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VIA EMAIL AND/OR OVERNIGHT MAIL

January 9, 2018

Ms. Debra A. Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, New Hampshire 03301-2429
Executive.Director@puc.nh.gov

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RE: Notification of Assignment – Docket DM 16-705

Dear Ms. Howland:

As was recently announced, TransCanada Power Marketing Ltd. (“*TransCanada*”) has agreed to sell certain of its U.S. Northeast power marketing business assets (the “*Transaction*”) to EDF Energy Services, LLC (“*EDF*”). In connection with the Transaction, TransCanada will assign customer agreements (collectively the “*Agreements*” and each individually an “*Agreement*”) to EDF. TransCanada hereby provides the New Hampshire Public Utilities Commission with notice of such assignments. Consistent with Puc 2004.13(c), a copy of the form of customer notice and request for consent is attached hereto as Exhibit A.¹

Puc 2004.13(a) outlines the process for providing customers with notice of an assignment. The Agreements between TransCanada and those customers do not allow for assignments without consent of the customer. Consistent with those Agreements, TransCanada is soliciting consent from each of its customers prior to assignment to EDF. For any customer that does not consent to the requested assignment, TransCanada will retain that customer, will remain the contracting party under the Agreement with that customer and will continue to serve the customer by engaging EDF to manage and provide all services for such customer’s accounts in TransCanada’s name and as agent for TransCanada for the duration of the Agreement’s supply term. Whether the customer’s Agreement is assigned directly

¹ Note: TransCanada does not serve residential or small commercial customers in New Hampshire. As a consequence some of the provisions of PUC 2004.13(a) do not apply to the Transaction and, therefore, are not included in Exhibit A.

to EDF or service is provided through the vendor relationship with EDF, we expect the transition to be seamless.

It is contemplated that the Transaction will be consummated once TransCanada receives consent from customers who, in the aggregate, have Agreements that have a value equal to at least 65% of the total value of all of the Agreements, and EDF accepts to take assignment of such customers' Agreements ("*Transaction Close*"). If the Transaction Close does not occur, the customers' consents received by TransCanada shall automatically be null and void *ab initio* and have no force and effect, and TransCanada will promptly notify the customers that provided consent of this occurrence.

Please feel free to contact me if you have any questions or require additional information. Thank you.

Sincerely,



Stuart Ormsbee

Director, Marketing and Operations

cc:

Craig Martin, Vice President, TransCanada

Kara Levis, Legal Counsel, TransCanada

Tonya Murphy, Legal Counsel, TransCanada

C. Alexis Keene, J.D., C.P.A., SVP and General Counsel, North America EDF