

May 11, 2017

VIA ELECTRONIC FILING AND OVERNIGHT DELIVERY

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

RE: DM 17-060 - NextEra Energy Services New Hampshire, LLC CEPS Registration Renewal – Supplemental Information - Contracts

Dear Ms. Howland.

Please find enclosed the requested supplemental information for NextEra Energy Services New Hampshire, LLC's CEPS Registration Renewal.

Please find enclosed the following:

• A copy of each contract to be used for residential and small commercial customers.

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,

Aundrea Williams

Assistant Vice President, Regulatory Affairs

Landren Williams

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

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

Disclosure Statement

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

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

Average Prices:	The information in the following table is required by the New Hampshire Public Utilities Commission and shows the average price per kWh for electricity at different usage levels where a supplier imposes a flat fee or charge, such as a monthly customer service charge, in addition to your price per kWh. You will be billed based on your actual usage at the applicable fixed or variable rate. The information in this table only provides examples.						
	Average Monthly Use	250 kWh	500 kWh	750 kWh	1,000 kWh	1,500 kWh	2,000 kWh
	Average price per kWh	9.8 ¢	9.8 ¢	9.8 ¢	9.8 ¢	9.8 ¢	9.8 ⊄
	If all the prices are is no monthly servi price in the previou	ce charge	for this pr	oduct. Se	e further ir		· ·
Electricity Assistance Program	If you are currently no longer be application Energy Services.		•		•		
Initial Term:	Fixed Price Product: 12 Months. You are obligated to purchase electricity from us during the initial term. Your right to switch to another CEPS is subject to the terms of this commitment.						
Right of Rescission and	Your right to ca Agreement, inclu						
Process:	Agreement to you in person or by electronic delivery, you have 3 business days from the date of personal or electronic delivery to rescind your						
	authorization. If we provided this Agreement to you above via the United						
	States postal service, you have 5 business days from the postmarked date to rescind your authorization. To do so, you may call us toll-free at 800-882-1276,						
	you may fax us toll-free at 800-627-8813 during the customer service hours referenced above or you may email us at the email address set forth below.						
Early Termination	Fixed Price Produ						
Fee:	months remaining indetermined at the ti			•	Price Pro	duct, as su	ich number is
Late Payment /	Late Payment: Th						
Returned Check Charges:	interest rate posted in your EDC's tariff. NSF/Returned Checks: \$25 fee per transaction. Payments are due on the date determined by your EDC and stated on the EDC bill.						
Deposits:	You will be subject to credit qualification. In some cases, we may require you to first post a deposit before you can obtain energy supply from us. If you are required to post a deposit, you will earn interest on the deposit at the prime rate as reported by the Wall Street Journal in accordance with the rules of the New Hampshire Public Utilities Commission. Please refer to "Credit and Deposits" below in the Terms of Service for further information.						
Renewal Process:	Unless you provide	prior notic	ce of your	desire to ca	ancel this	Agreement	at the end of

	the Initial Term either by email, fax or mail at the contact information set forth below, your contract with us will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion. At the end of your Initial Term, you may also select a new Fixed Price Plan by enrolling at www.nexteraenergyservices.com, subject to eligibility requirements and
Low Income Bill	availability. Please contact your EDC to obtain information about social service agencies and
Payment Assistance:	programs that are available to low income customers for bill payment assistance. These programs include The Electric Assistance Program (EAP), which can help income eligible customers pay their electric bills by providing discounts range from 8% to 76%, depending on income and household size.
	For more information about the EAP, please go to the following website:
	http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm;
	For information about other bill payment assistance programs, go to this website, find the correct telephone number and call your local Community Action Agency:
	http://www.puc.nh.gov/Consumer/communityactionagencies.htm
Our Contact Information:	NextEra Energy Services New Hampshire, LLC 20455 State Highway 249, Suite 200 Houston, TX 77070 1-800-882-1276 custserv@nexteraenergyservices.com
Dispute Resolution:	If you have a billing or other dispute involving our service, please contact our Customer Service Department at the contact number provided above or emailing custserv@nexteraenergyservices.com. You may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 800-852-3793 if you have questions about your rights and responsibilities.
Confidential Information:	We will not release confidential customer information without written authorization from you. Confidential customer information includes, but is not limited to your name, address, e-mail address and telephone number; and your individual customer payment information.
Do-Not-Call Registry:	The National Do-Not-Call Registry gives you a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for thirty one (31) days. You can register online at http://www.donotcall.gov or by phone, toll-free by calling 888-382-1222, TTY 866-290-4236 from the telephone number you wish to register. Registration is free. Telephone numbers placed on the National Do-Not-Call Registry will remain on it permanently due to the Do-Not-Call Improvement Act of 2007. For more information about the National Do-Not-Call Registry visit http://www.ftc.gov/bcp/edu/pubs/consumer/alerts/alt107.shtm . Please note, however, that we may contact you by telephone regarding your electric supply account with us even if you do place your telephone number on this Registry.

