

**XOOM Energy New Hampshire, LLC**

**PART I: Initial Registration of Competitive Electric Power Suppliers ("CEPS")**

**To become a CEPS in the State of New Hampshire**

(a) The registration application required by PUC 2003.01(a) and PUC 2003.02(b) shall include the following:

- (1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in [the State of New Hampshire] and, if available, its website address.

The legal name of the applicant is XOOM Energy New Hampshire, LLC ("XOOM Energy New Hampshire") and its website address is [www.xoomenergy.com](http://www.xoomenergy.com).

- (2) The applicant's business address, telephone number, e-mail address, and website address, as applicable.

XOOM Energy New Hampshire's contact information is:

11208 Statesville Road, Suite 200  
Huntersville, NC 28078  
(704) 274 -1450 (Office)  
(704) 274- 1430 (Fax)  
[www.xoomenergy.com](http://www.xoomenergy.com)

- (3) The applicant's place of incorporation, if anything other than an individual;

XOOM Energy New Hampshire is a New Hampshire limited liability company. A copy of the Certificate of Formation issued by the New Hampshire Secretary of State is attached as Attachment A.

- (4) 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 the applicant is anything other than an individual;

The parent company and single-member manager of XOOM Energy New Hampshire is a XOOM Energy, LLC ("XOOM Energy"), a Delaware limited liability company.

The contact information for XOOM Energy is:

11208 Statesville Road, Suite 200  
Huntersville, NC 28078  
(704) 274 -1450 (Office)  
(704) 274- 1430 (Fax)  
[www.xoomenergy.com](http://www.xoomenergy.com)

- (5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:
- The name, business address and telephone number of the entity;
  - A description of the business purpose of the entity
  - A description of any agreements with any affiliated New Hampshire utility;

**XOOM Energy New Hampshire does not have an affiliate and/or subsidiary that is conducting business in New Hampshire.**

- (6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

**The toll free telephone number for XOOM Energy New Hampshire's Customer Care Center is 1-888-997-8979. The address for the Customer Care center is: 344 South Poplar Street, Hazleton, PA 18201 and its e-mail address is [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).**

- (7) The name, title, business address, telephone number, and e-mail address of the person responsible for responding to commission inquiries;

**Michelle W. Harding, Vice President, Secretary and General Counsel**  
11208 Statesville Road, Suite 200  
Huntersville, NC 28078  
(704) 274 -1450 (Office)  
(704) 274- 1430 (Fax)  
[www.xoomenergy.com](http://www.xoomenergy.com)  
[mharding@xoomenergy.com](mailto:mharding@xoomenergy.com)

- (8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

**Corporation Service Company**  
**d/b/a Lawyers Incorporating Service**  
14 Centre Street  
Concord, NH 03301  
Toll Free Tel: (800) 927-9800  
Email: [csrcontact@cscinfo.com](mailto:csrcontact@cscinfo.com)  
Website: [www.cscglobal.com](http://www.cscglobal.com)

- (9) A copy of the applicant's authorization to do business in New Hampshire;

**See Attachment A, Certificate of Formation.**

- (10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall

delineate the cities and towns where the applicant intends to provide service;

**XOOM Energy New Hampshire intends to provide service in the entire franchise area of the Public Service of New Hampshire.**

- (11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

**XOOM Energy New Hampshire will offer electricity to residential customers, small-to-medium sized commercial and industrial ("C&I") customers throughout New Hampshire. XOOM Energy New Hampshire will offer a variety of service plans, including (i) mass market retail sales (residential & small-to-medium sized business customers), which will include month-to-month variable price plans, term variable price plans, and term fixed plans; and (ii) C&I structured products based on end-user load profiles.**

- (12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;

**XOOM Energy New Hampshire is not currently conducting business relating to the sale of electricity.**

- (13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

**There have been no such customer complaints filed concerning XOOM Energy New Hampshire or its single-member manager, XOOM Energy, relating to the sale of electricity.**

- (14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:
- a. For partnerships, any of the general partners'
  - b. For corporations, any of the officers, directors or controlling stockholders; or
  - c. For limited liability companies, any of the managers or members;

**Neither XOOM Energy New Hampshire nor its single-member manager, XOOM Energy, has ever been convicted of any felony.**

- (15) A statement as to whether the applicant or any of the applicant's principals:
- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions imposed against them pursuant to any state or federal consumer protection law or regulation;
  - b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;
- or

- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complain involving any state or federal consumer protection law or regulation;

**Neither XOOM Energy New Hampshire nor its single-member manager, XOOM Energy, have ever had any civil, criminal or regulatory sanctions imposed against them pursuant to any state or federal consumer protection law or regulation.**

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

**Not applicable.**

(17) For those applicants intending to telemarket, a statement that the applicant shall:

- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
- b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
- c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call lists(s) or customers who are listed on the National Do NOT Call Registry;

(18) For those applicants that intend not to telemarket, a statement to that effect;

**XOOM Energy New Hampshire does not intend to telemarket at this time. In the event that XOOM Energy New Hampshire does telemarket in the future, it will do all of the following:**

- a. **Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;**
- b. **Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and**
- c. **Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call lists(s) or customers who are listed on the National Do NOT Call Registry;**

(19) A sample of the bill form(s) the applicant intendeds to use or a statement that the applicant intends to use the utility's billing service;

**XOOM Energy New Hampshire will use Public Service of New Hampshire's billing service.**

(20) A copy of each contract to be used for residential and small commercial customers;

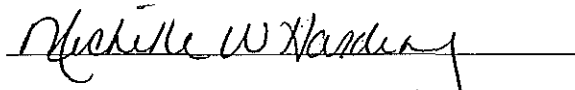
**See Attachment B, Terms and Conditions.**

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete;

**See Attachment C, Officer Certification.**

(22) And

(23) The signature of the applicant or its representative.

A handwritten signature in cursive script, reading "Michelle W. Harding", is written over a solid horizontal line.

Michelle W. Harding, Vice President, Secretary and General Counsel of XOOM Energy, LLC, single-member manager of XOOM Energy New Hampshire, LLC

## Part II Reporting and Financial Requirements of CEPS

Each applicant shall provide the following in or with its application:

- (1) Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and the CEPS in the form of :
  - a. A Statement from each utility with which CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange.
    1. To the extent a CEPS uses outside vendors or contractors for electronic data interchange services, the statement required by a. above shall:
      - (i) Verify that any vendor or contractor to be used by the CEPS has complied with the training and testing requirements for electronic data interchange; and
      - (ii) Be updated that a new vendor or contractor has complied with the training and testing requirements for electronic data interchange if the CEPS changes to a new vendor or contractor; and
  - b. A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability;

**Please note that XOOM Energy New Hampshire will be using an outside vendor, PPL Solutions, for back office and customer fulfillment services. Both XOOM Energy New Hampshire and PPL Solutions have complied with the training and testing requirements for electronic data exchange as required in Puc 2003.01(d)(1). We have included the required proof for XOOM Energy New Hampshire in Attachment D but will send you the required proof for PPL under a separate cover.**

**See Attachment D, Proof of Efficient and Reliable Transfer of data and Electronic Information.**

- (2) Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include, but is not limited to, proof of membership in the New England Power Pool (NEPOOL) or any successor organization, or documentation of a contractual relationship with a NEPOOL member;

XOOM Energy New Hampshire has entered into a Master Services Agreement with its parent company and single-member manager, XOOM Energy, for the supply of electricity. XOOM Energy is a NEPOOL participant and will provide XOOM Energy New Hampshire supply from the New England Market.

**See Attachment E, Master Service Agreement.  
See also Attachment F, NEPOOL Agreement.**

- (3) Evidence of Financial Security, as defined in PUC 2003.03

**See Part III below, Financial Requirements of CEPS.**

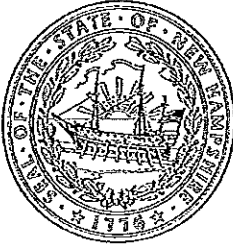
### Part III Financial Requirements of CEPS

- (a) The Security required by PUC 2003.01(d)(4) shall:
- (1) Be in the form of a surety bond or other financial instrument showing evidence of liquid funds, such as a certificate of deposit, an irrevocable letter of credit, a line of credit, a loan or a guarantee;
  - (2) Be the greater of:
    - a. \$100,000;
    - b. 20% of the CEPS's estimated gross receipts for its first full year of operation, not including revenue from the provision of default service, for a CEPS's first year of operation; or
    - c. 20% of the CEPS's actual gross receipts for the preceding year of operation, not including revenue from the provision of default service, for any year after operation;
  - (3) Not exceed \$350,000;
  - (4) Name the commission as obligee;
  - (5) Have an expiration date not less than:
    - a. 5 years and 150 days after the date the applicant's application is filed, for an initial application; or
    - b. 5 years and 90 days after the date the applicant's application is filed, for an application renewal;
  - (6) Be adjusted annually, if based upon actual or estimated gross receipts, under (2)b. or c. above; and
  - (7) Not include revenue from the provision of default service if the security is based upon gross receipts (2)b. or c. above.

**See Attachment G, Letter of Credit. Please note that the original Letter of Credit has already been sent to the New Hampshire Public Service Commission.**



**Attachment A**  
**Certificate of Formation**



State of New Hampshire  
Department of State  
Corporation Division

603-271-3246



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

Should you have any questions, you may contact the Corporation Division at the above number or email us at [corporate@sos.state.nh.us](mailto:corporate@sos.state.nh.us). Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Certificate of Formation.

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

Regards,

New Hampshire Department of State  
Corporation Division

Business ID#: 682477

# State of New Hampshire

Filed  
Date Filed: 11/26/2012  
Business ID: 682477  
William M. Gardner  
Secretary of State

Filing fee: \$50.00  
Fee for Form SRA: \$50.00  
Total fees \$100.00

Form LLC-1  
RSA 304-C:12

Use black print or type.  
Form must be single-sided, on 8½" x 11" paper;  
double sided copies will not be accepted.

## CERTIFICATE OF FORMATION NEW HAMPSHIRE LIMITED LIABILITY COMPANY

THE UNDERSIGNED, UNDER THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS  
SUBMITS THE FOLLOWING CERTIFICATE OF FORMATION:

FIRST: The name of the limited liability company is XOOM Energy New Hampshire, LLC

SECOND: The nature of the primary business or purposes are the company is organized to conduct the retail sale of gas and electric energy and other related services.

THIRD: The name of the limited liability company's registered agent is Corporation Service Company d/b/a/Lawyers Incorporating Service

and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address) 14 Centre Street Concord, NH 03301

FOURTH: The latest date on which the limited liability company is to dissolve is none

FIFTH: The management of the limited liability company is vested in a manager or managers.

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

\*Signature: Michelle W. Harding

Print or type name: Michelle W. Harding

Title: VP, Secretary, General Counsel XOOM Energy, LLC single-member manager of XOOM Energy New Hampshire  
(Enter "manager" or "member")

Date signed: November 15, 2012

\*Must be signed by a manager; if no manager, must be signed by a member.

DISCLAIMER: All documents filed with the Corporate Division are available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND COPY of State, 107 North Main Street, Concord NH 03301-4989

State of New Hampshire  
Form LLC 1 - Certificate of Formation 2 Page(s)



T1233131024

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

**Part I – Business Identification and Contact Information**

Business Name: XOOM Energy New Hampshire, LLC

Business Address (include city, state, zip): 13850 Ballantyne Corporate Place, Suite 150 Charlotte, NC 28277

Telephone Number: 704-274-1450 E-mail: mharding@xoomenergy.com

Contact Person: Michelle Harding

Contact Person Address (if different): \_\_\_\_\_

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

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

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

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

**Part IV – Certification of Accuracy**

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

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

Name (print): Michelle W. Harding Signature: Michelle W. Harding  
VP, Secretary, General Counsel XOOM Energy, LLC single-member manager. Date signed: 11/15/12

Name: \_\_\_\_\_ of Xoom Energy New Hampshire Signature: \_\_\_\_\_  
Date signed: \_\_\_\_\_

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**See Attachment B**  
**Terms and Conditions**



## SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity supply as a competitive electric power supplier ("CEPS") in the State of New Hampshire (License No. \_\_\_\_). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleFlex program and will continue on a month-to-month basis. You also have the right to change your CEPS subject to the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of your local utility and

your utility will not be liable for any of XOOM Energy's acts, omissions or representations.

Price: Your rate for electric power purchases will be a fixed price of \$\_\_\_\_ per kwh, plus taxes and fees, if applicable, and a monthly administrative fee of \$\_\_\_\_. You understand that XOOM's price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge and taxes.

Renewal Notice; Notification of Changes: No later than thirty (30) days prior the end of the term, XOOM will send you a renewal notice describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, the price for electricity provided under this Agreement will become a basic rate plan described in your renewal notice which will continue month-to-month until terminated by either you or XOOM. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within three (3) business days from the date of the initial personal or electronic delivery of this Agreement. If you initially received this Agreement by mail, you



may rescind your authorization to use XOOM five (5) business days from the initial postmarked date.

