

November 24, 2015

NHPUC 30NOV15AM8:54

VIA FEDERAL EXPRESS**EFILE (.PDF) – Executive.director@puc.nh.gov**

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

RE: Chapter Puc 2000-Competitive Electric Power Supplier Rules, Part Puc 2003.01 & 2003.04

Initial Registration and Requirements of GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy ("Think Energy") to become licensed as a Competitive Electric Power Supplier in the State of New Hampshire

Pursuant to the New Hampshire Code of Administrative Rules, Chapter Puc 2000, Competitive Electric Power Supplier Rules, Parts Puc 2003.01 and 2003.04, Think Energy hereby submits its Initial Registration to be licensed as a Competitive Electric Power Supplier in the State of New Hampshire, exhibiting all of the information required by Puc 2006.

Enclosed, please find one (1) original and two (2) copies of Think Energy's registration and the **\$500 registration fee**. Also enclosed is an electronic copy of said registration application on a CD/DVD.

Think Energy shall promptly notify the NH Commission of any changes to the information submitted in this registration within 30 days following the effective date of the change. Following registration, Think Energy will continue to maintain compliance with the requirements of Puc 2000. Further, Think Energy shall, within 30 days of receiving notice of successful completion of its registration, notify each utility in whose franchise area it intends to operate, in writing, that it has successfully completed its registration. A copy of such notification will be provided to the NH Commission.

Please do not hesitate to contact me via email at randy.johnson@gdfsuezna.com with any questions and/or to request additional information. Thank you in advance for your assistance.

Regards,



Randy Johnson
Counsel
GDF Suez Retail Energy Solutions, LLC
d/b/a Think Energy
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
www.mythinkenergy.com

cc: ***Via e-mail to Service List:***
Executive.Director@puc.nh.gov
David.goyette@puc.nh.gov
David.wiesner@puc.nh.gov
Leszek.stachow@puc.nh.gov
Margaret.raymond@puc.nh.gov
ocalitigation@oca.nh.gov
randy.johnson@gdfsuezna.com
tom.frantz@puc.nh.gov



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION

[Pursuant to NH Code Admin R. Ann. PUC 2006.01]

1. The legal name of the applicant as well as any trade name(s) under which it intends to operate and, if applicable, its website [PUC 2006.01(a)(1)]:

GDF SUEZ Retail Energy Solutions, LLC d/b/a Think Energy ("Think Energy"),
<https://www.mythinkenergy.com/>

2. The applicant's business address, telephone number, email address, and website address, as applicable [PUC 2006.01(a)(2)]:

***1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
Tel: (866) 252-0078
Fax: (713) 636-1601
Sales inquiries: questions@mythinkenergy.com
<https://www.mythinkenergy.com/>***

3. The applicant's place of incorporation, if anything other than an individual [PUC 2006.01(a)(3)]:

***Delaware – April 18, 2011
Corporation No.: 4970172
Federal EIN: 35-2408190***

Think Energy incorporated in the State of Delaware on April 18, 2011.

4. The name(s), title(s), business address(es), telephone number(s), and email address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual [PUC 2006.01(a)(4)]:

See Attachment 1 – Officers & Directors.

5. The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire [PUC 2006.01(a)(5)]:

- a. The name, business address, and telephone number of the entity.

***GDF SUEZ Energy Resources NA, Inc.
1990 Post Oak Blvd., Suite 1900***



**Houston, TX 77056
Tel: (877) 321-4433**

- b. A description of the business purpose of the entity; and

Think Energy is a wholly-owned subsidiary of GDF SUEZ Energy Resources NA, Inc. GDF SUEZ Energy Resources NA, Inc. is a supplier of retail electricity with a focus on large commercial and industrial customers.

- c. A description of any agreements with any affiliated New Hampshire utility.

Think Energy is not affiliated with any New Hampshire utility.

6. The telephone number of the applicant's customer service department or the name, title and toll free telephone number and email address of the customer service contact person of the applicant, including toll free telephone numbers, if applicable [PUC 2006.01(a)(6)]:

***Alicia Nieto, Account Services Director
Toll Free: (888) 232-6206
Fax: (713) 636-1601
questions@mythinkenergy.com***

7. The name, title, business address, telephone number, and email address of the individual responsible for responding to commission inquiries [PUC 2006.01(a)(7)]:

***Julian Mithani, Counsel
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
Tel: (713) 636-1797
Fax: (713) 636-1601
Julian.Mithani@gdfsuezna.com***

8. The name, title, business address, telephone number and email address of the individual who is the applicant's registered agent in New Hampshire for service of process [PUC 2006.01(a)(8)]:

***Capitol Corporate Services, Inc.
1 Old Loudon Road
Concord, NH 03301***

9. A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual [PUC 2006.01(a)(9)]:

***See Attachment 2:
(a) Application for Registration as a Foreign Limited Liability Company filed 09/04/2013;
(b) Application for Registration of Trade Name filed 09/16/2013.***



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 [PUC 2006.01(a)(10)]:

Liberty Utilities Corp. (f/k/a Granite State Electric) (“Liberty”)
Unitil Energy Systems, Inc. (“Unitil”)
New Hampshire Electric Cooperative (“NHEC”)
Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”)

11. A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility tariff within which those customers are served [PUC 2006.01(a)(11)]:

Think Energy intends to serve all residential, small commercial and industrial customers in the service territories listed in item 10 above.

12. A listing of the states where the applicant currently conducts business relating to the sale of electricity [PUC 2006.01(a)(12)]:

| STATE OF LICENSE | LICENSE NO. | LICENSE ISSUE DATE |
|-----------------------------|-------------------------------|--------------------|
| Connecticut | Docket #11-10-14 | 02/09/2012 |
| Delaware | Docket #11-482 | 04/20/2012 |
| District of Columbia | Order # 16630 | 12/02/2011 |
| Illinois | ICC Cert. No. 11-0531 | 09/21/2011 |
| Maine | Docket #2011-425 | 11/22/2011 |
| Maryland | License #IR-2404 | 08/17/2011 |
| Massachusetts | License # CS-087 | 08/10/2011 |
| New Jersey | License # ESL-0120 | 03/12/2012 |
| New York | (NY does not issue license #) | 09/16/2011 |
| Ohio | License #11-407E(1) | 11/17/2011 |
| Pennsylvania | License No. A-110531 | 12/16/2011 |
| Rhode Island | License No. D-96-6(R7) | 09/11/2015 |
| Texas | License # 10204 | 08/26/2011 |

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 [PUC 2006.01(a)(13)]:

See Attachment 3 – Listing of Formal Complaints



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ThinkEnergy

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 [PUC 2006.01(a)(14)]:
- 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.

None.

15. A statement as to whether the applicant or any of the applicant's principals [PUC 2006.01(a)(15)]:
- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties 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 complaint involving any state or federal consumer protection law or regulation.

None.

16. If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event [PUC 2006.01(a)(16)]:

Not Applicable.

17. For those applicants intending to telemarket, a statement that the applicant shall [PUC 2006.01(a)(17)]:
- 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 list(s) or customers who are listed on the National Do Not Call Registry.

If Think Energy telemarkets it will maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing, obtain monthly updated do-not-call lists from the National Do Not Call Registry, and will not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry.



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ThinkEnergy

18. For those applicants that intend not to telemarket, a statement to that effect [PUC 2006.01(a)(18)]:

Think Energy is interested in pursuing telemarketing.

19. A sample of the fill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service [PUC 2006.01(a)(19)]:

See Attachment 4 – Sample Bill.

20. A copy of each contract to be used for residential and small commercial customers [PUC 2006.01(a)(20)]:

Attachment 5 – Sample Contracts.

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 [PUC 2006.01(a)(21)]:

See Certification attached hereto.

22. The signature of the Applicant or its representative [PUC 2006.01(a)(22)]:

Please refer to Certification attached hereto.

23. 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 local distribution company that the applicant has complied with the training and testing requirements for electronic data interchange; 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 [PUC 2003.01(d)(1)].

***See Attachment 6 – Local Distribution Companies' Statements; and
See Attachment 7 – Local Utilities Statements.***

24. 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 sponsorship relationship with a NEPOOL member [PUC 2003.01(d)(2)]:

Think Energy, acting through its wholesale affiliate, GDF SUEZ Energy Marketing NA, Inc. ("GSEMNA"), purchases 100% of the physical electric energy from NEPOOL and ISO-NE. GSEMNA makes such purchases for Think Energy pursuant to the following:



***See Attachment 8 – Master Supply Agreement between Think Energy and GSEMNA;
See Attachment 9 – GSEMNA NEPOOL Agreement; and
See Attachment 10 – ISO-NE Market Participant Agreement between GSEMNA and ISO New England Inc.***

25. Evidence of financial security as defined in PUC 2003.03 [PUC 2003.01(d)(4)]:

See Attachment 11 – Surety Bond No. 022052281 in the amount of \$100,000 issued by Liberty Mutual Insurance Company in favor of the New Hampshire Public Utilities Commission.



STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy

CERTIFICATION

I, **T. RAY CUNNINGHAM**, Vice President and Assistant General Counsel, for GDF SUEZ Retail Energy Solutions, LLC (“Think Energy”) declare that I have personally reviewed the statements herein and that they are true and correct and complete in all material respects. I further declare that the information contained in this application was prepared and compiled under my supervision and control. I further declare that I am authorized by Think Energy to file this application on its behalf.

Dated this 24 day of November, 2015.

T. RAY CUNNINGHAM
Vice President & Assistant General Counsel

Subscribed and sworn to before me
this 24 day of November, 2015.

MARSHA FROST GRIFFIN, NOTARY

[Stamp of Notary]



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 1

OFFICERS & DIRECTORS, PARTNERS OR OTHER OFFICIALS

Sam Henry

President & CEO
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: sam.henry@gdfsuezna.com

John Henderson

Senior Vice President, Small Customer Business
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: john.henderson@gdfsuezna.com

Patrick Gaussett

Vice President, CFO & Treasurer
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: patrick.gaussett@gdfsuezna.com

Ray Cunningham

Vice President, Assistant General Counsel & Secretary
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: ray.cunningham@gdfsuezna.com



Brenda Bayer

Vice President & Assistant Treasurer
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
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Email: brenda.bayer@gdfsuezna.com

Graham Leith

Vice President, Sales
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Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: graham.leith@gdfsuezna.com

J.D. Burrows

Vice President, Marketing
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: jd.burrows@gdfsuezna.com

Vikram Kulkarni

Vice President, Solar
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: vikram.kulkarni@gdfsuezna.com

William ("Bill") Jordan

Vice President, Supply
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
T: 713-636-1622
F: 713-636-1601
Email: bill.jordan@gdfsuezna.com



H. Joon Chun

Vice President, Operations
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: joon.chun@gdfsuezna.com

Douglas Stein

Vice President & Controller, Business Control
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: douglas.stein@gdfsuezna.com

Rachel W. Kilpatrick

Vice President
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: rachel.kilpatrick@gdfsuezna.com



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 2

AUTHORIZATION TO DO BUSINESS IN NEW HAMPSHIRE

State of New Hampshire

Filed
Date Filed: 09/16/2013
Business ID: 697674
William M. Gardner
Secretary of State

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

Form FLLC-1
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

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

FIRST: The name of the limited liability company is
GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is

THIRD: It is formed under the laws of DELAWARE

FOURTH: The date of its formation is 4/18/2011

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is

Sale of Retail Energy

SIXTH: The name of its registered agent in New Hampshire is Capitol Corporate Services, Inc.

and the street address, town/city (including zip code and post office box, if any) of its registered office is
(agent's business address in New Hampshire)
1 Old Loudon Rd Concord NH 03301

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



APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: Rachel W Kilpatrick

Print or type name: Rachel W. Kilpatrick

Title: Vice President

Date signed: 9/4/2013

Complete address of person signing: 1990 Post Oak Blvd., Ste. 1900
Houston, TX 77056

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

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

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

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

GDF SUEZ

*GDF SUEZ Energy Resources NA, Inc.
1990 Post Oak Blvd., Ste. 1900
Houston, Texas 77056
Tel. 713.636.1981*

September 13, 2013

State of New Hampshire
Corporations Section
Secretary of State

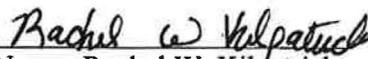
Re: **Consent to Use of Name**

To whom it may concern:

The undersigned GDF SUEZ Energy Resources NA, Inc., a corporation organized under the laws of the state of Delaware, and qualified to do business in the State of New Hampshire, hereby consents to the registration of GDF SUEZ Retail Energy Solutions, LLC as a Foreign Limited Liability in the state of New Hampshire.