Terms of Service

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

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

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

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

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

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

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

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

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

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

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

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

For **Variable Price Plans**, the Initial Term will commence on the date your electricity supply is switched by your EDC to NextEra Energy Services, and will continue on a month-to-month basis. Either you or NextEra Energy Services may terminate this Agreement by providing termination thirty (30) days' prior notice of termination to the other.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forward Contract: This Agreement and the transactions hereunder will constitute "forward contracts" as defined in section 101(25) of title 11 of the United States Code (the "Bankruptcy Code"). You and NextEra Energy Services agree that (i) NextEra Energy Services is a "forward contract merchant" as defined in section 101(26) of the Bankruptcy Code, (ii) the cancellation or termination rights of the parties will constitute contractual rights to liquidate transactions that will not be abridged by any filing of any petition as set forth in section 556 of the Bankruptcy Code, (iii) any payment related hereto or made hereunder will constitute a "settlement payment" as defined in section 101 (51A) of the Bankruptcy Code, and (iv) the exceptions to the applicability of sections of the Bankruptcy Code as set forth in sections 362(b)(6), 546(e), 553(a)(2)(B)(ii), 553(a)(3)(C), and 553(b)(1) shall apply. The text of these referenced Bankruptcy Code provisions may be found at http://uscode.house.gov/download/title_11.shtml.

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

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

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

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

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

NextEra Energy Services Contact Information:

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

Business Name: NextEra Energy Services

Internet address: www.nexteraenergyservices.com Email address: custserv@nexteraenergyservices.com

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

Fax: toll-free 800-627-8813

Customer Service telephone number: toll-free 800-882-1276 Customer service hours: 8:00 a.m. - 7:00 p.m.,

Eastern Time, Monday - Friday. Closed Saturdays, Sundays and holidays.

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

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



DISCLOSURE SUMMARY NEW HAMPSHIRE SMALL COMMERCIAL SALES Standard Product

Duaduat Nama	Ctondord Dros	المال					
Product Name	Standard Product						
Length of	The Initial Term is for months of supply from NextEra Energy Services. You are obligated to						
Agreement	purchase electricity from us during the Initial Term of your Agreement. Your right to switch to another						
Fixed new KIANA		CEP during the Initial Term is subject to the terms of this commitment. The Price is \$ per kWh during the Initial Term.					
Fixed per KWh Price	The Price is \$		luring the initial	rem.			
Variable Price	Not applicable) .					
Components							
Charges	Your bill will b	e calculated us	sing the price pe	er kilowatt hour	multiplied by kilo	watt hours used	d.
Fixed Price	250 kWh	500 kWh of	750 kWh of	1,000 kWh	1,500 kWh of	2,000 kWh	2,500 kWh
Small	of electricity	electricity	electricity	of electricity	electricity per	of electricity	of electricity
Commercial	per month	per month	per month	per month	month	per month	per month
Customers							
who use							
Will pay	\$ per	\$ per	\$ per	\$ per	\$ per	\$ per	\$ per
	kWh	kWh	kWh	kWh	kWh	kWh	kWh
Environmental	This is not a re	enewable elec	tricity product.	However, the pr	oduct will meet t	he New Hamps	hire minimum
Characteristics	This is not a renewable electricity product. However, the product will meet the New Hampshire minimum standard for renewable electricity generation.						
Early	Yes. You will	be charged a	n Early Termina	ation Fee if, du	ring the Initial Te	erm, you cance	l our supply to
Termination	your Account(s), or we cand	el supply to yo	ur Account(s) be	ecause of your fa	ailure to pay or	other failure to
Fee	perform your	contract. "Earl	y Termination F	ee" means, for	each Account, a	an amount equa	al to: (i) \$0.015
	per kWh mult	tiplied by aver	age historical	monthly usage	(in kWh), which	will be multipl	ied by: (ii) the
					ining in the Initial		
Late Payment /	Yes. The EDC	C will send you	a bill each mo	nth for the elect	ricity you used.	The due date for	or the payments
Returned					je a Late Payme		
Check	balance of the bill(s) not paid when due multiplied by one and one-half percent (1.5%) per month, or the						
Charges	maximum rate permitted by law, whichever is lower. We also charge a NSF/Returned Checks fee of \$25						
	fee per transaction.						
Renewal		•	•		s near the end	•	•
Process		contact us at the telephone number set forth in that notice and renew your supply under a new fixed price product. If, before the start of the five (5) business day period preceding the end of the Initial Term (i.e.,					
					not switched to re		
			•		inue on a month		• •
					e higher or lower	each month at	our discretion.
	See the 105	(⊏iectric Suppi	y renns or ser	/ice – Exhibit A)	ioi detalis.		



