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HPUC 31JAN17\*10:58

January 30, 2017

VIA ELECTRONIC FILING AND FEDEX

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

**Re: Nordic Energy Services, LLC Renewal Application for Competitive Electric Power  
Supplier License  
DM 15-496**

Dear Ms. Howland,

Enclosed for filing on behalf of Nordic Energy Services, LLC (“Nordic”) is a renewal application for a Competitive Electric Power Supplier License. Nordic is currently licensed to serve customers in all service territories in New Hampshire at Docket DM 15-496.

Enclosed in this submission are an original and two copies of the renewal application as well as a check for the \$250 registration fee. Please note that Nordic is working to renew the bond currently on file with the NH PUC until at least March 31, 2018. Nordic will follow up with the PUC regarding its financial instrument as soon as possible.

Please contact the undersigned with any questions or concerns regarding this submission.

Respectfully Submitted,

Kira S. Bryers  
Customized Energy Solutions  
P: 267-238-4785  
Email: [kbryers@ces-ltd.com](mailto:kbryers@ces-ltd.com)

On behalf of Nordic Energy Services, LLC

**Renewal application of Nordic Energy Services, LLC for a Competitive Electric Power Supplier License as required by Puc 2003.01(a) and Puc 2003.02(b)**

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;

- Legal Name: Nordic Energy Services, LLC
- Trade Names: “Nordic Energy”
- Web Address: [www.nordicenergy-us.com](http://www.nordicenergy-us.com)

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

- Business Address: One Tower Lane, Suite 300  
Oakbrook Terrace, IL 60181
- Telephone Number: 630-621-0888
- Email Address: estone@nordicenergy-us.com
- Web Address: [www.nordicenergy-us.com](http://www.nordicenergy-us.com)

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

- Illinois Limited Liability Corporation, incorporated 6/12/2002

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

- Please see Attachment A

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreements with any affiliated New Hampshire utility;

- Nordic Energy does not have any parent, affiliate or subsidiary partners, and does have any relationship with any entities currently operating in New Hampshire.

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

- Customer Service Contact Information:
  - Toll Free Number: 1-877-808-1022
  - Email Contact: [customerservice@nordicenergy-us.com](mailto:customerservice@nordicenergy-us.com)

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

- Contact for Commission Inquiries:
  - Name, Title: Elizabeth Stone, Business Operations Manager

- Address: One Tower Lane, Suite 300  
Oakbrook Terrace, IL 60181
- Phone Number: 630-621-0888
- Email Address: estone@nordicenergy-us.com

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

Name: InCorp Services, Inc

Address: 152 South Mast Street, Goffstown, NH 03045

Phone: 1-800-246-2677

Email: documents@incorp.com

(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;

- Please see Attachment B

(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;

- Nordic Energy intends to provide service across the state of New Hampshire. Nordic has completed EDI testing with Liberty Utilities, Unitil, PSNH, and NHEC. Please see Attachment C for a copy of Nordic's EDI testing and supplier training certificates. Also included in Attachment C is evidence of Nordic's ability to obtain supply in the New England energy market (including evidence of Nordic's ISO-NE and NEPOOL membership).

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

- Nordic Energy plans to serve all customer classes in New Hampshire, including residential, commercial and industrial customers.

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

- Nordic Energy currently serves customers in Illinois, Indiana, Maryland, Massachusetts, Michigan, New Jersey, New York, Ohio, and Pennsylvania.

(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;

- Please see Attachment D.

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

- a. For partnerships, any of the general partners;

- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members;

- None of Nordic Energy's officers, directors or controlling stockholders have ever been convicted of a felony.

(15) A statement as to whether the applicant or any of the applicant's principals:

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions 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;

- a. No. Sanctions were not imposed, but a settlement was reached. (See answer to b. below).
- b. Yes.
- None, other than that reported in b. above.

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

- Nordic Energy Services, LLC was made aware of issues with our telemarketing script after customers complained to the ICC during the polar vortex about high prices. Upon receipt of the complaints the ICC staff reviewed all marketing materials including telemarketing TPVscripts. The ICC staff identified some issues with the scripts and notified Nordic. Nordic immediately ceased telemarketing in Illinois and worked collaboratively with the ICC staff to research and resolve the script issues and the parties have reached a settlement with the ICC staff. On February 25, 2015, the Illinois Commerce Commission initiated a docketed proceeding. After filing, the Illinois Citizens Utilities Board and the Office of the Illinois Attorney General intervened. On May 28, 2015, the Company, the Staff of the Illinois Commerce Commission, the Citizens Utilities Board, and the Office of the Illinois Attorney General filed a motion for approval of a settlement and entry of an agreed order requiring the Company to provide customers a minimum of \$310,800.00 in refunds or credits during the next 13 months. See ICC Case #15-0139. The agreed order was entered. The case is now closed and refunds have been issued.  
Nordic is still in good standing as a licensed electric supplier in Illinois. In Nordic's 10 year history this is the single regulatory issue the company has had that has elevated to a docketed proceeding in front of any commission.

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

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

- Nordic Energy will maintain a list of consumers who request being placed on their 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 or customers who are listed on the National Do Not Call Registry.

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

- Nordic Energy reserves the right to use telemarketers as part of its marketing efforts in New Hampshire.

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

- Nordic Energy Services, LLC intends to use the utility's billing service.

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

- Please see Attachment E

(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; and

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

**AFFIDAVIT #1**  
"Veracity of Statements"

State of ILLINOIS :  
: DakBrook Terrace  
: (Town)  
County of DuPAGE :

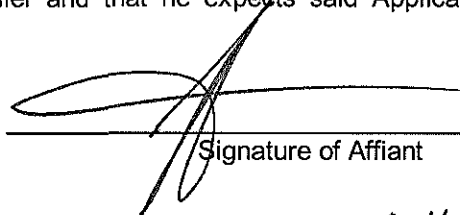
James Deering, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He is the President and CEO of Nordic Energy Services, LLC;

That he is authorized to and does make this affidavit for said Applicant;

That Nordic Energy Services, LLC, the Applicant herein, certifies under penalty of false statement that all statements made in the renewal application for licensure are true and complete and that it will also amend its application while the application is pending if any substantial changes occur regarding the information provided in the application within ten days of any such change.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he expects said Applicant to be able to prove the same at any hearing hereof.

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 26<sup>th</sup> day of JANUARY, 2017.  
Month Year

Maureen E. Gerbasi  
Signature of official administering oath

MAUREEN E. GERBASI, Admin. Asst.  
Print Name and Title

My commission expires MARCH 28, 2020.



**Attachment A**

**Nordic Energy- List of Principals**

**James C. Deering, Managing Member**

One Tower Lane Suite 300

Oakbrook Terrace, IL 60181

Ph: 630-321-0888

Fax: 888-370-2027

**Attachment B**

**Business Registration in New Hampshire**

Proof of registration of Nordic Energy Services, LLC with the New Hampshire Secretary of State.



Filed  
Date Filed: 09/30/2014  
Business ID: 715448  
William M. Gardner  
Secretary of State

# State of New Hampshire

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 Nordic Energy Services, LLC

SECOND: The name which it proposes to register and do business in New Hampshire is Nordic Energy Services, LLC

THIRD: It is formed under the laws of Illinois.

FOURTH: The date of its formation is June 6, 2002.

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

SIXTH: The name of its registered agent in New Hampshire is InCorp 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) 152 South Mast Street Goffstown, NH 03045

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).

State of New Hampshire  
Form FLLC 1 - Application for Foreign Registration FLLC 3 Page(s)

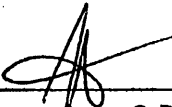


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of 2

APPLICATION FOR REGISTRATION AS A  
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1  
(Cont.)

\*Signature:   
Print or type name: James C. Deering  
Title: President & CEO  
Date signed: 9/2/14

Complete address of person signing: ONE TOWER LANE SUITE 300  
OAKBROOK TERRACE, IL 60181

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:  
ksinger@nordicenergy-us.com

\* 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, 3<sup>rd</sup> Floor, Concord, NH 03301.