Termination by Customer: You may cancel your acceptance of the Agreement with XOOM at any time within three (3) business days of your enrollment authorization and receipt of the this Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within 15 days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$\_\_\_\_\_ which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your cash longer than 30 days, your deposit will accrue interest from the day it was received by XOOM it at a rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You



will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at [xoomenergy.com](http://xoomenergy.com) by sending a letter to: XOOM Energy New Hampshire, LLC, 344 South Poplar Street, Hazleton, PA 18201 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com). If you have questions about your rights and responsibilities as a rate payer, please contact NHPUC's Office of Consumer Affairs at 800-852-3793. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the New Hampshire Department of Public Utilities. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree

to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

National Do Not Call Registry: The National Do Not Call registry gives you a choice about whether to receive telemarketing calls at home. For more information about the registry, please visit the official website at [www.donotcall.gov](http://www.donotcall.gov).

Social Services Agencies: The following are community action agencies available to low income customers for bill payment assistance:

- Belknap and Merrimack Counties: [www.bm-cap.org](http://www.bm-cap.org)
- Rockingham County: [www.rcaction.org](http://www.rcaction.org)
- Hillsborough County: [www.snhs.org](http://www.snhs.org)
- Cheshire & Sullivan Counties: [www.scshehelps.org](http://www.scshehelps.org)
- Coos, Carroll and Grafton Counties: [www.tccap.org](http://www.tccap.org)

Financial assistance program information can be obtained by contacting the appropriate





agency. You may also refer to the Office of Consumer Advocate Assistance Program page located at:

[www.oca.nh.gov/assistanceprograms.htm](http://www.oca.nh.gov/assistanceprograms.htm).

For information regarding eligibility and how to apply, contact your local telephone company or the NHPUC at 1-800-852-3793.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.

Headquarters: XOOM is headquartered in:

11208 Statesville Road, Suite 200  
Huntersville, North Carolina, 28078

704-274-1450 (Office)

877-396-6041 (Facsimile)

Internet Address: [www.xoomenergy.com](http://www.xoomenergy.com)

Email Address: [info@xoomenergy.com](mailto:info@xoomenergy.com)

Please refer to "Customer Service, Dispute Resolution" above for contact information for customer complaints.

Miscellaneous: For the purpose of accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of North Carolina regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.



## SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's SimpleFlex plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity supply as a competitive electric power supplier ("CEPS") in the State of New Hampshire (License No. \_\_\_\_\_). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleFlex program and will continue on a month-to-month basis. You also have the right to change your CEPS subject to the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver

your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for energy purchases will be a variable rate, per kwh, that may change on a monthly basis, plus taxes and fees, if applicable, and a monthly administrative fee of \$\_\_\_\_. Your monthly variable rate is based on XOOM's actual and estimated supply costs which may include prior period adjustments, inventory and balancing costs plus an adder. You understand that XOOM's price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within three (3) business days from the date of the initial personal or electronic delivery of this Agreement. If you initially received this Agreement by mail, you may rescind your authorization to use XOOM five (5) business days from the initial postmarked date.



Termination by Customer: You may cancel your acceptance of the Agreement with XOOM at any time within three (3) business days of your enrollment authorization and receipt of this Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within 15 days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your cash longer than 30 days, your deposit will accrue interest from the day it was received by XOOM at an interest rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM

will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at [xoomenergy.com](http://xoomenergy.com) by sending a letter to: XOOM Energy New Hampshire, LLC, 344 South Poplar Street, Hazleton, PA 18201 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com). If you have questions about your rights and responsibilities as a rate payer, please contact NHPUC's Office of Consumer Affairs at 800-852-3793. XOOM will refer all complaints to



a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the NHPUC. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

National Do Not Call Registry: The National Do Not Call registry gives you a choice about

whether to receive telemarketing calls at home. For more information about the registry, please visit the official website at [www.donotcall.gov](http://www.donotcall.gov).

Social Services Agencies: The following are community action agencies available to low income customers for bill payment assistance:

- Belknap and Merrimack Counties: [www.bm-cap.org](http://www.bm-cap.org)
- Rockingham County: [www.rcaction.org](http://www.rcaction.org)
- Hillsborough County: [www.snhs.org](http://www.snhs.org)
- Cheshire & Sullivan Counties: [www.scshehelps.org](http://www.scshehelps.org)
- Coos, Carroll and Grafton Counties: [www.tccap.org](http://www.tccap.org)

Financial assistance program information can be obtained by contacting the appropriate agency. You may also refer to the Office of Consumer Advocate Assistance Program page located at: [www.oca.nh.gov/assistanceprograms.htm](http://www.oca.nh.gov/assistanceprograms.htm). For information regarding eligibility and how to apply, contact your local telephone company or the NHPUC at 1-800-852-3793.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



Force Majeure: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter, constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

Miscellaneous: For the purpose of accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of North Carolina regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

Headquarters: XOOM is headquartered in:

11208 Statesville Road, Suite 200  
Huntersville, North Carolina, 28078

704-274-1450 (Office)  
877-396-6041 (Facsimile)

Internet Address: [www.xoomenergy.com](http://www.xoomenergy.com)  
Email Address: [info@xoomenergy.com](mailto:info@xoomenergy.com)

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.



## BIZCHOICE TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's BizChoice plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity supply as a competitive electric power supplier ("CEPS") in the State of New Hampshire (License No. \_\_\_\_\_). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the BizChoice program and will continue on a month-to-month basis. You also have the right to change your CEPS subject to the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver

your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for energy purchases will be a variable rate, per kwh, that may change on a monthly basis, plus taxes and fees, if applicable, and a monthly administrative fee of \$\_\_\_\_. Your monthly variable rate is based on XOOM's actual and estimated supply costs which may include prior period adjustments, inventory and balancing costs plus an adder. You understand that XOOM's price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within three (3) business days from the date of the initial personal or electronic delivery of this Agreement. If you initially received this Agreement by mail, you may rescind your authorization to use XOOM five (5) business days from the initial postmarked date.



Termination by Customer: You may cancel your acceptance of the Agreement with XOOM at any time within three (3) business days of your enrollment authorization and receipt of this Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within 15 days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your cash longer than 30 days, your deposit will accrue interest from the day it was received by XOOM at an interest rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to

XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at [xoomenergy.com](http://xoomenergy.com) by sending a letter to: XOOM Energy New Hampshire, LLC, 344 South Poplar Street, Hazleton, PA 18201 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com). If you have questions about your rights and responsibilities as a rate payer, please



contact NHPUC's Office of Consumer Affairs at 800-852-3793. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the NHPUC. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

National Do Not Call Registry: The National Do Not Call registry gives you a choice about whether to receive telemarketing calls at home. For more information about the registry, please visit the official website at [www.donotcall.gov](http://www.donotcall.gov).

Social Services Agencies: The following are community action agencies available to low income customers for bill payment assistance:

- Belknap and Merrimack Counties: [www.bm-cap.org](http://www.bm-cap.org)
- Rockingham County: [www.reaction.org](http://www.reaction.org)
- Hillsborough County: [www.snhs.org](http://www.snhs.org)
- Cheshire & Sullivan Counties: [www.scshehelps.org](http://www.scshehelps.org)
- Coos, Carroll and Grafton Counties: [www.tccap.org](http://www.tccap.org)

Financial assistance program information can be obtained by contacting the appropriate agency. You may also refer to the Office of Consumer Advocate Assistance Program page located at: [www.oaca.nh.gov/assistanceprograms.htm](http://www.oaca.nh.gov/assistanceprograms.htm). For information regarding eligibility and how to apply, contact your local telephone company or the NHPUC at 1-800-852-3793.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY





WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement, including the Enrollment form and/or Welcome letter, constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

Headquarters: XOOM is headquartered in:

11208 Statesville Road, Suite 200  
Huntersville, North Carolina, 28078

704-274-1450 (Office)

877-396-6041 (Facsimile)

Internet Address: [www.xoomenergy.com](http://www.xoomenergy.com)

Email Address: [info@xoomenergy.com](mailto:info@xoomenergy.com)

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

Miscellaneous: For the purpose of accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement will be governed by the laws of the state of North Carolina regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.



## BIZLOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's BizLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity supply as a competitive electric power supplier ("CEPS") in the State of New Hampshire (License No. \_\_\_\_). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleFlex program and will continue on a month-to-month basis. You also have the right to change your CEPS subject to the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of your local utility and

your utility will not be liable for any of XOOM Energy's acts, omissions or representations.

Price: Your rate for electric power purchases will be a fixed price of \$\_\_\_\_ per kwh, plus taxes and fees, if applicable, and a monthly administrative fee of \$\_\_\_\_. You understand that XOOM's price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge and taxes.

Renewal Notice; Notification of Changes: No later than thirty (30) days prior the end of the term, XOOM will send you a renewal notice describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, the price for electricity provided under this Agreement will become a basic rate plan described in your renewal notice which will continue month-to-month until terminated by either you or XOOM. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Rescission: If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within three (3) business days from the date of the initial personal or electronic delivery of this Agreement. If you initially received this Agreement by mail, you



may rescind your authorization to use XOOM five (5) business days from the initial postmarked date.

Termination by Customer: You may cancel your acceptance of the Agreement with XOOM at any time within three (3) business days of your enrollment authorization and receipt of the this Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

Relocation: When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within 15 days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$\_\_\_\_\_ which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Credit and Deposits: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your cash longer than 30 days, your deposit will accrue interest from the day it was received by XOOM it at a rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a \$35 return check fee for all returned checks. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You



will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

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Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the New Hampshire Department of Public Utilities. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree

to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

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- Rockingham County: [www.rcaction.org](http://www.rcaction.org)
- Hillsborough County: [www.snhs.org](http://www.snhs.org)
- Cheshire & Sullivan Counties: [www.scshehelps.org](http://www.scshehelps.org)
- Coos, Carroll and Grafton Counties: [www.tccap.org](http://www.tccap.org)

Financial assistance program information can be obtained by contacting the appropriate



agency. You may also refer to the Office of Consumer Advocate Assistance Program page located at:

[www.oca.nh.gov/assistanceprograms.htm](http://www.oca.nh.gov/assistanceprograms.htm).

For information regarding eligibility and how to apply, contact your local telephone company or the NHPUC at 1-800-852-3793.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: This Agreement constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to the subject matter.

Headquarters: XOOM is headquartered in:

11208 Statesville Road, Suite 200  
Huntersville, North Carolina, 28078

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877-396-6041 (Facsimile)

Internet Address: [www.xoomenergy.com](http://www.xoomenergy.com)

Email Address: [info@xoomenergy.com](mailto:info@xoomenergy.com)

Please refer to "Customer Service, Dispute Resolution" above for contact information for customer complaints.

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**Attachment C**  
**Officer Certification**



11208 Statesville Road  
Suite 200  
Huntersville, NC 28078  
(704) 274-1450 office  
(704) 274-1430 fax  
www.xoomenergy.com

Officers Certification

I hereby certify that I, Michelle W. Harding, am Vice President, Secretary and General Counsel of XOOM Energy, LLC single member manager of XOOM Energy New Hampshire, LLC. In accordance with the operating agreement of XOOM Energy New Hampshire, LLC am a representative and authorized to submit a Competitive Electric Power Supplier application on behalf of XOOM Energy New Hampshire, LLC.

XOOM Energy New Hampshire, LLC

Michelle W. Harding  
Signature

Date: June 26, 2013

Michelle W. Harding  
Name of Officer

Vice President, Secretary's General Counsel  
Title

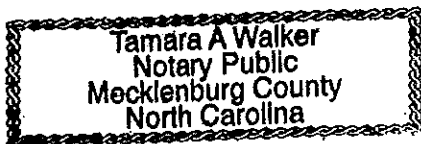
North Carolina

Mecklenburg County

On this 26th day of June 2013, before me, the undersigned notary public, personally appeared Michelle W. Harding, proved to me through satisfactory evidence of personal knowledge of identity, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge or belief.

Tamara A. Walker  
Tamara A. Walker, Notary Public

My Commission Expires: May 20, 2017



**Attachment D**

**Proof of Efficient and Reliable Transfer of data and Electronic Information**



**Public Service of New Hampshire  
Certificate of Completion**

*is hereby granted to:*

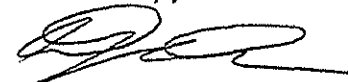
**Xoom Energy New Hampshire, LLC**

*to certify that they have completed to satisfaction*

**EDI Connectivity and Certification Testing**

*Granted: 06/24/2013*

*Daryush Donyavi  
PSNH Supplier Services*

 *6/24/13*

**Attachment E**

**Master Services Agreement**

**MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of this 27th day of June, 2012 by and between XOOM Energy New Hampshire, LLC ("Retail Party"), and XOOM Energy, LLC, a Delaware corporation ("Service Provider").