IN WITNESS WHEREOF, the said GDF SUEZ Energy Resources NA, Inc., has caused this consent to be executed by its Vice President, this 13th day of September, 2013.

GDF SUEZ Energy Resources NA, Inc.


Name: Rachel W. Kilpatrick
Title: Vice President

cc: File

cs/rwk

GDF SUEZ

*GDF SUEZ Energy North America, Inc.
1990 Post Oak Blvd., Ste. 1900
Houston, Texas 77056
Tel. 713.636.1981*

September 13, 2013

State of New Hampshire
Corporations Division
N.H. Department of State
107 North Main Street
Concord, NH 03301-4989

Re: **Consent to Use of Name**

To whom it may concern:

The undersigned GDF SUEZ Energy North America, Inc., a corporation organized under the laws of the state of Delaware, and qualified to do business in the State of New Hampshire, hereby consents to the registration of GDF SUEZ Retail Energy Solutions, LLC as a Foreign Limited Liability in the state of New Hampshire.

IN WITNESS WHEREOF, the said GDF SUEZ Energy North America, Inc., has caused this consent to be executed by its Vice President, this 13th day of September, 2013.

GDF SUEZ Energy North America, Inc.


Name: Rachel W. Kilpatrick
Title: Vice President

GDF SUEZ

*GDF SUEZ Energy Marketing NA, Inc.
1990 Post Oak Blvd., Ste. 1900
Houston, Texas 77056
Tel. 713.636.1981*

September 13, 2013

State of New Hampshire
Corporations Section
Secretary of State

Re: **Consent to Use of Name**

To whom it may concern:

The undersigned GDF SUEZ Energy Marketing NA, Inc., a corporation organized under the laws of the state of Delaware, and qualified to do business in the State of New Hampshire, hereby consents to the registration of GDF SUEZ Retail Energy Solutions, LLC as a Foreign Limited Liability in the state of New Hampshire.

IN WITNESS WHEREOF, the said GDF SUEZ Energy Marketing NA, Inc., has caused this consent to be executed by its Vice President, this 13th day of September, 2013.

GDF SUEZ Energy Marketing NA, Inc.

Rachel W. Kilpatrick

Name: Rachel W. Kilpatrick

Title: Vice President

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF SEPTEMBER, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC" WAS FORMED ON THE EIGHTEENTH DAY OF APRIL, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4970172 8300

131073746

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0725146

DATE: 09-10-13

**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: GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC

Business Address (include city, state, zip): 1990 POST OAK BLVD., STE. 1900, HOUSTON, TX 77056

Telephone Number: 713-636-1981 E-mail: rachel.kilpatrick@gdfsuezna.com

Contact Person: Rachel W. Kilpatrick

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): Rachel W. Kilpatrick Signature: Rachel W Kilpatrick

Date signed: 9/4/2013

Name (print): _____ Signature: _____

Date signed: _____

Name (print): _____ Signature: _____

Date signed: _____



State of New Hampshire 2015 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 304-C:80.

REPORT DUE BY April 1, 2015

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed

Date Filed: 02/13/2015

Business ID: 697674

William M. Gardner

Secretary of State

GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC

1990 POST OAK BLVD. STE. 1900

HOUSTON, TX 77056

ADDRESS OF PRINCIPAL OFFICE:

1990 POST OAK BLVD. STE. 1900

HOUSTON, TX 77056

REGISTERED AGENT AND OFFICE:

CAPITOL CORPORATE SERVICES, INC.

1 OLD LOUDON ROAD

CONCORD, NH 03301

ENTITY TYPE: LLC

BUSINESS ID: 697674

STATE OF DOMICILE: DELAWARE

TO TRACK PERFORMANCE OF GSERNA'S NEW SMALL CUSTOMER
BUSINESS INITIATIVE FOR RESIDENTIAL ELECTRICITY SERVICE IN
2015.

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

The new mailing address _____

The new principal office address _____

PO Box is acceptable.

MANAGERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

LIST AT LEAST ONE MANAGER BELOW OR MEMBER ON RIGHT

NAME _____

STREET _____

CITY/STATE/ZIP _____

NAMES AND ADDRESSES OF ADDITIONAL MANAGERS/MEMBERS ARE ATTACHED

MEMBERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).

MUST LIST AT LEAST ONE MEMBER BELOW IF NO MANAGERS

MEMB. **GDF SUEZ ENERGY RESOURCES NA, INC**

STREET **1990 Post Oak Blvd Suite 1900**

CITY/STATE/ZIP **Houston Tx 77056**

NAME _____

STREET _____

CITY/STATE/ZIP _____

NAME _____

STREET _____

CITY/STATE/ZIP _____

NAME _____

STREET _____

CITY/STATE/ZIP _____

To be signed by the manager, if no manager, must be signed by a member.

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: RACHEL W KILPATRICK

Please print name and title of signer: RACHEL W KILPATRICK / AUTHORIZED PARTY

NAME

TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL): _____



069767420151008

**WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED**

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

State of New Hampshire

Filed
Date Filed: 09/16/2013
Business ID: 697675
William M. Gardner
Secretary of State

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

Form TN-1
RSA 349

APPLICATION FOR REGISTRATION OF TRADE NAME

(PLEASE TYPE OR PRINT CLEARLY)

1. BUSINESS NAME: THINK ENERGY
(Name **cannot include "INC."** or other corporate designation)
2. BUSINESS ADDRESS: 1990 Post Oak Blvd., Suite 1900, Houston, TX 77056
No. & Street City / town State Zip
- MAILING ADDRESS (if different): _____
No. & Street City / town State Zip
3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON: _____
Sale of Retail Energy
4. DATE BUSINESS ORGANIZED: 04/18/2011
(month / day / year)

- 5-A. **ENTITY APPLICANT:** IF THE APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S EXACT NAME AND INCLUDE TITLE OF PERSON SIGNING. If more space is needed for additional entity applicants, please attach additional sheet(s).

GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC 1990 Post Oak Blvd., Suite 1900, Houston, TX 77056
ENTITY NAME (TYPE OR PRINT) NO. STREET

Rachel W Kilpatrick Houston, TX 77056
AUTHORIZED SIGNATURE TOWN/CITY STATE ZIP

RACHEL W. KILPATRICK/VICE PRESIDENT
SIGNER'S NAME AND TITLE (TYPE OR PRINT)

- 5-B. **INDIVIDUAL APPLICANTS:** PLEASE TYPE OR PRINT APPLICANTS' NAME(S), ADDRESS(ES) AND INCLUDE SIGNATURE. If more space is needed for additional individual applicants, please attach additional sheet(s).

1. _____ NO. STREET
TYPE OR PRINT NAME
- _____
SIGNATURE TOWN/CITY STATE ZIP
2. _____ NO. STREET
TYPE OR PRINT NAME
- _____
SIGNATURE TOWN/CITY STATE ZIP
3. _____
TYPE OR PRINT NAME
- _____
SIGNATURE

State of New Hampshire
Form TN 1 - Application for Registration of Trade Name 1 Page(s)



T1326010018

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

Mail fee and **DATED AND SIGNED ORIGINAL** to: Corporation Division, Department of State, 107 North Main Street, Concord, NH 03301-4989. Physical location: 25 Capitol Street, Concord, NH 03301.



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 3

LISTING OF FORMAL COMPLAINTS

| Customer | Jurisdiction | Date Filed | Docket # | Nature of Complaint | Final Resolution Date |
|--|---------------------|-------------------|-----------------------|--|------------------------------|
| <i>Eric Alamo</i> | <i>PA PUC</i> | <i>01/15/2015</i> | <i>C-2015-2462452</i> | <i>Slamming allegation from a SOP Customer intended to file against utility, but erroneously filed against Applicant.</i> | <i>02/02/2015</i> |
| <i>William R. Cook d/b/a Dairy Queen</i> | <i>PA PUC</i> | <i>09/03/2015</i> | <i>C-2015-2501743</i> | <i>Applicant enrolled the customer for July 2015 instead of July 2016 due to a system error. The customer notified Applicant. Applicant immediately requested copies of the ETF bills in order to issue a refund and make the customer whole. Applicant processed the refund request for both ETFs totaling \$2,000.00. The customer received the check via FedEx as of 9/16/2015. A Certificate of Satisfaction was filed on 09/17/2015 resolving the case.</i> | <i>9/17/2015</i> |



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 4

SAMPLE BILL



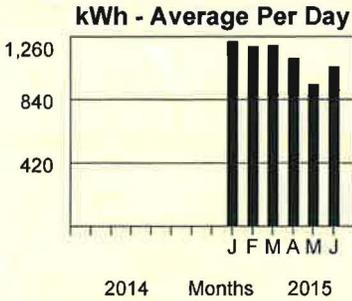
SERVICE ADDRESS:
LJ VALENTE INC
8957 NY STREET
LOUDON NH 03307

BILLING PERIOD
May 27, 2015 to Jun 25, 2015

BILL ACCOUNT NUMBER:
77777-77777

| | |
|------------------------|-------------------------------------|
| Pay This Amount | AMOUNT DUE |
| | \$4,787.28 |
| | DUE DATE: August 14, 2015 |

| | | | | |
|-------------------------------|--|-------------------------|---|--|
| Questions about Your Bill? | Customer Service Hours M - F: 7:00 AM - 7:00 PM CST | Phone 1-866-252-0078 | Online Billing www.mythinkenergy.com | Email Us customer@mythinkenergy.com |
|-------------------------------|--|-------------------------|---|--|



Types of Meter Readings:
Actual Estimated

You used 30,807 kWh in 29 days, or an average of 1,062 kWh a day.

ACCOUNT BALANCE AS OF BILL DATE JUN 29, 2015

| | |
|---|-------------------|
| Previous Balance | \$5,186.68 |
| Payment Received Jun 19 - THANK YOU | \$2,894.77 |
| Balance Remaining | \$2,291.91 |
| Current Charges | \$2,495.37 |
| Total Amount Due | \$4,787.28 |
| Amount due if paid after August 14, 2015 | \$4,787.28 |

Summary of Current Charges

| | |
|------------------------------|-------------------|
| Total Think Energy Charges | \$2,310.53 |
| Total Taxes / Assessments | \$184.84 |
| Total Current Charges | \$2,495.37 |

IMPORTANT MESSAGES

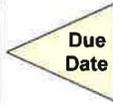
To pay electronically and other important information, see back ➔

Return this part to address below with a check payable to Think Energy

Your Bill Account Number

77777-77777

| August | | | | | | |
|--------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |



Amount Due

\$4,787.28

Amount Enclosed

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

LJ VALENTE INC
8957 NY STREET
LOUDON NH 03307

Think Energy
P. O. BOX 9001218
Louisville, KY 40290-1218

BILL ACCOUNT NUMBER
77777-77777

Understanding Your Bill

Your Bill Account Number - A unique number assigned to your account. Customers with multiple locations may have multiple account numbers.

Due Date - The date your payment is due to arrive at Think Energy in order to avoid late charges.

Energy Charge - Charges for electricity used during this period.

Utility Charges - Charges for services rendered by your local Transmission and Distribution Service Provider. These charges are set by the service provider.

Taxes - Taxes imposed on energy and utility charges and remitted to taxing entities.

Advanced Metering Charge - A charge assessed to recover a TDU's charges for Advanced Metering Systems, to the extent that they are not recovered in a TDU's standard metering charge.

