



October 1, 2020

VIA EFILE (.PDF) – Executive.Director@puc.nh.gov

New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429
Attn: Debra Howland, Executive Director

RE: ENGIE Retail, LLC d/b/a Think Energy (hereinafter “Think Energy”)

Docket No.: DM 15-490 – 2020 TRIENNIAL LICENSE RENEWAL

Pursuant to the New Hampshire Code of Administrative Rules, Chapter Puc 2003.02(b), a CEPS is required to update the New Hampshire Public Utilities Commission of any material change to the information filed in its original application and submit a renewal application every three (3) years prior to the expiration of its current license.

Attached please find an original and two (2) copies of Think Energy’s triennial license renewal application, together with attachments thereto. An electronic .pdf filing has also been submitted to the Executive Director.

Please do not hesitate to contact me via email at marsha.griffin@engie.com with any questions.

Regards,

A handwritten signature in blue ink that reads "Marsha F. Griffin".

Marsha Griffin
Senior Paralegal
1360 Post Oak Blvd., Suite 400
Houston, TX 77056
www.mythinkenergy.com



Competitive Electric Power Supplier Application Form

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

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	ENGIE Retail, LLC
	Trade Name (d/b/a) (if applicable)	Think Energy
Puc 2006.01(b)	Business Mailing Address	1360 Post Oak Blvd., Suite 400 Houston, TX 77056
	Telephone Number	888-923-3633
	E-Mail Address	customer@mythinkenergy.com
	Website Address	www.mythinkenergy.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	DE
Puc 2006.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) ¹ if it is anything other than an individual. Use additional sheets as needed.	
	Name	See Exhibit 1 attached hereto.
	Title	
	Business Mailing Address	
	Telephone Number	- -
	E-Mail Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	Email Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	E-Mail Address	

¹ "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



Affiliates and Subsidiaries		
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	ENGIE RESOURCES LLC
	Business Address	1360 Post Oak Blvd., Suite 400
		Houston, TX 77056
	Telephone Number	888-232-6206
	Provide a description of the business purpose of the entity. SEE EXHIBIT 2 ATTACHED HERETO.	
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission. Think Energy and ENGIE Resources are not affiliated with any New Hampshire utility.	
	Name of Entity	ENGIE POWER & GAS LLC (F/K/A PLYMOUTH ROCK ENERGY LLC)
Business Address	920 Railroad Avenue	
	Woodmere, NY 11598-1643	
Telephone Number	516-734-0408	
Provide a description of the business purpose of the entity. SEE EXHIBIT 2 ATTACHED HERETO.		
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission. Think Energy and ENGIE Power & Gas are not affiliated with any New Hampshire utility.		

² "Affiliate" means any of the following:

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



Customer Service Department Contact		
Puc 2006.01(f)	Name	Shannon Binns
	Title	Project Management Advisor
	Toll-Free Telephone Number (if available)	- -
	Telephone Number	713-636-1095
	E-Mail Address	shannon.binns@engie.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Shane Puskar
	Title	Project Management II
	Business Mailing Address	1360 Post Oak Blvd., Suite 400
		Houston, TX 77056
	Telephone Number	713-636-1176
E-Mail Address	shane.puskar@engie.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Marsha Griffin
	Title	Senior Paralegal
	Business Mailing Address	1360 Post Oak Blvd., Suite 400
		Houston, TX 77056
	Telephone Number	713-636-1083
E-Mail Address	marsha.griffin@engie.com	

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Marsha Griffin
	Title	Senior Paralegal
	Business Mailing Address	1360 Post Oak Blvd., Suite 400
		Houston, TX 77056
	Telephone Number	713-636-1083
E-Mail Address	marsha.griffin@engie.com	



Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or (2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.
Puc 2006.01(i)	Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: (1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or (2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.
Puc 2006.01(k)	Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area. LIBERTY, PSNH & UNITIL
Puc 2006.01(m)	Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial. LICENSED TO SERVE RESIDENTIAL & SMALL COMMERCIAL CUSTOMERS
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity. SEE EXHIBIT 5 ATTACHED HERETO.



Customer Complaints	
Puc 2006.01(e)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

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



Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	YES
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	No
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed. SEE EXHIBIT 7 ATTACHED HERETO.	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	



Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	YES
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.	

Residential and Small Commercial Customer Contracts		
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.	

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.	
	File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.	

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

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

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p> <p> <small>Ray Cunningham (Oct 1, 2020 15:28 CDT)</small></p> <p>Signature of the applicant or its authorized representative</p> <p>Name: RAY CUNNINGHAM</p> <p>Title: VICE PRESIDENT & GENERAL COUNSEL</p>	<p>10/1/2020</p> <p>_____ Date</p>

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



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION
ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490**

Exhibit 1

Puc 2006.01(d) – Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant’s principal(s) if it is anything other than an individual. Use additional sheets as needed.

Sayun Sukduang

President & CEO
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Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: sayun.sukduang@engie.com

Graham Leith

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PUBLIC UTILITIES COMMISSION

RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION
ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490

Exhibit 2

Puc 2006.01(e) – Provide a description of the business purpose of the entity.

ENGIE Resources LLC

ENGIE Resources is the parent company of Think Energy. ENGIE Resources is a supplier of retail electricity and natural gas with a focus on small commercial customers, large commercial customers and industrial customers.

ENGIE Power & Gas LLC (formerly known as Plymouth Rock Energy, LLC)

EP&G is an affiliate of Think Energy. EP&G is a supplier of retail electricity and natural gas with a focus on residential, small commercial and large commercial customers.

ENGIE Energy Marketing NA, Inc.

EEMNA is a wholesale affiliate of Think Energy. EEMNA is a wholesale supplier of retail electricity and natural gas for ENGIE Resources, Think Energy and EP&G.



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION
ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490**

Exhibit 3

Puc 2006.01(h) – Provide, as a separate attachment, evidence of the applicant’s authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting with this application form, either of the following:

- (1) A recent printout of the applicant’s listing on the N.H. Secretary of State website with the status in “Good Standing” or words of similar import; or

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
ENGIE Retail, LLC	697674	ENGIE Retail, LLC	GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC	Foreign Limited Liability Company	1360 POST OAK BLVD STE 400, HOUSTON, TX, 77056, USA	Capitol Corporate Services, Inc.	Good Standing

- (2) a copy of a certificate from the N.H. Secretary of State’s office stating that the applicant is authorized to do business in New Hampshire.

Puc 2006.01(i) – Provide, as a separate attachment, evidence of the applicant’s registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:

- (1) A recent printout of the applicant’s trade name on the N.H. Secretary of State website with the status “Active” and indicating that the trade name is owned by the applicant; or
- (2) A copy of a certificate from the N.H. Secretary of State’s office indicating that the applicant has registered as doing business under the trade name.

See NH SOS Certificate of Trade Name attached hereto.



State of New Hampshire

Department of State



10/1/2020 1:16:57 PM

The Research Connection Inc. of New Hampshire
1 Old Loudon Road
Concord, NH, 03301, USA

Enclosed is your certificate of registered trade name. You should be sure to complete any other registrations required such as with the Department of Revenue Administration or with special licensing agencies such as the State Liquor Commission and Real Estate Commission.

Approximately six (6) months prior to the expiration date, we will mail to the address on record a form to renew your trade name registration.

It is incumbent upon you to keep us informed of address changes to ensure the renewal form reaches you. There is no charge for address changes.

If you cease doing business under this trade name you are required by law to discontinue the use of this name by filing a Trade Name Discontinuance, (form TN-9). We also have forms to file should you wish to add a partner to your business (form TN-5) or withdraw a partner who is already one of the registrants (form TN-7). All of these forms may be downloaded from our web site or you may request them from this office.

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

Sincerely,
Corporation Division

Business ID: 852698
Filing No: 5022202

State of New Hampshire

Department of State

CERTIFICATE OF REGISTERED TRADE NAME OF **THINK ENERGY**

This is to certify that **ENGIE RETAIL, LLC** is registered in this office as doing business under the Trade Name **THINK ENERGY**, at 1360 Post Oak Blvd Suite 400, Houston, TX, 77056, USA on **10/1/2020 1:12:00 PM**.

The nature of business is **Other / a retail electric and natural gas supplier serving residential and small commercial customers**

Expiration Date: **10/1/2025 1:12:00 PM**

Business ID: **852698**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of October A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

Filing fee: \$50.00
Use black print or type.

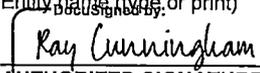
FORM TN-1
RSA 349

APPLICATION FOR REGISTRATION OF TRADE NAME

(PLEASE TYPE OR PRINT CLEARLY)

- Business name: THINK ENERGY
(Name **cannot include "INC."** or other corporate designation)
- Business address: 1360 Post Oak Blvd., Suite 400 Houston TX 77056
No. & Street City / town State Zip
Mailing address (if different): _____
No. & Street City / town State Zip
- Brief description of kind of business to be carried on (and if known, list the NAICS Code and Sub-Code): a retail electric and natural gas supplier serving residential and small commercial customers.
- Date business organized: April 18, 2011

5-A. **BUSINESS APPLICANT:** If the applicant is a corporation or other entity, list corporation's or entity's exact name and include title of person signing. If more space is needed for additional entity applicants, please attach additional sheet(s).