BUSINESS ELECTRICITY AUTHORIZATION NEW HAMPSHIRE SMALL COMMERCIAL SALES Standard Product

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

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

Customer Business Name:	
nume.	
Contract Type:	Switching Service Provider Renewal
See attached Ad	dendum A for EDC Account Nos., and Billing and Service Addresses.
Customer Conta	ct Name:
Email:	Occasional Diseases - Free Free Free Free Free Free Free Fr
Primary Phone: Duns#: Tax	Secondary Phone: Fax:
	: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If
•	attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and proceed
accordingly.	
Start	Your Initial Term will start upon your enrollment, which should occur in:
Month/Year: Information	Vous Dries was I/M/b during the Initial Tarms is not forth on the Displacure Common Couch Dries includes
about Your	Your Price per kWh during the Initial Term is set forth on the Disclosure Summary. Such Price includes electricity and estimated charges for the following electricity components: congestion, Line Losses (as
Price and the	defined in the TOS), renewable energy credits to meet any state renewable portfolio standards, ancillary
Method of	services, reliability must run, capacity and similar generation resource adequacy plans or programs. Your
Calculation	price does not include any other charges including, but not limited to, the price of transmission and
	distribution, the system benefits charge, stranded cost recovery charge, all other EDC charges, fees and
	assessments, and Taxes.
	You will pay NextEra Energy Services the total monthly charge for electric service (referred to as the
	"NextEra Energy Services Electricity Charge") during the term of this Agreement, which is the sum of (i)
	the product of Customer's Energy Usage during a Billing Cycle and the Price or Holdover Price,

	whichever is applicable, (ii) the Monthly Base Charge, if any, (iii) any Pass-Through Charges including, without limitation, costs and charges arising from (a) winter reliability programs and similar fuel adequacy plans or programs, and/or (b) any Change in Law, and (iv) Taxes. The NextEra Energy Services Electricity Charge is subject to any Price Component Adjustments as described in the "Pricing" section of the TOS. Depending on the bill format, Pass-Through Charges and/or Price Component Adjustments may appear on Customer's bill as a line item or Price adjustment. After the end of your Initial Term (as indicated in the section below), this Agreement will continue on a month-to-month basis and your price will become the variable Holdover Price. The Holdover Price may be higher or lower each month at our discretion. The section called "Pricing" in the TOS describes how your fixed price is subject to change based on the imposition of certain fees or costs, and how we use various factors to determine the variable Holdover Price.
Information about the Average Price Table in the Disclosure Summary:	The information in the average price table set forth in the Disclosure Summary is required by the New Hampshire Public Utilities Commission. The table shows the average price per kWh, exclusive of the EDC's Delivery Charges, for electricity at different usage levels. In some cases, a supplier will impose a flat fee or charge, such as a monthly customer service charge, in addition to your price per kWh. In those cases, the table considers those flat fees or charges and translates them into a "per kWh" charge for you. If all the prices are the same irrespective of how much electricity is used, then NextEra Energy Services does not charge a flat fee or monthly service charge for this product.
Right of Rescission and Process:	If you are a Small Commercial Customer (see the definition in the TOS), your right to rescind your Authorization and cancel this Agreement depends upon how we transmit the Agreement, including the TOS, to you. If we provided this Agreement to you in person or by electronic delivery, you have five (5) business days from the date of personal or electronic delivery of your TOS to rescind your authorization. If we provided this Agreement to you by first class mail, you have eight (8) days from the postmarked date to rescind your authorization. To do so, you may call us toll-free at 800-882-1276, you may fax us toll-free at 800-627-8813 during the customer service hours referenced above, or you may email us at the email address set forth below.
Deposits:	You will be subject to credit qualification. In some cases, we may require you to first post a deposit before you can obtain energy supply from us. If you are required to post a deposit, you will earn interest on the deposit at the prime rate as reported by the Wall Street Journal in accordance with the rules of the New Hampshire Public Utilities Commission. Please refer to "Credit and Deposits" in the TOS for further information.
Billing:	The EDC will send you a bill each month for the electricity you used. The contact information for your EDC is set forth on the bill and is available on your EDC's website. If EDC billing is ever unavailable, you may receive two bills, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the EDC for Delivery Charges, each with applicable Taxes.
Our Contact Information:	NextEra Energy Services New Hampshire, LLC 20455 State Highway 249, Suite 200 Houston, TX 77070 1-800-882-1276 custserv@nexteraenergyservices.com
Dispute Resolution:	If you have a billing or other dispute involving our service, please contact our Customer Service Department at the contact number provided above or emailing custserv@nexteraenergyservices.com. You may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 800-852-