Late Payment Charge - A charge assessed for late payment in accordance with Public Utility Commission rules, which shall not exceed 1.5% per month or the maximum rate allowed by law.

kW (Kilowatt) - (1) A measure of demand for power during a preset time -- minutes, hours, days, months; (2) 1,000 watts --- Ten 100-watt light bulbs use one kW of electric power.

kWh (Kilowatt-hour) - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.

Prevent Disconnect - Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. Neglecting to pay all charges may result in disconnection.

* Mail payments to: Think Energy, P. O. BOX 9001218, Louisville, KY 40290-1218.

* Mail notes and letters in a separate envelope to: Think Energy, P.O. Box 25225, Lehigh Valley, PA 18002-5225.

* Fed. I.D. 35-2408190

* THINK



SERVICE ADDRESS:
 LJ VALENTE INC
 8957 NY STREET
 LOUDON NH 03307

BILLING PERIOD
 May 27, 2015 to Jun 25, 2015

BILL ACCOUNT NUMBER:
 77777-77777

| | |
|------------------------|-------------------------------------|
| Pay This Amount | AMOUNT DUE |
| | \$4,787.28 |
| | DUE DATE: August 14, 2015 |

| | | | | |
|-------------------------------|--|-------------------------|---|--|
| Questions about Your Bill? | Customer Service Hours M - F: 7:00 AM - 7:00 PM CST | Phone 1-866-252-0078 | Online Billing www.mythinkenergy.com | Email Us customer@mythinkenergy.com |
|-------------------------------|--|-------------------------|---|--|

For power outages and other electrical emergencies, call your electric distribution company:
 Eversource Energy - PSNH
 1-800-448-7764
 Utility Account Number:
 777777777

| Charges for Billing Period for May 27, 2015 - Jun 25, 2015 | |
|---|-------------------|
| Energy Charges | |
| Energy 30807 kWh at \$0.075 per kWh | 2,310.53 |
| Subtotal Energy Charges | 2,310.53 |
| Taxes | |
| Sales Tax | 184.84 |
| Subtotal Taxes | 184.84 |
| Total Energy Charges | \$2,495.37 |
| Total Charges for this Billing Period | \$2,495.37 |

GENERAL INFORMATION

Thank you for being a Think Energy customer, we value your business. The average price you paid for electric service this month: 7.5¢ per kWh. **Meter data on back.**

At least twice per year you have the right to request and receive actual consumption information for each billing period during the prior year or the months therein during which a competitive supplier sold electricity to you.

If you are receiving separate bills from Think Energy and the local utility, your meter readings are available on the local utility's bill.

You have the right to file a complaint with the New Hampshire Public Utilities Commission after you have attempted to resolve the dispute with Think Energy. You may contact the Commission at 1-800-852-3793.

BILL ACCOUNT NUMBER
77777-77777

Summary of Usage by Meter

| Reading Dates | Meter Number | Meter Constant | Previous Meter Read | Present Meter Read | Usage Type | Usage |
|------------------|--------------|----------------|---------------------|--------------------|------------|-------|
| Previous/Present | | | | | | |
| May 27 Jun 25 | N/A | 1 | 0 | 0 | kWh | 30807 |
| May 27 Jun 25 | N/A | 1 | 0 | 0 | kW | 300 |
| May 27 Jun 25 | | | | | Total | 30807 |

UNDERSTANDING YOUR METER INFORMATION

Meter Constant - A fixed value which is used when converting meter readings to actual energy use.

OffPk (Off-Peak) - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.

OnPk (On-Peak) - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.

kW (Kilowatt) - The standard unit for measuring electricity demand, equal to 1,000 watts.

kWh (Kilowatt-hour) - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 5

SAMPLE CONTRACTS

**NEW HAMPSHIRE ELECTRICITY SUPPLIER
RESIDENTIAL CONTRACT SUMMARY**
[Plan Name]



| | |
|---|---|
| Electricity Supplier Information: | GDF SUEZ Retail Energy Solutions, LLC d/b/a "Think Energy" PO Box 25225, Lehigh Valley, PA 18002 Website: www.mythinkenergy.com NH License #[LICENSE] Toll-free Telephone Number: (866)252-0078 Facsimile Number: (800)627-8813 Email Address: customercare@mythinkenergy.com |
| Price Structure: | Fixed Rate Product – You will pay a fixed rate of [Rate] per kWh for electricity supply, which will remain the same at all usage levels. Applicable state and local sales taxes, transmission and distribution charges and other utility charges such as the system benefits charge and the stranded cost recovery charge are not included in the contract price. |
| Fixed Rate Term/Length: | Think Energy will begin supplying your electricity on the date of your first meter read following your confirmed enrollment with us, which is set by your Local Utility Company, and will continue for [Term] monthly billing cycles. |
| Cancellation/Early Termination Fees: | There is no Cancellation/Early Termination Fee |
| Renewal Terms: | At the end of the fixed-rate term, if you do not renew with another Think Energy product, switch to another electricity supplier, or switch your service to default service with your Local Utility Company, your service will continue on a month-to-month basis with Think Energy based on monthly billing cycles (referred to as "rollover service") with no change to the terms of service, except the Price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. When receiving rollover service, you may switch your service at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term. |
| Local Utility Company Information: | [UTILITY NAME] [UTILITY 800 NUMBER] Your Local Utility Company is responsible for billing Distribution Charges. In the event of an emergency, such as a power failure or a downed power line, you should call your Local Utility Company. You have the right to receive basic default service from your Local Utility Company instead of an electricity supplier. |
| Right to Cancel: | You may cancel this agreement within three (3) federal business days following receipt of this agreement (five (5) business days from postmarked date if agreement is sent via mail) by contacting Customer Care by telephone or email. |
| Energy Assistance Programs: | For Energy Assistance such as LIHEAP (Low Income Home Energy Assistance Program) call your local utility. |



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

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

Term. Service will begin on the date of your first meter read following your confirmed enrollment with us by your local utility. Because this date is determined by your local utility, we are not able to commit to a specific start date for your service. If you are a current customer renewing with Think Energy, your new fixed-rate will take effect on the first meter read date following the date your new renewal is processed by Think Energy or at the end of your current fixed-rate term, whichever is later. Upon completion of the fixed-rate term, if you fail to take action, the term will continue on a month-to-month basis based on monthly meter read cycles (referred to as "rollover service") with no change to these terms of service, except the Price will be a monthly variable rate described in the following paragraph. When receiving rollover service, you may cancel this agreement at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.

Price. During the fixed-rate term you will pay the fixed-rate price per kWh of electricity consumed. If you are on rollover service, the price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. Taxes and Utility Related Charges are not included in the Price and will be passed through to you. "Utility Related Charges" means distribution charges and related charges from your local utility. "Taxes" means any and all taxes and fees imposed on the purchase and sale of electricity by any governmental authority.

Switching. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility.

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

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

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

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

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

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

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

AND REMEDIES ARE WAIVED.

Miscellaneous. Notices, correspondence, and address changes must be in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). Each of you and Think Energy will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party. No waiver by you or Think Energy of any one or more defaults by the other party in the performance of any of the provisions of this agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any provision or section of this agreement declared or rendered unlawful by a court of law or regulatory agency with applicable jurisdiction or deemed unlawful because of a statutory change, will not affect the lawful obligations under this agreement. All indemnity obligations will survive cancellation of this agreement. ALL MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW HAMPSHIRE, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein, Think Energy and its successors and assigns make NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities you undertake, pursuant to this agreement. We are solely a counterparty in all transactions with you under this or any other agreement and we have no duty to advise you or exercise judgment on your behalf as to the merits or suitability of any transactions that we propose to enter into with you.

Assignment. You may not assign this agreement or any of your rights or obligations under this agreement without the prior written consent of Think Energy. We may, without your consent (a) transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds, (b) assign this Agreement to an affiliate of Think Energy or to any other person or entity succeeding to all or a substantial portion of our assets, and/or (c) assign this agreement to a certified electric supplier or affiliated entity. Any assignment in violation of this paragraph is void. After our assignment of this agreement, we will have no further obligations under this agreement.

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

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

Dispute Resolution. Contact Think Energy Customer Care via mail, facsimile, email, or telephone at (866)252-0078 with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your local utility: consumption history, billing determinants, local utility account number, credit information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Think Energy in accordance with applicable law to determine whether we will commence and/or continue to provide electricity supply service to you and will not be disclosed to a third party unless required by law. Visit <https://www.donotcall.gov/> to add your contact information to the national do not call registry. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to cancel this contract. A copy of Think Energy's privacy policy can be found at www.mythinkenergy.com/privacy-policy.

**NEW HAMPSHIRE ELECTRICITY SUPPLIER
SMALL COMMERCIAL CONTRACT SUMMARY**
[Plan Name]

GDF SUEZ



| | |
|---|---|
| Electricity Supplier Information: | GDF SUEZ Retail Energy Solutions, LLC d/b/a "Think Energy" PO Box 25225, Lehigh Valley, PA 18002 Website: www.mythinkenergy.com NH License #[LICENSE] Toll-free Telephone Number: (866)252-0078 Facsimile Number: (800)627-8813 Email Address: customercare@mythinkenergy.com |
| Price Structure: | Fixed Rate Product – You will pay a fixed rate of [Rate] per kWh for electricity supply, which will remain the same at all usage levels. Applicable state and local sales taxes, transmission and distribution charges and other utility charges such as the system benefits charge and the stranded cost recovery charge are not included in the contract price. |
| Fixed Rate Term/Length: | Think Energy will begin supplying your electricity on the date of your first meter read following your confirmed enrollment with us, which is set by your Local Utility Company, and will continue for [Term] monthly billing cycles. |
| Cancellation/Early Termination Fees: | Cancellation Fee is equal to \$50 for each month remaining in the fixed-rate term. Cancellation Fee does not apply if your business closes or you move to another location. |
| Renewal Terms: | At the end of the fixed-rate term, if you do not renew with another Think Energy product, switch to another electricity supplier, or switch your service to default service with your Local Utility Company, your service will continue on a month-to-month basis with Think Energy based on monthly billing cycles (referred to as "rollover service") with no change to the terms of service, except the Price will be a monthly variable rate set by Think Energy that reflects the market rate of electricity supply plus Think Energy costs and margin. When receiving rollover service, you may switch your service at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term. |
| Local Utility Company Information: | [UTILITY NAME] [UTILITY 800 NUMBER] Your Local Utility Company is responsible for billing Distribution Charges. In the event of an emergency, such as a power failure or a downed power line, you should call your Local Utility Company. You have the right to receive basic default service from your Local Utility Company instead of an electricity supplier. |
| Right to Cancel: | You may cancel this agreement within three (3) federal business days following receipt of this agreement (five (5) business days from postmarked date if agreement is sent via mail) by contacting Customer Care by telephone or email. |
| Energy Assistance Programs: | For Energy Assistance such as LIHEAP (Low Income Home Energy Assistance Program) call your local utility. |



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

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

Term. Service will begin on the date of your first meter read following your confirmed enrollment with us by your local utility. Because this date is determined by your local utility, we are not able to commit to a specific start date for your service. If you are a current customer renewing with Think Energy, your new fixed-rate will take effect on the first meter read date following the date your new renewal is processed by Think Energy or at the end of your current fixed-rate term, whichever is later. Upon completion of the fixed-rate term, if you fail to take action, the term will continue on a month-to-month basis based on monthly meter read cycles (referred to as "rollover service") with no change to these terms of service, except the Price will be a monthly variable rate described in the following paragraph. When receiving rollover service, you may cancel this agreement at any time with no cancellation fee. We will notify you of your renewal options between 30 days and 60 days prior to the end of the fixed-rate term.

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

imposed on the purchase and sale of electricity by any governmental authority.

Switching. If you switch your electricity supplier, your local utility may apply a switching fee. If you return to your local utility after switching to an electricity supplier, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your local utility.