<u>ENGIE Retail, LLC</u> <small>Entity name (type or print)</small>	<u>1360 Post Oak Blvd., Suite 400</u> <small>No. Street</small>
 <u>Ray Cunningham</u> <small>AUTHORIZED SIGNATURE</small>	<u>Houston</u> <u>TX</u> <u>77056</u> <small>Town/City State Zip</small>
<u>Ray Cunningham, Vice President</u> <small>Signer's name and title (type or print)</small>	

5-B. **INDIVIDUAL APPLICANTS:** Please type or print applicants' name(s), address(es) and include signature. If more space is needed for additional individual applicants, please attach additional sheet(s).

- | | |
|--|---|
| _____
<small>Type or print name</small> | _____
<small>No. Street</small> |
| _____
<small>SIGNATURE</small> | _____
<small>Town/City State Zip</small> |
- | | |
|--|---|
| _____
<small>Type or print name</small> | _____
<small>No. Street</small> |
| _____
<small>SIGNATURE</small> | _____
<small>Town/City State Zip</small> |

Business E-Mail: engiena-legal@engie.com

Business Phone: (713) 636-0000

Please check if you would prefer to receive the Reminder Notice by email.

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



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION
ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490**

Exhibit 4

Puc 2006.01(j) – Provide, as a separate attachment, evidence of the applicant’s ISO New England market participation membership: **Think Energy is a member of NEPOOL through its wholesale affiliate, ENGIE Energy Marketing NA, Inc.**

Participant Name	Effective Date of Membership if after 6/30/2000
New England Power Pool	
Second Restated NEPOOL Agreement	
List of NEPOOL Participants	
Eagle’s View Partners, Ltd.	12/1/2018
EDF Energy Services, LLC	3/1/2016
EDF Trading North America, LLC	10/1/2009
EDP Renewables North America LLC	8/1/2018
EIP Investment, LLC	10/1/2018
eKapital Investments LLC	2/1/2014
Electricity Maine, LLC	10/1/2010
Electricity N.H., LLC d/b/a E.N.H. Power	5/1/2012
Elektrisola, Inc.	1/1/2008
Eligo Energy, LLC	1/1/2014
Emera Energy Services Subsidiary No. 1 LLC	5/1/2007
Emera Energy Services Subsidiary No. 2 LLC	6/1/2007
Emera Energy Services Subsidiary No. 4 LLC	6/1/2007
Emera Energy Services Subsidiary No. 6 LLC	1/1/2014
Emera Energy Services Subsidiary No. 9 LLC	12/1/2016
Emera Energy Services Subsidiary No. 12 LLC	1/1/2017
Emera Energy Services Subsidiary No. 15 LLC	1/1/2017
Enel Trading North America, LLC	1/1/2020
Enel X North America, Inc.	5/1/2005
Energy Management, Inc.	2/1/2001
Energy New England LLC	
Energy Federation Inc.	2/1/2006
Energy GPS LLC	8/1/2016
Energy Harbor LLC	4/1/2020
Energy Plus Holdings LLC	5/1/2009
Energy Rewards, LLC	3/1/2012
Energy Storage Resources, LLC	10/1/2019
Enerwise Global Technologies, LLC d/b/a CPower	3/1/2014
Engelhart CTP (US) LLC	12/1/2013
ENGIE Energy Marketing NA, Inc.	7/1/2009
ENGIE Power & Gas LLC	1/1/2012
ENGIE Resources LLC	5/1/2016
EnvaPower, Inc.	9/1/2008
Environmental Defense Fund, Incorporated	9/1/2017



**STATE OF NEW HAMPSHIRE
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ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490**

Exhibit 5

Puc 2006.01(n) – List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.

STATE OF LICENSE	LICENSE NO.	LICENSE ISSUE DATE
Connecticut	Docket #11-10-14	02/09/2012
Delaware	Docket #11-482	04/17/2012
District of Columbia	Order # 16630	12/02/2011
Illinois	ICC Cert. No. 11-0531	09/21/2011
Maine	Docket #2011-425	11/22/2011
Maryland	License #IR-2404	08/17/2011
Massachusetts	License # CS-087	08/10/2011
New Hampshire	Docket #DM 15-490	12/28/2015
New Jersey	License # ESL-0120	03/12/2012
New York	ESCO Code: THINK	09/16/2011
Ohio	Certificate #11-407E(1)	11/17/2011
Pennsylvania	License No. A-2011-2268361	12/16/2011
Rhode Island	Docket #D-96-6(R7)	09/11/2015
Texas	License #10204	08/26/2011



**STATE OF NEW HAMPSHIRE
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ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490**

Exhibit 6

Puc 2006.01(o) – Use a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general’s office, or other governmental consumer protection regulatory authority; for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.

ENGIE Retail, LLC d/b/a Think Energy – (serving residential & small commercial customers)

State	Type of Complaint	Number of Complaints
CT	Enrollment dispute	1
IL	D2D unauthorized enrollment	2
IL	D2D misrepresentation	1
IL	Cancellation	1
IL	Enrollment dispute	4
IL	Rollover rate	1
MA	Rollover dispute	2
MA	Renewable confusion	1
MA	Enrollment dispute	3
MA	Billing dispute	3
MD	Enrollment dispute	8
ME	Rescission/Cancellation	1
ME	Billing	2
ME	Enrollment misrepresentation	1
ME	Enrollment dispute	1
NH	Enrollment dispute	2
NJ	Billing dispute	1
NJ	Enrollment dispute	5
NY	Variable & billing dispute	1
NY	Billing inquiry	1
OH	D2D unauthorized enrollment	4
OH	Variable rates	2
OH	Enrollment dispute	18
OH	Drop notice confusion	1
RI	Billing dispute	3



State	Type of Complaint	Number of Complaints
PA	Standard Offer Program	12
PA	Enrollment dispute	24
PA	ETF dispute	4
PA	Shut-off notice confusion	2
PA	Rollover dispute	3
PA	Cancellation	1
TX	Rates/Charges	5
TX	Refusal of service	1
TX	Billing dispute	20
TX	Discontinuance	1
TX	Taxes	4
TX	Disconnection related	8
TX	Utility Charges	3
TX	Portal & payment dispute	1
TX	Solar panel company charge dispute	1
TX	Autopay dispute	2
TX	Deposit dispute	1
TX	Online payment confusion	1
TX	Payment dispute	1
TX	Past due payment dispute	1
TX	Renewal rate dispute	1
TX	Website issues	1
TX	Service related dispute	2
TX	Invoice	1
TX	Deposits/refunds	1

ENGIE Resources' – Parent (serving small commercial, large commercial & industrial customers)

State	Type of Complaint	Number of Complaints
PA	Contract Price	1



STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION
ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490

Exhibit 7

Puc 2006.01(p)(3) – Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?

In 2017 in Maine, Think Energy was instructed to stop marketing in a utility service area that was not included in Think Energy’s original license application. For clarification purposes, there are two utilities with “Bangor” in the name; Think Energy was only licensed in one of the Bangor utilities. The error was due to incorrect zip codes in Think Energy’s systems which was rectified within one day of the Commission’s notice to Think Energy.

In Ohio in 2017, a staff member instructed Think Energy to cease natural gas marketing. The Commission’s instruction was lifted, and Think Energy resumed natural gas marketing services in Ohio.

In Ohio in 2018, Think Energy was required by PUCO to cease door-to-door marketing as a result of a regulation misinterpretation. Think Energy mistakenly understood that the PUCO rules specifically addressing door-to-door sales completely covered all consent requirements. Think Energy did not interpret the regulations to include the general rules for mailing, facsimiles and direct enrollments to be in addition to the door-to-door rules. Due to this misunderstanding, Think Energy believed that its’ obtaining third party verifications for all door-to-door sales was sufficient. Think Energy acknowledged its good faith mistake and corrected the mistake in order to be in compliance with the regulation, and the matters raised by staff were fully addressed to the satisfaction of PUCO.

