vermont Electric Cooperative
Vermont Electric Power Company, Inc.
Vermont Energy Investment Corp.
Vermont Public Power Supply Authority
Vermont Transco LLC
Vermont Wind
Verso Energy Services, LLC
Viridian Energy, LLC
Viridity Energy, Inc.
Vitol Inc.
Wakefield Municipal Gas and Light Dept'
Wallingford, CT, DPU, Electric Division
Wallingford Energy II, LLC
Waterbury Generation LLC
Waterside Power, LLC
Wellesley Municipal Light Plant
West Boylston Municipal Lighting Plant
Western Massachusetts Electric Co.
d/a/a Eversource Energy
Westfield Gas & Electric Light Dept'
Wheelabrator Bridgeport, LP
Wheelabrator North Andover, Inc.
WM Renewable Energy, LLC
Wolfeboro Municipal Electric Department
Wolverine Holdings, L.P.
XOOM Energy LLC
Yes Energy, LLC
Z-TECH, LLC

NESNH002

4/11/2017

ENERGY MANAGEMENT AND PURCHASE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

(b) If to Counterparty:

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

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

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

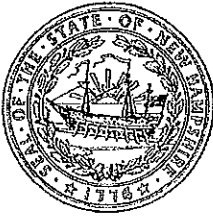
NextEra Energy Power Marketing, LLC

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

NextEra Energy Services New Hampshire, LLC

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





**State of New Hampshire
Department of State**



1/18/2017 2:57:19 PM

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

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

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

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

Sincerely,
Corporation Division

Business ID: 420466
Filing No: 3497957

State of New Hampshire

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

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

APPLICATION FOR AMENDED REGISTRATION FOR FOREIGN LIMITED LIABILITY COMPANY

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

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

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

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

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

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

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

*Signature: Melissa A. Plotsky

Print or type name: Melissa A. Plotsky, Secretary

Title: NextEra Energy Resources, LLC, sole member

Date signed: January 9, 2017

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

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

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

Form FLLC-2 (9/2015)

NESNH008