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

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

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

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

CANCELLATION BY THINK ENERGY; EARLY CANCELLATION FEE. Think Energy may cancel this agreement and switch your service to local utility default service upon ten (10) business days prior written notice in the event of any of the following:
(a) you fail to make any payment required under this

agreement; (b) any representation or warranty made by you in this agreement proves to have been false or misleading or ceases to remain true, or (c) you are deemed ineligible for consolidated billing, or you request dual billing from your local utility. If we cancel your agreement or you fail to utilize Think Energy as your sole supplier of electricity for your service location (by switching to another supplier or otherwise), then you will be responsible for the cancellation fee. This paragraph does not limit any right of setoff, combination of accounts, lien or other right which Think Energy may have or acquire (through operation of law, contract or otherwise).

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

Miscellaneous. Notices, correspondence, and address changes must be in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). Each of you and Think Energy will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party. No waiver by you or Think Energy of any one or more defaults by the other party in the performance of any of the provisions of this agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any provision or section of this agreement declared or rendered unlawful by a court of law or regulatory agency with applicable jurisdiction or deemed unlawful because of a statutory change, will not affect the lawful obligations under this agreement. All indemnity obligations will survive cancellation of this agreement. ALL MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW HAMPSHIRE, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein, Think Energy and its successors and assigns make NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities you undertake, pursuant to this agreement. We are solely a counterparty in all transactions with you under this or any other agreement and we have no duty to advise you or exercise judgment on your behalf as to the merits or suitability of any transactions that we propose to enter

into with you.

Assignment. You may not assign this agreement or any of your rights or obligations under this agreement without the prior written consent of Think Energy. We may, without your consent (a) transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds, (b) assign this Agreement to an affiliate of Think Energy or to any other person or entity succeeding to all or a substantial portion of our assets, and/or (c) assign this agreement to a certified electric supplier or affiliated entity. Any assignment in violation of this paragraph is void. After our assignment of this agreement, we will have no further obligations under this agreement.

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

Dispute Resolution. Contact Think Energy Customer Care via mail, facsimile, email, or telephone at (866)252-0078 with any complaints or disputes. In the event of an unresolved dispute or complaint, or for questions about your rights and responsibilities, you may contact the New Hampshire Public Utilities Commission for assistance at (800)852-3793 (toll-free), or via mail at 21 S. Fruit Street, Suite 10, Concord, NH 03301 (<http://www.puc.state.nh.us/>).

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your local utility: consumption history, billing determinants, local utility account number, credit information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Think Energy in accordance with applicable law to determine whether we will commence and/or continue to provide electricity supply service to you and will not be disclosed to a third party unless required by law. Visit <https://www.donotcall.gov/> to add your contact information to the national do not call registry. Your

acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to cancel this contract. A copy of Think Energy's privacy policy can be found at www.mythinkenergy.com/privacy-policy.



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
[Pursuant to NH Code Admin R. Ann. PUC 2006.01]

ATTACHMENTS 6

LOCAL DISTRIBUTION COMPANY STATEMENTS

*Liberty Utilities (Granite State Electric) Corp.
Completion of EDI Testing*

*New Hampshire Electric Cooperative
Test Acceptance Form*

*Unitil Energy Systems
EDI Certification*

*Public Service Company of NH d/b/a Eversource Energy
Certificate of Completion for NH EDI Connectivity & Certification Testing
& NH Supplier Training*



Liberty UtilitiesSM

COMPLETION OF EDI TESTING

This is to certify that on September 29th, 2015
GDF SUEZ Retail Energy Solutions, LLC (dba Think Energy)
completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d).

Deborah M. Gilbertson, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053



579 Tenney Mountain Highway
Plymouth, NH 03264-3154
www.nhec.coop
603-536-1800 / 800-698-2007



Test Acceptance Form November 17, 2015

The undersigned agree that GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC (Think Energy) and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "LDC" option on November 16, 2015.

Subject to continuation of bilateral agreements between Think Energy and NHEC, completion of the load asset registration process with ISO-New England, and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, Think Energy may submit customer enrollment transactions electronically to NHEC upon NHEC acceptance of billing rates no less than ten (10) business days prior to Member enrollment or Member's next billing date for any such rate. Supplier rates and pricing options must conform to the rate structure in use by the Cooperative for each specific rate class and be supported by meters in place.

Competitive Supplier Company: GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC (Think Energy)

Competitive Supplier Business Contact Signature: John C. [Signature]

RAV Date of Test Acceptance: 11/12/15

Competitive Supplier Technical Contact Signature: [Signature]

RAV Date of Test Acceptance: 11/19/15

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: William Bayard [Signature]

Date of Test Acceptance: 11/17/2015

Distribution Company Technical Contact Signature: Maria Patten [Signature]

Date of Test Acceptance: 11/17/2015



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: GDF Suez Retail Energy Solutions dba Think Energy
Represented by: Brett Goldman

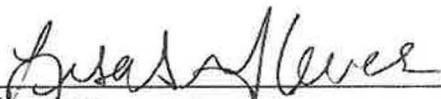
Issued by: Unitil Energy Systems
Represented by: Lisa S. Glover, Energy Analyst

Date: 11/16/15

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Think Energy. As of 11/12/15, Unitil Energy Systems does hereby declare Think Energy as a certified EDI trading partner capable of exchanging the following transactions:

| | |
|-----|----------------------------|
| 810 | Invoice |
| 814 | Change |
| 814 | Drop |
| 814 | Enrollment |
| 814 | Historical Usage Request |
| 820 | Payment Notification |
| 867 | Historical Usage |
| 867 | Monthly Usage |
| 997 | Functional Acknowledgement |

Think Energy has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Think Energy has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.


Signature
11/16/15
Date

Lisa S. Glover
Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_SupplierServices@unitil.com

Date 11/19/15

Think Energy
1990 Post Oak Blvd.
Suite 1900
Houston, TX 77056

Dear Grant,

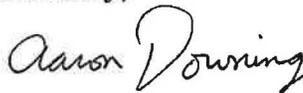
Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our Public Service Company of New Hampshire (d/b/a Eversource Energy) customers.

Eversource and Think Energy have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Think Energy is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with Eversource customers.

Thanks once again Grant for your interest and I look forward to working with you in the future.

Sincerely,



Aaron Downing
Eversource Supplier Services

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

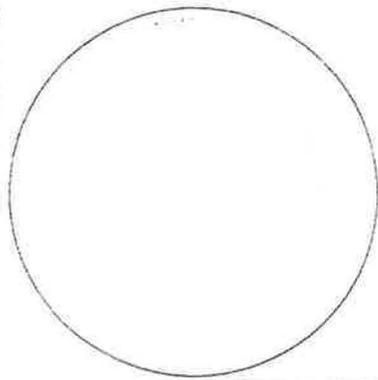
Certificate of Completion

is hereby granted to:

Think Energy

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing



Granted: 11/19/15

Aaron Downing

Aaron Downing
Eversource Supplier Services

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

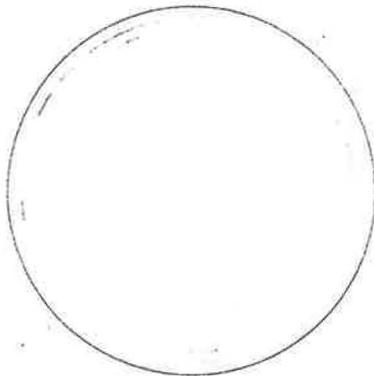
Certificate of Completion

is hereby granted to:

Think Energy

to certify that they have completed to satisfaction

NH Supplier Training



Granted: 09/23/15

Aaron Downing

*Aaron Downing
Eversource Supplier Services*



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 7

Utility Statements

***Liberty Utilities (Granite State Electric) Corp.
Completion of EDI Testing***

***New Hampshire Electric Cooperative
Test Acceptance Form***

***Unitil Energy Systems
EDI Certification***

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Certificate of Completion for NH EDI Connectivity & Certification Testing
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Liberty UtilitiesSM

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completed all of the requirements of New Hampshire
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Deborah M. Gilbertson, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053



579 Tenney Mountain Highway
Plymouth, NH 03264-3154
www.nhec.coop
603-536-1800 / 800-698-2007



Test Acceptance Form

November 17, 2015

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Competitive Supplier Business Contact Signature: John C. [Signature]

PAT Date of Test Acceptance: 11/12/15

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Distribution Company: New Hampshire Electric Cooperative Inc.

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Date of Test Acceptance: 11/17/2015

Distribution Company Technical Contact Signature: Maria Patten

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Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: GDF Suez Retail Energy Solutions dba Think Energy
Represented by: Brett Goldman

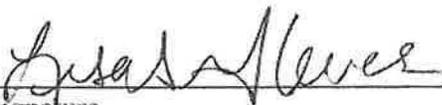
Issued by: Unitil Energy Systems
Represented by: Lisa S. Glover, Energy Analyst

Date: 11/16/15

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| 867 | Historical Usage |
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| 997 | Functional Acknowledgement |

Think Energy has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Think Energy has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.



Signature
11/16/15

Date

Lisa S. Glover
Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_SupplierServices@unitil.com

Date 11/19/15

Think Energy
1990 Post Oak Blvd.
Suite 1900
Houston, TX 77056

Dear Grant,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our Public Service Company of New Hampshire (d/b/a Eversource Energy) customers.

Eversource and Think Energy have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

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Thanks once again Grant for your interest and I look forward to working with you in the future.

Sincerely,



Aaron Downing
Eversource Supplier Services

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

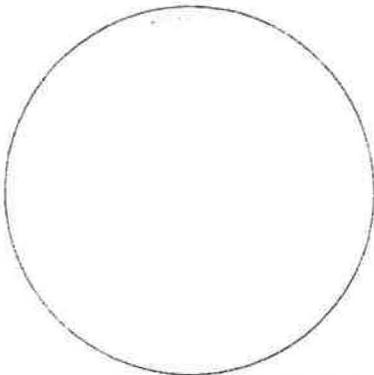
Certificate of Completion

is hereby granted to:

Think Energy

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing



Granted: 11/19/15

Aaron Downing

Aaron Downing
Eversource Supplier Services

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy**

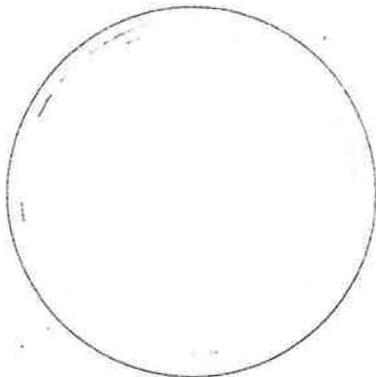
Certificate of Completion

is hereby granted to:

Think Energy

to certify that they have completed to satisfaction

NH Supplier Training



Granted: 09/23/15

Aaron Downing

*Aaron Downing
Eversource Supplier Services*



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 8

**MASTER SUPPLY AGREEMENT
BETWEEN THINK ENERGY & GDF SUEZ ENERGY MARKETING NA, INC.**

MASTER SUPPLY AGREEMENT

BETWEEN

GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC

AND

GDF SUEZ ENERGY MARKETING NA, INC.

JUNE 2011

MASTER SUPPLY AGREEMENT

THIS MASTER SUPPLY AGREEMENT ("Agreement"), is made and entered into as of June 6, 2011 ("Effective Date"), by and between GDF Suez Energy Marketing NA, Inc., hereinafter referred to as "Seller" and GDF Suez Retail Energy Solutions, LLC, hereinafter referred to as "Buyer" (each hereinafter referred to individually as "Party" and collectively as "Parties").

WITNESSETH:

WHEREAS, Buyer is going to engage in the sale of retail electricity to small commercial and residential customers and requires physical energy for its load obligations in various ISO territories;

WHEREAS, Seller is engaged in physical and financial transactions, including but not limited to the purchase and sale of electricity, capacity and ancillary services through enabling agreements with various counterparties, and is a qualified participant in the various ISO territories;

WHEREAS, Buyer desires to purchase firm, bundled load-following energy and services to meet Buyer's load service obligations and Seller desires to sell such requirements service on a bundled firm and continuous basis; and

NOW, THEREFORE, and in consideration of the foregoing, and of the mutual promises, covenants, and conditions set forth herein, and other good and valuable consideration, the Parties hereto, intending to be legally bound by the terms and conditions set forth in this Agreement, hereby agree as follows:

ARTICLE 1 DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions shall apply hereunder:

"Affiliate" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Ancillary Services" shall have the meaning ascribed thereto in each of the ISO tariffs or operating agreements.