- (a) *Date investigation began = **June 20, 2017 and February 15, 2018 (see PUCO letters attached hereto);***
- (b) *Status of investigation = **resolved to the satisfaction of both PUCO & Think Energy;***
- (c) *Description of nature of alleged violation = **see above;** and*
- (d) *If this investigation resulted in a finding of a violation, fine, sanction and/or penalty, then include the following:*
 - *Date of Finding of Violation/Fine/Sanction/Penalty = **see Joint Stipulation & Recommendation attached hereto;** or*
 - *A copy of the Order Imposing Violation/Fine/Sanction/Penalty = **see Finding & Order attached hereto.***



Public Utilities Commission

Asim Z. Haque, Chairman

Commissioners

M. Beth Trombold
Thomas W. Johnson
Lawrence K. Friedeman
Daniel R. Conway

June 20, 2017

Julian Mithani
Engie Retail LLC dba Think Energy
1990 Post Oak Blvd
Suite 1900
Houston, TX 77056

Dear Mr. Mithani:

This letter serves as a notice of probable non-compliance of certain provisions of the Ohio Administrative Code (OAC). Based on Staff's investigation outlined below, Staff finds that Engie Retail LLC dba Think Energy (Think Energy) is in probable non-compliance of Ohio Adm. Code 4901:1-29-06(B), which states, in part: "a retail natural gas supplier and government aggregator is prohibited from enrolling potential customer without consent and proof of that consent as delineated in paragraph (C), (D), and (E) of this rule."

Staff recently investigated a consumer complaint against Think Energy regarding a customer being switched without the customer's consent (PUCO Case ID# GKOE052517XE). In the complaint, the customer stated that a representative visited their home and spoke to her husband; an elderly gentleman in his 70s. The representative "looked" at their bill. Her husband did not authorize a switch. They have not received any calls from any suppliers because they do not have a home phone. The customer became aware of the switch when she received an email from her current supplier informing her of an early termination fee. Upon contacting her local distribution company, she was informed of the switch from her supplier to "Engie Retail LLC".

Think Energy was contacted by the staff and the company was asked to supply proof of the authorized switch and the company provided the third party verification call (TPV) for the enrollment. On the recording, the representative gave a home phone number of (216) 206-9091 and a first name of "Gale" for the customer. The "customer" who claimed to be "Gale" seemed to be a younger woman while the woman who contacted the Public Utilities Commission of Ohio (PUCO) regarding this matter is not. Also, the person who completed the TPV indicated her name was spelled "Gale" while the customer who contacted the PUCO spelled her name as "Gail". The phone number that was provided to the third party verifier is not the phone number of the customer who contacted the PUCO.

In response to the complaint, Think Energy informed staff that on the date in question "a seemingly valid TPV was completed". The response further stated "although it is possible the person who completed the TPV is the Customer, in an effort to be proactive, Think Energy has opened a request to drop this account back to the utility". The response went on to inform that the customer will also be refunded for the amount of Think Energy's portion of the bill until the

drop is complete. When asked to provide a copy of the contract that contained the customer's signature, Think Energy was not able to do so. The company stated that the third party vendor, Gold Star, did not follow the policy of Think Energy.

Based on the investigation, Staff finds that Think Energy is in probable non-compliance of the aforementioned rule. As a result, **Think Energy is required to immediately cease marketing customers in Ohio until further notice.** Failure to comply may result in additional enforcement actions including but not limited to the assessment of forfeitures in the amount of \$10,000 per violation per day. By July 5, 2017, Think Energy shall respond to this enforcement letter and specifically present the following items for staff review:

1. The action plan to ensure that Think Energy complies with the OAC referenced above;
2. Audit all Ohio enrollments completed by Gold Star to determine if the enrollments comply with the OAC (including by not limited to signed contracts, TPVs, etc);
3. Provide staff a list of all enrollments completed by the representative involved in this complaint;
4. Provide all contracts which contain the customer's signature for enrollments completed by the representative involved in this complaint;
5. Investigate all enrollments submitted by the representative in question to determine if the enrollments were authorized;
6. The outcome of the internal investigation;
7. For any enrollments found to be in-valid, follow the steps outlined in Ohio Adm. Code 4901:1-29-08(D);
8. A list of customers who are entitled to a refund;
9. The amount of each customer's refund;
10. How the customers will be refunded; and
11. The timeline for the refunds.

If you have any questions regarding this letter, please feel free to contact me via telephone at (614) 466-8526 or email at nedra.ramsey@puco.ohio.gov.

Sincerely,

Nedra Ramsey

Nedra Ramsey
Public Utilities Administrator 2
Reliability and Service Analysis Division
Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio



February 15, 2018

Julian Mithani
Engie Retail LLC dba Think Energy
1990 Post Oak Blvd
Suite 1900
Houston, TX 77056

Dear Mr. Mithani:

This letter is a notice of probable non-compliance to Engie Retail, LLC dba Think Energy (Think Energy). Staff of the Public Utilities Commission of Ohio (PUCO or Commission) has conducted an investigation into the marketing and enrollment practices of Think Energy and has concluded that Think Energy is in probable non-compliance with certain sections of the Ohio Administrative Code (OAC).

Staff contacted Think Energy on June 20, 2017 and advised them that it was staff's position that Think Energy should cease marketing in Ohio pending staff's investigation into complaints that representatives from Think Energy were using misleading and deceptive sales practices in Think Energy's door to door marketing campaign. Additionally, staff found that Think Energy was not obtaining a signature from customers during the enrollment for gas supply. Think Energy cooperated with staff's requests. Think Energy followed up with a detailed action plan to ensure compliance with the OAC going forward. Based on staff's review of the action plan and after a series of conversations, staff found no issue with Think Energy's request to begin marketing again.

In November of 2017, staff noticed an increase in complaints for the same issues raised in the previous complaints against Think Energy. Staff investigated and again found Think Energy's practices to be misleading and deceptive. Representatives of Think Energy were again enrolling customers for gas and electric supply service without their consent. In addition, staff found Think Energy did not obtain a signature on electric door to door enrollments. On November 20, 2017, staff requested that Think Energy cease all door to door marketing.

Probable Non-Compliance Violations

Therefore, staff finds that Think Energy is in probable non-compliance with the following sections of the OAC:

1. OAC 4901:1-21-04(A) which requires each competitive retail electric service provider to establish and maintain records and data sufficient to verify compliance with the requirements of any applicable commission rules and support any investigation of customer complaints.
2. OAC 4901:1-21-05(C), which states, in part, "No CRES provider may engage in marketing, solicitation, or sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a CRES."

3. OAC 4901:1-21-06(C), which states in part, “CRES providers are prohibited from enrolling potential customers without their consent and proof of that consent as delineated in paragraph (D) of this rule.”
4. OAC 4901:1-21-06(D), which contains requirements on residential and small commercial enrollment and consent, including obtaining a customer’s signature.
5. OAC 4901:1-29-05(D), which states in part, “No retail natural gas supplier or governmental aggregator may engage in marketing, solicitation, sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a competitive retail natural gas service.”
6. 4901:1-29-06(B), which states, in part, “A retail natural gas supplier and governmental aggregator is prohibited from enrolling potential customers without consent and proof of that consent as delineated in paragraphs (C), (D), and (E) of this rule.”
7. OAC 4901:1-29-06(D), which contains requirements on residential and small commercial enrollment and consent

Proposed Corrective Action

To address these issues of probable non-compliance, PUCO staff proposes the following corrective actions:

1. Develop, submit to staff for staff’s approval, and maintain an effective quality assurance program that will ensure compliance with the Commission’s rules governing CRES and CRNGS providers.
2. Provide a plan for obtaining consent for each electric enrollment in which Think Energy did not receive proper consent and provide proof to staff that the plan was implemented.

Proposed Forfeiture

Finally, staff is proposing a forfeiture of \$173,135.00 against Think Energy for the above mentioned failures to comply with the requirements found in the OAC.

By March 1, 2018, please respond to the notice of probable non-compliance with Think Energy’s plan to come into compliance with the above mentioned rules and implement staff’s proposed corrective actions.

Sincerely,



Barbara Bossart
Chief, Reliability and Service Analysis Division
Service Monitoring and Enforcement Dept.

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of ENGIE Retail LLC d/b/a : Case No. 18-0938-GE-UNC
Think Energy :
:

JOINT STIPULATION AND RECOMMENDATION

This Joint Stipulation and Recommendation (“Stipulation”) sets forth the understanding of ENGIE Retail, LLC d/b/a Think Energy (“Think Energy”) and the Staff of the Public Utilities Commission of Ohio (“Staff”), each of whom is a “Signatory Party” and together constitute the “Signatory Parties.” The Signatory Parties recommend that the Public Utilities Commission of Ohio (“Commission”) approve and adopt this Stipulation, which will resolve all of the issues identified by the Staff in its Notice of Probable Non-Compliance dated February 15, 2018 (“Notice Letter”).

Staff and Think Energy have engaged in settlement discussions in an effort to reach a mutually acceptable resolution that would address the concerns raised by Staff’s Notice Letter. As a result of those negotiations, Staff and Think Energy hereby enter into this Stipulation. The Stipulation is not an admission or finding of liability, and is entered into without prejudice to the positions the parties may have taken in the absence of the Stipulation, or may take in the event the Commission does not approve this Stipulation. The Stipulation resolves all of the issues raised in the Staff’s Notice Letter.