**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: Nordic Energy Services, LLC  
Business Address (include city, state, zip): One Tower Lane, Suite 300, Oakbrook Terrace, IL 60181  
Telephone Number: (630) 321-0888 E-mail: ksinger@nordicenergy-us.com  
Contact Person: Kelli Singer  
Contact Person Address (if different): n/a

**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.

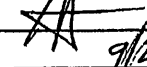
**Part III – Check ONE of the following items in Part III:**

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):	<u>James C. Deering</u>	Signature:	<u></u>
		Date signed:	<u>9/2/14</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____
Name (print):	_____	Signature:	_____
		Date signed:	_____



NEW HAMPSHIRE

Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

### Filed Documents

**Date:** 1/27/2017  
 (Annual Report History, View Images, etc.)

[For a blank Annual Registration Report, click here.](#)

### Business Name History

Name	Name Type
Nordic Energy Services, LLC	Legal
Nordic Energy Services, LLC	Home State

### Limited Liability Company - Foreign - Information

**Business ID:** 715448  
**Status:** Good Standing  
**Entity Creation Date:** 9/30/2014  
**State of Business.:** IL  
**Principal Office Address:** One Tower Lane Suite 300  
 Oakbrook Terrace IL 60181  
**Principal Mailing Address:** No Address  
**Last Annual Report Filed Date:** 1/4/2016 11:42:25 AM  
**Last Annual Report Filed:** 2016

### Registered Agent

**Agent Name:** [InCorp Services, Inc.](#)  
**Office Address:** 152 S Mast Street  
 Goffstown NH 03045

**Mailing Address:**

**NEW!** [File Annual Report Online.](#)

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

### **Attachment C**

Nordic Energy intends to provide service across the state of New Hampshire. Nordic has completed EDI testing with Liberty Utilities, Unitil, PSNH, and NHEC. This attachment contains a copy of Nordic's certificate of testing completion with Liberty Utilities, Unitil, PSNH, NHEC and a New Hampshire Supplier Training Certificate. Also included in this attachment, is evidence of Nordic's ability to obtain supply in the New England energy market. Included in the attachment is evidence of Nordic's ISO-NE and NEPOOL membership.



**Liberty Utilities**<sup>SM</sup>

# COMPLETION OF EDI TESTING

This is to certify that on January 23, 2015

**Nordic Energy Services, LLC**

completed all of the requirements of New Hampshire  
Code of Administrative Rules, Section PUC 2003.01(d).

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



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Nordic Energy Services
Represented by: Kelli Singer
Issued by: Unitil Energy Systems
Represented by: Lisa S. Glover, Energy Analyst
Date: January 22, 2015

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Nordic Energy Services. As of January 22, 2015, Unitil Energy Systems does hereby declare Nordic Energy Services 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

Nordic Energy Services has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Nordic Energy Services 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: Lisa S. Glover
Date: 1 dd.1d:J/5

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

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

**Certificate of Completion**

*is hereby granted to:*

**Nordic Energy Services, LLC**

*to certify that they have completed to satisfaction*

**NH EDI Connectivity and Certification Testing**

*Granted: 04/01/15*

*Aaron Downing  
Eversource Supplier Services*



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

*-is hereby granted to:*

**Nordic Energy Services, LLC**

*to certify that they have completed to satisfaction*

**NH Supplier Training**

*Granted: 1 09/15*

*Aaron Downing  
PSNH Supplier Services*





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

**Test Acceptance Form                      January 23, 2015**

The undersigned agree that Nordic Energy Services, LLC and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "LDC" option on January 12, 2015.

Subject to any finalization of bilateral agreements between Nordic Energy Services, LLC and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, Nordic Energy Services, LLC may submit customer enrollment transactions electronically to NHEC upon providing 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:      Nordic Energy Services, LLC

Competitive Supplier Business Contact Signature: Kelli Sr  
Date of Test Acceptance: 1/23/2015

Competitive Supplier Technical Contact Signature: Kelli Sr  
Date of Test Acceptance: 1/23/2015

Distribution Company:              New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: A William Bayard  
Date of Test Acceptance: 2/12/2015

Distribution Company Technical Contact Signature: Mark Patton  
Date of Test Acceptance: 1/12/15



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System Planning

Markets and Operations

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# Customer Directory

Search the directory for details on and contact information for the entities registered with ISO New England, as well as on the committees and subgroups advising the ISO. For example, you can find:

- Each customer's name, address, stock symbol(s), industry sector, industry type/classification, committee membership, and NEPOOL voting status (if the customer is a member of the New England Power Pool)
- Committee and subcommittee or working group names, member lists, and the company association of members
- [Download a CSV file of the Customer Directory](#)

As you type you will be offered suggested results. Use your keyboard arrows or mouse to navigate the results.

## Company Details: Nordic Energy Services, LLC

One Tower Lane  
Ste 300  
Oakbrook Terrace, IL 60181

### Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
126571	Supplier	Participant	Market Participant		Y

### Committee Members

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
<a href="#">NEPOOL Markets Committee</a>	<a href="#">Wayne Bollinger</a>	General Manager	Member	Alternate

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
NEPOOL Markets Committee	Kelli Singer	Director of Operations	Member	Member
NEPOOL Participants Committee	Wayne Bollinger	General Manager	Member	Alternate
NEPOOL Participants Committee	Kelli Singer	Director of Operations	Member	Member
NEPOOL Reliability Committee	Kelli Singer	Director of Operations	Member	Member
NEPOOL Reliability Committee	Wayne Bollinger	General Manager	Member	Alternate
Transmission Committee	Kelli Singer	Director of Operations	Member	Member
Transmission Committee	Wayne Bollinger	General Manager	Member	Alternate

#### Participant Related Persons

A Participant and its Related Persons (as defined in the [Participants Agreement](#) and [Second Restated NEPOOL Agreement](#)) are together entitled to join any one Sector and to have one vote in that Sector.

Votes for this company are cast by:

Self

This company also votes on behalf of:

None

#### Updating the Directory

Help keep the directory current — its accuracy is dependent on data in the ISO's Customer and Asset Management System (CAMS). To update data for your organization or committee, see:

- [User guides for CAMS](#)
- [CAMS FAQs](#)

#### Problems?

[Contact Customer Support](#) if you're having trouble with the directory.