**RECITALS**

WHEREAS, Retail Party is a wholly-owned Subsidiary of Service Provider.

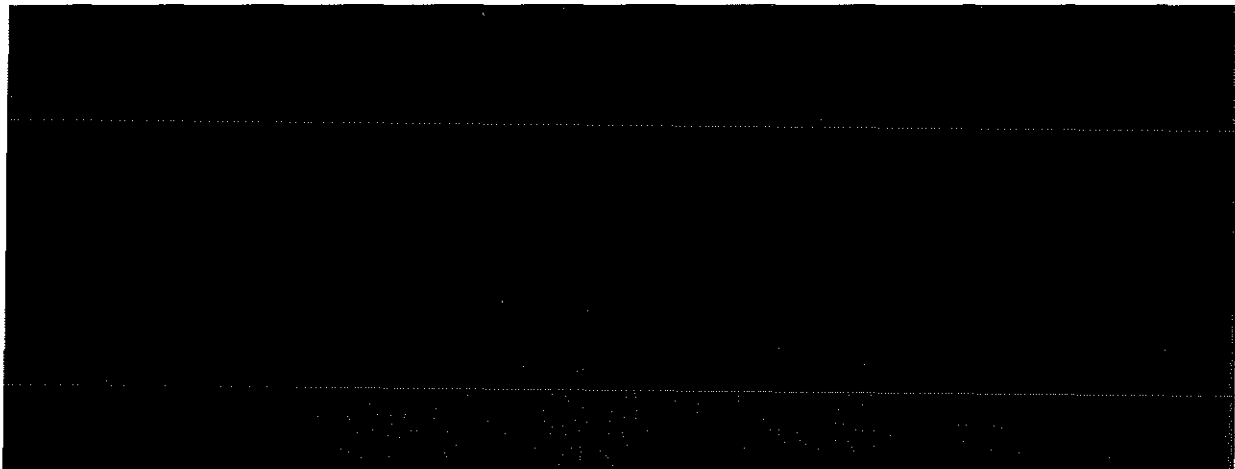
WHEREAS, Service Provider may enter into transactions with a commodities supplier (the "Secured Supplier"), pursuant to which (i) the Secured Supplier may supply natural gas and electric power and related products and services to the Service Provider and (ii) Service Provider may supply natural gas and electric power and related products and services to the Retail Party and (iii) Retail Party may sell retail natural gas and electric power to Customers in the Service Territory.

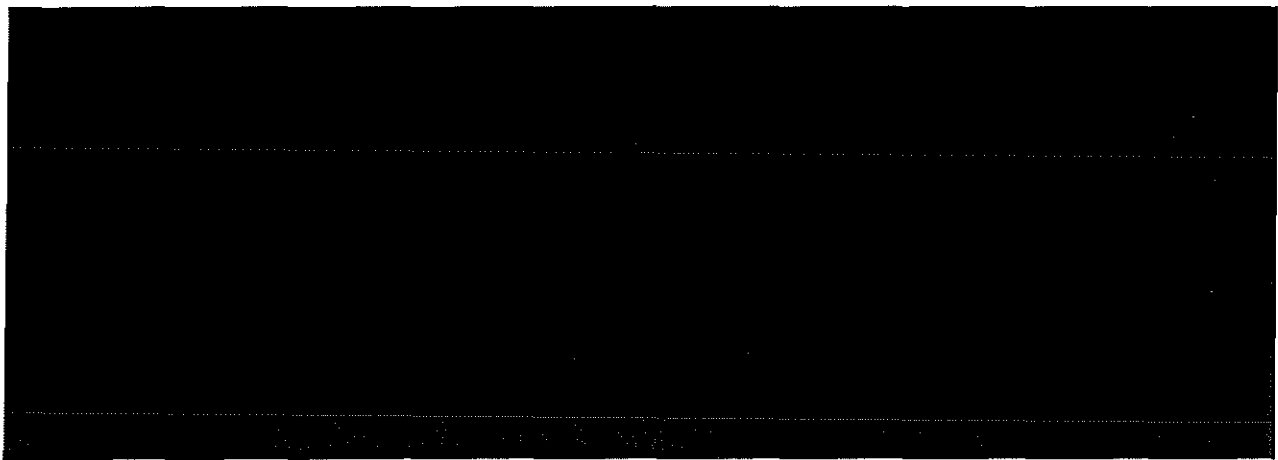
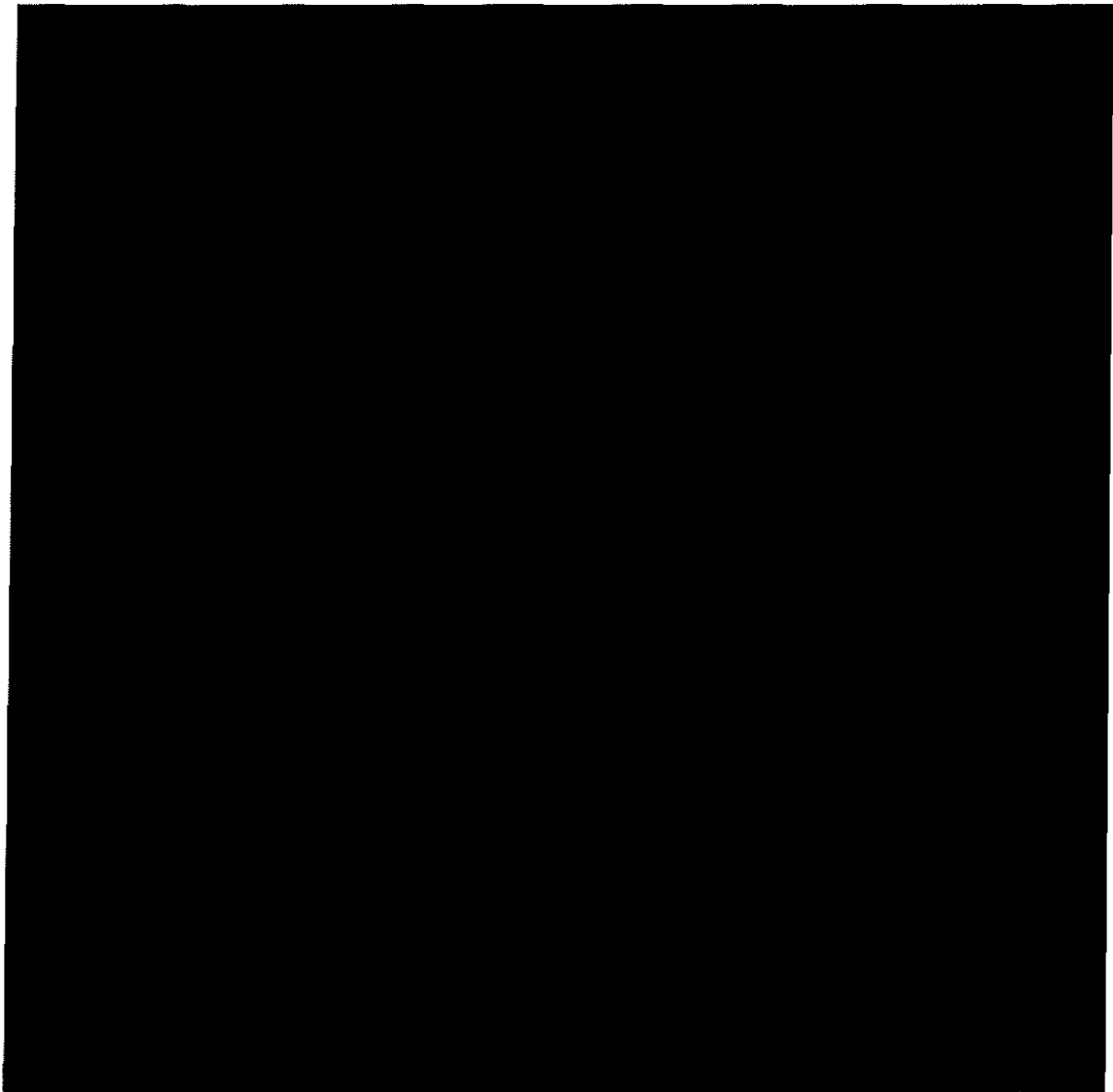
WHEREAS, Retail Party and Service Provider have entered into that certain ISDA Master Agreement dated as of same date herewith ("ISDA Agreement"), pursuant to which Service Provider will sell electricity, natural gas and renewable energy certificates to Retail Party pursuant to the terms and conditions thereof.

WHEREAS, Retail Party wishes to retain Service Provider to act as its agent to manage and service (i) the Portfolio (as defined below) and (ii) any other agreements entered by Retail Party (the "Contracts"), and Service Provider has agreed to provide such services on the terms and subject to the conditions of this Agreement.

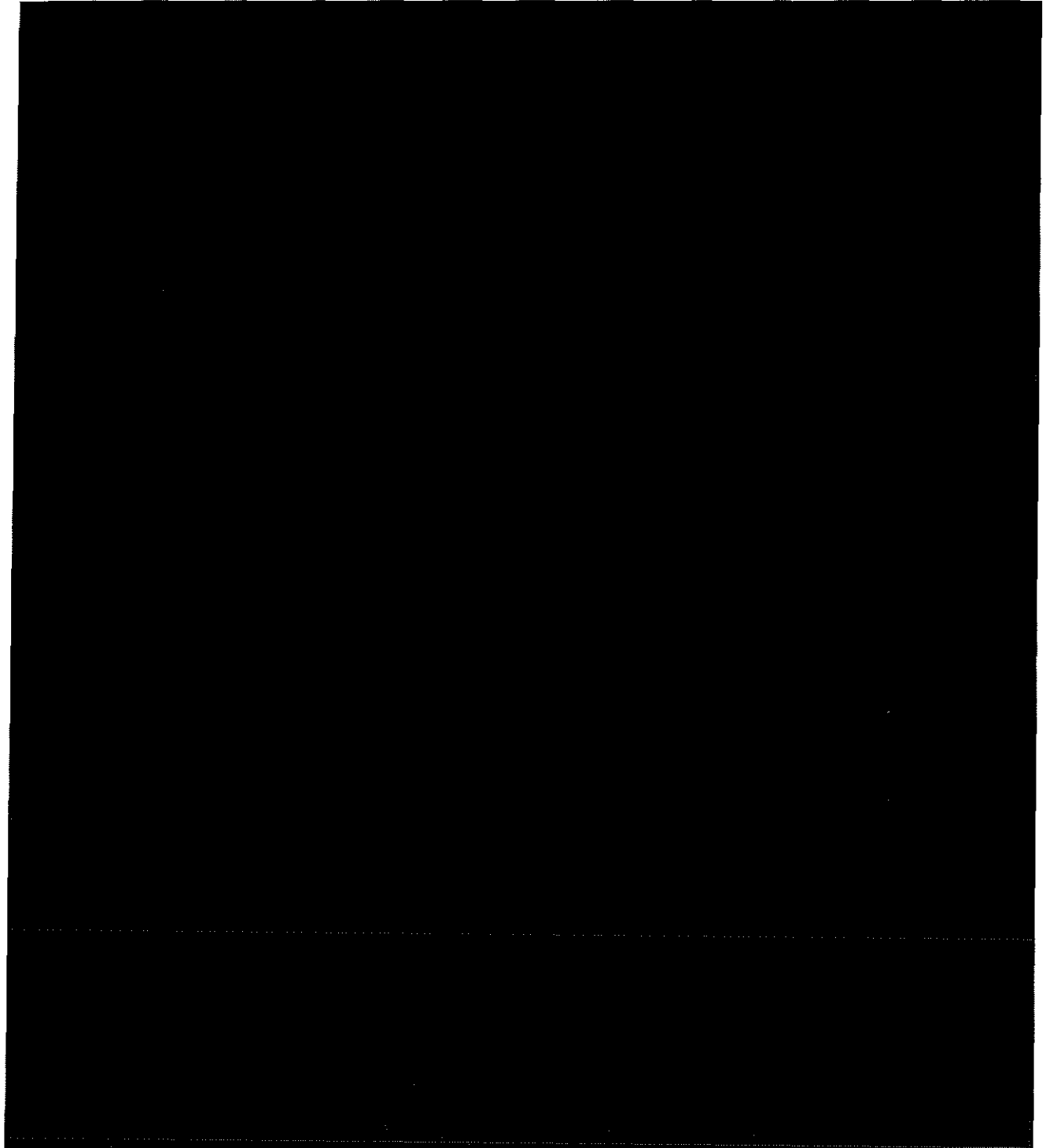
NOW THEREFORE, in consideration of the foregoing premises and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