	3793 if you have questions about your rights and responsibilities. See the "Disputes or Complaints" section of the TOS.
Confidential Information:	We will not release confidential customer information to any third party other than our affiliates, contractors or vendors without written authorization from you. Confidential customer information includes, but is not limited to your name, address, e-mail address and telephone number; and your individual customer payment information.
Do-Not-Call Registry:	The National Do-Not-Call Registry gives you a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for thirty one (31) days. You can register online at http://www.donotcall.gov or by phone, toll-free by calling 888-382-1222, TTY 866-290-4236 from the telephone number you wish to register. Registration is free. Telephone numbers placed on the National Do-Not-Call Registry will remain on it permanently due to the Do-Not-Call Improvement Act of 2007.
	For more information about the National Do-Not-Call Registry visit http://www.ftc.gov/bcp/edu/pubs/consumer/alerts/alt107.shtm . Please note, however, that we may contact you by telephone regarding your Account(s) with us even if you do place your telephone number on this Registry.

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

Whether you have signed below or provided verbal authorization to NextEra Energy Services over the telephone (the "Verbal Authorization"), you agree that, as of the Effective Date or upon receipt of this Agreement, whichever is later, (i) you have read this Agreement and hereby agree to all the terms and conditions set forth in the Agreement; and (ii) you authorize NextEra Energy Services to obtain from the EDC and review your EDC information with respect to the Accounts. Further, you hereby represent and warrant to NextEra Energy Services that you (or the person signing this BEA on your behalf if you are an entity): (i) are the EDC account holder; (ii) are authorized by the EDC to make changes to the commercial Accounts set forth in Addendum A; (iii) are 18 years of age or older; (iv) desire to obtain electricity supply for such Accounts from NextEra Energy Services instead of your current CEP; and (v) whether you have signed below or provided Verbal Authorization to NextEra Energy Services, you are legally authorized to enter into this Agreement with regard to all Accounts. This Agreement is not valid or binding unless and until signed by both Parties (for written agreements, a facsimile will be accepted as if it were an original) and you have provided your Verbal Authorization.

Customer expressly confirms the following:

- (1) Customer is voluntarily signing below;
- (2) Customer understands that NextEra Energy Services will, and authorizes NextEra Energy Services to, contact the EDC and change the Customer's provider of electricity to NextEra Energy Services;
- (3) Customer understands that this Agreement is for a fixed price per kWh, subject to any Price Component Adjustments;
- (4) Customer understands and agrees that this Agreement does have a specified term (called the "Initial Term" above) and, if there is a specified term, Customer understands the length of the term and any applicable early termination fee;
- (6) The options available to the Customer at the end of the specified term, if any, have been explained to Customer;

- (7) Customer has received the TOS (Exhibit A to this Agreement) from NextEra Energy Services, has read them, and agrees to the TOS; and
- (8) Customer understands that the Customer has the following period of time during which to rescind authorization of this Agreement so it will not be binding:
 - a. Five business days from the date of personal or electronic delivery of the TOS;
 - b. Eight days from the postmarked date if this Agreement was mailed to the Customer by first class mail.