"Bankrupt" means, with respect to any entity, such entity: (i) voluntarily files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding

or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it by its creditors and such petition is not dismissed within sixty (60) calendar days of the filing or commencement; (ii) makes an assignment or any general arrangement for the benefit of creditors; (iii) otherwise becomes insolvent, however evidenced; (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (v) is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday or a day that each ISO declares to be a holiday, as posted on the ISO website. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time (“EPT”).

“Buyer’s Load” means the consumed quantity reported (by market-established interval period) to the ISO by each of the Transmitting Utilities where Buyer has retail customers, both estimated and final quantities.

“Buyer’s Load Forecast” means the quantity of bundled Full Requirements Service, by ISO, estimated to be needed by Buyer in real time.

“Capacity” means any measurement of the capacity obligation of a Load Serving Entity as may be employed in each ISO.

“Delivery Points” means the various zone(s) and/or locations in an ISO territory where supply is delivered to the local utility city gate to meet Buyer’s load obligations on any applicable utility and where the Full Requirements will be settled under ISO rules.

“Eastern Prevailing Time” or “EPT” means Eastern Standard Time or Eastern Daylight Savings Time, whichever is in effect on any particular date.

“Energy” means three-phase, 60-cycle alternating current electric energy, expressed in units of kilowatt-hours or megawatt-hours.

“Equitable Defenses” means any bankruptcy, insolvency, reorganization and other laws affecting creditors’ rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.

“FERC” means the Federal Energy Regulatory Commission or its successor.

“Force Majeure” “Force Majeure” means an event or circumstance which prevents one party from performing its obligations under one or more transactions, such riot or revolutions, demands or embargoes of the United States Government, fire, flood, drought, insurrection, acts of God which are not within the reasonable control of, or the result of the negligence of the affected party and which, by the exercise of due diligence, the Party is unable to mitigate or avoid or cause to be avoided. Notwithstanding the foregoing, under no circumstance shall an event of Force Majeure be based on: (i) the loss or failure

of Seller's supply; (ii) Seller's ability to sell the Full Requirements Service at a price greater than that received under any Transaction; (iii) curtailment by a Transmitting Utility; (iv) Buyer's ability to purchase the Full Requirements Service at a price lower than paid under any Transaction; or (v) Labor stoppage or lockout.

"Full Requirements Service" means all bundled Energy, Ancillary Services, Transmission and Capacity (and any other ISO requirements not otherwise self provided by Buyer) required to meet Buyer's Load in each ISO.

"Governmental Authority" means any federal, state, local, municipal or other governmental entity, authority or agency, department, board, court, tribunal, regulatory commission, or other body, whether legislative, judicial or executive, together or individually, exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power over a Party or this Agreement.

"Imbalance Price" means the applicable real time locational marginal price (LMP), or successor thereto, published for the zone and time interval(s) where an Imbalance Quantity exists in any ISO.

"Imbalance Quantity" means, as to each ISO, the net amount of Full Requirements Service provided by Seller in any settlement period that deviates from Buyer's Load Forecast.

"ISO" means the ISO-NE, NYISO, PJM, and MISO.

"ISO Agreements" means each ISO OATT, participation agreement, and any other applicable ISO manuals, rules or documents, or any successor, superseding or amended versions that may take effect from time to time.

"ISO-NE" means the New England Independent System Operator organization established in accordance with the NEPOOL Agreement.

"ISO Settlement Date" means the date on which payments are due to the ISO for services provided in accordance with the ISO tariffs and agreements.

"ISO Tariff" means the Open Access Transmission Tariff of each ISO that may be in effect from time to time.

"kWh" means one kilowatt of electric power over a period of one hour.

"Load Serving Entity" or "LSE" shall be Buyer.

"MISO" means the Midwest Independent System Operator organization.

“MWh” means one megawatt of electric power used over a period of one hour which shall be rounded in a manner consistent with ISO standards. The current rounding standards are to the nearest one-thousandth of a megawatt hour.

“Non-Defaulting Party” means the Party not responsible for an Event of Default, as set forth in Article 12.

“NYISO” means the New York Independent System Operator organization.

“Off-Peak Estimated Quantities” means, for each day of the term, the amount of supply estimated by Buyer to meet its load obligation during off-peak hours.

“On-Peak Estimated Quantities” means, for each day of the term, the amount of supply estimated by Buyer to meet its load obligation during On-Peak hours.

“PJM” means the PJM Interconnection, LLC organization or any successor organization thereto.

“Settlement Amount” means with respect to any week during the term, the sum of: (i) the product of the applicable Settlement Price and Settlement Load; and (ii) product of any Imbalance Quantities and the applicable Imbalance Price, and (iii) any other adjustments as set forth in this Agreement.

“Settlement Price” means the weighted average price for bundled Settlement Load for the applicable product and period as published by the ISO.

“Settlement Date” means the date(s) used for settlement pursuant to each ISO agreement.

“Settlement Load” means the estimated and final amount of Buyer’s Load as determined by the ISO.

“Transmission” means the amount of transmission or transmission attributes necessary in each ISO to serve Buyer’s Load.

“Transmitting Utility(ies)” means the utility or utilities and their respective control area operators and their successors, transmitting Full Requirements Service to Buyer’s retail customers.

ARTICLE 2

TERMS AND CONDITIONS OF FULL REQUIREMENTS SERVICE

- 2.1 Seller’s Obligation to Provide Service. With respect to Buyer’s load obligations in each ISO, Seller shall provide Full Requirements Service on a firm and continuous basis. Seller acknowledges that the volume of Full Requirements Service may fluctuate from day to day.

- 2.2 Buyer's Obligation to Take Service. Buyer shall accept Full Requirements Service as provided by Seller in each ISO, and shall pay Seller the Settlement Amount for such Full Requirements Service on the applicable Settlement Date.
- 2.3 Ancillary Services, Capacity, Transmission Service and Distribution Service. Buyer shall be responsible for the provision of Transmission Service, Capacity and Ancillary Services and any other requirements of the ISOs not otherwise agreed to be provided by Seller. Buyer shall be exclusively responsible for any utility distribution service necessary, to serve Buyer's load.
- 2.4 Title Transfer. Seller shall transfer title, possession and risk of loss with respect to liability of Full Requirements Service scheduled and received or delivered hereunder at the Delivery Point(s). Seller warrants that it has good title to the Full Requirements Service sold and delivered hereunder and that it has the right to sell such Full Requirements Service. As between Buyer and Seller only, Buyer shall at all times take title to, possession of, and risk of loss with respect to liability for Full Requirements Service scheduled and received or delivered hereunder at the downstream side of the Delivery Point(s) where ISO jurisdiction has ceased and local utility distribution services have begun. Notwithstanding the foregoing, nothing contained in this Agreement is intended to create or increase liability of Seller to any third party beyond such liability, if any, that would otherwise exist under applicable law if any other purchaser had taken title.
- 2.5 Sales for Resale. All Full Requirements Service provided by Seller to Buyer shall be sales for resale, with Buyer reselling to its customers within the ISO territory.

ARTICLE 3
SCHEDULING AND FORECASTING

- 3.1 Load Forecasting. Buyer will provide Seller a Buyer's Load Forecast for the purpose of estimating Seller's Full Requirements Service obligation to Buyer, including but not limited to all Off-Peak Estimated Quantities and On-Peak Estimated Quantities by load zone.
- 3.2 Scheduling. Seller shall meet the Full Requirements Service pursuant to the terms and conditions of the ISO tariffs. Any amount of Buyer's Load Forecast that deviates from Buyer's Load shall be for the account of Seller to liquidate or dispose of as an Imbalance Quantity.
- 3.3 Imbalances. Any Imbalance Quantity in an ISO shall be for Seller's account with the ISO, and Buyer shall reimburse Seller or be credited by Seller, the result of the liquidation of excess supply at the Imbalance Price as published by the applicable ISO.

ARTICLE 4
SPECIAL TERMS AND CONDITIONS

- 4.1 ISO Sub Accounts. Buyer and Seller shall cooperate to establish any accounts necessary for Seller to provide Full Requirements Service and minimize the administrative burden of settlement to the extent possible.
- 4.2 ISO Membership. For the period of time that this Agreement is in effect Seller shall be (i) a member in good standing of each ISO; (ii) qualified to purchase day-ahead supply in each ISO market territory pursuant to the ISO agreements and tariffs; and, (iii) treated as the load serving entity to the extent necessary for settlement purposes so that the Full Requirement supply is linked to Buyer's load obligation. For the period of time that this Agreement is in effect, Buyer shall be a member in good standing of each ISO for purposes of serving retail load within the ISO territory.
- 4.3 Transfer of Authority. For the period of time that this Agreement is in effect, both Buyer and Seller shall have executed the necessary documents in each ISO so that Buyer's real-time load obligations are met by the sale of Full Requirement service from Seller. This transfer shall include, where appropriate and/or required, the assignment of ownership or responsibility attributes for the load served by Buyer. No such transfer shall be for any purpose other than to effectuate the transfer so that Buyer is no longer acquiring energy from the ISO or in a position to sell energy or have any imbalance financially settled with the ISO to create the appearance of a sale of energy to the ISO or any other party. All such documents entered into to accomplish this transition are attached hereto at **Exhibit A**.
- 4.4 FERC Authorization. For the period of time that this Agreement is in effect, Seller shall have FERC authorization to make sales of energy at market based rates within each ISO.
- 4.5 Credit Requirements. Buyer and Seller acknowledge that as a result of the transactions set forth in this Agreement, Seller will be required to post performance assurance to each ISO. Buyer and Seller agree to cooperate to the extent necessary to account for such postings in the normal course as Buyer would account for such credit requirements before the effective date of this Agreement.

ARTICLE 5
TERM AND SURVIVAL

- 5.1 Term. Unless otherwise agreed upon by Buyer and Seller, this Agreement shall continue in full force and effect from the Effective Date until this Agreement has been terminated as provided for herein or by the result of an uncured Event of Default.
- 5.2 Survival. All provisions of this Agreement which must, in order to give full force and effect to the rights and obligations of the Parties hereto, survive termination or expiration of this Agreement, shall so survive, including, without limitation, Articles 9, 10, 12, and 13.

ARTICLE 6
DELIVERED QUANTITIES

- 6.1 Settlement Load. The amount of Settlement Load with respect to any period during the term shall be determined in terms of megawatt-hours ("MWh") of Energy. The MWh of Energy shall be equivalent to the amount of Energy reported as the Buyer's load obligation to the ISO and shall include any losses as necessary. The MWh of Energy shall be adjusted for any subsequent meter corrections or reconciliations reported to the ISO, or as a result of any subsequent retail load settlement process. The MWh of Energy may also include any reduction in load as a result of the participation by Buyer's load in any ISO or utility demand response program.

ARTICLE 7
BILLING AND SETTLEMENT

- 7.1 Billing. Unless otherwise agreed to by the Parties, Seller and Buyer shall use the estimated data received from the ISO to produce a statement ("Invoice" currently sent weekly) that sets forth the total amount due for the previous period, based on a weighted average price for all bundled service products. Where Seller has a separate ISO subaccount to identify Buyer's Full Requirements Service as billed by the ISO, Seller may provide the ISO statement as the Invoice. Where Buyer's Full Requirements Service is commingled with other Seller ISO accounts the Invoice shall detail each of the following:
- (a) Settlement Load
 - (b) Settlement Price
 - (c) Settlement Amount
 - (d) Settlement Date
 - (e) Billing adjustments from imbalance reconciliations and any other adjustments

or reconciliations from the ISO

- 7.2 Buyer and Seller shall direct each ISO to invoice Seller for charges and credits relating to Seller's obligations under this Agreement. Buyer and Seller agree that the ISO invoice/statement may change from time to time and that Invoice identified by the ISO as final (the "Final Invoice") shall reflect the amount of Full Requirements Service that shall be provided and reconciled between Buyer and Seller.
- 7.3 Payments of the Invoice. On the Settlement Date, Buyer will transfer to Seller, or Seller will transfer to the Buyer, as the case may be, the amount due from the applicable Invoice or a Final Invoice. Payment of Invoices shall not relieve the paying Party from any other responsibilities or obligations it has under this Agreement (other than the obligation to make such payment), nor shall such payment constitute a waiver of any claims arising hereunder.
- 7.4 Settlements and Adjustments of Invoices. Buyer or Seller may, in good faith and based on final reconciliation from the ISO, seek to adjust a prior Invoice to correct any errors or reconciliation. If requested in writing, a written explanation of the basis for the adjustment shall be provided.
- 7.5 Interest on Unpaid Balances. Interest on delinquent amounts, other than amounts in good faith dispute, shall be calculated at the Interest Rate from the original due date to the date of payment.
- 7.6 Netting of Payments. Buyer and Seller shall discharge mutual debts and payment obligations due and owing to each other under this Agreement, as of the Settlement Date, such that all amounts owed by each Party to the other Party shall be reflected in a single amount due to be paid by the Party who owes it and received by the other Party, provided that the calculation of the net amount shall not include any disputed amounts being withheld.