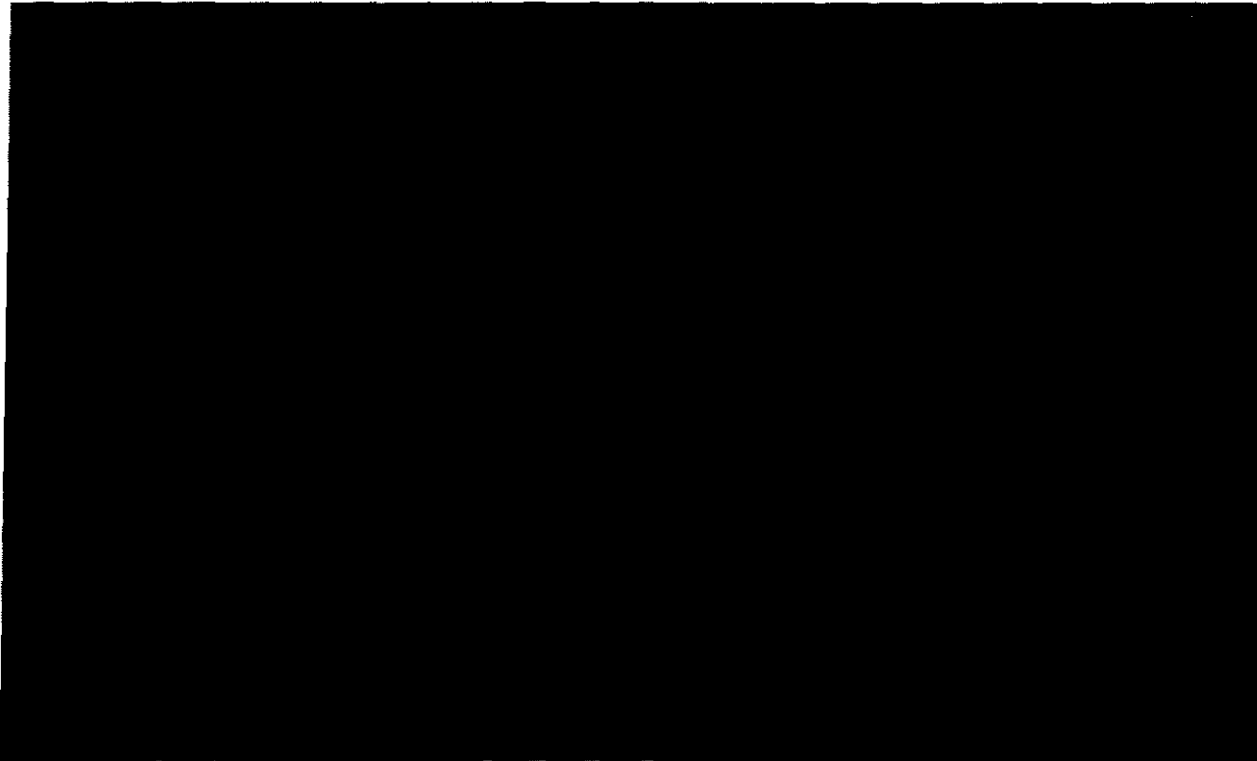




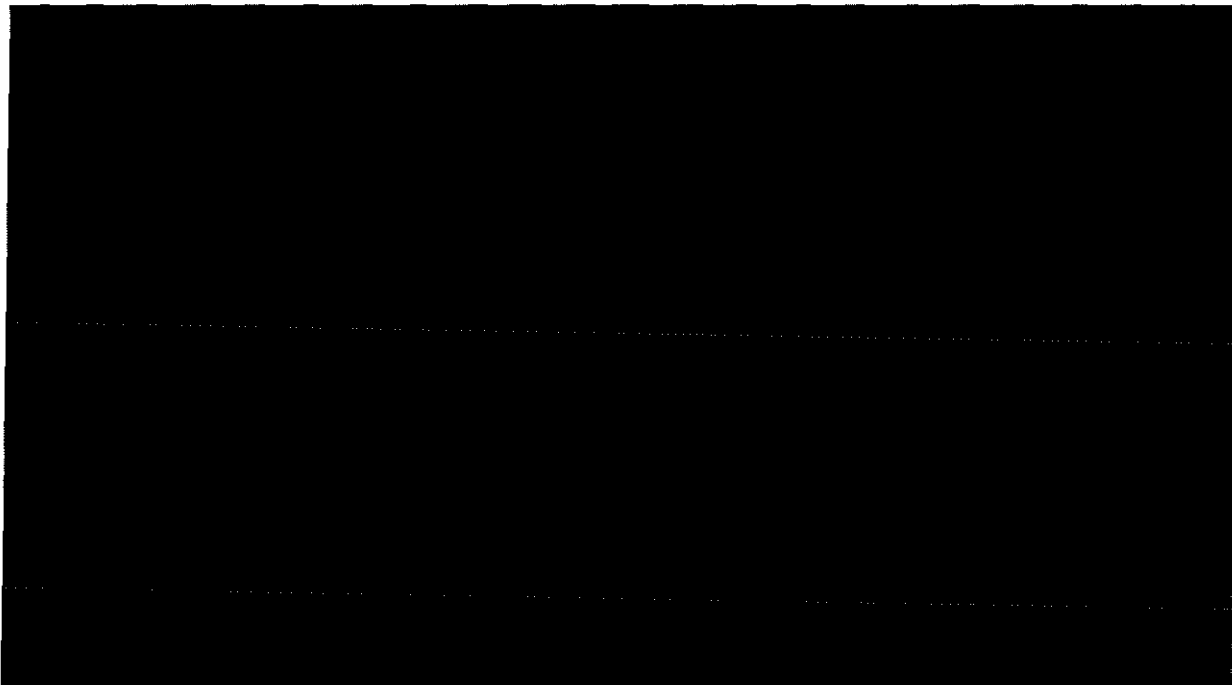
**ARTICLE 2  
PURPOSE AND SCOPE OF AGREEMENT**