	NextEra Energy Services New Hampshire, LLC:
Authorized Signature:	Authorized Signature:
Print Name:	Print Name:
Title:	Title:
Date	Effective Date:
Name of Customer's Current Electric Supplier (required if switching supply to NextEra Energy Services):	Sales Representative:



BUSINESS ELECTRICITY AUTHORIZATION NEW HAMPSHIRE COMMERCIAL SALES

Addendum A

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ACCOUNTS INCLUDED IN AGREEMENT:

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

NextEra Energy Services Initials:	Date:	
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Exhibit A

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

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

1. **DEFINITIONS**:

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

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

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

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

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

"CEPS" means competitive electric power supplier.

"Change in Law" means a change in law, regulation, rule, ordinance, order or decree by a governmental authority or ISO-NE, including, without limitation, EDC tariffs and ISO-NE tariffs, market rules, operating protocols, nodal definitions and zonal definitions. A "change", as used above, includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction or interpretation.

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

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

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

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

"Energy Usage" means Customer's total metered energy usage for the Account(s) measured in kilowatt hours ("kWh") for the applicable period, which usage shall be increased by NextEra Energy Services to allow for Line Losses if Line Losses are not expressly included in the Price set forth in the BEA.

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

"Holdover Price" means the price for electricity delivered during the Holdover Period, as set forth on NextEra Energy Services' website at www.nexteraenergyservices.com in the "For Business" section under "Legal Notices and Terms."

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

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

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

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

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

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

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

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

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

"Pass-Through Charges" means costs and charges arising from winter reliability programs and similar fuel adequacy plans or programs, and new or increased costs and charges with respect to the purchase, sale, acquisition,

delivery, transmission and/or distribution of electricity including, without limitation, those arising from Price Component Adjustments, MAC Events, and a Change in Law, all of which are passed through to Customer by NextEra Energy Services.

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

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

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

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

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

- 2. SERVICES. During the Initial Term and any Holdover Period, NextEra Energy Services shall provide Customer's full electricity requirements for the Account(s) specified in this Agreement, and Customer shall obtain its full electricity requirements for such Account(s) exclusively from NextEra Energy Services on the terms and conditions specified in this Agreement. Notwithstanding the foregoing, NextEra Energy Services shall be under no obligation to supply any Accounts under a residential rate class and, if NextEra Energy Services does supply such Accounts, Customer hereby represents and warrants to NextEra Energy Services that such Accounts are used for commercial or governmental purposes.
- 3. ENERGY CONSUMPTION INFORMATION. At NextEra Energy Services' request, Customer will provide an authorization which grants NextEra Energy Services the authority to obtain Customer's current and historical electricity cost and usage data from the EDC, Customer's payment and credit history and other information specified in the authorization. Customer hereby agrees, upon request, to provide NextEra Energy Services with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as NextEra Energy Services may reasonably require to provide electric supply pursuant to this Agreement. At Customer's request, NextEra Energy Services shall provide Customer's actual consumption information for each billing period during the prior year during which Next Era Energy Services supplied electricity to Customer. Customer's expected energy usage for the Accounts may change for various reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel of facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide NextEra Energy Services with at least thirty (30) days' advance notice whenever it believes that Customer's estimated

monthly aggregate usage will materially change from Customer's historical monthly usage, weather normalized (each such material change being a "MAC Event"), and shall provide good faith estimates of such usage changes. For each MAC Event, regardless of whether notice is provided, Customer shall pay NextEra Energy Services any losses, and/or new or increased costs and charges, reasonably associated with such MAC Event. Such losses, and/or costs and charges, may be charged to Customer as Pass-Through Charges.