Ohio Adm.Code 4901-1-30 provides that two or more parties to a Commission proceeding may enter into a written stipulation concerning the issues presented in the proceeding.¹ Pursuant to said rule, the Signatory Parties hereby stipulate, agree, and recommend that the Commission adopt and approve this Stipulation.

Although the Signatory Parties recognize that this Stipulation is not binding upon the Commission, the Signatory Parties respectfully submit that the Stipulation is supported by the record, and that it represents a just and reasonable resolution of the issues involved, violates no regulatory principle or precedent, and is in the public interest. The Signatory Parties represent that the Stipulation is the product of serious negotiations among knowledgeable parties, and that the Stipulation represents a compromise involving a balancing of those interests, and does not necessarily reflect the position that any one of the Signatory Parties would have adopted if this matter had been fully litigated. The primary objective of this Stipulation is to avoid, to the extent reasonably possible, the potential for future customer complaints resulting from marketing, solicitation, and customer enrollment practices, by Think Energy to customers.

In joining in this Stipulation, the Signatory Parties recognize that it is not in the public interest to subject the Signatory Parties and the Commission to the burdens associated with litigating the issues raised by the Staff's Notice Letter when a reasonable and acceptable outcome can be achieved through settlement negotiations. The Signatory

¹ Pursuant to Ohio Adm.Code 4901-1-10(C), the Staff is considered a party for purposes of Ohio Adm.Code 4901-1-30.

Parties agree that this Stipulation shall not be relied upon as precedent for or against any party to this proceeding in any subsequent proceeding, except as may be necessary to enforce the terms of this Stipulation or as part of the company's history of violations in determining the appropriate forfeiture or corrective action for any future violations.

The Signatory Parties believe that the Stipulation represents a reasonable compromise of varying interests. The Stipulation is expressly conditioned upon adoption in its entirety by the Commission without material modification by the Commission. Should the Commission reject or materially modify all or any part of this Stipulation, each Signatory Party shall have the right, within thirty (30) days of the Commission's order, to file an application for rehearing. Upon the Commission's issuance of an entry on rehearing that does not adopt the Stipulation in its entirety, without material modification, any Signatory Party may terminate and withdraw from the Stipulation by filing a notice with the Commission within thirty (30) days of the Commission's entry on rehearing. No Party shall oppose the termination and withdrawal from the Stipulation by any other Signatory Party.² Upon notice of termination or withdrawal by any Signatory Party pursuant to the above provisions, the Stipulation shall immediately become null and void. In such event, this matter shall proceed to hearing, and the Signatory Parties shall be afforded the full opportunity to file and present testimony and evidence through

² The Parties recognize and agree that the determination of what constitutes a "material modification" is within the sole discretion of the Party exercising its right to file an application for rehearing and/or its right to terminate and withdraw from the Stipulation pursuant to this paragraph.

witnesses, to cross-examine all witnesses, to present rebuttal testimony, and to brief all issues, which shall be decided based upon the record and briefs as if this Stipulation had never been executed.

The Signatory Parties fully support this Stipulation and urge the Commission to accept and approve the terms found below.

WHEREAS, Think Energy is a retail natural gas supplier as defined in R.C. 4929.01, a retail electric supplier as defined in R.C. 4928.01, and is subject to the jurisdiction of this Commission pursuant to R.C. 4928.16 and 4929.24.

WHEREAS, on February 15, 2018, Staff issued the Notice Letter to Think Energy regarding several issues identified therein, which is attached hereto as Exhibit A;

WHEREAS, Think Energy and Staff met on numerous occasions to address the issues raised in Staff's Notice Letter and have reached a resolution of all issues;

NOW, THEREFORE, in consideration of the terms and mutual promises set forth herein, the Signatory Parties hereby agree, as follows:

1. Upon the filing of this Stipulation with the Commission, the Program, as defined below, shall be implemented immediately insofar as the actions have not already been accomplished by Think Energy as of the date of this Stipulation.
2. Think Energy will work collaboratively with Staff to implement the following measures:
 - A. Think Energy will certify that it has mailed a letter to electricity and natural gas customers that were enrolled via door to door solicitation from September 2017 through November 2017. Think Energy will submit to

Staff a list of all mailing addresses of customers who were provided notice. Think Energy will provide the letter to staff for review and approval prior to mailing it to customers.

- B. Think Energy will submit to Staff at least 30 days prior to resuming door-to-door marketing a quality assurance/compliance plan to address staff training, sales contracts, sales scripts and practices, and enrollment documentation.
 - C. If Think Energy resumes door-to-door marketing, Think Energy shall submit a monthly report to Staff, for twelve (12) months, on door-to-door enrollment activity including: the number of door-to-door enrollments, the number of door-to-door enrollments submitted to the electric distribution utility ("EDU") / local distribution company ("LDC"), the number of customers that rescinded their door-to-door enrollment, the number of customer complaints regarding door-to-door enrollments, and the number of customers that were successfully switched.
 - D. Think Energy shall notify Staff at least 30 days prior to resuming door-to-door marketing. This notice shall include the territories and class of customer.
3. Think Energy agrees to pay a forfeiture of \$110,000.00. Upon approval of this stipulation by the Commission, Think Energy agrees to submit payment, by certified check or money order made payable to "Treasurer, State of Ohio," to:

Public Utilities Commission of Ohio

Attn: Fiscal Division
180 E. Broad Street
Columbus, OH 43215-3793

Payment shall be paid within 30 days of the entry approving this Stipulation and shall note the docket number assigned to this matter.

WHEREFORE, the Signatory Parties agree and recommend this 5th day of June, 2018 that the Commission find that the Stipulation represents a reasonable resolution of this matter, that the Stipulation should be adopted and approved.

**On behalf of the Staff of
The Public Utilities Commission of
Ohio:**



Werner L. Margard III
Assistant Attorney General
Public Utilities Section
30 East Broad Street, 16th Floor
Columbus, Ohio 43215
614.466.4397 (telephone)
614.644.8764 (fax)
werner.maragr@ohioattorneygeneral.gov

**On behalf of ENGIE Retail, LLC dba
Think Energy:**



Joel Elkins
Vice President and General Manager
ENGIE Retail, LLC
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
713.636.1285 (telephone)
713.636.1601 (fax)
Joel.Elkins@engie.com

February 15, 2018

Julian Mithani
Engie Retail LLC dba Think Energy
1990 Post Oak Blvd
Suite 1900
Houston, TX 77056

Dear Mr. Mithani:

This letter is a notice of probable non-compliance to Engie Retail, LLC dba Think Energy (Think Energy). Staff of the Public Utilities Commission of Ohio (PUCO or Commission) has conducted an investigation into the marketing and enrollment practices of Think Energy and has concluded that Think Energy is in probable non-compliance with certain sections of the Ohio Administrative Code (OAC).

Staff contacted Think Energy on June 20, 2017 and advised them that it was staff's position that Think Energy should cease marketing in Ohio pending staff's investigation into complaints that representatives from Think Energy were using misleading and deceptive sales practices in Think Energy's door to door marketing campaign. Additionally, staff found that Think Energy was not obtaining a signature from customers during the enrollment for gas supply. Think Energy cooperated with staff's requests. Think Energy followed up with a detailed action plan to ensure compliance with the OAC going forward. Based on staff's review of the action plan and after a series of conversations, staff found no issue with Think Energy's request to begin marketing again.

In November of 2017, staff noticed an increase in complaints for the same issues raised in the previous complaints against Think Energy. Staff investigated and again found Think Energy's practices to be misleading and deceptive. Representatives of Think Energy were again enrolling customers for gas and electric supply service without their consent. In addition, staff found Think Energy did not obtain a signature on electric door to door enrollments. On November 20, 2017, staff requested that Think Energy cease all door to door marketing.

Probable Non-Compliance Violations

Therefore, staff finds that Think Energy is in probable non-compliance with the following sections of the OAC:

1. OAC 4901:1-21-04(A) which requires each competitive retail electric service provider to establish and maintain records and data sufficient to verify compliance with the requirements of any applicable commission rules and support any investigation of customer complaints.
2. OAC 4901:1-21-05(C), which states, in part, "No CRES provider may engage in marketing, solicitation, or sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a CRES."

3. OAC 4901:1-21-06(C), which states in part, "CRES providers are prohibited from enrolling potential customers without their consent and proof of that consent as delineated in paragraph (D) of this rule."
4. OAC 4901:1-21-06(D), which contains requirements on residential and small commercial enrollment and consent, including obtaining a customer's signature.
5. OAC 4901:1-29-05(D), which states in part, "No retail natural gas supplier or governmental aggregator may engage in marketing, solicitation, sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a competitive retail natural gas service."
6. 4901:1-29-06(B), which states, in part, "A retail natural gas supplier and governmental aggregator is prohibited from enrolling potential customers without consent and proof of that consent as delineated in paragraphs (C), (D), and (E) of this rule."
7. OAC 4901:1-29-06(D), which contains requirements on residential and small commercial enrollment and consent

Proposed Corrective Action

To address these issues of probable non-compliance, PUCO staff proposes the following corrective actions:

1. Develop, submit to staff for staff's approval, and maintain an effective quality assurance program that will ensure compliance with the Commission's rules governing CRES and CRNGS providers.
2. Provide a plan for obtaining consent for each electric enrollment in which Think Energy did not receive proper consent and provide proof to staff that the plan was implemented.