**ARTICLE 3  
TERM AND TERMINATION**

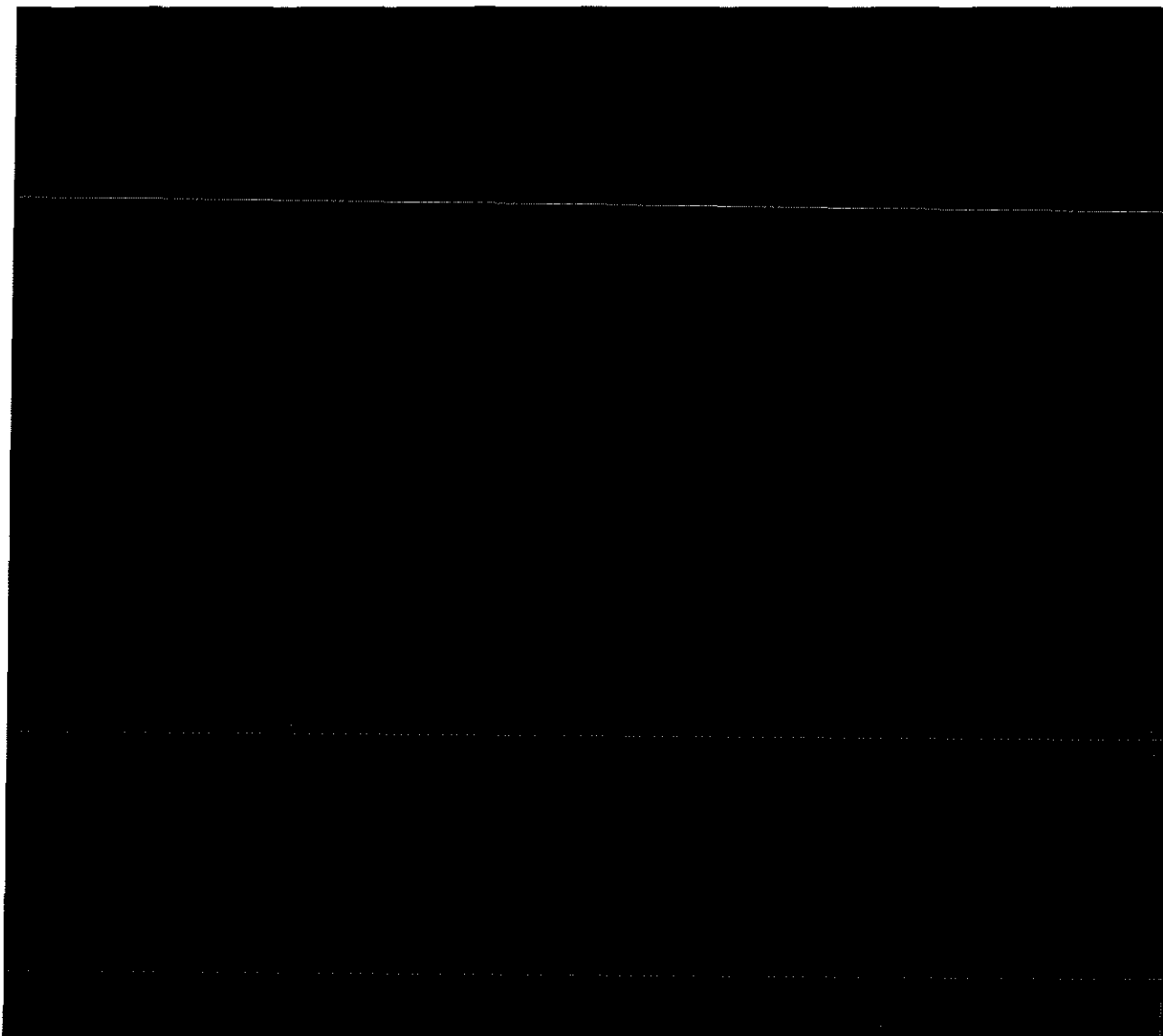


**ARTICLE 4  
PAYMENT AND RECORDS**





**ARTICLE 5  
CONFIDENTIALITY AND PROPRIETARY INFORMATION**

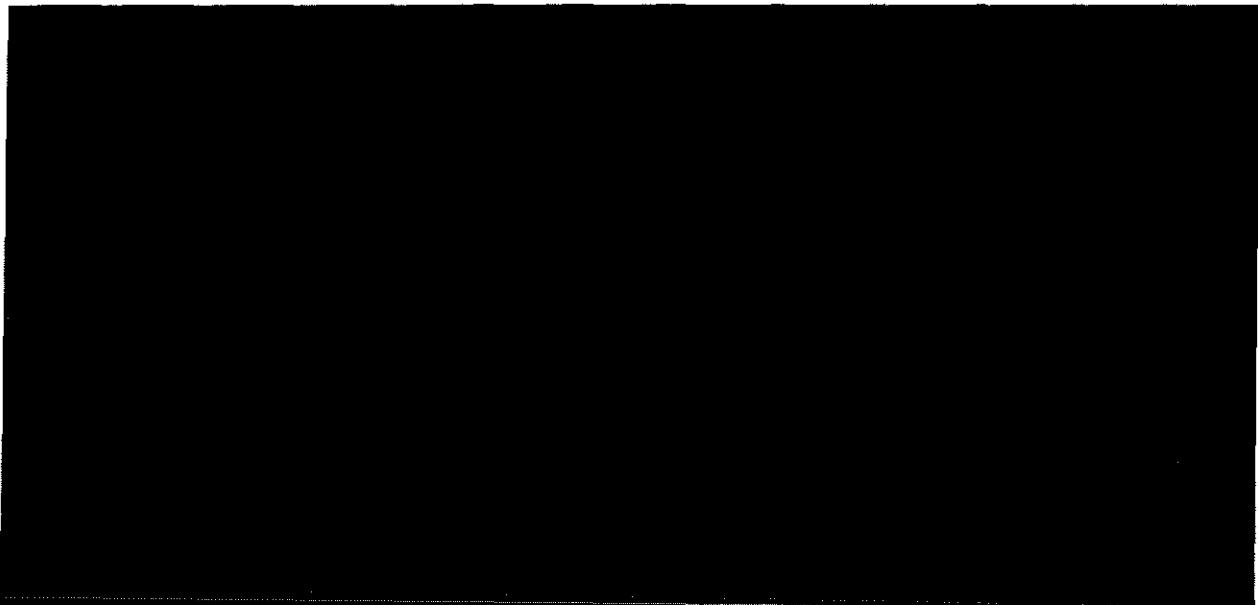




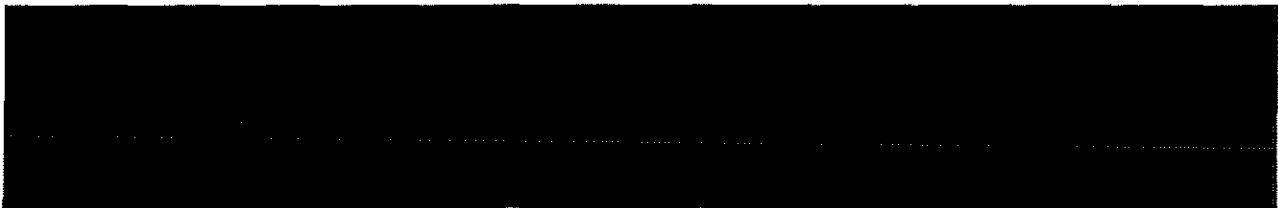
**ARTICLE 6  
BUSINESS CONDUCT**



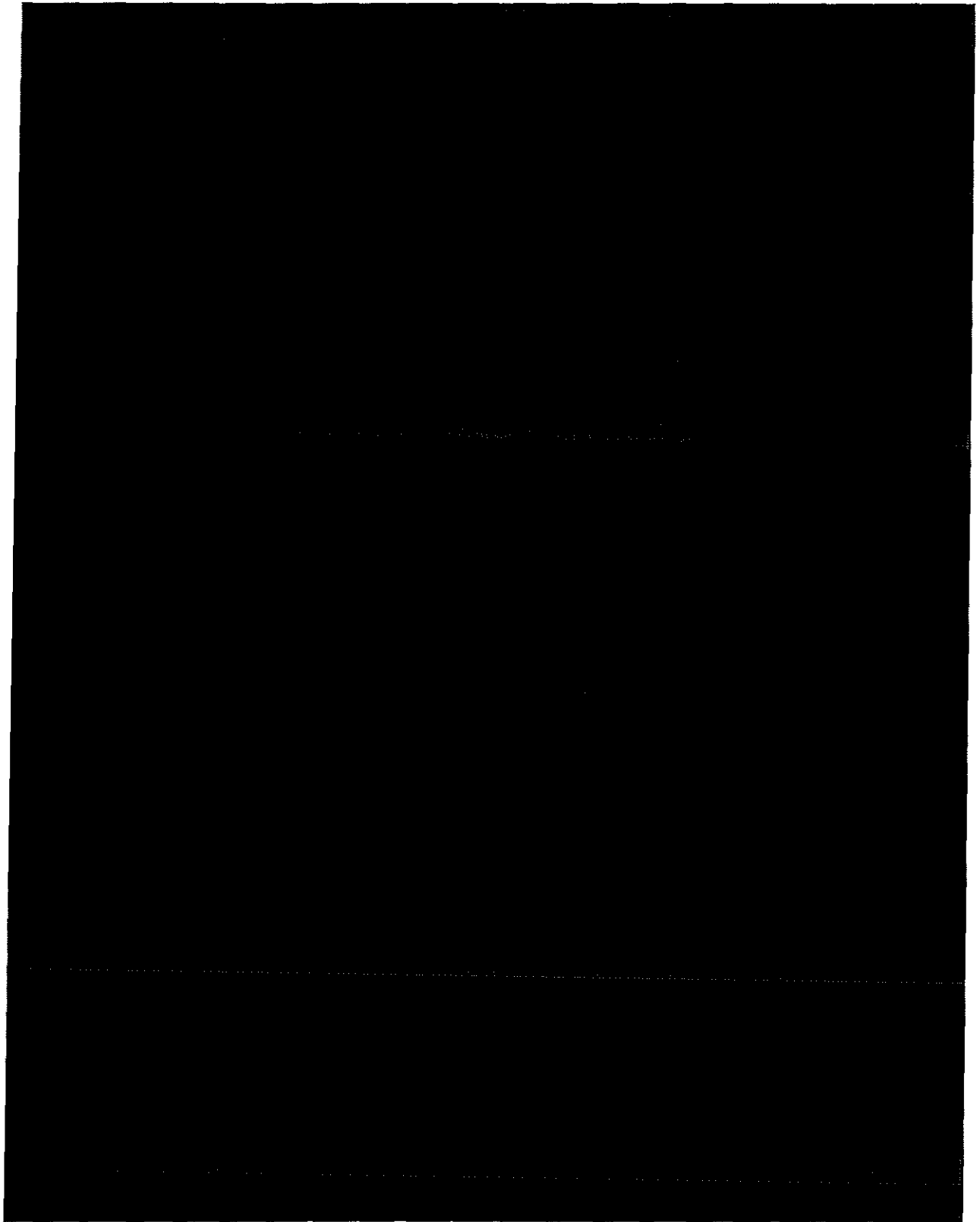
**ARTICLE 7  
INDEMNIFICATION; LIMITATION OF LIABILITY**

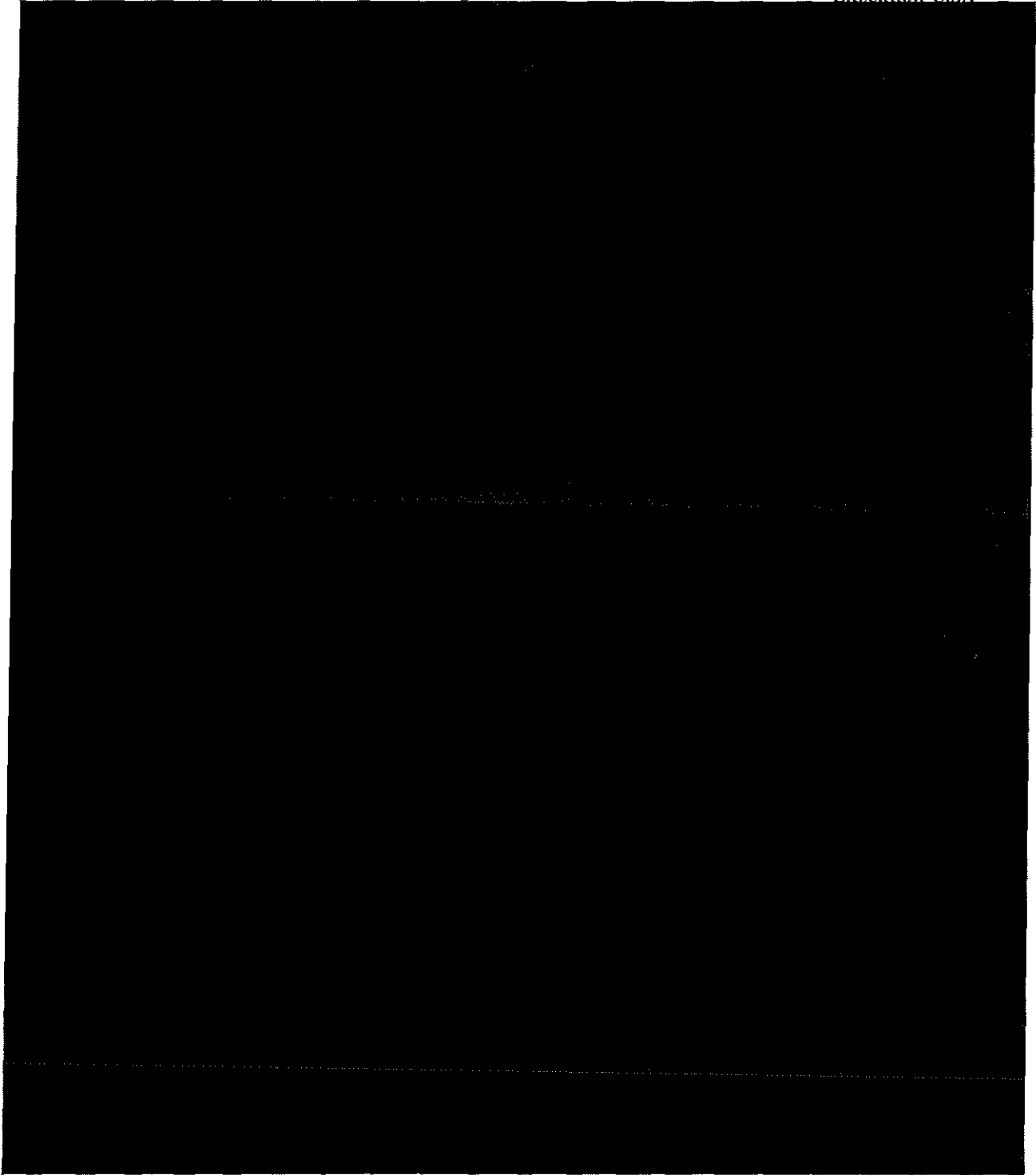


**ARTICLE 8  
MISCELLANEOUS PROVISIONS**










IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

**XOOM ENERGY, LLC**

By:   
Name: Thomas Umy  
Title: CEO

**XOOM ENERGY NEW HAMPSHIRE, LLC**

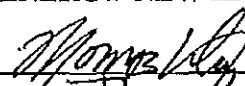
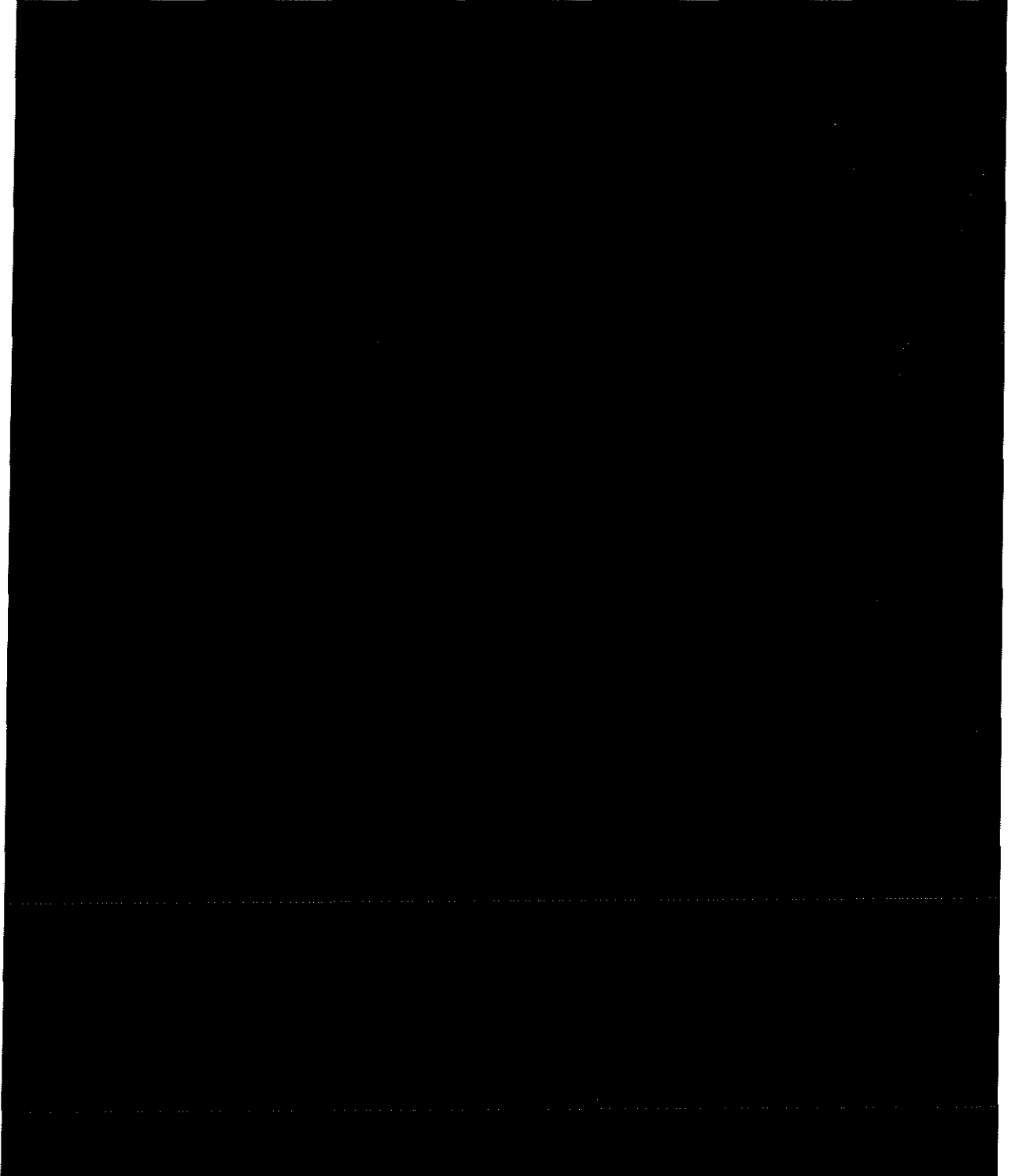
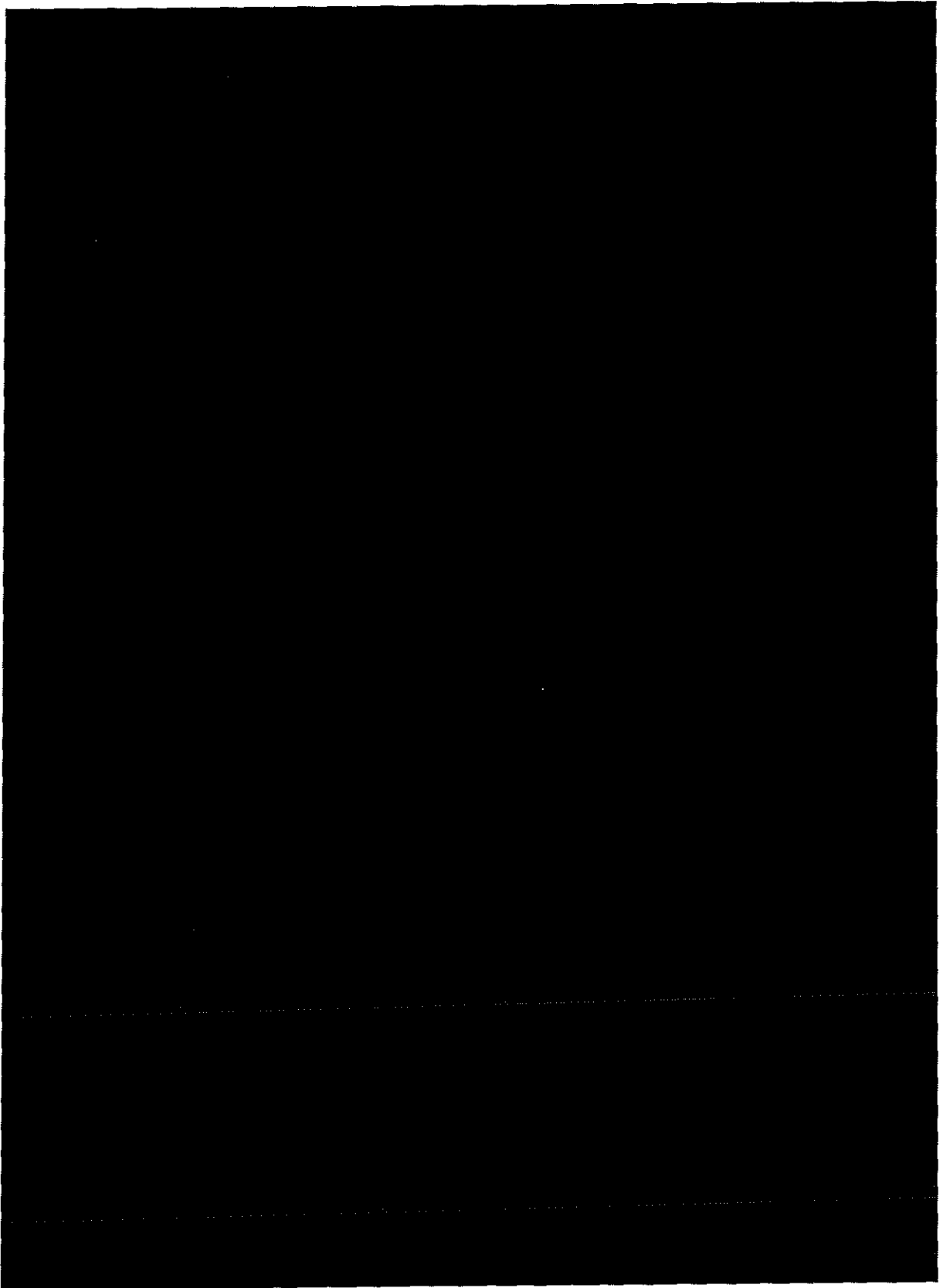
By:   
Name: Thomas Umy  
Title: CEO