ARTICLE 8 TAXES

- 8.1 Cooperation. Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize taxes, so long as neither Party is materially adversely affected by such efforts.
- 8.2 Taxes. As between the Buyer and Seller, Buyer is responsible for the payment of all taxes imposed by any Governmental Authority on the purchase of Full Requirements Service under this Agreement. Any Party paying taxes that should have been paid by the other Party shall be reimbursed by such other Party in the next Invoice.

ARTICLE 9
LIMITATIONS ON LIABILITY

- 9.1 Limitation of Remedies, Liability and Damages. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO COSTS AND DIRECT DAMAGES AS DEFINED IN THIS AGREEMENT, SUCH COSTS AND DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 10
FORCE MAJEURE

- 10.1 Force Majeure means an event or circumstance as defined in Article 1. Notwithstanding anything in this Agreement to the contrary, the Parties shall be excused from performing their respective obligations under this Agreement (other than the obligation to make payments with respect to performance prior to the

event of Force Majeure) and shall not be liable for damages or otherwise due to their failure to perform, during any period that one Party is unable to perform due to an event of Force Majeure, provided that the Party declaring an event of Force Majeure shall: (i) act expeditiously to resume performance; (ii) exercise all commercially reasonable efforts to mitigate or limit damages to the other Party; and (iii) fulfills the requirements set forth in Section 11.2 (Notification).

- 10.2 Notification. A Party unable to perform under this Agreement due to an event of Force Majeure shall: (i) provide prompt written notice of such event of Force Majeure to the other Party, which shall include an estimate of the expected duration of the Party's inability to perform due to the event of Force Majeure; and (ii) provide prompt notice to the other Party when performance resumes.

ARTICLE 11 **LAWS AND REGULATIONS**

- 11.1 This Agreement and all rights, obligations, and performances of the Parties hereunder, are subject to all applicable federal and state laws, and to all duly promulgated orders and other duly authorized action of governmental authorities having jurisdiction hereof.

ARTICLE 12 **REPRESENTATIONS AND WARRANTIES**

- 12.1 Representations and Warranties. On the Effective Date and throughout the term of this Agreement, each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (d) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any equitable defenses; (e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it becoming Bankrupt; (f) there are no pending, or to its knowledge threatened, actions, suits or proceedings against it or any of its Affiliates any legal proceedings before any Governmental Authority that could materially adversely affect its ability to perform its obligations under this Agreement; (g) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement; (h) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to provide or take delivery of the Full Requirements

Service.

- 12.2 Additional Understandings. This Agreement is for the purchase and sale of Full Requirements Service that will be delivered in quantities expected to be used over a defined period(s) in the normal course of business, and it is the intention at the inception and throughout the term of this Agreement hereunder that the Agreement will result in physical delivery and not financial settlement, and the quantity of Full Requirements Service that Seller must deliver and Buyer must receive will be determined by the requirements of Buyer's Load, and, as such, the Agreement does not provide for an option by either Party with respect to the quantity of Full Requirements Service to be delivered or received during performance of the Agreement.

ARTICLE 13 **MISCELLANEOUS**

- 13.1 Notices. Unless otherwise specified herein, all notices shall be in writing and delivered by hand, overnight or facsimile (provided a copy is also sent by overnight mail). Notice shall be effective on the next Business Day after it is sent. A Party may change its address by providing notice of the same in accordance with this Section 16.1. Notice information for Buyer and Seller is shown on Exhibit G.
- 13.2 General. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement. This Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Agreement or any Transaction. Any provision declared or rendered unlawful will not otherwise affect the remaining lawful obligations that arise under this Agreement or any Transaction; provided that in such event the Parties shall use commercially reasonable efforts to amend this Agreement or any Transaction in order to give effect to the original intention of the Parties.
- 13.3 Rules of Interpretation. The following principles shall be observed in the interpretation and construction of this Agreement:
- (a) unless otherwise stated, the terms "include" and "including" when used in this Agreement shall be interpreted to mean by way of example only and shall not be considered limiting in any way;
 - (b) all titles and headings used herein are for convenience and reference purposes only, do not constitute a part of this Agreement and shall be ignored in construing or interpreting the obligations of the parties under this Agreement;
 - (c) references to the singular include the plural and vice versa;

(d) references to Articles, Sections, Clauses and the Preamble are, unless the context indicates otherwise, references to Articles, Sections, Clauses and the Preamble of this Agreement; and

(e) in carrying out its rights, obligations and duties under this Agreement, each Party shall have an obligation of good faith and fair dealing.

- 13.4 Confidentiality. (a) Each Party shall hold in confidence and not release or disclose any document or information furnished by the other Party in connection with this Agreement, unless: (i) compelled to disclose such document or information by judicial, regulatory or administrative process or other provision of law; (ii) such document or information is generally available to the public; (iii) such document or information was available to the receiving Party on a non-confidential basis; or (iv) such document or information was available to the receiving Party on a non-confidential basis from a third-party, providing that the receiving Party does not know, and by reasonable effort, could not know that such third-party is prohibited from transmitting the document or information to the receiving Party by a contractual, legal or fiduciary obligation.
- (b) Notwithstanding any other provision of this Section 16.5, a Party may disclose it its employees, representative and agents all documents and information furnished by the other Party in connection with this Agreement, provided that such employees, representatives and agents have been advised of the confidentiality provisions of this Section 16.5, and further provided that in no event shall a document or information be disclosed in violation of the standard of conduct requirements established by FERC.
- (c) A Party receiving notice or otherwise concluding that any confidential document or information furnished by the other Party in connection with this Agreement is being sought under any provision of law, to the extent it is permitted to do so under any applicable law, shall: (i) promptly notify the other Party; and (ii) use reasonable efforts in cooperation with the other Party to seek confidential treatment of such confidential information.
- (d) Any independent auditor performing an audit on behalf of a Party pursuant to Section shall be required to execute a confidentiality agreement with the Party being audited. Such audit information shall be treated as confidential pursuant to this Section.
- (e) The Parties agree that monetary damages may be inadequate to compensate a Party for the other Party's breach of its obligations under this Section 16.5. Each Party accordingly agrees that the other Party shall be entitled to equitable relief, by way of injunction or otherwise, if the Party breaches or threatens to breach its obligations under this Section 16.5, which equitable relief shall be granted without bond or proof of damages, and the receiving Party shall not plead in defense that there would be an adequate remedy at law.

- 13.5 Successors. This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

- 13.6 Assignment/Change in Corporate Identity. Neither Party shall assign this Agreement, its rights or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder):
- (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements;
 - (b) transfer or assign this Agreement to an affiliate of such Party if: (i) such affiliates creditworthiness is equal to or higher than that of such Party; or (ii) in such event, the Transferee should assume all obligations pursuant to this Agreement and shall provide appropriate performance assurances as required by this Agreement;
 - (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose: (i) creditworthiness is equal to or higher than that of such Party; or (ii) in such event, the Transferee should assume all obligations pursuant to this Agreement and shall provide appropriate performance assurances as required by this Agreement; and
 - (d) provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.
- 13.7 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTITUTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
- 13.8 Jurisdiction and Venue. Except for matters jurisdictional to FERC or the appellate courts having jurisdiction over FERC matters, all disputes hereunder shall be resolved in the Federal or State courts of Texas and each Party hereby irrevocably submits to the in-personam jurisdiction of such courts. Each Party hereby waives its respective rights to any jury trial with respect to any litigation arising under or in connection with this Agreement.
- 13.9 Amendments. This Agreement shall not be amended, modified, terminated, discharged or supplemented, nor any provision hereof waived, unless mutually agreed, in writing, by the Parties.
- 13.10 ISO Agreement Modifications.
- (a) If the ISO Agreements are amended or modified so that any schedule or section references herein to such agreements is changed, such schedule or section references herein shall be deemed to automatically (and without any further action

by the Parties) refer to the new or successive schedule or section in the ISO Agreements which replaces that originally referred to in this Agreement.

(b) If the applicable provisions of the ISO Agreements referenced herein, or any other ISO rules relating to the implementation of this Agreement, are changed materially from those in effect on the Effective Date, both Parties shall cooperate to make conforming changes to this Agreement to fulfill the purposes of this Agreement.

- 13.11 Delay and Waiver. Except as otherwise provided in this Agreement, no delay or omission to exercise any right, power or remedy accruing to the respective Parties hereto upon any breach or default of any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Agreement, or any waiver of any provision or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.
- 13.12 Entire Agreement. This Agreement, including the Appendices, the tariffs and agreements referred to herein or therein, embody the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. It is expressly acknowledged and agreed that there are no restrictions, promises, representations, warranties, covenants or undertakings contained in any material provided or otherwise made available by the Seller or the Buyer to each other. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated hereby.
- 13.13 Consents and Approvals. The Parties shall cooperate so that each Party may take such actions as necessary and required for the other Party to effectuate and comply with this Agreement including to (i) promptly prepare and file all necessary documentation, (ii) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (iii) use all commercially reasonable efforts to obtain all necessary consents, approvals and authorizations of all other entities, in the case of each of the foregoing clauses (i), (ii) and (iii), necessary or advisable to consummate the transactions contemplated by this Agreement. The Buyer shall have the right to review and approve in advance all characterizations of the information relating to the transactions contemplated by this Agreement which appear in any filing, press release or public announcement made in connection with the transactions contemplated hereby.

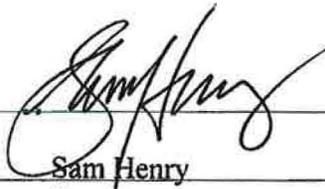
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first written above.

GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC.
"Buyer"

GDF SUEZ ENERGY MARKETING NA, INC.
"Seller"

JSX

By: 

By: 

TRC

Name: R. Wilson

Name: Sam Henry

Title: CEO.

Title: President and CEO



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 9

NEPOOL Second Restated Agreement



C. Duane Blinn
Secretary

ORIGINAL

FILED
OFFICE OF THE SECRETARY

97 JUN 12 AM 10:17

FEDERAL ENERGY
REGULATORY
COMMISSION

June 11, 1997

VIA OVERNIGHT COURIER

Ms. Lois D. Cashell
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

ER 97-3280-000

Re: NEPOOL FERC Docket No. ER97-___-000
NEPOOL Member Application - Tractebel Energy Marketing, Inc.

Dear Secretary Cashell:

Pursuant to Section 205 of the Federal Power Act and Part 35 of the Commission's Regulations, the New England Power Pool ("NEPOOL") Executive Committee hereby files an original and six copies of a signature page, executed by Tractebel Energy Marketing, Inc. ("Tractebel") of the NEW ENGLAND POWER POOL AGREEMENT, dated as of September 1, 1971, as amended ("NEPOOL Agreement"). This signature page, which is Attachment 1 to this letter, is submitted in order to expand NEPOOL membership to include Tractebel. The Executive Committee requests that service under the NEPOOL Agreement, as related to Tractebel, commence on or before July 1, 1997, or as soon thereafter as possible.