APPLICATIONS  
GADS Reporting  
IRTT

MARKETS AND  
OPERATIONS  
FORECASTING  
Morning Report

Seven-Day Forecast  
Three-Day Forecast  
Power System Status



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## NEW ENGLAND POWER POOL

# Current Members

HOME ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS IMAPP

### Pre-Printed Rosters: Sector Roster Alphabetical (by Voting Member) Alphabetical (2d RNA)

Abest Power & Gas, LLC  
Acadia Center  
Acushnet Company  
Aesir Power Services LLC  
Agera Energy LLC  
Algonquin Energy Services Inc  
Alphataraxia Nickel LLC  
Ambit Northeast LLC  
Ameresco CT LLC  
American PowerNet Management, LP  
AmericaWide Energy, LLC  
Amperand Energy Partners LLC  
Anbaric Management LLC  
Anthony, Christopher M.  
Antrim Wind Energy LLC  
Archer Energy, LLC  
Ashburnham Municipal Light Plant  
Aspirity Energy, LLC  
Associated Industries of Massachusetts  
Astral Energy LLC  
Athens Energy LLC  
Atlantic Energy MA, LLC  
Avangrid Renewables, LLC  
Backyard Farms, LLC  
Backyard Farms Energy, LLC  
Bath Iron Works Corporation  
BBPC LLC d/b/a Great Eastern Energy  
Beacon Falls Energy Park, LLC  
Bear Swamp Power Company LLC  
Belmont Municipal Light Department  
Berkshire Power Company, LLC  
Berlin Station, LLC  
Black Bear Hydro Partners, LLC  
Blackstone Hydro, Inc.  
Bloom Energy Corporation  
Blue Sky East, LLC  
Blue Sky West, LLC  
BlueRock Energy, Inc.  
BNP Paribas Energy Trading GP  
Boston Energy Trading and Marketing  
Boylston Municipal Light Department  
BP Energy Company  
Braintree Electric Light Department  
Brayton Point Energy, LLC  
Bridgewater Power Company L.P.  
Brookfield Energy Marketing Inc.  
Brookfield Energy Marketing LP  
Brookfield Renewable Energy Mktg US  
Brookfield White Pine Hydro LLC  
Brown Bear II Hydro, Inc.  
Bucksport Generation LLC  
Burlington Electric Department  
C.N. Brown Electricity, LLC  
Calpine Energy Services, LP  
Calpine Energy Solutions, LLC  
Canadian Wood Products-Montreal, Inc.  
Canandaigua Power Partners, LLC  
Cape Light Compact  
Cargill Power Markets, LLC  
Castleton Comm. Merchant Trading  
Central Maine Power Company  
Centre Lane Trading Limited  
Champion Energy Marketing LLC  
Champlain VT, LLC  
Chester Municipal Light Department  
CHI Power Marketing, Inc.  
Chicopee Municipal Lighting Plant  
Choice Energy LLC  
CinCap V, LLC  
Citigroup Energy Inc.  
CleanChoice Energy, Inc.  
Clear Choice Energy, LLC  
CLEARResult Consulting Inc.  
Clearview Electric Inc.  
Commonwealth of Massachusetts  
(Div. of Capital Asset Management)  
Commonwealth Resource Management Corporation  
Competitive Energy Services, LLC  
Concord Municipal Light Plant  
Conn. Central Energy, LLC

Danvers Electric Division  
Darby Energy, LLLP  
Dartmouth Power Associates, LP  
DC Energy, LLC  
Deepwater Wind Block Island LLC  
Devon Power LLC  
Devonshire Energy LLC  
DFC ERG CT, LLC  
Direct Energy Business, LLC  
Direct Energy Business Marketing, LLC  
Discount Power, Inc.  
Dominion Energy Marketing, Inc.  
Dominion Nuclear Connecticut, Inc.  
DTE Energy Trading, Inc.  
Duke Energy Comm. Enterprises, Inc.  
Dynasty Power Inc.  
Dynergy Marketing and Trade LLC  
East Avenue Energy LLC  
EDF Energy Services, LLC  
EDF Trading North America, LLC  
eCapital Investments LLC  
Electricity Maine, LLC  
Electricity N.H., LLC d/b/a ENH Power  
Elektrisola, Inc.  
Eligo Energy, LLC  
Emera Energy Services Sub. No. 1 LLC  
Emera Energy Services Sub. No. 2 LLC  
Emera Energy Services Sub. No. 3 LLC  
Emera Energy Services Sub. No. 4 LLC  
Emera Energy Services Sub. No. 5 LLC  
Emera Energy Services Sub. No. 6 LLC  
Emera Energy Services Sub. No. 7 LLC  
Emera Energy Services Sub. No. 8 LLC  
Emera Energy Services Sub. No. 9 LLC  
Emera Energy Services Sub No 10 LLC  
Emera Energy Services Sub No 11 LLC  
Emera Energy Services Sub No 12 LLC  
Emera Energy Services Sub No 13 LLC  
Emera Energy Services Sub No 14 LLC  
Emera Energy Services Sub No 15 LLC  
Emera Maine Inc.  
EmpireCo Limited Partnership  
Energy Management, Inc.  
Energy New England LLC  
Energy Federation Inc.  
Energy GPS LLC  
Energy Plus Holdings LLC  
EnerNOC, Inc.  
Enerwise Global Technologies, Inc.  
d/b/a CPower  
Engelhart CTP (US) LLC  
ENGIE Resources LLC  
Entergy Nuclear Power Marketing LLC  
Entrust Energy East, Inc.  
EnvaPower, Inc.  
Epic USA, Inc.  
ESI Northeast Energy GP, Inc.  
Essential Power, LLC  
Essential Power Massachusetts, LLC  
Essential Power Newington, LLC  
ETC Endure Energy, LLC  
Evergreen Wind Power II, LLC  
Evergreen Wind Power III, LLC  
EverPower Commercial Services LLC  
Eversource Energy Transmission  
Ventures, Inc.  
Everyday Energy, LLC  
Exelon Generation Company, LLC  
Fairchild Energy, LLC  
Fairpoint Energy, LLC  
Farhad Aminpour  
First Point Power, LLC  
First Wind Energy Marketing, LLC  
FirstLight Power Resources  
Management, LLC  
Fisher Road Solar I LLC  
Fitchburg Gas and Electric Light Co.  
Food City, Inc.  
Footprint Power Salem Harbor  
Development  
FPL Energy Mason, LLC

H.Q. Energy Services (U.S.) Inc.  
Hammond Belgrade Energy LLC  
Hammond Lumber Company  
Hampshire Council of Governments  
Hancock Wind, LLC  
Hanover, NH (Town of)  
Harborside Energy of Massachusetts  
Harvard Dedicated Energy Limited  
Hess Corporation  
High Liner Foods (USA) Incorporated  
HIKO Energy, LLC  
Hingham Municipal Lighting Plant  
Holden Municipal Light Department  
Holyoke Gas & Electric Department  
Howard Wind LLC  
Hudson Energy Services, LLC  
Hudson Light and Power Department  
Hull Municipal Lighting Plant  
Icetec Energy Services, Inc.  
IDT Energy, LLC  
Indeck Energy-Alexandria, LLC  
Independence Energy Group LLC  
Industrial Energy Consumer Group  
Industrial Power Services Corporation  
Inertia Power III LP  
Inspire Energy Holdings, Inc.  
Interstate Gas Supply, Inc.  
Invenery Energy Management LLC  
Ipswich Municipal Light Department  
J. Aron & Company  
J.F. Gray & Associates, LLC  
Jericho Power LLC  
Just Energy (U.S.) Corp.  
Kendall Green Energy LLC  
Kimberly-Clark Corporation  
King Forest Industries, Inc.  
Kleen Energy Systems, LLC  
Liberty Power Delaware LLC  
Liberty Power Holdings, LLC  
Liberty Utilities (Granite State Electric)  
Corp.  
LifeEnergy, LLC  
Linde Energy Services, Inc.  
Littleton (MA) Electric Light Dep't  
Littleton (NH) Water and Light Dep't  
Long Island Lighting Co. d/b/a LIPA  
Longfellow Wind, LLC  
Longreach Energy, LLC  
Longwood Medical Energy  
Collaborative, Inc.  
Lotus Danbury LMS100 One, LLC  
Lotus Danbury LMS100 Two, LLC  
MA Operating Holdings, LLC  
Macquarie Energy, LLC  
Madison Electric Works  
MAG Energy Solutions, Inc.  
Maine Power LLC  
Maine Public Advocate Office  
Maine Skiing, Inc.  
Major Energy Electric Services  
Manchester Methane, LLC  
Mansfield Municipal Electric Dep't  
Marble River, LLC  
Marblehead Municipal Light Dep't  
Mass Solar 1, LLC  
Mass. Office of the Attorney General  
Mass. Bay Transportation Authority  
Mass. Development Finance Agency  
Mass. Electric Company  
Mass. Gas and Electric, Inc.  
Mass. Municipal Wholesale Electric Co.  
Mass. Port Authority  
MATEP LLC  
Mega Energy Holdings, LLC  
Mercuria Energy America, Inc.  
Merrill Lynch Commodities, Inc.  
Merrimac Municipal Light Department  
Messalonskee Stream Hydro, LLC  
Mid-Maine Engine Action Corporation  
Middleborough Gas and Electric Dep't  
Middleton Municipal Electric Dep't