Proposed Forfeiture

Finally, staff is proposing a forfeiture of \$173,135.00 against Think Energy for the above mentioned failures to comply with the requirements found in the OAC.

By March 1, 2018, please respond to the notice of probable non-compliance with Think Energy's plan to come into compliance with the above mentioned rules and implement staff's proposed corrective actions.

Sincerely,



Barbara Bossart
Chief, Reliability and Service Analysis Division
Service Monitoring and Enforcement Dept.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/5/2018 3:35:40 PM

in

Case No(s). 18-0938-GE-UNC

Summary: Stipulation electronically filed by Ms. Tonnetta Scott on behalf of PUC

THE PUBLIC UTILITIES COMMISSION OF OHIO

**IN THE MATTER OF THE COMMISSION'S
CONSIDERATION OF A SETTLEMENT
AGREEMENT BETWEEN ENGIE RETAIL,
LLC D/B/A THINK ENERGY AND THE
COMMISSION'S STAFF.**

CASE NO. 18-938-GE-UNC

FINDING AND ORDER

Entered in the Journal on July 11, 2018

I. SUMMARY

{¶ 1} The Commission adopts the stipulation and recommendation filed by ENGIE Retail, LLC d/b/a Think Energy and Staff addressing the marketing, solicitation, and customer enrollment issues identified in the notice of probable noncompliance issued by Staff on February 15, 2018.

II. DISCUSSION

{¶ 2} ENGIE Retail, LLC d/b/a Think Energy (Think Energy) is an electric services company as defined in R.C. 4928.01 and a retail natural gas supplier as defined in R.C. 4929.01; is certified to provide competitive retail electric service (CRES) under R.C. 4928.08 and to supply competitive retail natural gas service (CRNGS) under R.C. 4929.20; and is subject to the jurisdiction of this Commission pursuant to R.C. 4928.16 and R.C. 4929.24. Accordingly, Think Energy is required to comply with the Commission's minimum CRES standards set forth in Ohio Adm.Code Chapter 4901:1-21, as well as the minimum CRNGS standards set forth in Ohio Adm.Code Chapter 4901:1-29.

{¶ 3} Ohio Adm.Code 4901:1-23-04(A) provides that, if Staff and a CRES provider reach agreement regarding the violation of a rule within Ohio Adm.Code Chapter 4901:1-21, the violation of a Commission order, a proposed corrective action or remedy, or the amount of a forfeiture or other payment, the agreement must be reduced to writing in a settlement agreement and filed with the Commission for approval. Similarly, Ohio

Adm.Code 4901:1-34-05(A) provides that, if Staff and a retail natural gas supplier reach agreement regarding the violation of a rule within Ohio Adm.Code Chapter 4901:1-27 through 4901:1-29, the violation of any provision of R.C. Chapter 4929, the violation of a Commission order, a proposed corrective action or remedy, or the amount of a forfeiture or other payment, the agreement must be reduced to writing and filed with the Commission for approval.

{¶ 4} On June 5, 2018, Think Energy and Staff filed a joint stipulation and recommendation (stipulation), which would resolve all of the issues identified by Staff in a notice of probable noncompliance issued to Think Energy on February 15, 2018, citing alleged violations of Ohio Adm.Code 4901:1-21-04(A) (which requires each CRES provider to establish and maintain records and data sufficient to verify compliance with the requirements of any applicable Commission rules and support any investigation of customer complaints), 4901:1-21-05(C) and 4901:1-29-05(D) (which prohibit CRES and CRNGS providers from engaging in marketing, solicitation, sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a CRES or CRNGS), 4901:1-21-06(C) and 4901:1-29-06(B) (which prohibit CRES and CRNGS providers from enrolling potential customers without their consent and proof of that consent), and 4901:1-21-06(D) and 4901:1-29-06(D) (which contain requirements on residential and small commercial enrollment and consent.) The stipulation notes that Staff and Think Energy met on numerous occasions to address the issues, which culminated in the stipulation. According to the signatory parties, the stipulation's primary objective is to avoid, to the extent reasonably possible, the potential for future consumer or customer complaints resulting from Think Energy's marketing, solicitation, and customer enrollment practices. The signatory parties also note that the stipulation is not an admission or finding of liability, and is entered into without prejudice to the positions that the parties may have taken in the absence of the stipulation.

{¶ 5} The following is a summary of the provisions agreed to by the signatory parties and is not intended to replace or supersede the stipulation. The parties agree to the following conditions and recommendations:

- (a) Upon the filing of the stipulation with the Commission, the compliance program, as defined in the stipulation, shall be implemented immediately, insofar as the actions have not already been accomplished by Think Energy as of the date of the stipulation.
- (b) Think Energy will work collaboratively with Staff to implement the following compliance program:
 - i. Think Energy will certify that it has mailed a corrective letter to electricity and natural gas customers that were enrolled via door-to-door solicitation from September 2017 through November 2017. Think Energy will submit to Staff a list of all mailing addresses of customers who were provided notice. Think Energy will provide the letter to Staff for review and approval prior to mailing it to customers.
 - ii. Think Energy will submit to Staff at least 30 days prior to resuming door-to-door marketing a quality assurance/compliance plan to address staff training, sales contracts, sales scripts and practices, and enrollment documentation.
 - iii. If Think Energy resumes door-to-door marketing, Think Energy shall submit a monthly report to Staff, for 12 months, on door-to-door enrollment activity including:

the number of door-to-door enrollments, the number of door-to-door enrollments submitted to the electric distribution utility/local distribution company, the number of customers that rescinded their door-to-door enrollment, the number of customer complaints regarding door-to-door enrollments, and the number of customers that were successfully switched.

- iv. Think Energy shall notify Staff at least 30 days prior to resuming door-to-door marketing. This notice shall include the territories and class of customers.

- (c) Think Energy agrees to pay a forfeiture of \$110,000. Payment shall be made within 30 days of the entry approving the stipulation.

{¶ 6} The Commission notes that Ohio Adm.Code 4901:1-23-04(A) and 4901:1-34-05(A) permit Think Energy and Staff to enter into a stipulation for the purpose of resolving any alleged violations of the CRES and CRNGS minimum standards and service requirements. We will, therefore, consider the stipulation pursuant to our enforcement authority under Ohio Adm.Code Chapters 4901:1-23 and 4901:1-34. The issue before the Commission in this case is whether the stipulation, which embodies considerable time and effort by the signatory parties, is reasonable and should be adopted. The stipulation in this case provides for a compliance program intended to facilitate improvements in Think Energy's marketing, solicitation, and customer enrollment practices as a CRES and CRNGS provider in the state of Ohio. The stipulation also establishes a process whereby Think Energy will work with Staff to ensure full compliance with the Commission's rules and orders on these issues. Accordingly, we find that the stipulation represents a reasonable resolution of this matter and that it should be approved and adopted in its entirety.

III. ORDER

{¶ 7} It is, therefore,

{¶ 8} ORDERED, That the stipulation filed by Think Energy and Staff be adopted and approved. It is, further,

{¶ 9} ORDERED, That nothing in this Finding and Order shall be binding upon the Commission in any future proceeding or investigation involving the justness or reasonableness of any rate, charge, rule, or regulation. It is, further,

{¶ 10} ORDERED, That a copy of this Finding and Order be served upon all parties of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO



Asim Z. Haque, Chairman

M. Beth Trombold

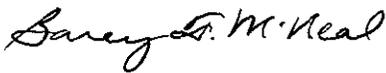
Thomas W. Johnson

Lawrence K. Friedeman

Daniel R. Conway

SEC/sc

Entered in the Journal
JUL 1 1 2018



Barcy F. McNeal
Secretary



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION
ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490**

Exhibit 8

Puc 2006.01(w) – Provide a copy of each contract to be used for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.