The NEPOOL Agreement was previously filed with the Federal Power Commission by those public utilities that are signatories thereto and are subject to the Commission's jurisdiction. It was designated as rate schedule NEPOOL FPC No. 2. Since its filing over 25 years ago, numerous amendments to the Agreement have been accepted for filing by the Commission.

Following approval of the thirty-second amendment, NEPOOL received numerous inquiries from power marketers and other entities seeking to become NEPOOL members. The Executive Committee has now approved membership applications from a number of power marketers, and the Commission has already accepted substantially similar filings to make 20 power marketers members of NEPOOL.¹

¹ See letter orders dated March 21, 1996 in Docket Nos. ER96-1173-000, ER96-1174-000 and ER96-1175-000; April 8, 1996 in Docket Nos. ER96-1244-000 and

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FERC-DOCKETED

JUN 12 1997

Ms. Lois D. Cashell
June 11, 1997
Page 3

Executive Committee submits that no party will be adversely affected by the waiver of the Commission's customary notice requirements in this situation.

Tractebel is a power marketer which has represented to NEPOOL that it participates in the bulk power market in New England. In an Order issued June 21, 1996², the Commission expressed concern regarding entities acting as power marketers in the Pool without having materials on file with the Commission accepting their power marketing activities. As indicated in its Request for Rehearing of the Order, NEPOOL is concerned about a requirement that NEPOOL investigate and confirm that each new applicant for membership in the Pool has met all regulatory requirements. We hope that the Commission will clarify that no such requirements will be imposed on NEPOOL. In support of the instant filing, however, NEPOOL has learned that Tractebel filed materials for engaging in power marketing activities and those materials were accepted by the Commission in Docket No. ER94-142-000.

To accommodate the power marketing status of Tractebel, its membership in the Pool has been made subject to the conditions and waivers described in a letter from NEPOOL dated April 10, 1997 and made a part of this filing as Attachment 2 to this letter. The particular form of conditions and waivers submitted with this filing is substantially similar to those filed with the Commission in similar filings made since August 21, 1996.³ The conditions and waivers have been modified slightly to reflect the Commission's acceptance of the thirty-third amendment to the NEPOOL Agreement which was filed at the end of 1996.⁴ Tractebel has represented to NEPOOL that it has no objection to the conditions and waivers and has indicated its acceptance by countersigning the letter from NEPOOL.

² Order Granting Waiver of Notice, Directing Modification, and Accepting and Suspending Filings (As Modified), 76 FERC ¶ 61,314 (June 21, 1996) (the "Order").

³ *See, e.g.*, application of AIG Trading Corporation, Docket No. ER96-2788-000.

⁴ Order Accepting for Filing and Suspending Proposed Pool-Wide and Single-System Holding Company Open Access Transmission Tariffs and Revised Tariffs, and Deferring Further Action, Docket Nos. OA97-163-000 *et al.* (February 28, 1997).

Ms. Lois D. Cashell

June 11, 1997

Page 5

Please acknowledge receipt of this filing by date stamping and returning the extra copy of this filing in the pre-addressed, postage prepaid envelope included with this package.

Respectfully submitted,

NEPOOL EXECUTIVE COMMITTEE

By: _____

C. Duane Blinn

C. Duane Blinn

Secretary

Day, Berry & Howard

CityPlace

Hartford, CT 06103-3499

(860) 275-0123

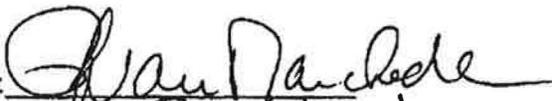
cc: Tractebel Energy Marketing, Inc.
All NEPOOL Participants
Connecticut Department of Public Utility Control
Maine Public Utilities Commission
Massachusetts Department of Public Utilities
New Hampshire Public Utilities Commission
Rhode Island Public Utilities Commission
Vermont Public Service Board

COUNTERPART SIGNATURE PAGE
TO THIRTY-THIRD AGREEMENT AMENDING
NEW ENGLAND POWER POOL AGREEMENT

DATED AS OF DECEMBER 1, 1996

The NEPOOL Agreement, being dated as of September 1, 1971, and being previously amended by thirty (30) amendments the most recent of which was dated as of September 1, 1995.

TRACTEBEL ENERGY MARKETING, INC.
(Participant)

By: 

Name: P. van Marcke

Title: President

Address: 1177 West Loop South

Houston, Texas 77027

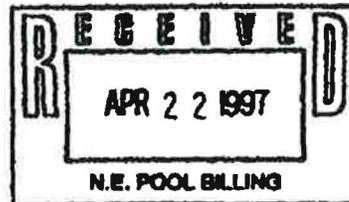
April 14, 1997



NEPLAN

April 10, 1997

Mr. Philippe van Marcke
President
Tractebel Energy Marketing Inc.
1177 West Loop South, Suite 800
Houston, Texas 77027



Re: Application for NEPOOL Membership

Dear Mr. Van Marcke:

Your application to become a Participant in NEPOOL was approved by the NEPOOL Executive Committee Membership Subcommittee (NECMS) at its April 7, 1997 meeting, subject to the understandings reflected in the attachment to this letter. The NEPOOL Executive Committee delegated the authority to the NECMS to approve applications such as yours provided the Applicants accept the understandings reflected in the attachment. Please confirm your acceptance of these understandings by signing the enclosed duplicate copy of this letter and returning it to me.

At the time your application was approved by the NEPOOL Executive Committee Membership Subcommittee, I was instructed to remind you of the following constraints which are common to all NEPOOL Participants that operate as a power marketer:

- (1) each Participant has the obligation under the Restated NEPOOL Agreement to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;
- (2) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Restated NEPOOL Agreement and any other agreement that NEPOOL or the ISO administers and to verify that satisfactory transmission arrangements have been made for each transaction;
- (3) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement these conditions and waivers;
- (4) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (5) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL, or which may be otherwise applicable to such participation;
- (6) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with Sections 3.4 and 19.2 of the Restated NEPOOL Agreement; and

**STANDARD MEMBERSHIP CONDITIONS, WAIVERS
AND REMINDERS FOR LOAD AGGREGATORS,
POWER MARKETERS, EWGs, QF OWNERS, IPPs AND BROKERS**

WHEREAS, an applicant for NEPOOL membership ("Applicant") may engage in business in New England in the NEPOOL control area as one or more of the following types of entities: a "load aggregator," which is considered for this purpose to be an entity that purchases at wholesale electric energy and capacity for resale to retail customers and resells such energy and capacity to retail customers in New England; a "power marketer," which is considered for this purpose to be an entity that purchases as a principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy and capacity to wholesale customers in New England; an "exempt wholesale generator" or "EWG," which is considered for this purpose to be an entity granted such status by the Federal Energy Regulatory Commission under the Public Utility Holding Company Act of 1935, as amended ("PUHCA"), pursuant to which it is required to be engaged "exclusively in the business of owning or operating, or both owning and operating, all or part of one or more eligible facilities and selling electric energy at wholesale"; an entity which owns a "qualifying facility" or "QF," which is considered for this purpose to be an entity within the meaning of the Public Utility Regulatory Policies Act of 1978 ("PURPA") or an "eligible facility" within the meaning of the PUHCA; an "independent power producer" or "IPP," which is considered for this purpose to be an entity other than an EWG or QF whose exclusive business is owning or owning and operating all or a part of one or more generating facilities and selling electric energy at wholesale or retail; and a "broker," which is considered for this purpose to be an entity that acts from time to time for purchasers or sellers in New England in arranging the purchase or sale at wholesale of electric energy and/or capacity.

WHEREAS, the NEPOOL Agreement as in effect on December 1, 1996 (the "Prior NEPOOL Agreement") was amended and restated by the Thirty-Third Agreement (the "Restated NEPOOL Agreement");

WHEREAS, the market provisions contained in Part Three of the Restated Agreement shall become effective on the Second Effective Date, as defined in the Restated Agreement;

WHEREAS, except for the market provisions of Part Three, the Restated Agreement shall become effective on the First Effective Date, as defined in the Restated Agreement;

WHEREAS, the system for effecting all Interchange Transactions on the basis of separate Bid Prices for each type of Entitlement shall take effect on the Third Effective Date, as defined in the Restated Agreement;

WHEREAS, the NEPOOL restructuring proposed to create the formation of a New England Independent System Operator ("ISO") that would administer the Restated Agreement and the Tariff;

Agreement, which restricts the ability of Participants to enter into certain short-term transactions, shall be waived to the extent required so that they apply only to activities related to electric energy and/or capacity purchased or sold within the NEPOOL control area or to Entitlements that are designated by a Participant for purposes of meeting its Capability Responsibility or energy obligations under the Prior NEPOOL Agreement. As of the Second Effective Date, this paragraph (c) shall cease to be in effect.

- (d) The provisions of Section 9.2 of the Prior Agreement and of Section 12.2 of the Restated NEPOOL Agreement, which define the Capability Responsibility of each Participant, shall be waived to the extent required so that Applicant is not assigned any New Unit Adjustment for any month that the Applicant's "P" (as defined by that Section) is zero and Applicant has not engaged in a system contract sale during the hour that the New Unit Adjustment is assigned for that month. This condition (d) will terminate once the New Unit Adjustment has been fully phased out in accordance with the provisions of the Restated Agreement.
- (e) In the event it is determined in an appeal or in an arbitration proceeding pursuant to the Restated NEPOOL Agreement, or by a court or regulatory agency, that any of the foregoing conditions is invalid for any reason, NEPOOL shall have the right to impose one or more valid reasonable conditions in place of the invalidated condition. Applicant shall be advised of any invalidated condition and shall be provided a draft of any replacement conditions before such conditions become effective. In accordance with the Restated NEPOOL Agreement, comments on such replacement conditions may be presented by Applicant to the NEPOOL Executive Committee or its designee for consideration.

The following additional understanding (f) applies only to Applicants while acting, now or in the future, as load aggregators, power marketers, EWGs, QF owners and/or IPPs in the NEPOOL control area:

- (f) Under the Restated NEPOOL Agreement, the provisions of Section 12.2 of the Prior NEPOOL Agreement remain in effect until the Second Effective Date. Therefore, until the Second Effective Date, the provisions of Section 12.2 of the Prior NEPOOL Agreement that would require Applicant to become a member of a satellite dispatching center shall be waived provided that Applicant does not have an Entitlement in, own and/or operate any generation or transmission facilities within the NEPOOL control area and provided further that Applicant has made arrangements with the satellite dispatching center to pay reasonable and quantifiable costs, if any, resulting from any use by Applicant of the services of the satellite dispatching center. As of the Second Effective Date, this paragraph (f) shall cease to be in effect.

information for the facility that NEPOOL determines is required to carry out its responsibility to administer the Firm Energy Contract entered into as of October 14, 1985 with Hydro-Quebec. Such information shall be provided on the same basis as other Participants provide information concerning their fossil fuel costs.

In notifying an Applicant that its application has been accepted subject to the stated understandings and requesting Applicant's written acceptance of the understandings, the Membership Subcommittee Chair, or appropriate NEPOOL Executive Committee ("NEC") designee, shall include in a letter to Applicant the following reminders (1) through (6), applicable to all Applicants:

- (1) each Participant has the obligation under the Restated NEPOOL Agreement to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;
- (2) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Restated NEPOOL Agreement and any other agreement that NEPOOL or the ISO administers and to verify that satisfactory transmission arrangements have been made for each transaction;
- (3) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement these conditions and waivers;
- (4) each Participant is obligated to conform to any future changes in NEPOOL requirements; and
- (5) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL, or which may be otherwise applicable to such participation.
- (6) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with Sections 3.4 and 19.2 of the Restated NEPOOL Agreement.