Nalcor Energy Marketing  
Narragansett Electric Company  
National Gas & Electric, LLC  
NEPM II, LLC  
New Brunswick Energy Mktg. Corp.  
New England Confectionery Co. Inc.  
New England Energy Connection, LLC  
New England Power Company  
New England Wire Technologies Corp.  
New Hampshire Electric Coop., Inc.  
New Hampshire Industries, Inc.  
NH Office of Consumer Advocate  
New Hampshire Transmission, LLC  
New York State Electric & Gas, Inc.  
NextEra Energy Marketing, LLC  
NextEra Energy Maine, Inc.  
NextEra Energy Resources, LLC  
NextEra Energy Seabrook LLC  
Noble Americas Gas & Power Corp.  
Noble Environmental Power, LLC  
Nordic Energy Services, LLC  
North America Power Partners LLC  
North American Power and Gas, LLC  
North Attleborough Electric Dep't  
Northern States Power Company  
Norwalk Power LLC  
Norwood Municipal Light Department  
NRG Canal LLC  
NRG Curtailment Solutions, Inc.  
NRG Power Marketing, LLC  
NSTAR Electric Company d/a/a  
Eversource Energy  
NTE Connecticut, LLC  
Number Nine Wind Farm LLC  
Oasis Power, LLC d/b/a Oasis Energy  
Ontario Power Gen. Energy Trading  
Ontario Power Generation Inc.  
Order of St. Benedict of NH  
d/b/a St. Anselm College  
Pacific Summit Energy, LLC  
Palanco Power CT, LLC  
Palanco Power MA, LLC  
Parkview Adventist Medical Center  
Pascoag Utility District  
Patriot Partnership LLC  
Pawucket Power Holding Company  
Paxton Municipal Light Department  
Peabody Municipal Light Plant  
Peninsula Power, LLC  
Perigee Energy, LLC  
Pioneer Hydro Electric Co., Inc.  
Plainfield Renewable Energy, LLC  
Plant-E Corp.  
Plymouth Rock Energy, LLC  
PNE Energy Supply LLC  
Power Bidding Strategies, LLC  
Power Supply Services, LLC  
PowerOptions, Inc.  
Praxair, Inc.  
Princeton Municipal Light Department  
Provider Power Mass, LLC  
PSEG Energy Resources & Trade LLC  
PSEG New Haven LLC  
Public Power, LLC  
Public Service Co. of New Hampshire  
d/a/a Eversource Energy  
Putnam Hydropower, Inc.  
Rainbow Energy Marketing Corporation  
RBC Energy Services LP  
Reading Municipal Light Plant  
Record Hill Wind LLC  
ReEnergy Stratton Energy LLC  
Reliant Energy Northeast LLC  
REP Energy LLC  
Repsol Energy North American Corp.  
Residents Energy, LLC  
Rhode Island Engine Genco, LLC  
Rhode Island State Energy Center, LP  
Rocky Gorge Corporation

### ISO-NE CAMS:

Saracen Energy East LLC  
Saracen Power LLC  
Seneca Energy II, LLC  
SFE Energy Connecticut LLC  
SFE Energy Massachusetts LLC  
Shell Energy North America (US) L.P.  
Shipley Choice, LLC  
d/b/a Shipley Energy  
Shipyard Brewing Co., LLC  
Shipyard Energy LLC  
Shrewsbury Electric & Cable Operations  
SmartEnergy Holdings LLC  
Solea Energy, LLC  
Somerset Power LLC  
South Hadley Electric Light Department  
South Jersey Energy Company  
South Jersey Energy ISO1, LLC  
South Jersey Energy ISO2, LLC  
Spark Energy, LP  
Springfield Power LLC  
Spruce Mountain Wind, LLC  
SRECTrade, Inc.  
Starian Energy, Inc.  
Sterling Municipal Electric Light Dep't  
Stetson Holdings, LLC  
Stetson Wind II, LLC  
Stored Solar J&WE, LLC  
Stowe Electric Department  
Sunwave USA Holdings, Inc.  
Sustaining Power Solutions LLC  
SWEB Development USA, LLC  
Swift River Trading Company LLC  
Talen Energy Marketing, Inc.  
Tangent Energy Solutions, Inc.  
Taunton Municipal Lighting Plant  
TCPL Power Ltd.  
TEC Energy, Inc.  
Templeton Municipal Lighting Plant  
Tenaska Power Services Co.  
Texas Retail Energy, LLC  
The Energy Consortium  
The Energy Council of Rhode Island  
Titan Gas LLC  
Town of New Shoreham, Rhode Island  
Town Square Energy, LLC  
TrailStone Power, LLC  
TransAlta Energy Marketing (U.S.) Inc.  
TransCanada Energy Ltd.  
TransCanada Power Marketing Ltd.  
Twin Eagle Resource Management, LLC  
UII Distributed Resources, LLC  
Uncia Energy, LP - Series G  
Union Atlantic Electricity, Inc.  
Union Leader Corporation  
Union of Concerned Scientists, Inc.  
Uniper Global Commodities North  
America LLC  
United Illuminating Company  
Unitil Energy Systems, Inc.  
UNITIL Power Corp.  
University of Massachusetts at Amherst  
University System of New Hampshire  
Utility Expense Reduction LLC  
Utility Services, Inc.  
VCharge Inc.  
Verde Energy USA, Inc.  
Vermont Electric Cooperative  
Vermont Electric Power Company, Inc.  
Vermont Energy Investment Corp.  
Vermont Public Power Supply Authority  
Vermont Transco LLC  
Vermont Wind  
Verso Maine Energy, LLC  
Viridian Energy, LLC  
Viridity Energy, Inc.  
Vitol Inc.  
Wakefield Municipal Gas and Light Dep't  
Wallingford, CT, DPU, Electric Division  
Wallingford Energy II, LLC  
Waterbury Generation LLC  
Waterside Power, LLC

Conn. Gas & Electric, Inc.	FPL Energy Wyman, LLC	Middletown Power LLC	Roctop Investments Inc.	Wellesley Municipal Light Plant
Conn. Jet Power LLC	FPL Energy Wyman IV, LLC	Millennium Power Partners, LP	Rowley Municipal Light Plant	West Boylston Municipal Lighting Plant
Conn. Light and Power Company d/b/a Eversource Energy	Freeport Commodities, LLC	Mint Energy, LLC	Royal Bank of Canada	Western Massachusetts Electric Co.
Conn. Materials Innovations & Recycling Authority	Galt Power Inc.	Montville Power LLC	Russell Municipal Light Department	d/a/a Eversource Energy
Conn. Municipal Electric Energy Coop.	Garland Manufacturing Company	Moore Company, The		Westfield Gas & Electric Light Dep't
Conn. Office of Consumer Counsel	Garland Power Company	Moore Energy LLC		Wheelabrator Bridgeport, LP
Conn. Transmission Municipal Electric Energy Coop.	Gas Recovery Systems, LLC	Morgan Stanley Capital Group, Inc.		Wheelabrator North Andover, Inc.
Conservation Law Foundation	GBE Power Inc.			WM Renewable Energy, LLC
Consolidated Edison Co. of NY, Inc.	GDF SUEZ Energy Marketing NA, Inc.			Wolfeboro Municipal Electric Department
Consolidated Edison Development, Inc.	GenBright, LLC			Wolverine Holdings, L.P.
Consolidated Edison Energy, Inc.	GenConn Energy LLC			XOOM Energy LLC
Consolidated Edison Solutions, Inc.	GenOn Energy Management, LLC			Yes Energy, LLC
Constellation Energy Power Choice, LLC	Georgetown Municipal Light Dep't			Z-TECH, LLC
Constellation Energy Services, Inc.	Goose River Hydro, Inc.			
Constellation NewEnergy, Inc.	Granite Reliable Power, LLC			
Convergent Energy and Power LLC	Granite Ridge Energy, LLC			
Covanta Energy Marketing, LLC	Gravity Renewables Inc.			
Covanta Haverhill Associates, LP	Great Bay Power Marketing, Inc.			
Covanta Projects of Wallingford, LP	Green Berkshires, Inc.			
CPV Towantic, LLC	Green Development, LLC d/b/a Wind Energy Development, LLC			
Cricket Valley Energy Center, LLC	Green Mountain Energy Company			
Cross-Sound Cable Company, LLC	Green Mountain Power			
Cumulus Master Fund	Green Power USA			
	Groton Electric Light Department			
	Groveland Electric Light Department			

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**Attachment D**

**Consumer Complaints**

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.