Exhibit A

Description of "Services"





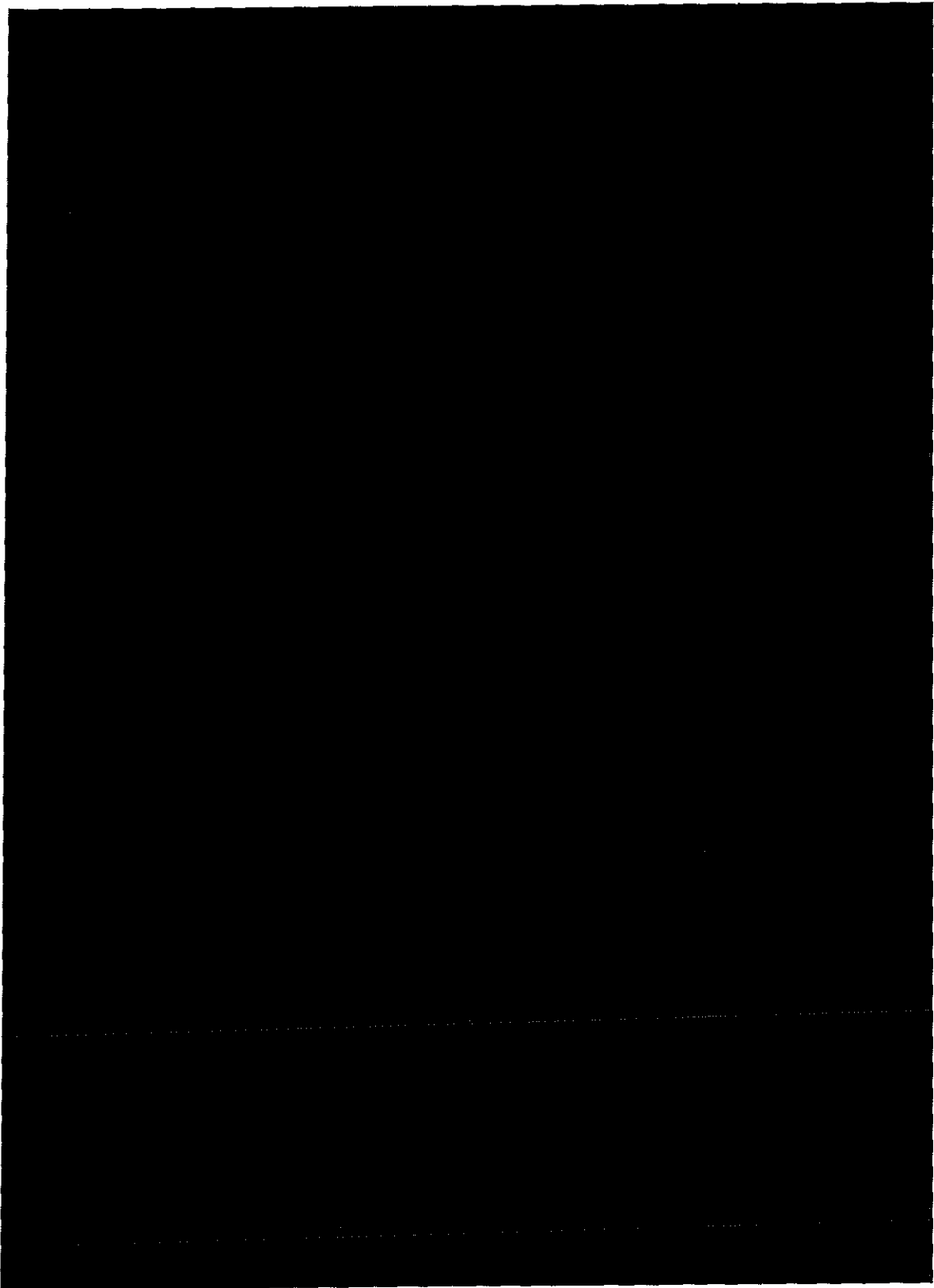


Exhibit B  
Initial Annual Budget

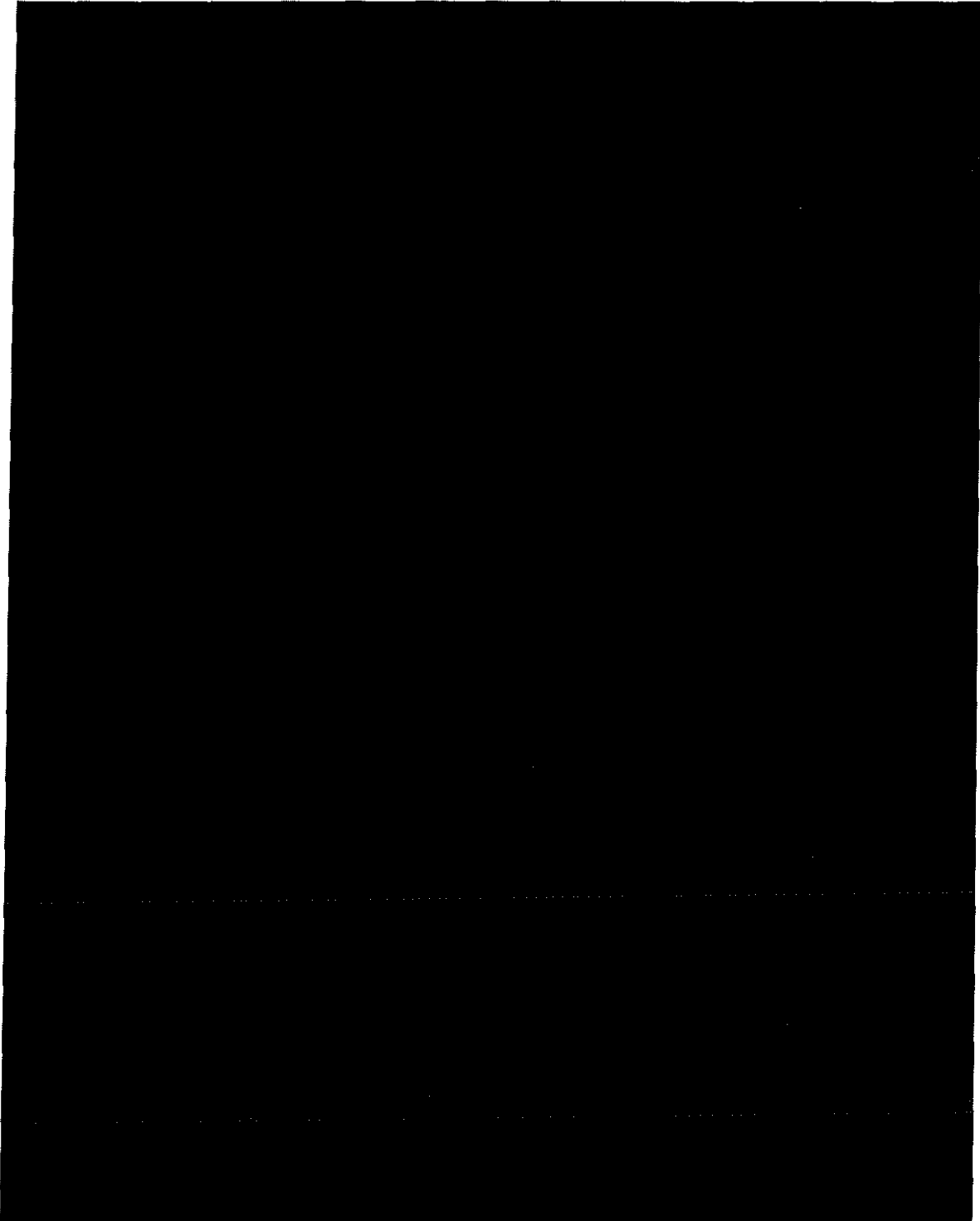
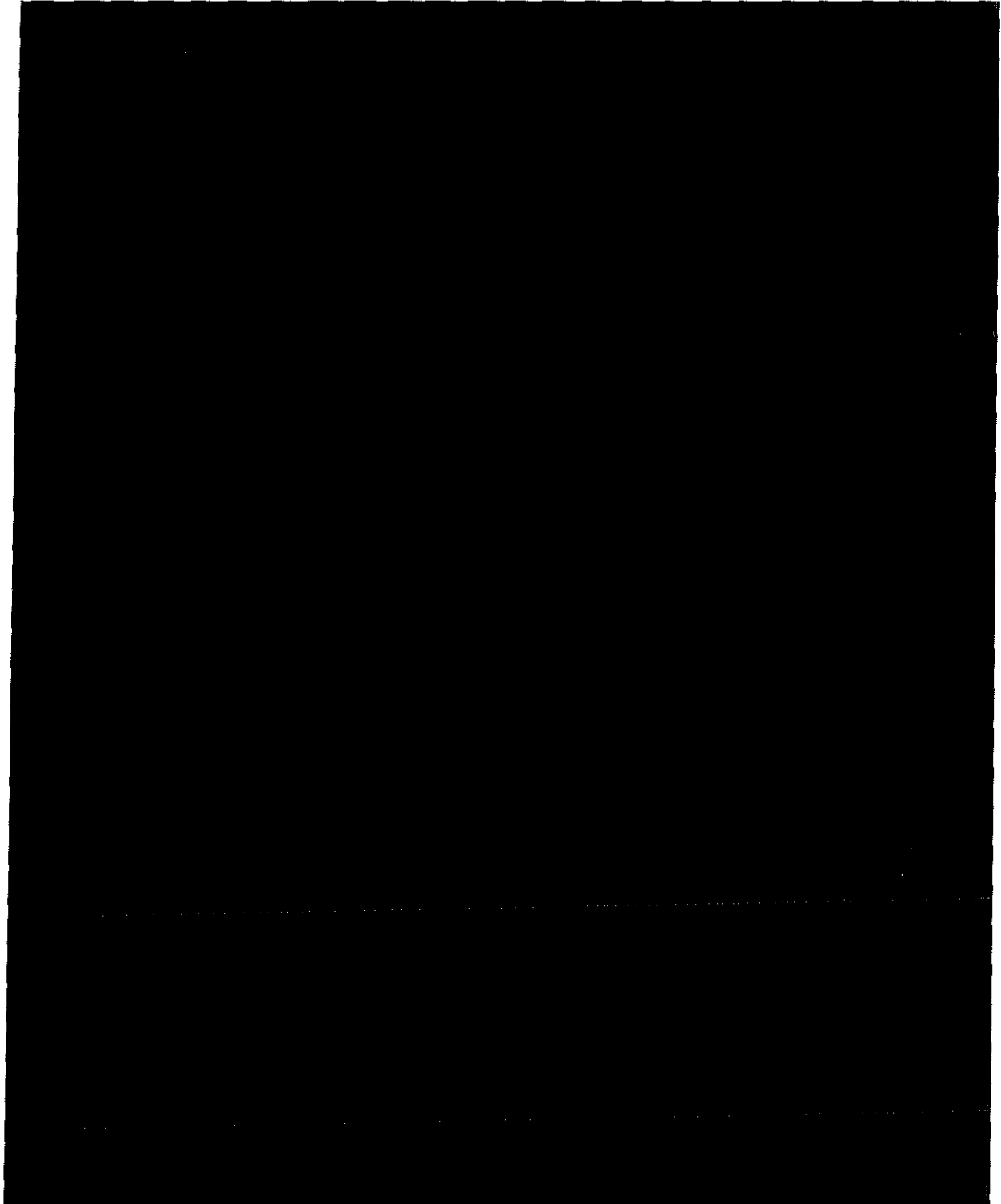