- 4. ENROLLMENT. NextEra Energy Services shall use commercially reasonable efforts to promptly enroll Customer's Account(s) with the EDC in accordance with the intended Service Commencement Date, and Customer agrees to take steps to cooperate with NextEra Energy Services' efforts to perform such enrollment. NextEra Energy Services shall not be held liable to Customer for delay or failure in enrolling Customer's Account(s) if such delay or failure was due to any cause beyond NextEra Energy Services' control. Further, notwithstanding any provision in the Agreement to the contrary, it is possible that, for various reasons such as the Account is not existing, the Account is not active or the Account is not the "first in", some or all the Accounts cannot be enrolled. All such un-enrolled Account(s) shall be subject to payment of the Early Termination Fee (or damages, if greater) by Customer. NextEra Energy Services shall not be required to serve such un-enrolled Account(s). If any such un-enrolled Account(s) are subsequently enrolled during the Initial Term, such subsequently enrolled Account(s) shall be automatically added to supply under this Agreement without an amendment hereto (i.e., an amendment signed by both Parties).
- 5. TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date with supply commencing for each respective Account(s) on the Service Commencement Date and shall continue for the Initial Term. At least thirty (30) days and no more than sixty (60) days prior to the end of the Initial Term, NextEra Energy Services will notify Customer of the terms of renewal of this Agreement and of Customer's right to renew, reject or renegotiate this Agreement. After the Initial Term expires, this Agreement shall continue on a month-to-month basis and Customer will pay the Holdover Price unless and until either Party terminates this Agreement upon at least thirty (30) days' advance notice, in which event such termination shall be effective on the date following the date of such notice on which the EDC successfully switches Customer's Account(s) to another competitive electricity supplier or the EDC's electric generation supply.
- 6. PRICING. The unit price for electric supply provided to Customer by NextEra Energy Services during the Initial Term is set forth in the BEA and subject to any adjustments set forth in this Agreement. Such Price includes the charge for electricity and estimated charges for the electricity components set forth in the BEA. Such charges for such electricity components have been estimated by NextEra Energy Services using information and data provided by Customer, the EDC and/or ISO-NE. To the extent, if any, that any of such charges are higher based on information received from the EDC or ISO-NE, or if such charges increase during the term of this Agreement, NextEra Energy Services may charge Customer an allocation for such increased charges ("Price Component Adjustments"), as part of the NextEra Energy Services Electricity Charge. Depending on the bill format, Price Component Adjustments may appear on Customer's bill as a line item or Price adjustment.

The unit price for electricity during the Holdover Period shall be the Holdover Price, not the Price. The Holdover Price, which includes the same energy components as the Price, is variable may change without prior written notice to Customer at the sole discretion of NextEra Energy Services until either Party terminates the Agreement pursuant to the "Term of Agreement" Section of this TOS. The Holdover Price is established by the evaluation of a number of factors that affect the total price of electricity. The following are some of the material factors that influence this analysis: (i) the current and forward price of electricity commodity (including wide or narrow swings in these prices) and the other incidental costs and charges incurred to purchase electricity in the market on behalf of NextEra Energy Services' customers; (ii) whether NextEra Energy Services' supply position in the market for a particular period is over or under that anticipated; (iii) NextEra Energy Services' plan to correct its supply position during that period; (iv) NextEra Energy Services' expected and actual cost to serve; and (v) the prices charged by competitors in the market, and the EDC. The Holdover Price is also subject to any Price Component Adjustments.

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

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

EverSource (Previously Public Service Company of New Hampshire (PSNH))

PO BOX 650047, Dallas, TX 75265-0047

Telephone: 1-866-554-6025

Liberty Utilities (Previously Granite State Electric Company)

PO Box 1380, Londonderry, NH 03053-1380

Telephone: 1-800-375-7413

Unitil Energy Systems, Inc. (UES)

6 Liberty Lane West, Hampton, NH 03842-1720 Telephone: NH Capital Electric – 1-800-852-3339 Telephone: NH Seacoast Electric – 1-800-582-7276

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

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

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

Customer disputes a bill for the NextEra Energy Services Electricity Charge, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of NextEra Energy Services, the Late Fee will be applied to such unpaid amounts. Depending on the bill format, Pass-Through Charges and/or Price Component Adjustments may appear on Customer's bill as a line item or Price adjustment. In the event of deferred billing of any Pass-Through Charge to NextEra Energy Services, estimated Pass-Through Charges may be billed to Customer in the interim and Customer shall pay such estimated Pass-Through Charges.