<b>SUMMARY OF COMPLAINTS IN THE LAST 12 MONTHS FOR NORDIC ENERGY SERVICES, LLC</b>		
<b><u>AGENCY</u></b>	<b><u>NUMBER</u></b>	<b><u>NATURE OF COMPLAINT</u></b>
ICC	10	PROOF OF ENROLLMENT, CONTRACT TERMS
NIPSCO	23	SALES, PROOF OF ENROLLMENT, BILLING AND PRICING
OHIO PUC	0	
NJ BPU	0	
IL ATTORNEY GENERAL	1	PROOF OF ENROLLMENT
OHIO ATTORNEY GENERAL	0	
BBB	7	PRICING, SALES, AND PROOF OF ENROLLMENT
CUB	0	
<b>TOTAL NO. OF COMPLAINTS</b>	<b>41</b>	



**Attachment E**

**Customer Service Contract**

This attachment contains a copy of a standard contract Nordic Energy uses for its residential and commercial customers. The contract abides by all regulations set forth in Puc 2000.

**NORDIC ENERGY SERVICES L.L.C. ELECTRIC  
SALES AGREEMENT**



**Terms of Service Statement and Electric Services Agreement**

This Electric Sales Agreement ("Agreement"), number \_\_\_\_\_ (agreement ID) is entered into between Nordic Energy Services, L.L.C. ("Nordic") and \_\_\_\_\_ ("Customer", "you" or "your"). Nordic is a Competitive Electric Power Supplier ("CEPS") licensed by the New Hampshire Public Utilities Commission ("PUC") to offer and supply electric generation services in New Hampshire. Our PUC license number is \_\_\_\_\_. This Agreement shall be effective as of the date signed by Nordic and indicated as the "Effective Date" on Nordic's signature block hereto and not prior thereto. Nordic and Customer may be individually referred to as "Party" or collectively referred to as "Parties." The Parties agree to the following:

**Purchase and Sale; Services**

Nordic shall sell and Customer shall purchase and receive electric energy on a firm basis for Customer's facilities identified on Exhibit A hereto. Nordic shall manage all electric energy requirements for Customer, including scheduling and balancing for electric energy. The electric energy will be delivered to a point or points on the transmission system operated by the Independent System Operator ("ISO"). Delivery to meters corresponding to each delivery point for service with \_\_\_\_\_ [insert utility name] (as further defined below and referred to herein as the "LDC") for service addresses and account numbers specified on the Exhibit A hereto will be made by the LDC.

**Definitions**

As used herein, unless the context clearly indicates otherwise, the following terms shall have the meaning set forth below:

"Ancillary Charges" mean for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO-NE Open Access Transmission Tariff ("OATT"), plus RTEP Charges, RMR Charges and the transmission cost enhancement charges as identified in the applicable OATT tariff, plus Transmission Charges and all other ISO-NE costs not included in the definition of Capacity Charges and Energy Price. Ancillary Charges are calculated by Nordic by totaling all of the aforementioned charges billed to Nordic and dividing the total by the usage of all Nordic customers, not just Customer, during the most recent calendar month. This results in a per unit rate for Ancillary Charges, applicable to all customers, which is then applied to your usage during your next billing cycle. Nordic may also increase this per unit rate in the event the charges in any prior month were not fully recovered in the subsequent month; this increase shall be calculated in the same manner as the aforementioned unit rate.

"Capacity Charges" are calculated by Nordic by multiplying customer's unique PLC by the most recently available PLC rate applicable to Customer's zone and then multiplying that total by the number of days in the billing cycle.

"LDC" means Local Distribution Company, which is the public utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers.

"Energy Price" means the charge for electrical energy delivered to the LDC for the Customer's account.

"Event of Default" means: (1) the failure of Customer to make, when due, any payment due hereunder; (2) Customer's failure to perform or comply with any term of this agreement; (3) Customer makes an assignment or any general arrangement for the benefit of creditors; (4) Customer files a petition or otherwise commences,

authorizes, or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or has such petition filed against it; (5) Customer otherwise becomes insolvent or is unable to pay its debts as they come due; or (6) Customer fails to provide adequate assurance as provided hereunder.

“Force majeure” means an event or events outside the control of the claiming party, which the claiming party is unable to overcome or avoid by exercise of due diligence. Force majeure shall include, without limitation: a condition resulting in the curtailment of power supply or interruption or curtailment of transmission on the electric transmission and/or distribution system; restraint by court order; action or non-action by, or inability to obtain necessary authorizations or approvals from any government agency or authority; war, acts of God, fire, terrorism, or flood.

“Generation Charge” means part of the basic service charges on every customer’s bill for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. This charge depends on the contract between the customer and the supplier, which is Nordic.

“Kilowatt-hour” or “kWh” is the basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.

“LMP” is the ISO-New England day ahead locational marginal price. The ISO-NE is an independent, non-profit Independent System Operator that oversees the operation of New England’s bulk electric power system and transmission lines. The “day ahead locational marginal price” is the wholesale price for electric energy at specific locations.

“Material Change” means usage during any calendar month that either exceeds historical usage (historical usage shall mean usage during the year prior to the original execution date of this Agreement) for the same calendar month by 20% or more, or is less than historical usage for the same calendar month by 20% or more. In the event historical usage cannot be determined, then Material Change shall be determined by Nordic in its sole discretion.

“Pricing Offer” means a written notice to Customer of proposed changes, amendments, deletions or additions to the terms of this Agreement including but not limited to changes in price.

“RMR Charges” mean the generation deactivation charges and other such charges, if any, imposed by the ISO-NE on load served in a particular zone to recover the cost for any generation units that plan to retire but are required by the ISO-NE to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO-NE rule and OATT provisions.

“RTEP Charges” means the Regional Transmission Expansion Planning charges.

“Transmission Charges” as used herein means those charges related to transporting electricity from the source of supply to the electric distribution company, which are not billed to Customer directly by the EDC. These charges are included within the Ancillary Charges.

### **Adequate Assurance**

Should Customer's creditworthiness or financial responsibility become unsatisfactory to Nordic at any time, in Nordic’s sole discretion, Nordic may request, in writing, security from Customer, including but not limited to a

deposit, satisfactory to Nordic. Customer shall fulfill such request within three (3) business days of Nordic's request. Nordic does not pay interest on deposits.

### **Default**

Nordic reserves the right, in its sole discretion, to terminate this Agreement at any time and upon ten (10) days advance written notice, if an Event of Default occurs.

### **Market Structure**

In the event of any changes to any tariffs, rules, laws, regulations, changes in or increases in charges to Nordic, or procedures of Customer's Utility, or of the ISO-NE and electric power transmission networks used by Nordic and/or Nordic's suppliers to deliver electricity to Customer, or changes to the electric market structure, that increase Nordic's cost of providing service hereunder (excluding from this analysis any credits back to Nordic, the benefits of which have already been taken into account by Nordic in determining the price), then Nordic may pass through such cost, or any increased cost, to Customer. All charges identified as "Included", other than the Energy Price, on any Exhibit B to this Agreement are subject to change in accordance with the foregoing. If Nordic determines, in its sole discretion, that such changes prevent Nordic from effectively or economically performing under this agreement, then Nordic may terminate this agreement upon 30 days written notice.

### **Term and Right of Rescission**

Service shall commence on the first meter read date after Nordic has received notice that the LDC has completed its processing and has accepted the delivery service request. Service shall not commence any earlier than the meter read in \_\_\_\_\_, 201\_, (as defined by the LDC) (hereinafter "Start Month").

This agreement shall remain in effect for twelve months from the Start Month, ending on the last meter read date of said twelfth month (hereinafter the "Anniversary Month") for the accounts (the "Initial Term"). If Customer executes an Exhibit B at any time that includes a term that goes beyond the then-current Anniversary Month for all other accounts (as determined in this Agreement), then the current term for all accounts shall be extended until the next Anniversary Month.