Exhibit C  
Business Systems





**Attachment F**  
**NEPOOL Agreement**

## MARKET PARTICIPANT SERVICE AGREEMENT

This MARKET PARTICIPANT SERVICE AGREEMENT is dated this 1st day of November, 2011 and is entered into by and between:

**XOOM Energy, LLC** having his registered and principal place of business located at 13850 Ballantyne Corporate Place, Suite 150, Charlotte, NC 28277 (the "Market Participant");

and

**ISO New England Inc.**, a Delaware corporation having its principal place of business located at One Sullivan Road, Holyoke, MA 01040-2841, and acting as the Regional Transmission Organization for New England ("ISO").

The Market Participant and the ISO are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

### BACKGROUND

A. The ISO operates the New England Transmission System pursuant to a certain Transmission Operating Agreement dated February 1, 2005, and other agreements entered into with merchant and other transmission owners. The ISO's operation of the New England Transmission System is intended to insure the reliability of the New England Transmission System. Subject to the requirements of bulk power supply reliability, the ISO provides non-discriminatory, open access to the New England Transmission System pursuant to the ISO's Transmission, Markets and Services Tariff on file with the Federal Energy Regulatory Commission (the "Commission") (as amended from time to time, the "Tariff").

B. The ISO operates competitive markets for the purchase and sale of energy, capacity, certain demand response services, certain Ancillary Services and certain related products and services pursuant to the Tariff. Accordingly, the ISO seeks to create and sustain open, non-discriminatory, competitive, unbundled markets for energy, capacity, and ancillary services (including Operating Reserves) that operate efficiently consistent with proper standards of reliability and the long-term sustainability of competitive markets.

C. The ISO operates purchase programs for certain Ancillary Services that are not procured through competitive markets. The ISO seeks to operate purchase programs for such services at rates that are intended to compensate sellers at not less than the incremental cost of providing such services and to attract and sustain adequate supplies of such services.

D. The ISO seeks to provide transparency with respect to the operation of and the pricing in markets and purchase programs to allow informed participation and encourage ongoing market improvements.

E. The ISO seeks to provide access to competitive markets within the New England Control Area and to neighboring regions.

F. The Market Participant made an application to the ISO to be eligible to participate in the markets and purchase programs for energy, capacity ancillary services and related products and services administered by the ISO.

G. The ISO has accepted the Market Participant's application.

H. The Market Participant and the ISO wish to set forth the terms and conditions upon which the ISO will provide services and the Market Participant may participate in the markets and programs administered by the ISO.

## AGREEMENTS

In consideration of the mutual covenants set forth herein, the Parties, intending to be legally bound, agree as follows:

### ARTICLE 1 DEFINITIONS, INTERPRETATIONS AND OBJECTIVES

#### 1.1 Definitions.

Capitalized terms not defined herein shall have the meanings given them in the Tariff.

#### 1.2 Interpretation.

In this Agreement, unless otherwise indicated or otherwise required by the context, the following rules of interpretation shall apply:

- (a) Reference to and the definition of any document or specific section thereof (including this Agreement and the ISO New England Operating Documents) shall be deemed a reference to such document as it may be amended, supplemented, revised or modified from time to time and any document that is a successor thereto. Nothing herein shall limit the ISO's right to modify the ISO New England Operating Documents as expressly provided in the Tariff and the laws and regulations governing the adoption and amendment of the ISO New England Operating Documents.
- (b) The article and section headings and other captions in this Agreement are for the purpose of reference only and do not limit or affect its meaning.
- (c) Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine or neuter gender shall include all genders.
- (d) The term "including" when used herein shall be by the way of example only and shall not be considered in any way a limitation.
- (e) Unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns.

#### 1.3 Mission of ISO.

The mission of ISO is (through means including but not limited to planning, central dispatching, coordinated maintenance of electric supply and demand-side resources and transmission facilities, obtaining emergency power for Market Participants from other Control Areas, system restoration (when required), the development of market rules, the provision of an open access regional transmission tariff and the provision of a means for effective coordination with other control areas and utilities situated in the United States and Canada):

- (a) to assure the bulk power supply within the New England Control Area conforms to proper standards of reliability;
- (b) to create and sustain open, non-discriminatory, competitive, unbundled markets for energy, capacity, and ancillary services (including Operating Reserves) that are (i) economically efficient and balanced between buyers and sellers, and (ii) provide an opportunity for a participant to receive compensation through the market for a service it provides, in a manner operate efficiently in a manner consistent with proper standards of reliability and the long-term sustainability of competitive markets;
- (c) to provide market rules that (i) promote a market based on voluntary participation, (ii) allow market participants to manage the risks involved in offering and purchasing services, and (iii) compensate at fair value (considering both benefits and risks) any required service, subject to FERC's jurisdiction and review;
- (d) to allow informed participation and encourage ongoing market improvements;
- (e) to provide transparency with respect to the operation of and the pricing in markets and purchase programs;
- (f) to provide access to competitive markets within the New England Control Area and to neighboring regions; and.
- (g) to provide for an equitable allocation of costs, benefits and responsibilities among market participants.

In fulfilling this mission and consistent with the preceding principles, the ISO shall strive to perform all its functions and services in a cost-effective manner, for the benefit of all those served by the ISO. To assist stakeholders in evaluating any major ISO initiative that affects market design, system planning or operation of the New England bulk power system, the ISO will provide quantitative and qualitative information on the need for and the impacts, including costs, of the initiative.

## ARTICLE 2 TERM AND TERMINATION

### 2.1 Effective Date.

This Agreement shall be effective as of the later of: (i) the effective date specified in the Commission order accepting the Agreement for filing, and (ii) the date on which the Market Participant is in compliance with the credit review procedures set forth in the ISO New England Operating Documents. In no event, however, shall the effective date be sooner than the Operations Date. This Agreement shall remain in full force and effect until terminated pursuant to Section 2.2 or 2.3 of this Agreement.

### 2.2 Termination by the ISO.

The ISO may terminate this Agreement, upon the Market Participant committing any material default under this Agreement as provided in the ISO New England Operating Documents. With respect to any termination pursuant to this Section, the ISO must file a notice of termination with the Commission. This Agreement shall terminate upon acceptance by the Commission of such notice of termination.

### **2.3 Termination by Market Participant.**

In the event that the Market Participant no longer wishes to participate in the New England Markets or provide or receive services through the New England Transmission System with respect to any Asset then subject to this Agreement it may terminate this Agreement by complying with applicable provisions of the ISO New England Operating Documents, including Sections 3.9 and 3.10 of Section I of the Tariff, as well as all other legal or regulatory requirements applicable to the Market Participant.

### **2.4 Other Remedies.**

Nothing in Section 2.2 shall limit the remedies of the ISO under applicable law or the ISO New England Operating Documents, including the right, as applicable, to suspend the rights of one or more Assets to submit Bids, Schedules, Supply Offers or supply offers for Ancillary Services in the New England Markets or otherwise provide or receive services through the New England Transmission System.

### **2.5 Survival of Obligations.**

Notwithstanding any termination of this Agreement, any accrued obligations under this Agreement or the ISO New England Operating Documents, including obligations for the payment of money or obligations to provide information regarding operations or activities conducted prior to termination, shall survive the termination of this Agreement.

## **ARTICLE 3 GENERAL TERMS AND CONDITIONS**

### **3.1 ISO Services.**

- (a) The ISO agrees to operate the New England Control Area, provide transmission service through the New England Transmission System, and administer the New England Markets all in accordance with the ISO New England Operating Documents.
- (b) The ISO will monitor the New England Markets in accordance with the ISO New England Operating Documents.
- (c) The ISO will maintain procedures for interconnection of Assets with the New England Transmission System in accordance with the New England Operating Documents.
- (d) The ISO does not provide Local Service. Local Service is acquired through a separate transmission service agreement with the applicable PTO.

### **3.2 Service Under the Tariff.**

The Market Participant accepts service under the Tariff as a participant in the New England Markets, Market Participant agrees to be bound by the terms of the ISO New England Operating Documents and to make timely payment of all amounts due under the ISO New England Operating Documents.

### **3.3 Registration of Assets.**

- (a) The Market Participant must register each Asset of which it is the Owner that seeks eligibility to sell or purchase services in the New England Markets by complying with the requirements of the ISO New England Operating Documents including, as applicable, registration information required by Section 12.2 of ISO New England Manual 28,

approval of an interconnection application required by Section I, Section 3.9 of the Tariff, compliance with the metering requirements of ISO New England Operating Procedure No. 18, and providing the electrical operating information required by ISO New England Operating Procedure No. 14. Market Participant must also register its contractual interest in any Load Asset which it has transferred to a new Owner without a corresponding transfer of legal title to the Load Asset (whether or not the Market Participant is the holder of the legal title).

- (b) The ISO shall be entitled to inspect and verify all registration information, including technical specifications, provided pursuant to Section 3.3.
- (c) The Market Participant shall provide written notice to the ISO of any proposed changes to the registration information as required by the ISO New England Operating Documents.
- (d) The Market Participant may withdraw Assets from the provision of particular services in accordance with the procedures set forth in the ISO New England Operating Documents.

#### **3.4 Market Participant Operating Responsibilities.**

The Market Participant shall direct, physically operate, repair and maintain all metering and interconnection equipment under its control and all Assets providing services through the New England Transmission System (a) consistent with New England Transmission System reliability; (b) in accordance with (i) this Agreement, (ii) all applicable provisions of the ISO New England Operating Documents and (iii) all applicable reliability guidelines, policies, standards, rules, regulations, orders, license requirements and all other requirements of NERC, NPCC, other applicable reliability organizations' reliability rules and all applicable requirements of federal or state laws or regulatory authorities; and (c) in such a manner as to maintain safe operations, including the enforcement of rules and procedures to ensure the safety of personnel.

#### **3.5 Reserved Rights.**

- (a) Except for obligations and limitations specifically imposed by the ISO New England Operating Documents, the Market Participant retains all rights that it otherwise has incident to its ownership of and legal and equitable title to, its Assets, including all land and land rights and the right to build, acquire, sell, lease, merge, dispose of, retire, use as security, or otherwise transfer or convey all or any part of its Assets.
- (b) The Market Participant has the right to adopt and implement procedures, consistent with Good Utility Practice, and to take such actions as it deems necessary to protect its facilities from physical damage or to prevent injury or damage to persons or property.
- (c) Nothing contained in this agreement is intended to alter or waive any rights that the ISO or the Market Participant may have to make filings with the Commission under the Federal Power Act.

#### **3.6 Participants Agreement.**

By entering into this Agreement, the Market Participant agrees to be bound by the Participants Agreement, through NEPOOL or individually, as the case may be, and to pay the fees and charges specified therein. The Participants Agreement provides processes for stakeholder input, individually and

collectively, into revisions of certain provisions of ISO New England Operating Documents and the planning process for the New England Transmission System.

#### ARTICLE 4 PROVISIONS RELATING TO SELLERS

##### **4.1 Appointment of the ISO as Agent.**

Market Participant appoints the ISO as its agent to apportion, bill and collect on its behalf for Energy, capacity, Ancillary Services, demand response services or other related products or services sold through the New England Markets in accordance with the ISO New England Operating Documents.