ATTACHMENT 3

LIST OF PARTICIPANTS RECEIVING FILING

David K. Foote
Vice President
Fitchburg Gas and Electric Light Company
216 Epping Road
Exeter, NH 03833-4575

Wayne Snow
Manager
Georgetown Municipal Light Dept.
Moulton & West Main Streets
Georgetown, MA 01833

John A. Tillinghast
President
Great Bay Power Company
100 Main Street, #201
Dover, NH 03820-3812

Roger H. Beeltje
Manager
Groton Electric Light Department
Station Avenue, P.O. Box 679
Groton, MA 01450

Joseph R. Spadea, Jr.
Manager
Hingham Municipal Lighting Plant
19 Elm Street
Hingham, MA 02043-2518

Edla Ann Bloom
Director of Electric Services
Holden Municipal Light Department
Reservoir Street
Holden, MA 01520

Richard L. Bailey
General Manager
Marblehead Municipal Light Department
80 Commercial Street, P.O. Box 369
Marblehead, MA 01945-0369

John L. Clark
General Manager
Houlton Water Company
21 Bangor Street, P.O. Box 726
Houlton, ME 04730

Horst Huehmer
Manager
Hudson Light and Power Department
49 Forest Avenue
Hudson, MA 01749

Roger Jackson
Manager
Hull Municipal Lighting Plant
15 Edgewater Road
Hull, MA 02045-2714

Donald R. Stone
Manager
Ipswich Municipal Light Department
272 High Street, P.O. Box 151
Ipswich, MA 01938-0151

Savas C. Danos
General Manager, Littleton Electric
Light Dept.
Littleton Electric Light & Water Dept.
P.O. Box 2406, 39 Ayer Road
Littleton, MA 01460-3406

John H. Larch
Director
Mansfield Municipal Electric Department
50 West Street
Mansfield, MA 02048-2404

David I. Sweetland
Manager
North Attleborough Electric Department
275 Landry Avenue, P.O. Box 790
North Attleborough, MA 02761-0790

G. Robert Merry
Manager
Rowley Municipal Lighting Plant
47 Summer Street
Rowley, MA 01969

Thomas R. Josie
General Manager
Shrewsbury Electric Light Plant
100 Maple Avenue
Shrewsbury, MA 01545-5398

Wayne D. Doerpholz
Manager
South Hadley Electric Light Dept.
85 Main Street
South Hadley, MA 01075-2706

John Kilgo, Jr.
Manager
Sterling Municipal Electric Light Dept.
50 Main Street
Sterling, MA 01564-2129

Joseph M. Blain
General Manager
Taunton Municipal Lighting Plant
55 Weir Street, P.O. Box 870
Taunton, MA 02780-0870

Gerald P. Skelton
Manager
Templeton Municipal Lighting Plant
School Street
Baldwinville, MA 01436

Ronald P. Belval
Assistant General Manager
City of Burlington Electric Department
585 Pine Street
Burlington, VT 05401-4864

Thomas B. Pierce
President
Rochester Electric Light & Power Company
Route 100
Rochester, VT 05767

James G. Daly
Senior Vice President
Unitil Service Corp.
216 Epping Road
Exeter, NH 03833-4575

Thomas N. Wies
Vermont Electric Power Company, Inc.
Pinnacle Ridge Avenue
RR1 Box 4077
Rutland, VT 05701

William J. Wallace
Manager
Wakefield Municipal Light Dept.
9 Albion Street, P.O. Box 190
Wakefield, MA 01880-0390

John Scirpoli
Manager
West Boylston Municipal Lighting Plant
4 Crescent Street
West Boylston, MA 01583-1310

Daniel Golubek
General Manager
Westfield Gas & Electric Light Dept.
100 Elm Street
Westfield, MA 01085-2907

William J. Deeham
Vice President of Rates and Economic Analysis
Central Vermont Public Service Corporation
77 Grove Street
Rutland, VT 05701-3400

Julia B. Fox
Clerk
Village of Jacksonville
P.O. Box 169, Rte. 100 South
Jacksonville, VT 05342-0169

Mr. Kenneth Phelps
Superintendent
Village of Johnson Electric Light Department
School Street, P.O. Box 68
Johnson, VT 05656-0068

Joseph Bongiovanni
General Manager
Washington Electric Cooperative, Inc.
Route 14, P.O. Box 8
East Montpelier, VT 05651-0008

Arnold H. Turner
Vice President, New England Power Company
and
Director of Transmission Marketing
New England Power Service Company
25 Research Drive
Westborough, MA 01582-0001

James P. Avery
Vice President, Electric
Citizens Utilities Company
High Ridge Park
Stamford, CT 06905

Sidney Cornell
Superintendent of Electric
Barton Village, Inc.
Main Street, P.O. Box D
Barton, VT 05822-1363

William C. Gleason
General Manager - Power Division
Vermont Marble Company - Div. of OMYA
61 Main Street
Proctor, VT 05765-1195

William K. Wasnak
Vice President
Indeck-Pepperell Power Associates, Inc.
212 Carnegie Center, Suite 206
Princeton, NJ 08540

Thomas F. Withka
President
KCS Power Marketing, Inc.
379 Thornall Street
Edison, NJ 08837

Gary A. Jeffries
Senior Attorney
CNG Power Services Corporation
One Park Ridge Center
P.O. Box 15746
Pittsburgh, PA 15244-0746

Richard S. Shapiro
Regulatory Director
ENRON Power Marketing, Inc.
1400 Smith Street
Houston, TX 77002-7361

Kenneth S. Stambler
Director, Power Marketing
Vitol Gas & Electric LLC
470 Atlantic Avenue
Boston, MA 02210-2208

Robert M. Beningson
President
North American Energy Conservation Inc.
280 Park Avenue - Suite 2700 West
New York, NY 10017

Philip Borrello
Power Trader
Phibro Inc.
500 Nyala Farms
Westport, CT 06880-6262

Mr. Peter C. Christensen
Strategic Energy, Ltd.
Two Gateway Center
Pittsburgh, PA 15222

Ms. Kathleen Cole
AGF, Inc.
816 Elm Street
Manchester, NH 03101

Mr. Harlan Murphy
Electric Clearinghouse, Inc.
13430 Northwest Freeway, Suite 1200
Houston, TX 77040-6095

Mr. John N. O'Brien
Wheeled Electric Power Company
50 Charles Lindbergh Blvd, Suite 400
Uniondale, NY 11553

Ms. Laura Scher
Chief Executive Officer
Working Assets Funding Service, Inc.
701 Montgomery Street, #400
San Francisco, CA 94111

Mr. Marc G. Mellman
Natural Resources Group
140 Broadway, 30th Floor
New York, NY 10005

Mr. Joseph A. Leto
Director of Power Marketing
Aquila Power Corporation
10700 East 350 Highway
Kansas City, MO 64138

Mr. Bruce I. Bleiweis
Northeast Regional Manager
PacifiCorp Power Marketing, Inc.
70 West Red Oak Lane
White Plains, NY 10604-3602

EnergyChoice, L.L.C.
1401 Chain Bridge Road, Suite 303
MacLean, VA 22101

Mr. Michael J. Armitage
President
Berkshire Power Development, Inc.
50 Rowes Wharf, Suite 400
Boston, MA 02110

Mr. Michael Lordi
Duke/Louis Dreyfus Energy Services (New
England) L.L.C.
10 Westport Road
Wilton, CT 06897

Mr. Matthew J. Picardi
Chief Counsel and Secretary
Plum Street Enterprises, Inc.
P. O. Box 5001
Syracuse, NY 13250-5001

Mr. Michael E. Martin
PSI Energy, Inc.
139 East Fourth Street
P. O. Box 960
Cincinnati, OH 45021

Mr. Ted Murphy
AIG Trading Corporation
One Greenwich Plaza
Greenwich, CT 06830

Ms. Sarah M. Barpoulis
Vice President
USGen Power Services, L.P.
7500 Old Georgetown Road
Bethesda, MD 20814

Mr. William Roberts
Vice President, Utility Contracting
Citizens Power Sales
160 Federal Street
Boston, MA 02110-1776

Ms. Debra J. Mathewson
QST Energy Trading, Inc.
300 Hamilton Blvd., Suite 330
Peoria, Illinois 61602

Mr. W. Frederick Baker
President
Oceanside Energy, Inc.
11 Stagecoach Road
Lebanon, NH 03766

FORM OF NOTICE

FEDERAL ENERGY REGULATORY COMMISSION

WASHINGTON, D.C. 20426

JUL 21 1997

To: New England Power Pool

Docket No. ER97-3280-000

Pursuant to authority delegated to the Director, Division of Rate Applications, under 18 C.F.R. 375.308, your submittal in the above referenced docket(s) is accepted for filing, subject to the refund or other conditions shown with the rate schedule designations on the Enclosure.

Under 18 C.F.R. 385.210, interventions are timely if made within the time prescribed by the Secretary. Under 18 C.F.R. 385.214, the filing of a timely motion to intervene makes the movant a party to the proceeding, if no answer in opposition is filed within fifteen days. The filing of a timely notice of intervention makes a State Commission a party to the proceeding.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed documents; nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against any of the applicant(s).

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. 385.713.

Sincerely,



Donald J. Gelinas, Director
Division of Rate Applications

970723-0505-1

21, CH



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 10

ISO-NE Market Participant Agreement

MARKET PARTICIPANT SERVICE AGREEMENT

This MARKET PARTICIPANT SERVICE AGREEMENT is dated this 1st day of February, 2005 and is entered into by and between:

~~Suez Energy Marketing~~ NA, Inc. having its registered and principal place of business located at 1990 Post Oak Blvd, Addison, TX 75001 (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 **Objectives.** The objectives of the ISO are (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.

The Parties agree that the preceding Objectives are consistent with the Federal Power Act and do not in and of themselves create independent causes of action.

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:

Suez Energy Marketing NA, Inc.
1990 Post Oak Blvd, Ste 1800
Houston, TX 77056
Jason N. Sweeney

Tel: 713.636.1477
Fax: 713.636.1894
jsweeney@suezenergyna.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.

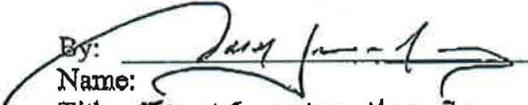
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

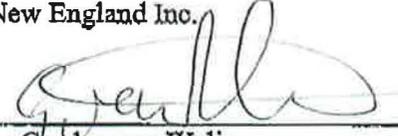
Market Participant:

The ISO:

Suez Energy Marketing NA, Inc.

ISO New England Inc.

By: 

By: 

Name: JASON SWEENEY, MGR REALTIME ENERGY
Date: 3/5/05
[for Munis: Town of _____,
acting by and through its Municipal Light
Department as it is a member of NEPOOL]

Name: Gordon van Welie
Trading Title: President and CEO
Date: February 1, 2005



**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

**COMPETITIVE ENERGY SUPPLIER REGISTRATION APPLICATION
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy**

ATTACHMENT 11

FINANCIAL SECURITY

Surety Bond No. 022052281 in the amount of \$100,000

LICENSE OR PERMIT BOND

BOND NO. 022052281

KNOW ALL MEN BY THESE PRESENTS, That we, **GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy** as Principal, and **Liberty Mutual Insurance Company**, a Massachusetts Corporation, and authorized to do business in New Hampshire, as Surety are held and firmly bound unto **Public Utilities Commission, State of New Hampshire** as Obligee, in the sum of **One Hundred Thousand and No/100 Dollars (\$100,000.00)**, for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

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

The effective date of this bond shall be **November 19, 2015** and shall be continuous until cancelled as herein stated. This bond may not be cancelled within 5 years and 150 days of the effective date, unless Surety receives prior written consent from the Obligee. After the 5 years and 150 days period has lapsed, this bond may be cancelled by the Surety by sending notice in writing to the Obligee stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Principal

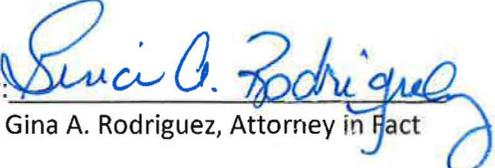
GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC

d/b/a THINK ENERGY

By: 

Surety

**LIBERTY MUTUAL INSURANCE
COMPANY**

By: 

Gina A. Rodriguez, Attorney in Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7032775

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gina A. Rodriguez; Melissa Haddick; Sandra Parker; Tannis Mattson; Terri L. Morrison

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of June, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of November, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.