Upon the expiration of the Initial Term, and any renewals or extensions thereof, this agreement shall automatically renew for additional twelve month terms (the "Renewal Term"), unless the agreement is terminated by either party with written notice (said notice must be provided directly from the party, not its agents or any other third party) provided at least 30 days, but not more than 60 days, prior to the end of the then current term.

Customer has a right to change CEPS subject to the terms and conditions herein.

Residential and small commercial customers shall have 3 business days from the date of personal or electronic delivery of these written terms of service to rescind authorization to purchase and receive electric energy from Nordic. Residential and small commercial customers receiving these terms of service via the United States Postal Service shall have 5 business days from the postmarked date to rescind authorization to purchase and receive electric energy from Nordic.

### **Pricing**

Customer agrees to purchase from Nordic on a firm basis 100% of Customer's electricity usage at all facilities identified on Exhibit A, at the price and on the terms outlined herein.

During any period of time after the Start Month, if Nordic and Customer do not have one or more executed Exhibit B Transaction Confirmations or Pricing Offers in effect for all of the facilities identified on Exhibit A hereto, then the

Standard Price (as defined below) shall apply to all facilities not covered by a current Exhibit B or Pricing Offer for the relevant periods.

Prior to the end of any term, Nordic may in its sole discretion provide Customer a Pricing Offer in each of our last three bills for supply charges or in corresponding separate mailings that precede either the expiration or the effective date of the proposed changes. Customer shall have ten (10) business days from the last notice to reject the Pricing Offer in writing. Customer's failure to reject the Pricing Offer in writing within ten (10) business days shall be deemed an acceptance by Customer of the terms included in the Pricing Offer.

The Standard Price (per kWh) shall be calculated as follows: the ISO-NE day ahead locational marginal price ("LMP") determined by the hour for the applicable delivery point (as defined by ISO-NE) plus \$\_\_\_\_ per kWh (the "Adder") for all quantities of actual usage, plus distribution and transmission losses at the same price per kWh utilizing distribution and transmission loss percentages determined by the hour as defined by the LDC to determine the quantity of losses, plus unaccounted for energy ("UFE") losses as estimated by Nordic, plus all charges billed by ISO-NE, Ancillary Charges, Capacity Charges, RMR Charges, RPS charges (as established according to applicable laws and regulations in the State of New Hampshire) and delivery charges (ISO-NE and delivery charges shall be passed through to Customer in the amount charged to Nordic, excluding any credits back to Nordic, the benefits of which have been considered by Nordic in determining the Adder; Ancillary and Capacity Charges shall be calculated by Nordic in the manner outlined above; in the event actual costs are not available then Nordic shall use its best efforts to estimate the actual cost) (collectively hereinafter the "Standard Price"). Nordic will estimate when you use your power, and the Standard Price will be applied based upon that estimated usage time. Your Standard Price changes by the hour.

The rates identified herein apply only to electric supply to the LDC, not to the other charges associated with LDC delivery, nor does it include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. Customer is responsible for all charges relating to delivering electricity to Customer's account(s).

**Average Pricing**

Fixed Pricing: Nordic is required to provide you the information in the following table, which shows the average price per kWh for electricity at different usage levels based upon the fixed rate set forth in Exhibit B hereto, if you elected a fixed rate. If you did not elect a fixed rate, the following table is blank. You will be billed based on your actual usage at the applicable fixed or variable rate. The information in this table is only an example.

Average Monthly Use	250 kWh	500 kWh	750 kWh	1,000 kWh	Every 500 kWh thereafter
Average Price Per kWh	_____ ¢	_____ ¢	_____ ¢	_____ ¢	_____ ¢

Variable Pricing: If you have elected variable pricing or the Standard Price outlined in the Pricing section, above, all billing determinants are outlined in the Pricing section and the Exhibit B for index pricing. Your price and all determinants vary by the hour.

**Demand Charges**

The following information is also required by the New Hampshire PUC and shows the average price per kW of demand or other billing determinants for demand charges billed by Nordic.

<b><u>Charge</u></b>	<b><u>Average Price per kW of Demand</u></b>
Capacity Demand Charge	

### **Metering**

In the event Customer utilizes both interval and non-interval, summary-type, meters, Nordic will shape the usage from the non-interval meters to match the load curve of the interval meters, and bill according to this shaping model. Lighting meters shall not be utilized to determine usage shape. If the account has only non-interval meters the forecasted shape provided by the LDC will be used as the settlement shape. If the LDC does not provide a forecasted shape, Nordic will use available information to estimate a shape for Customer's usage.

### **Generation**

Customer warrants and represents that Customer does not own any generation behind the meter. In the event that Customer installs or otherwise utilizes any behind the meter generation during the term of this Agreement, Nordic hereby reserves the right to terminate this Agreement and charge to Customer any costs, losses and damages, direct or indirect, incurred by Nordic as a result thereof.

### **Demand Side Management**

In the event Customer enrolls in or participates in any LDC, ISO-NE or independently sponsored demand side management programs, regardless of whether a Material Change occurs, Nordic hereby reserves the right to terminate this Agreement and charge to Customer any costs, losses and damages, direct or indirect, incurred by Nordic as a result thereof.

Customer hereby grants to Nordic a right of first refusal, granting Nordic the right: (1) to provide demand side management services to Customer on the same terms and conditions as included in any bona fide offer from any third party; and (2) in the event Nordic has elected to terminate this Agreement, to enter into a new electric supply agreement on the same terms and conditions as included in any bona fide offer from any third party.

### **Material Change**

In the event of a Material Change in Customer usage parameters - including, but not limited to, installation or removal of electric consuming equipment, increased or decreased hours of operation, shutdown/closure/sale of accounts/facilities served hereunder, or other changes that would have an adverse impact on Nordic or cause an increase in Nordic's costs to supply electricity hereunder, then Nordic may in its sole discretion either terminate this Agreement (a "Material Change Termination") or pass through those costs to Customer. Weather events shall not be considered, or result in, a Material Change hereunder.

### **Force Majeure Pricing Event**

In certain circumstances an event of Force Majeure may disrupt Nordic's purchased supply and/or financial hedging instruments used to provide fixed pricing service hereunder, even though Customer may continue to receive electric supply from the LDC. In such cases, the fixed pricing rate shall be suspended throughout the duration of the Force Majeure event, and the variable pricing rate defined below shall apply to all metered quantities consumed by Customer hereunder during the Force Majeure event. The variable pricing rate shall equal Nordic's actual cost to supply electricity to the accounts that are the subject of this Agreement, plus a fixed charge of \$0.015/kWh. Nordic's actual costs shall be determined based on real-time locational marginal prices for energy, congestion and losses, and also all costs incurred by Nordic for Capacity, ISO-NE, Transmission, Ancillary services, RPS, and regulatory compliance requirements. If tariff costs are not available due to market rates, then costs will be reasonably estimated.

### **Force Majeure**

Notwithstanding anything to the contrary in this agreement, except for the obligation to make payments due hereunder, the obligations of a party shall be suspended to the extent the party is unable to carry out its obligation as a result of Force Majeure. If a party hereunder claims it is unable to perform due to Force Majeure, and such period of non-performance exceeds 30 days, then the non-claiming party may terminate this Agreement or any Exhibit B Transaction Confirmation without penalty or default upon thirty days written notice.

## **Billing and Payment**

See Exhibit A.

## **Assistance Programs**

If you are having trouble paying utility bills, the following agencies/programs may be able to assist you:

- Electric Assistance Program
- Neighbor Helping Neighbor
- Project CARE - Run by NH Electric Cooperative, Project Care is for customers of NH Electric Cooperative only.

In addition, you may be able to get help from other programs managed by the New Hampshire Department of Health and Human Services, your city or town, the New Hampshire Community Action Agencies, local churches and the Salvation Army.