##### **4.2 Collection.**

The ISO agrees to apportion, bill and collect for Market Participant's services and to remit to Market Participant amounts due to it under the Market Rules, as and when collected. The ISO will use commercially reasonable efforts to collect amounts due to Market Participant, including exercising its rights under the ISO New England Financial Assurance Policy and ISO New England Billing Policy. Allocation of revenues received will be made, and all disputes regarding amounts collected and remitted will be handled in accordance with the ISO New England Operating Documents.

##### **4.3 Participation in Markets and Programs.**

In connection with submitting schedules, bids, and supply offers or otherwise offering to provide or providing services through the New England Markets, the Market Participant agrees at all times to comply with the ISO New England Operating Documents. The Market Participant hereby warrants to the ISO that, unless the ISO New England Operating Documents specifically permit supply offers unrelated to physical parameters, whenever it submits a Supply Offer for Energy or supply offer for Ancillary Services or a demand response service, it has the capability and the intention to provide that service in accordance with the ISO New England Operating Documents and it will comply with ISO dispatch instructions for the provisions of service in accordance with the ISO New England Operating Documents.

##### **4.4 Rate Authority.**

Market Participant warrants that, at any time it has registered one or more Assets, it either (a) has on file with the Commission for each such Asset market-based rate authority or other Commission-approved basis for setting prices for services offered by means of the New England Transmission System by such Asset or (b) is exempt from the requirement to have rates for services on file with the Commission.

##### **4.5 Central Dispatch.**

The Market Participant shall, to the extent scheduled or otherwise obligated under the ISO New England Operating Documents, either individually or through the Second Restated NEPOOL Agreement, as provided therein, subject each of the Assets it owns or operates to central dispatch by the ISO, provided, however, that each Market Participant shall at all times be the sole judge as to whether or not and to what extent safety requires that at any time any of such Assets will be operated at less than their full capacity or not at all.

**ARTICLE 5  
PROVISIONS RELATING TO BUYERS**

**5.1 Appointment of the ISO as Agent.**

The Market Participant appoints the ISO as its agent to purchase on its behalf Energy, capacity, Ancillary Services, demand response services or other related products or services through the New England Markets in accordance with the ISO New England Operating Documents.

**5.2 Purchase of Services.**

In connection with submitting schedules, demand bids or withdrawing Energy from the system in Real-Time or otherwise offering to buy or receive services through the New England Markets, the Market Participant agrees at all times to comply with the ISO New England Operating Documents. Except as emergency circumstances may result in the ISO requiring load curtailments by Market Participants, and subject to the availability of transmission capacity, each Market Participant will be entitled to buy from other Market Participants, and shall be required to remit payment to those Market Participants therefor in accordance with the ISO New England Operating Documents, such amounts, if any, of Energy, capacity, Ancillary Services, demand response services or other related products or services as it requires.

**5.3 Disputes.**

All disputes regarding amounts payable for services purchased will be handled in accordance with the ISO New England Operating Documents.

**ARTICLE 6  
FORCE MAJEURE; INDEMNIFICATION AND LIABILITIES**

**6.1 Force Majeure Event.**

An event of Force Majeure shall be as set forth in the Tariff.

**6.2 Reasonable Efforts to Perform and Notice.**

When the performance of either Party under this Agreement is hindered by an event of Force Majeure, that Party shall make all reasonable efforts to perform its obligations under this Agreement, and shall promptly notify the other Party and any affected Transmission Customers, if appropriate, of the commencement and end of each event of Force Majeure in accordance with the ISO New England Operating Documents.

**6.3 Indemnification and Liabilities.**

The indemnification responsibilities of the Parties, to the extent permitted by law, shall be as set forth in the Tariff.



**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

**7.1 Commission Filing.**

The ISO shall file this Agreement with, or electronically report this Agreement to, as applicable, the Commission.

**7.2 Notices.**

Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing and any such communication or notice shall become effective (a) upon personal delivery thereof, including by overnight mail or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of notice by facsimile, upon receipt thereof; provided that such transmission is promptly confirmed by either of the methods set forth in clauses (a) or (b) above, in each case addressed to each Party hereto at its address(es) set forth below or, at such other address(es) as such Party may from time to time designate by written notice to the other Party hereto; further provided that a notice given in connection with this Section 7.2 but received on a day other than a business day, or after business hours in the situs of receipt, will be deemed to be received on the next business day:

**MARKET PARTICIPANT:**

**XOOM Energy, LLC  
13850 Ballantyne Corporate Place, Suite 150  
Charlotte, NC 28277  
Attn: Chief Operating Officer**

**Direct: 704-274-1450  
Fax: 877-396-6041  
E-mail: bblake@xoomenergy.com**

**ISO New England Inc.:**

**ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040  
Attn: General Counsel**

**Tel: (413) 540-4000  
Fax: (413) 535-4379**

**7.3 Other Agreements.**

In the event of a conflict between this Agreement and other agreements with respect to subjects addressed in this Agreement, this Agreement shall govern, subject to Section 13 of the Settlement Agreement.

**7.4 Waiver.**

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by applicable law or otherwise afforded, shall be cumulative and not alternative.

#### **7.5 Amendment.**

Except as otherwise specifically provided herein, this Agreement shall not be subject to modification or amendment unless agreed to in writing by both Parties hereto. Notwithstanding the foregoing, nothing in this Agreement shall restrict in any way the rights of either Party to submit an application under Section 206 of the Federal Power Act for revisions to this Agreement.

The Parties acknowledge that this Agreement is entered into subject to the approval and continuing jurisdiction of the Commission. The ISO will notify the Market Participant of any changes to this Agreement required or approved by the Commission. Any such changes will take effect at the times and in the manner specified by the Commission in its order requiring or approving such changes. The Market Participant may, subject to the procedures referenced in Section 2.3, terminate this Agreement rather than accept any such changes.

#### **7.6 No Third Party Beneficiaries.**

It is not the intention of this Agreement or of the Parties to confer a third party beneficiary status or rights of action upon any Person or entity whatsoever other than the Parties and nothing contained herein, either express or implied, shall be construed to confer upon any Person or entity other than the Parties any rights of action or remedies either under this Agreement or in any manner whatsoever.

#### **7.7 No Assignment.**

Neither this Agreement nor any right, interest or obligation hereunder may be assigned by a Party (including by operation of law) without the prior written consent of each other Party in its sole discretion and any attempt at assignment in contravention of this Section 7.7 shall be void.

#### **7.8 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, including all matters of construction, validity and performance without regard to the conflicts-of-laws provisions thereof.

#### **7.9 Consent to Service of Process.**

Each of the Parties hereby consents to service of process by registered mail, Federal Express or similar courier at the address to which notices to it are to be given, it being agreed that service in such manner shall constitute valid service upon such party or its respective successors or assigns in connection with any such action or proceeding; provided, however, that nothing in this Section 7.9 shall affect the right of any such Parties or their respective successors and permitted assigns to serve legal process in any other manner permitted by applicable law or affect the right of any such Parties or their respective successors and assigns to bring any action or proceeding against any other one of such Parties or its respective property in the courts of other jurisdictions.

#### **7.10 Dispute Resolution.**

The Parties shall resolve their disputes relating to this Agreement utilizing the dispute resolution provisions of the Tariff.

**7.11 Invalid Provisions.**

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) the court holding such provision to be illegal, invalid or unenforceable may in lieu of such provision add as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as it deems appropriate.

**7.12 Relationship of the Parties.**

Nothing in this Agreement is intended to create a partnership, joint venture or other joint legal entity making either Party jointly or severally liable for the acts or omissions of the other Party.

**7.13 Confidentiality.**

Confidential information acquired by either Party pursuant to this Agreement shall be governed by the ISO New England Operating Documents.

**7.14 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The Parties hereto agree that any document or signature delivered by facsimile transmission shall be deemed an original executed document for all purposes hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

**Market Participant:**

**The ISO:**

**XOOM Energy, LLC**

**ISO New England Inc.**

By: *Mamas Way*  
Name: *Mamas Way*  
Title: *CEO*

By: *Kevin A. Kirby*  
Name: Kevin A. Kirby  
Title: Vice President, Market Operations

Date: *10/20/11*, 2011

Date: *Jan 26*, 2012

**Attachment G**

**Letter of Credit**

**\*\* Please note that the original Letter of Credit was sent to the New Hampshire Public Service Commission on June 25, 2013. See attached email for copy.**

## Stephanie Kueffner

---

**From:** Goyette, David <David.Goyette@puc.nh.gov>  
**Sent:** Tuesday, June 25, 2013 9:40 AM  
**To:** Stephanie Kueffner  
**Subject:** Emailing: Xoom Energy Irrevocable Letter of Credit DOC\_20130626072124.PDF, 704.274.1450  
**Attachments:** Xoom Energy Irrevocable Letter of Credit DOC\_20130626072124.PDF

Stephanie,

Attached is a copy of the letter of credit the NHPUC received from Wells Fargo.

*David Goyette*

Utility Analyst III

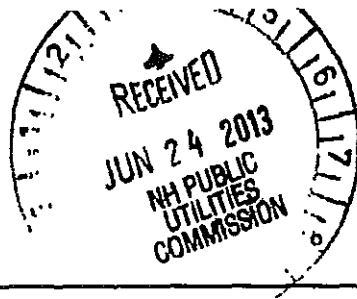
New Hampshire Public Utilities Commission

21 S. Fruit St, Suite 10

Concord, NH 03301-2429

603.271.6326(voice)

603.271.3878(fax)



Wells Fargo Bank, N.A.  
 U. S. Trade Services  
 Standby Letters of Credit  
 MAC D4004-012  
 401 Linden Street, 1st Floor  
 Winston-Salem, NC 27101  
 Phone: 1(800) 776-3882 Option 2  
 E-Mail: sblc-new@wellsfargo.com

**Irrevocable Standby Letter Of Credit**

**Number:** IS0047725U  
**Issue Date:** June 21, 2013

BENEFICIARY	APPLICANT
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION 21 SOUTH FRUIT STREET, SUITE 10 CONCORD, NEW HAMPSHIRE 03301-2429	XOOM ENERGY NEW HAMPSHIRE, LLC 11208 STATESVILLE RD, SUITE 200 HUNTERSVILLE, NORTH CAROLINA 28078

LETTER OF CREDIT ISSUE AMOUNT USD 100,000.00 EXPIRY DATE JUNE 21, 2014

**LADIES AND GENTLEMEN:**

WE HEREBY OPEN OUR CLEAN, IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF THE ABOVE MENTIONED APPLICANT IN THE AGGREGATE AMOUNT OF USD ONE HUNDRED THOUSAND AND 00/100'S (USD \$100,000.00) AVAILABLE BY PAYMENT AT OUR COUNTERS UPON PRESENTATION OF THE FOLLOWING:

1. A DRAFT DRAWN AT SIGHT ON WELLS FARGO BANK, N.A. AND DULY ENDORSED ON ITS REVERSE SIDE THEREOF BY THE BENEFICIARY, SPECIFICALLY REFERENCING THIS LETTER OF CREDIT NUMBER.
2. THE ORIGINAL LETTER OF CREDIT PLUS ANY AND ALL AMENDMENTS ATTACHED THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRY DATE UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO SUCH EXPIRATION DATE, WE SEND THE BENEFICIARY NOTICE AT THE ABOVE STATED ADDRESS BY OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED EXPIRY DATE THEREOF. THIS STANDBY LETTER OF CREDIT SHALL NOT BE EXTENDED BEYOND 01/01/2019 WHICH WILL BE CONSIDERED THE FINAL EXPIRATION DATE. ANY REFERENCE TO A FINAL EXPIRATION DATE DOES NOT IMPLY THAT WELLS FARGO BANK, N.A. IS OBLIGATED TO EXTEND THIS CREDIT BEYOND THE INITIAL EXPIRY DATE OR ANY EXTENDED DATE THEREOF.

WE HEREBY AGREE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT SHALL BE DULY HONORED IF PRESENTED AT OUR OFFICE LOCATED AT 401 LINDEN STREET, WINSTON SALEM, NC 27101, ATTN:STANDBY LETTER OF CREDIT DEPT. ON OR BEFORE 06/21/2014, THE EXPIRY DATE, OR ANY EXTENDED DATE THEREOF IF APPLICABLE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE

Together we'll go far



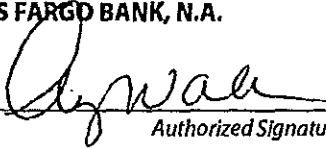
**WELLS  
FARGO**

INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98").

Very Truly Yours,

**WELLS FARGO BANK, N.A.**

By:

  
Authorized Signature

**The original of the Letter of Credit contains an embossed seal over the Authorized Signature.**

Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to **Wells Fargo Bank, National Association**, Attn: U.S. Standby Trade Services

*at either* One Front Street  
MAC A0195-212,  
San Francisco, CA 94111

*or* 401 Linden Street  
MAC D4004-017,  
Winston-Salem, NC 27101

Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals

1-800-798-2815 Option 1

(Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT)

1-800-776-3862 Option 2

(Hours of Operation: 8:00 a.m. EST to 5:30 p.m. EST)

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