See attached:

- 1) NH Residential Disclosure Summary;***
- 2) NH Residential – Fixed Rate NH Terms of Service;***
- 3) NH Residential – Letter of Authorization;***
- 4) NH Small Commercial Disclosure Summary;***
- 5) NH Small Commercial – Fixed Rate Terms of Service; and***
- 6) NH Small Commercial – Letter of Authorization.***

New Hampshire Electricity Supplier
Residential Disclosure Summary



Product Type	months fixed price. 0% Renewable
Length of the Agreement:	Once your Local Utility Company confirms your enrollment, your electricity will be supplied by Think Energy at the Fixed Rate for monthly billing cycles.
Fixed Per kWh Price:	You will pay a fixed rate of cents per kWh for electricity supply, which will remain the same at all usage levels. Applicable state and local sales taxes, transmission and distribution charges and other utility charges such as the system benefits charge and the stranded cost recovery charge are not included in the contract price, and the utility will bill for these costs.
Charges:	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.
You Will Pay:	\$ at 500kWh \$ at 1000kWh \$ at 1500kWh
Environmental Characteristics:	Non-Renewable
Early Termination Fee:	\$
Late Payment Fee:	Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies.
Renewal Terms:	Think Energy will provide you renewal options between 30 and 60 days prior to the expiration of your fixed-rate term.
Energy Assistance Programs:	For Energy Assistance such as LIHEAP (Low Income Home Energy Assistance Program) call your local utility or the New Hampshire Public Utilities Commission Consumer Affairs at 1-800-352-3793.



RESIDENTIAL – FIXED RATE
NEW HAMPSHIRE TERMS OF SERVICE

ENGIE Retail, LLC d/b/a “Think Energy”
11807 Westheimer Road Suite 550 PMB 808
Houston, TX 77077

Website: www.thinkenergy.com

NH License #DM 15-490

Toll-free Telephone Number: 888-923-3633

Facsimile Number: 1-713-583-2978

Email Address: customercare@mythinkenergy.com

Your price and term can be found on your Contract Summary. This Terms of Service Agreement, together with your Contract Summary in writing, by telephone, or through the internet, constitutes your contract for service with Think Energy. Contact Customer Care to request a written copy of the contract documents sent to you by regular mail.

Right to Cancel. You may cancel this agreement within ten (10) business days following receipt of this agreement (eleven (11) business days from postmarked date if agreement is sent via mail) by contacting Customer Care by telephone or email.

Purchase and Sale. Think Energy will sell and supply and you will purchase and receive all electricity necessary to meet your full requirements for your service location.

Term. Service will begin on the date of your first meter read following your confirmed enrollment with us by your local utility. Because this date is determined by your local utility, we are not able to commit to a specific start date for your service. If you are a current customer renewing with Think Energy, your new fixed-rate will take effect on the first meter read date following the date your new renewal is processed by Think Energy or at the end of your current fixed-rate term, whichever is later. If you fail to take action before completion of the fixed-rate term, Think Energy may opt to switch your account to utility default service or continue serving you on a month-to-month basis based on monthly meter read cycles (referred to as “rollover service”) with no change to these terms of service,

except the Price will be a monthly variable rate described in the following paragraph. When receiving rollover service, you may cancel this agreement at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.

Price. During the fixed-rate term you will pay the fixed-rate price per kWh of electricity consumed, which is inclusive of all electricity supply service including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO charges or administrative fees incurred. If you are on rollover service, the price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. Taxes and Utility Related Charges are not included in the Price and will be passed through to you. “Utility Related Charges” means charges or surcharges by your local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of your state’s electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items. “Taxes” means any and all taxes and fees imposed on the purchase and sale of electricity by any governmental authority.

Switching. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility. You can terminate service with Think Energy by notifying Think Energy, contracting with a new supplier, contracting with an aggregator granted agency authority, or contacting the utility to select default service.

Billing and Payment; Consolidated Billing. You will be invoiced by your local utility showing the charges due for each preceding billing cycle, including the

monthly charges for electricity consumption and any other related charges or fees, plus any Taxes and Utility Related Charges. Your local utility may in some cases use estimated data for billing purposes, but such estimates will be reconciled once the local utility receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your local utility's billing due date. "Billing cycle" means the period between meter read dates. Your local utility and/or Think Energy may offer you budget billing plans.

Late Fees; Disconnection; Invoice Adjustments. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies. Your service could also be disconnected in accordance with your local utility tariff. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the local utility adjusts its meter reading for any reason, we may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment.

Force Majeure. There may be certain events that are beyond the reasonable control of Think Energy that could not have been prevented by our exercise of due diligence such as acts of God, acts of any governmental authority, accidents, labor strikes, etc. If we are unable to carry out, in whole or part, our obligations under this agreement that may result in interruptions of service due to such an event, we will give you notice and provide full details of the event in writing as soon as practicable after the occurrence of the event. During this period, our obligations will be suspended to the extent required.

CANCELLATION BY THINK ENERGY; EARLY CANCELLATION FEE. Think Energy may switch your service to local utility default service upon ten (10) business days prior written notice and charge you a cancellation fee in the event of any of the following: (a) you fail to make any payment required under this agreement; (b) any representation or warranty made by you in this agreement proves to have been false

or misleading or ceases to remain true, or (c) you are deemed ineligible for consolidated billing, or you request dual billing from your local utility. This paragraph does not limit any right of setoff, combination of accounts, lien or other right which Think Energy may have or acquire (through operation of law, contract or otherwise). You may be also be charged an early cancellation fee if you switch your service away from Think Energy before the end of your term.

Renewable Energy Plan. If you select a "Renewable" or "Green" Product Plan pursuant to this Agreement, you are agreeing to purchase from Think Energy a product supported 100% by renewable energy credits (RECs). Think Energy will purchase and retire RECs in an amount equal to your consumption during the renewable term, which may be procured by national sources allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.

Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND SUCH DAMAGES AND REMEDIES ARE WAIVED.

Miscellaneous. Notices, correspondence, and address changes must be by telephone or in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). Each of you and Think Energy will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party. No waiver by you or Think Energy of any one or more defaults by the other party in the performance of any of the provisions of this agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any provision or

section of this agreement declared or rendered unlawful by a court of law or regulatory agency with applicable jurisdiction or deemed unlawful because of a statutory change, will not affect the lawful obligations under this agreement. All indemnity obligations will survive cancellation of this agreement. ALL MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW HAMPSHIRE, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein, Think Energy and its successors and assigns make NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities you undertake, pursuant to this agreement. We are solely a counter-party in all transactions with you under this or any other agreement and we have no duty to advise you or exercise judgment on your behalf as to the merits or suitability of any transactions that we propose to enter into with you.

Assignment. You may not assign this agreement or any of your rights or obligations under this agreement without the prior written consent of Think Energy. We may, without your consent transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds. We may also assign this agreement to a certified electric supplier or affiliated entity pursuant to N.H. Code Admin. R. Ann. PUC 2004.05 (2015). Prior to such an assignment, you will be given at least fourteen (14) days prior written notice informing you of your options to continue service with the transferee, switch to an alternate supplier, or return to utility default service. Any assignment in violation of this paragraph is void. After our assignment of this agreement, we will have no further obligations under this agreement.

Changes to Terms of Service. This agreement constitutes the entire agreement between you and Think Energy. No amendment, modification, waiver or change will be enforceable except as outlined in this paragraph. If we wish to make changes to this

agreement, we will first send you a written notice at least 30 days in advance through a separate document or on your invoice. Notice is not required for any changes that benefit you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Terms of Service." If you are satisfied with the changes, no action is necessary to continue to receive service. If you find the changes unacceptable, you may choose to switch to another supplier before the changes go into effect, without any charge or cancellation fee, however all outstanding balances will still be due. A new Terms of Service will be provided to you whenever a change is made and upon request at any time free of charge.

Dispute Resolution. Contact Think Energy Customer Care via mail, facsimile, email, or telephone at (888)923-3633 with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).

JURY TRIAL WAIVER; CLASS ACTION WAIVER. BOTH YOU AND THINK ENERGY AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your local utility: consumption history, billing and payment information, local utility account number, credit information, participation in budget billing or other payment arrangements, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information

may be used by Think Energy in accordance with applicable law to determine whether we will commence and/or continue to provide electricity supply service to you and will not be disclosed to a third party unless required by law. Visit <https://www.donotcall.gov/> or call 1-888-382-1222 to add your contact information to the national do not call registry. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to cancel this contract. A copy of Think Energy's privacy policy can be found at www.mythinkenergy.com/privacy-policy.

Local Utility Information.

Eversource (800)662-7764; Unitil (800)852-3339 (Capital Area) or (800)582-7276 (Seacoast Area); NHEC (800)698-2007; Liberty (855)349-9455

Your Local Utility Company is responsible for billing Distribution Charges. In the event of an emergency, such as a power failure or a downed power line, you should call your Local Utility Company. You have the right to receive basic default service from your Local Utility Company instead of an electricity supplier.



Written Authorization – This document is required by New Hampshire Law to authorize a change in your Competitive Electric Power Supplier (CEPS).

By electronically signing this Written Authorization, you authorize your local utility, ("Utility") to change your CEPS to ENGIE Retail, LLC dba "Think Energy" ("Think Energy") for your residential or commercial account. The account information and customer information you provided in the enrollment request is correct.

Think Energy will provide electric service to you in accordance with the Terms of Service Documents that contain the terms, conditions, nature and rates of service to be provided, including the rates for service, which you acknowledge have been separately provided to you by Think Energy.