More information is available on the PUC's website at [www.puc.state.nh.us/Consumer/assistanceprograms.htm](http://www.puc.state.nh.us/Consumer/assistanceprograms.htm)

## **Warranty**

WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, NORDIC MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Indemnification, Limitation of Liability, and Performance**

Nordic shall indemnify Customer for any losses, damages, or costs, which result from Nordic's failure to comply with the terms of this Agreement or as a result of any negligence on the part of Nordic. Nordic shall not indemnify Customer in the event (1) Customer does not comply with the terms of this Agreement or (2) there is an interruption or cessation of deliveries of electricity, resulting from equipment failure, mechanical difficulties, or if there is an interruption or cessation of deliveries of electricity as a result of Force Majeure or other such conditions.

Customer shall indemnify, defend and hold harmless Nordic for any losses, damages, or costs, which result from Customer's failure to comply with the terms of this Agreement or as a result of any negligence on the part of the Customer. Customer recognizes that Nordic must purchase and/or contract to purchase financial hedging instruments and/or physical electricity supplies necessary to supply Customer with electricity under this agreement. In the event of Customer's breach of this agreement, an Event of Default, either party's early termination of this Agreement pursuant to any provision of this Agreement, or a Material Change Termination, then Customer shall pay to Nordic an Early Termination Fee plus any other damages available to Nordic under law, equity, or contract, in addition to paying all outstanding invoices. The Early Termination Fee shall consist of: (1) Nordic's losses and costs incurred in liquidating its financial hedging instruments and terminating or liquidating its physical supply purchase obligations; and (2) an amount representing the positive difference (if any) between the price in effect at the time of the early termination less the forward market price (based upon a commercially reasonable estimate by Nordic), multiplied by the forecasted quantities of usage for the remainder of the term (forecasted quantities shall be based upon historical usage, as that term is defined in the Material Change section); and (3) in the event of a Material Change Termination, an amount representing the positive difference (if any) between the market price during the period in which the Material Change occurred less the price in effect during that same period, multiplied by either (a) in the event of a Material Change Termination resulting from excess usage, the quantity of usage in excess of 120% of the historical usage (as that term is defined in the Material Change section), or (b) in the event of a Material Change Termination resulting from a shortage in usage, the quantity of usage representing the positive difference (if any) between 80% of the historical usage (as that term is defined in the Material Change section) and the actual usage.

NORDIC SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS ARISING OUT OF, OR RELATING TO, ANY ACTION OR FAILURE TO ACT UNDER THIS AGREEMENT WHETHER OR NOT ARISING FROM EITHER PARTY'S NEGLIGENCE OR FAULT UNDER THIS AGREEMENT.

### **Forward Contract**

The Parties acknowledge and agree that this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code (the "Code"), and that Nordic is a forward contract merchant under this Agreement within the meaning of the Code.

### **Miscellaneous**

This Agreement, including the exhibit(s), constitutes the entire agreement of the parties for the sale and purchase of electric energy provided for herein and may be changed only by an agreement in writing. In the event of a conflict between this Agreement and the Exhibit A or Exhibit B Transaction Confirmation, the Exhibit A or Exhibit B Transaction Confirmation shall control. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire without regard to conflict of law principles. Only Nordic may assign this Agreement. This Agreement shall not be construed against either party by reason of its preparation. Any waiver of any terms of this Agreement shall not diminish the future enforceability of this Agreement. Customer agrees not to disclose any term of this Agreement to a third-party (other than Customer's affiliates, officers, directors, employees, lenders, counsel or accountants) except as necessary for Customer to perform its obligations herein or to comply with any applicable law, order, regulation or rule. If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of this Agreement. Customer shall be responsible for any and all costs, including but not limited to attorneys' fees and court costs, incurred by Nordic in order to enforce the terms of this Agreement.

Nordic shall not release confidential customer information without written authorization from the customer, unless otherwise required by law. Confidential customer information includes, but is not necessarily limited to, customer name, address, e-mail address, and telephone number; and individual customer payment information.

### **Notices**

Except as provided herein to the contrary, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which a party may desire to give to the other, shall be in writing and shall be considered duly delivered when received if sent by facsimile, same or next day delivery service, or as of the third business day after the postmark date when mailed by ordinary mail to the other party at the following address:

**Nordic Energy Services, L.L.C.  
Notices and correspondence, parcel  
deliveries**

Nordic Energy Services, L.L.C.

One Tower Lane, Suite 300

Oakbrook Terrace, IL 60181-4647

Phone: (877) 808-1022

License Number: \_\_\_\_\_

Internet Address: [www.nordicenergy-us.com](http://www.nordicenergy-us.com)

Email Address:  
[customerservice@nordicenergy-us.com](mailto:customerservice@nordicenergy-us.com)

\_\_\_\_\_

**Customer/notices and correspondence**

**Payments**

**Billings and statements (if different)**



Nordic Energy Services, L.L.C.

same as mailing

2999 Momentum Place  
Chicago, IL 60689-5329

All inquiries, questions, complaints or disputes may be directed to Nordic Energy Services, LLC, One Tower Lane, Suite 300, Oakbrook Terrace, IL 60181-4647 or by phone at 1-877-808-1022. Additionally, if you have questions about your rights and responsibilities, you may contact the PUC's Consumer Affairs Division at 1-800-852-3793.

The National Do Not Call Registry gives you a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for 31 days. You can register your home or mobile phone for free at [www.donotcall.gov/register/reg.aspx](http://www.donotcall.gov/register/reg.aspx), or by calling 1-888-382-1222.

This agreement is effective upon execution by Nordic and pending final credit approval by Nordic Energy Services, L.L.C.

In witness whereof, the parties hereto have executed this agreement as of the date herein below first written.

Seller: Nordic Energy Services, L.L.C.	Customer:
By:	By:
Print Name:	Print Name:
Title:	Title:
Effective Date:	Date:
Base Agreement #7936C	





# Exhibit A : Accounts to be Served on \_\_\_\_\_

<i>Customer Name:</i>		<i>Agreement #: 12378</i>
MAILING INFORMATION		BILLING INFORMATION
ATTN		same as mailing
STREET		
CITY/STATE/ZIP		
CONTACT PHONE Day/Evening		
CONTACT EMAIL		

Location Name	Account Number	Service Address	City	State	Zip Code	UCB(Y/N)

**Billing and Payment:**

This billing payment provision supersedes, replaces and amends the Billing and Payment provision in the Electric Sales Agreement.

**Dual Billing Option:**

If customer elects Dual Billing and account(s) are eligible for Dual Billing, Customer’s payment will be due on the date stated on Nordic’s bill. A late payment charge of one and a half percent (1.5%) per month or the maximum lawful rate, whichever is lower, shall be imposed on any past due balance. In the event that Customer requests a billing adjustment, Customer is obligated to pay all other amounts as invoiced. Upon reconciliation of a proposed billing adjustment Customer shall pay any additional amounts due to Nordic.

**Utility Consolidated Billing Option**

If customer elects Utility Consolidated Billing (UCB) and account(s) are eligible for UCB, Customer will receive one single bill from LDC for both the Nordic energy charges and the LDC delivery charges, including taxes and fees. Customer is responsible for paying each monthly bill to the LDC in full by the due date stated on the invoice. Should the LDC cease providing consolidated billing for your account Nordic Energy will bill you directly. You acknowledge that the LDC may provide us with your billing and payment information.



## Exhibit A : Accounts to be Served on \_\_\_\_\_

Regardless of billing option, Customer is responsible for any and all taxes, fees, licenses, penalties or charges ("taxes") imposed on or with respect to the electricity at or after the title transfer point(s), including any taxes enacted after the effective date of the agreement. In the event that Customer is exempt from the payment of any taxes, customer shall provide evidence of such exemption to Nordic. Title to all electricity sold hereunder shall transfer from Nordic to Customer at the LDC interface with the bulk electricity transmission system. Additionally, Nordic may bill estimates in advance of meter reads should Customer's meter be cycle read, or if measurements of actual usage are not received timely from the utility. Customer agrees to accept the measurements as determined by the LDC for purpose of accounting for the amount of power and energy provided by us under this contract.