- 8. DISPUTES OR COMPLAINTS. If Customer has a billing or other dispute involving supply from NextEra Energy Services, Customer should contact NextEra Energy Services at the contact numbers provided below or emailing custserv@nexteraenergyservices.com. Customer shall continue to pay all undisputed billing amounts but may deduct the specific billing amount in dispute while the charges remain in dispute. The dispute or complaint may be submitted by NextEra Energy Services or After attempting to resolve a complaint with NextEra Energy Services, Customer has the right to file a complaint with at any time to the New Hampshire Public Utilities Commission pursuant to its complaint handling procedures by calling the New Hampshire Public Utilities Commission Consumer Affairs Division or online through its website. Any overpayment by Customer shall be refunded if required by the New Hampshire Public Utilities Commission's decision. The New Hampshire Public Utilities Commission Consumer Affairs Division can be reached as follows: -by telephone toll free at 800-852-3793; in writing at: New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429; or by visiting www.puc.nh.gov. If Customer has any general questions or would like information regarding the competitive retail energy market, including information about CEPS and customer rights and responsibilities, Customer can call the New Hampshire Public Utilities Commission at that telephone number.
- 9. CREDIT AND DEPOSIT REQUIREMENTS. NextEra Energy Services may use credit reporting agencies to document and evaluate Customer's credit and/or payment history. If Customer does not meet the credit standards of NextEra Energy Services or cannot demonstrate satisfactory credit, in accordance with the federal Equal Credit Opportunity Act, 15 U.S.C. Sections 1691 through 1691f, NextEra Energy Services may require a deposit from Customer or may refuse to provide supply. If a deposit is required, the amount shall follow all regulatory requirements and will be requested prior to beginning supply with NextEra Energy Services. NextEra Energy Services will apply any cash deposit held on Customer's behalf plus any accrued interest to the outstanding balance on Customer's final bill, if applicable, and any excess amount will be refunded to Customer. Any deposit Customer provides to NextEra Energy Services will be held in Customer's name in the records of NextEra Energy Services. NextEra Energy Services may apply any early termination fee to any deposit Customer has provided.
- 10. TERMINATION OF AGREEMENT BY CUSTOMER. Customer has the right to change to another CEPS during the Initial Term at any time and without advance notice to NextEra Energy Services, subject to Customer's payment of the Early Termination Fee and Insufficient Notice Fee, respectively. Customer may terminate supply from NextEra Energy Services by either: (i) notifying NextEra Energy Services using the contact information set forth in the BEA; (ii) contracting with a new CEPS for supply; or (iii) contacting your EDC to select generation supply from the EDC. If Customer terminates this Agreement, in whole or as relating to any single Account(s), before the end of the Initial Term, Customer shall pay NextEra Energy Services the Early Termination Fee plus all other amounts due. In addition, if Customer terminates this Agreement with less than thirty (30) days advance written notice, Customer shall be assessed the Insufficient Notice Fee. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable. NextEra Energy Services will not be required to enter into any replacement transaction in order to determine such market prices or actual damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

- 11. TERMINATION OF AGREEMENT BY NEXTERA ENERGY SERVICES. NextEra Energy Services reserves the right to terminate this Agreement if Customer (i) fails to make timely payment of all amounts due NextEra Energy Services; or (ii) fails to post a security deposit under the provisions of the Credit and Deposit Requirements Section herein within ten (10) days of a request for deposit; or (iii) breaches any warranty or representation to NextEra Energy Services; or (iv) defaults on any material obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement. In the event supply from NextEra Energy Services is terminated in accordance with this Section, Customer shall pay NextEra Energy Services the Early Termination Fee plus all other amounts due. NextEra Energy Services will notify Customer of its intent to terminate supply at least thirty (30) days prior to the effective date of termination and, unless another competitive electricity supplier is chosen by Customer, Customer's electricity will be provided by the EDC. Customer's electric supply will not be physically disconnected upon termination of this Agreement by NextEra Energy Services pursuant to the provisions of this section.
- 12. TITLE, RISK OF LOSS AND INDEMNIFICATION. Title and risk of loss to the electricity sold hereunder shall pass from NextEra Energy Services when it is delivered to the Delivery Point for the Account(s). Customer shall indemnify and defend NextEra Energy Services from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the EDC delivers the electricity to Customer's facilities to which the Account(s) pertain.
- 13. FORCE MAJEURE. In the event that either Party's performance of its obligations under this Agreement, other than payment obligations, is interrupted or delayed by any occurrence not caused by either Party, whether such occurrence is an act of God or public enemy, or whether such occurrence is caused by storm, earthquake, or other natural forces, or by war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, then the Party affected by such occurrence shall be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to remedy the effects of that occurrence.
- 14. CHANGE IN LAW. In the event that there is a Change in Law and such Change in Law results in NextEra Energy Services incurring additional costs and expenses in providing the supply contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be assessed to Customer in NextEra Energy Services' monthly bills as an additional Pass-Through Charge.
- 15. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, verbal authorization delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to NextEra Energy Services that it is a Small Commercial Customer and has full power and authority over the provision of electricity to the service addresses to which the Account(s) pertain.
- 16. DISCLAIMER OF WARRANTY. NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS

AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 17. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.
- **18. FORWARD CONTRACT.** The Parties agree that this Agreement is a "forward contract" and that NextEra Energy Services is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.
- 19. ATTORNEY'S FEES. If Customer fails to timely pay amounts due under this Agreement and NextEra Energy Services refers Customer's outstanding balance to an attorney or collection agent for collection, or if NextEra Energy Services files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay NextEra Energy Services its reasonable fees and expenses (including reasonable attorney's fees) incurred by NextEra Energy Services in connection therewith.
- **20. AMENDMENT.** This Agreement may not be amended except by a written amendment signed by both Customer and NextEra Energy Services.
- **21. SEVERABILITY.** If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.
- **22. HEADINGS.** Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.
- 23. ASSIGNMENT. Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder, without the prior written consent of NextEra Energy Services. NextEra Energy Services may: (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (ii) transfer or assign this Agreement to an affiliate of NextEra Energy Services; (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of NextEra Energy Services; and/or (iv) transfer or assign this Agreement to a certified CEP. In the case of an assignment under (ii), NextEra Energy Services prior notice and consent of Customer will not be required. In the case of an assignment under (ii), (iii) or (iv), NextEra Energy Services will provide at least fourteen (14) days advanced notice of the assignment and inform Customer of its options in accordance with applicable law. In the case of an assignment under (ii), (iii) or (iv), the assignee shall agree in writing to be bound by these terms and conditions. Upon an assignment under (ii), (iii) or (iv), NextEra Energy Services shall have no further obligations hereunder. NextEra Energy Services may assign any of its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of NextEra Energy

Services, which consent shall not be unreasonably withheld. NextEra Energy Services may deny such assignment based on the creditworthiness of the assignee.

- **24. COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.
- **25. WAIVER.** No waiver by any Party hereto of any one or more of such Party's rights under this Agreement, or waiver of a default by the other Party in the performance of any of the provisions of this Agreement, shall be construed as a waiver of any such right or any other default whether of a like kind or different nature.
- 26. GOVERNING LAW OR VENUE. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of New Hampshire. Each party hereby designates the New Hampshire state courts of competent jurisdiction or the United States District Court for the District of New Hampshire as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in Concord, New Hampshire.
- 27. CONFIDENTIALITY. The Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies and (iii) its own affiliates, agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.
- **28. LIMITED AGENT.** NextEra Energy Services' responsibility as Customer's limited agent is limited to the tasks authorized for NextEra Energy Services to provide the supply under this Agreement and does not result in imposition on NextEra Energy Services, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.
- **29. ENTIRE AGREEMENT.** This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.
- 30. NOTICES. Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by first-class mail, certified mail (prepaid), courier service or facsimile. Notwithstanding the previous sentence, unless customer requests notice by first class mail NextEra Energy Services may send any notice to Customer using any method, including email, permitted by applicable law. Customer may request notice by first class mail for all notices subsequent to such request at any time during this Agreement. NextEra Energy Services' mailing address and facsimile number to be used for any notices that shall be given to or served on NextEra Energy Services by Customer are set forth below. Customer's mailing address and facsimile number to be used for any notices that shall be given to or served on Customer by NextEra Energy Services are set forth on the BEA. Notice delivered by first-class or certified mail (prepaid) shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party, except that when there is a strike affecting delivery of mail, all notices shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice sent by facsimile or email shall be deemed to have been received at the close of the business day on which it was transmitted (or, if

transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

Notice Information:

For mail, certified mail (prepaid) and courier service – NextEra Energy Services, 20455 State Highway 249, Suite 200, Houston, TX 77070 For facsimile – 800-627-8813

Additional Contact Information:

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

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

Internet address: www.nexteraenergyservices.com

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

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

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

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

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

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