You confirm that you have the chance to review your current CEPS contract and/or contact your current CEPS to learn if any early termination fees are applicable.

Electronic acceptance of this Written Authorization in the enrollment process is a legally binding signed acknowledgement of this Written Authorization as of the date of acceptance.

Signed,

You, the Customer

Address:

Date:

NEW HAMPSHIRE ELECTRICITY SUPPLIER
SMALL COMMERCIAL DISCLOSURE SUMMARY



Product Type	months fixed price
Length of the Agreement:	Think Energy will begin supplying your electricity on the date of your first meter read following your confirmed enrollment with us, which is set by your Local Utility Company, and will continue for monthly billing cycles.
Fixed Per kWh Price:	You will pay a fixed rate of cents per kWh for electricity supply, which will remain the same at all usage levels. Applicable state and local sales taxes, transmission and distribution charges and other utility charges such as the system benefits charge and the stranded cost recovery charge are not included in the contract price, and the utility will bill for these costs.
Charges:	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.
You Will Pay:	\$ at 2000kWh \$ at 4000kWh \$ at 6000kWh
Environmental Characteristics:	Non-renewable
Early Termination Fee:	Early Termination Fee is equal to \$50 for each month remaining in the fixed-rate term. Early Termination Fee does not apply if your business closes or you move to another location.
Late Payment Fee:	Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies.
Renewal Terms:	At the end of the fixed-rate term, if you do not renew with another Think Energy product, switch to another electricity supplier, or switch your service to default service with your Local Utility Company, your service will continue on a month-to-month basis with Think Energy based on monthly billing cycles (referred to as "rollover service") with no change to the terms of service, except the Price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. When receiving rollover service, you may switch your service at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.



SMALL COMMERCIAL – FIXED RATE
NEW HAMPSHIRE TERMS OF SERVICE

ENGIE Retail, LLC d/b/a “Think Energy”
11807 Westheimer Road Suite 550 PMB 808
Houston, TX 77077

Website: www.thinkenergy.com

NH License #DM 15-490

Toll-free Telephone Number: 888 -923-3633

Facsimile Number: 1-713-583-2978

Email Address: customer care@mythinkenergy.com

Your fixed-rate price and fixed-rate term can be found on your Contract Summary. This Terms of Service Agreement, together with your Contract Summary in writing, by telephone, or through the internet, constitutes your contract for service with Think Energy. Contact Customer Care to request a written copy of the contract documents sent to you by regular mail.

Right to Cancel. You may cancel this agreement within six (6) business days following receipt of this agreement (seven (7) business days from postmarked date if agreement is sent via mail) by contacting Customer Care by telephone or email.

Purchase and Sale. Think Energy will sell and supply and you will purchase and receive all electricity necessary to meet your full requirements for your service location.

Term. Service will begin on the date of your first meter read following your confirmed enrollment with us by your local utility. Because this date is determined by your local utility, we are not able to commit to a specific start date for your service. If you are a current customer renewing with Think Energy, your new fixed-rate will take effect on the first meter read date following the date your new renewal is processed by Think Energy or at the end of your current fixed-rate term, whichever is later. Upon completion of the fixed-rate term, if you fail to take action, the term will continue on a month-to-month basis based on monthly meter read cycles (referred to as “rollover service”) with no change to

these terms of service, except the Price will be a monthly variable rate described in the following paragraph. When receiving rollover service, you may cancel this agreement at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.

Price. During the fixed-rate term you will pay the fixed-rate price per kWh of electricity consumed, which is inclusive of all electricity supply service including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO charges or administrative fees incurred. If you are on rollover service, the price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. Taxes and Utility Related Charges are not included in the Price and will be passed through to you. “Utility Related Charges” means charges or surcharges by your local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of your state’s electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items. “Taxes” means any and all taxes and fees imposed on the purchase and sale of electricity by any governmental authority.

Switching. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility. You can terminate service with Think Energy by notifying Think Energy, contracting with a new supplier, contracting with an aggregator granted agency authority, or contacting the utility to select default service.

Billing and Payment; Consolidated Billing. You will be invoiced by your local utility showing the charges due for each preceding billing cycle, including the

monthly charges for electricity consumption and any other related charges or fees, plus any Taxes and Utility Related Charges. Your local utility may in some cases use estimated data for billing purposes, but such estimates will be reconciled once the local utility receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your local utility's billing due date. "Billing cycle" means the period between meter read dates. Your local utility and/or Think Energy may offer you budget billing plans.

Late Fees; Disconnection; Invoice Adjustments. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with your local utility's billing policies. Your service could also be disconnected in accordance with your local utility tariff. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the local utility adjusts its meter reading for any reason, we may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment.

Change in Law. If there is a change in law, ISO zonal boundaries, administrative regulation, or any fees or costs imposed by your ISO or by a governmental authority and such change causes Think Energy to incur any capital, operating or other costs relating to your electricity service, then such costs may be passed through to you.

Force Majeure. There may be certain events that are beyond the reasonable control of Think Energy that could not have been prevented by our exercise of due diligence such as acts of God, acts of any governmental authority, accidents, labor strikes, etc. If we are unable to carry out, in whole or part, our obligations under this agreement that may result in interruptions of service due to such an event, we will give you notice and provide full details of the event in writing as soon as practicable after the occurrence of the event. During this period, our obligations will be suspended to the extent required.

CANCELLATION BY THINK ENERGY; EARLY CANCELLATION FEE. Think Energy may cancel this agreement and switch your service to local utility default service upon ten (10) business days prior written notice in the event of any of the following: (a) you fail to make any payment required under this agreement; (b) any representation or warranty made by you in this agreement proves to have been false or misleading or ceases to remain true, or (c) you are deemed ineligible for consolidated billing, or you request dual billing from your local utility. If we cancel your agreement or you fail to utilize Think Energy as your sole supplier of electricity for your service location (by switching to another supplier or otherwise), then you will be responsible for the cancellation fee. This paragraph does not limit any right of setoff, combination of accounts, lien or other right which Think Energy may have or acquire (through operation of law, contract or otherwise).

Renewable Energy Plan. If you select a "Renewable" or "Green" Product Plan pursuant to this Agreement, you are agreeing to purchase from Think Energy a product supported 100% by renewable energy credits (RECs). Think Energy will purchase and retire RECs in an amount equal to your consumption during the fixed-rate term, and such RECs may be procured by sources allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility.

Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND SUCH DAMAGES AND REMEDIES ARE WAIVED.

Miscellaneous. Notices, correspondence, and address changes must be by telephone or in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). Each of you and Think Energy will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any

person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party. No waiver by you or Think Energy of any one or more defaults by the other party in the performance of any of the provisions of this agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any provision or section of this agreement declared or rendered unlawful by a court of law or regulatory agency with applicable jurisdiction or deemed unlawful because of a statutory change, will not affect the lawful obligations under this agreement. All indemnity obligations will survive cancellation of this agreement. ALL MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW HAMPSHIRE, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein, Think Energy and its successors and assigns make NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities you undertake, pursuant to this agreement. We are solely a counter-party in all transactions with you under this or any other agreement and we have no duty to advise you or exercise judgment on your behalf as to the merits or suitability of any transactions that we propose to enter into with you.

Assignment. You may not assign this agreement or any of your rights or obligations under this agreement without the prior written consent of Think Energy. We may, without your consent transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds. We may also assign this agreement to a certified electric supplier or affiliated entity pursuant to N.H. Code Admin. R. Ann. PUC 2004.05 (2015). Prior to such an assignment, you will be given at least fourteen (14) days prior written notice informing you of your options to continue service with the transferee, switch to an alternate supplier, or return to utility default service. Any assignment
NH.SC.FP.103017

in violation of this paragraph is void. After our assignment of this agreement, we will have no further obligations under this agreement.

Changes to Terms of Service. This agreement constitutes the entire agreement between you and Think Energy. No amendment, modification, waiver or change will be enforceable except as outlined in this paragraph. If we wish to make changes to this agreement, we will first send you a written notice at least 30 days in advance through a separate document or on your invoice. Notice is not required for any changes that benefit you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Terms of Service." If you are satisfied with the changes, no action is necessary to continue to receive service. If you find the changes unacceptable, you may choose to switch to another supplier before the changes go into effect, without any charge or cancellation fee, however all outstanding balances will still be due. A new Terms of Service will be provided to you whenever a change is made and upon request at any time free of charge.

Dispute Resolution. Contact Think Energy Customer Care via mail, facsimile, email, or telephone at (888)923-3633 with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your local utility: consumption history, billing and payment information, local utility account number, credit information, participation in budget billing or other payment arrangements, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Think Energy in accordance with

applicable law to determine whether we will commence and/or continue to provide electricity supply service to you and will not be disclosed to a third party unless required by law. Visit <https://www.donotcall.gov/> or call 1-888-382-1222 to add your contact information to the national do not call registry. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to cancel this contract. A copy of Think Energy's privacy policy can be found at www.mythinkenergy.com/privacy-policy.