If you do not pay your bill by the due date, Nordic may cancel this Agreement after giving you a minimum of ten (10) days written notice. Upon cancellation you will be returned to your LDC as a customer. You will remain responsible to pay Nordic Energy for any electricity usage before this Agreement is cancelled as well as any late payment charges. Nordic can elect to switch billing options under this Agreement at Nordic's sole discretion or if the customer is deemed ineligible for Dual or Utility Consolidated Billing.

By:
Print Name:
Title:
Date:



**Nordic Energy Services, L.L.C.**  
**Electric Sales Transaction Confirmation**

Customer: \_\_\_\_\_

**Exhibit B: Index LMP**

Base Agreement: \_\_\_\_\_

**AGREEMENT**

This Exhibit B Transaction Confirmation, by and between Nordic Energy Services L.L.C. ("Nordic") and \_\_\_\_\_ ("Customer"), effective as of the date signed by Nordic and indicated in the signature block hereof as "Effective Date", is made a part of the base Electric Sales Agreement, number \_\_\_\_\_ (agreement ID) between Nordic and Customer. Nordic shall sell and Customer shall purchase from Nordic on a firm basis 100% of Customer's electric energy for the accounts identified below, at the price and on the terms identified herein. Customer indicates below which accounts, if they meet \_\_\_\_\_'s [insert utility] (the "LDC") and Nordic's requirements, should be placed on the LDC's Utility Consolidated Billing (UCB) program.

**ACCOUNTS** This transaction Agreement shall apply to the following accounts in the LDC territory in \_\_\_\_\_ ("Accounts").

Account Number	Start Date *	Term	Service Address	City	Zip	UCB(Y/N)

\* Anticipated Start Date, based on Customer's meter read cycle, subject to change by the LDC.

**TERM**

This Exhibit B shall supersede any other exhibit currently in effect for the Accounts identified in this Transaction Confirmation. Service for the Accounts identified in this Transaction Confirmation shall commence on the first meter read date for the Accounts in the month of \_\_\_\_\_ (as determined by the LDC), but in no event shall service commence prior to the first meter read date after the LDC completes its processing and has accepted the delivery service request for the accounts. This Exhibit B Transaction Confirmation shall remain in effect for each Account through the LDC's scheduled meter read date for each respective Account in \_\_\_\_\_ 201\_. If the term of this Exhibit B goes beyond the then-current Anniversary Month for all other accounts (as determined in the Electric Sales Agreement), then the current term for all accounts identified on Exhibit A to the Electric Sales Agreement shall be extended until the next Anniversary Month.

The following Pass Through costs will be billed to Customer at an amount equivalent to the ISO-NE charges for the listed services (excluding any credits back to Nordic, the benefits of which have been considered by Nordic in determining the price): congestion, losses, ISO-NE or similar charges, but excluding RPS charges. Ancillary and Capacity Charges shall be calculated by Nordic in the manner outlined in the Electric Sales Agreement. In the event actual costs for Customer are not available then Nordic shall use its best efforts to estimate the actual cost. All charges identified below as "Included", other than the Energy Price, are subject to change in accordance with the Market Structure section of the Electric Sales Agreement. RPS charges shall be billed by Nordic, as established according to applicable laws and regulations in the State of New Hampshire. LDC distribution charges and applicable ISO-NE charges included on Client's delivery service bill from the LDC shall be Client's responsibility. Client acknowledges that the LDC requires more energy to be supplied to the control area than Client consumes at the meter(s).

**PRICE**

The Price for all electric energy sold hereunder shall be determined as follows, calculated hourly:

<b>Price (\$/kWh)</b>	LMP + _____
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*Load Zone Day Ahead Locational Marginal Prices plus the adder for the Applicable Delivery Point will be applied to metered usage, UFE, distribution losses and transmission losses by Account. Nordic will estimate when you use your power and apply the price based upon that usage time.*

Description of Charges	
Energy Price	Included
Transmission and Distribution Losses & UFE	Included
Imbalance Charges	Included
Ancillaries & ISO-NE Charges	Pass Through
Capacity	Pass Through
RPS Charges	Pass Through
Utility Charges	Not Included

In witness whereof, the parties hereto have executed this agreement as of the date herein below first written.	
Seller: Nordic Energy Services, L.L.C.	Customer:
By:	By:
Print Name:	Print Name:
Title:	Title:
Effective Date:	Date:



**Nordic Energy Services, L.L.C.**  
**Electric Sales Transaction Confirmation**

Customer: \_\_\_\_\_

Base Agreement: \_\_\_\_\_

**Exhibit B: neVolt**

**AGREEMENT**

This Exhibit B Transaction Confirmation, by and between Nordic Energy Services L.L.C. ("Nordic") and \_\_\_\_\_ ("Customer" or "Client"), effective as of the date signed by Nordic and indicated in the signature block hereof as "Effective Date", is made a part of the base Electric Sales Agreement, number \_\_\_\_\_ (agreement ID) between Nordic and Customer. Nordic shall sell and Customer shall purchase from Nordic on a firm basis 100% of Customer's electric energy for the accounts identified below, at the price and on the terms identified herein. Customer indicates below which accounts, if they meet \_\_\_\_\_'s [insert utility] (the "LDC") and Nordic's requirements, should be placed on the LDC's Utility Consolidated Billing (UCB) program.

**ACCOUNTS** This transaction Agreement shall apply to the following accounts in the LDC territory in New Hampshire ("Accounts").

Account Number	Base Price (\$/kWh)	Additional Costs	Start Date *	Term	Service Address	City	Zip	UCB(Y/N)
		See Below						

\* Anticipated Start Date, based on Customer's meter read cycle, subject to change by the EDC.

**TERM & PRICE**

This Exhibit B shall supersede any other exhibit currently in effect for the Accounts identified in this Transaction Confirmation. Service for the Accounts identified in this Transaction Confirmation shall commence on the first meter read date for the Accounts in the month of \_\_\_\_ (as determined by the LDC), but in no event shall service commence prior to the first meter read date after the LDC completes its processing and has accepted the delivery service request for the accounts. This Exhibit B Transaction Confirmation shall remain in effect for each Account through the LDC's scheduled meter read date for each respective Account in \_\_\_\_ 201\_. If the term of this Exhibit B goes beyond the then-current Anniversary Month for all other accounts (as determined in the Electric Sales Agreement), then the current term for all accounts identified on Exhibit A to the Electric Sales Agreement shall be extended until the next Anniversary Month. All charges identified below as "Included", other than the Energy Price, are subject to change in accordance with the Market Structure section of the Electric Sales Agreement. LDC distribution charges and applicable ISO-NE charges included on Client's delivery service bill from the LDC shall be Client's responsibility. Client acknowledges that LDC requires more energy to be supplied to the control area than Client consumes at the meter(s). Nordic's price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes.

The Price for all electric energy sold hereunder shall be determined as follows:

*Metered usage is multiplied by the Base Price to determine the neVolt cost, subject to the Market Structure language of the Electric Sales Agreement.*

Description of Charges	
Energy Price	Included
Transmission and Distribution Losses & UFE	Included
Ancillaries	Included
Capacity	Included
RPS Charges	Included
Utility Charges	Not Included

**Average Pricing**

Nordic is required to provide you the information in the following table, which shows the average price per kWh for electricity at different usage levels based upon the fixed rate set forth in this Exhibit B. You will be billed based on your actual usage at the applicable rate. The information in this table is only an example.

Average Monthly Use	250 kWh	500 kWh	750 kWh	1,000 kWh	Every 500 kWh thereafter
Average Price Per kWh	_____ ¢	_____ ¢	_____ ¢	_____ ¢	_____ ¢

In witness whereof, the parties hereto have executed this agreement as of the date herein below first written.	
Seller: Nordic Energy Services, L.L.C.	Customer:
By:	By:
Print Name:	Print Name:
Title:	Title:

Effective Date:	Date:
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