Local Utility Information.

Eversource (800)662-7764; Unitil (800)852-3339 (Capital Area) or (800)582-7276 (Seacoast Area); NHEC (800)698-2007; Liberty (855)349-9455

Your Local Utility Company is responsible for billing Distribution Charges. In the event of an emergency, such as a power failure or a downed power line, you should call your Local Utility Company. You have the right to receive basic default service from your Local Utility Company instead of an electricity supplier.



Written Authorization – This document is required by New Hampshire Law to authorize a change in your Competitive Electric Power Supplier (CEPS).

By electronically signing this Written Authorization, you authorize your local utility, ("Utility") to change your CEPS to ENGIE Retail, LLC dba "Think Energy" ("Think Energy") for your residential or commercial account. The account information and customer information you provided in the enrollment request is correct.

Think Energy will provide electric service to you in accordance with the Terms of Service Documents that contain the terms, conditions, nature and rates of service to be provided, including the rates for service, which you acknowledge have been separately provided to you by Think Energy.

You confirm that you have the chance to review your current CEPS contract and/or contact your current CEPS to learn if any early termination fees are applicable.

Electronic acceptance of this Written Authorization in the enrollment process is a legally binding signed acknowledgement of this Written Authorization as of the date of acceptance.

Signed,

You, the Customer

Address:

Date:



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**RENEWAL OF COMPETITIVE ENERGY SUPPLIER REGISTRATION
ENGIE Retail, LLC d/b/a Think Energy – Docket No.: DM 15-490**

Exhibit 9

Puc 2003.01(b)(3) – Refer to Puc 2003.03 for the financial security requirements. Provide an original executed financial security instrument that meets the requirements of Puc 2003.03. File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.

Think Energy currently has on file with the NH PUC Bond and Rider #K13509839 dated effective 11/03/2017. See copies attached hereto.

This bond replaces and supersedes Liberty Mutual Insurance Company Bond No. 022052281 effective 11/19/2017

LICENSE OR PERMIT BOND

BOND NO. K13509839

KNOW ALL MEN BY THESE PRESENTS, That we, ENGIE RETAIL, LLC D/B/A THINK ENERGY as Principal, and WESTCHESTER FIRE INSURANCE COMPANY, a PA Corporation, and authorized to do business in New Hampshire, as Surety are held and firmly bound unto Public Utilities Commission, State of New Hampshire as Obligee, in the sum of One Hundred Thousand and 00/100 Dollars **(\$ 100,000.00), for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.**

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has made application to be granted a license or permit to do business to operate as an electric supplier pursuant to New Hampshire Public Utility Commission rules and regulations as defined in PUC 2003.03.

NOW, THEREFORE, if the said Principal shall faithfully comply with all ordinances, rules and regulations which have been or may hereafter be in force concerning said License or Permit, and shall save and keep harmless the Obligee from all loss or damage with it may sustain or for which it may become liable on account of the issuance of said License or Permit to the Principal, then this obligation to be void; otherwise to remain in full force and effect.

The effective date of this bond shall be November 19, 2017 **and shall be continuous until cancelled as herein stated.** This bond may not be cancelled prior to April 19, 2021, unless Surety receives prior written consent from the Obligee. After the April 19, 2021 date has lapsed, this bond may be cancelled by the Surety by sending notice in writing to the Obligee stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Signed, sealed and dated this 3rd day of November, 2017.

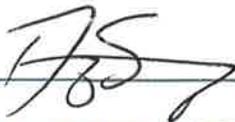
Principal

ENGIE RETAIL, LLC D/B/A THINK ENERGY

Surety

WESTCHESTER FIRE INSURANCE COMPANY

By: _____



By: _____



Sara Owens, Attorney-in-Fact

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

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

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

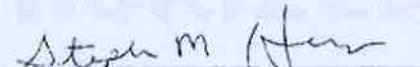
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

Does hereby nominate, constitute and appoint Douglas R Wheeler, Elizabeth Marrero, Jaquanda Martin, Joanne Wagner, Kimberly G Sherrod, Maureen McNeill, Patricia A. Rambo, Sara Owens, Wayne McVaugh, all of the City of PHILADELPHIA, Pennsylvania, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12 day of April 2017.

WESTCHESTER FIRE INSURANCE COMPANY

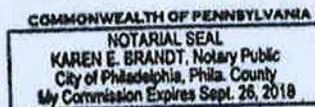



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 12 day of April, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

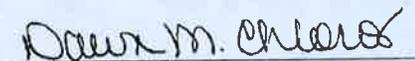



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 3rd day of November, 2017




Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 12, 2019.



WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2016

ADMITTED ASSETS

BONDS	\$1,492,813,519
SHORT - TERM INVESTMENTS	34,890,369
STOCKS	450,903
REAL ESTATE	0
CASH ON HAND AND IN BANK	19,880,440
PREMIUM IN COURSE OF COLLECTION*	69,254,246
INTEREST ACCRUED	14,505,011
OTHER ASSETS	132,649,982
TOTAL ASSETS	<u>\$1,764,444,470</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$200,260,562
RESERVE FOR LOSSES	851,003,190
RESERVE FOR TAXES	16,081,016
FUNDS HELD UNDER REINSURANCE TREATIES	5,666,051
OTHER LIABILITIES	(11,412,992)
TOTAL LIABILITIES	<u>1,061,597,827</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	304,543,059
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	113,861,843
SURPLUS (UNASSIGNED)	279,641,841
SURPLUS TO POLICYHOLDERS	<u>702,846,643</u>
TOTAL	<u>\$1,764,444,470</u>

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

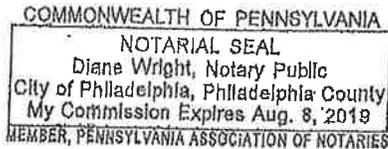
John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2016.

Sworn before me this March 22, 2017

John Taylor
Senior Vice President

Diane Wright
Notary Public

August 8, 2019
My commission expires



R I D E R

To be attached to and form part of:

Bond Number K13509839
dated 11/3/2017

issued by the WESTCHESTER FIRE INSURANCE COMPANY
in the amount of \$ 100,000.00

on behalf of ENGIE RETAIL, LLC D/B/A THINK ENERGY
(Principal)

and in favor of PUBLIC UTILITIES COMMISSION, STATE OF NEW HAMPSHIRE
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

1) The following operative language shall be added as required by Puc 2003.03(c):

“The New Hampshire Public Utilities Commission may draw upon this financial security instrument if and when the Principal has failed to make required payment(s) and/or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission on _____, 20__.”

2) In order for the bond to comply with Puc 2003.03(a)(5), given the current registration term through December 25, 2020, the following date references shall be amended:

FROM: April 19, 2021

TO: June 25, 2021

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

This Rider is to be Effective as of the 19th day of November, 2017.
Signed, Sealed & Dated this 10th day of November, 2017.

ENGIE RETAIL, LLC D/B/A THINK ENERGY
(Principal)

By: _____


WESTCHESTER FIRE INSURANCE COMPANY
(Surety)

By: _____

Sara Owens, Attorney-in-Fact



Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

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

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

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

Does hereby nominate, constitute and appoint Douglas R Wheeler, Elizabeth Marrero, Jaquanda Martin, Joanne Wagner, Kimberly G Sherrod, Maureen McNeill, Patricia A. Rambo, Sara Owens, Wayne McVaugh all of the City of PHILADELPHIA, Pennsylvania, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding SEVENTY MILLION DOLLARS & ZERO CENTS (\$70,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 7 day of November 2017



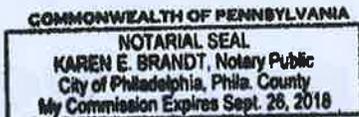
WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 7 day of November, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.


Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 10th day of November 2017.


Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER NOVEMBER 07, 2019.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



Think Energy - NH PUC 2020 CEPS License Renewal

Final Audit Report

2020-10-01

Created:	2020-10-01
By:	Marsha Griffin (Marsha.Griffin@engie.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk9fWSEX5_S-wIVsO2epol3w8ZTS4v3jF

"Think Energy - NH PUC 2020 CEPS License Renewal" History

-  Document created by Marsha Griffin (Marsha.Griffin@engie.com)
2020-10-01 - 6:45:38 PM GMT- IP address: 104.215.72.99
-  Document emailed to Ray Cunningham (ray.cunningham@engie.com) for signature
2020-10-01 - 6:47:25 PM GMT
-  Email viewed by Ray Cunningham (ray.cunningham@engie.com)
2020-10-01 - 6:50:19 PM GMT- IP address: 107.77.221.171
-  Document e-signed by Ray Cunningham (ray.cunningham@engie.com)
Signature Date: 2020-10-01 - 8:28:57 PM GMT - Time Source: server- IP address: 70.138.122.216
-  Agreement completed.
2020-10-01 - 8:28:57 PM GMT