



March 20, 2018

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

Subject: CEPS Renewal Registration - First Point Power, LLC

Dear Sir/Madam,

Pursuant to New Hampshire Code of Administrative Rules, Part Puc 2003.01, First Point Power, LLC is submitting this application for the renewal registration as Competitive Electric Power Supplier (CEPS) New Hampshire. As a requirement of the renewal registration, all information required for the CEPS application under Puc 2003.01 and Puc 2006.01 are here within attached.

Find enclosed one original and two copies of the application. An electronic copy in PDF format has been sent via email to executive.director@puc.nh.gov.

Thank you for your time and consideration in this matter.

Sincerely,

Nathan Field

Nathan Field
Controller
First Point Power, LLC



Competitive Electric Power Supplier Application Form

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

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	First Point Power, LLC
	Trade Name (d/b/a) (if applicable)	First Point Power, LLC
Puc 2006.01(b)	Business Mailing Address	300 Jefferson Blvd., Suite 104 Warwick, RI 02888
	Telephone Number	401-684-1443
	E-Mail Address	info@firstpointpower.com
	Website Address	www.firstpointpower.com
	Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.
Puc 2006.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) ¹ if it is anything other than an individual. Use additional sheets as needed.	
	Name	Nathan Field
	Title	Controller
	Business Mailing Address	300 Jefferson Blvd., Suite 104 Warwick, RI 02888
	Telephone Number	401-314-3922
	E-Mail Address	nfield@firstpointpower.com
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	Email Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
E-Mail Address		

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



Affiliates and Subsidiaries		
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	N/A
	Business Address	N/A
		N/A
	Telephone Number	000- -
	Provide a description of the business purpose of the entity. N/A	
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission. N/A	
	Name of Entity	
	Business Address	
	Telephone Number	- -
Provide a description of the business purpose of the entity.		
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.		

² "Affiliate" means any of the following:

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



Customer Service Department Contact		
Puc 2006.01(f)	Name	
	Title	
	Toll-Free Telephone Number (if available)	888-875-1711
	Telephone Number	401-684-1443
	E-Mail Address	info@firstpointpower.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	
	Title	
	Business Mailing Address	300 Jefferson Blvd., Suite 104 Warwick, RI 02888
	Telephone Number	401-684-1443
	E-Mail Address	info@firstpointpower.com

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Nathan Field
	Title	Controller
	Business Mailing Address	300 Jefferson Blvd., Suite 104 Warwick, RI 02888
	Telephone Number	401-314-3922
	E-Mail Address	nfield@firstpointpower.com

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Nathan Field
	Title	Controller
	Business Mailing Address	300 Jefferson Blvd., Suite 104 Warwick, RI 02888
	Telephone Number	401-314-3922
	E-Mail Address	nfield@firstpointpower.com



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

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	<p>List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.</p> <p>PSNH - PUBLIC SERVICE CO. OF NEW HAMPSHIRE UES - UNITIL ENERGY SYSTEMS, INC. GSEC - GRANITE STATE ELECTRIC CO. NH ELECTRIC COOPERATIVE</p>
Puc 2006.01(m)	<p>Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.</p> <p>FIRST POINT POWER INTENDS TO SERVICE ALL RESIDENTIAL, SMALL, MEDIUM AND LARGE CUSTOMERS.</p>
Puc 2006.01(n)	<p>List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.</p> <p>RHODE ISLAND, MASSACHUSETTS, NEW HAMPSHIRE, CONNECTICUT, MAINE, DELAWARE, PENNSYLVANIA, MARYLAND, NEW JERSEY AND OHIO.</p>



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

(enter applicable states/jurisdictions in row just below)											
Complaint Type	CT	ME	MA	NH	RI	DE	MD	NJ	PA	OH	Total
	0	0	0	0	0	0	0	0	0	0	0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0



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

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

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



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

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

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

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

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

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p> <p><i>Nathan Field</i> _____ Signature of the applicant or its authorized representative</p> <p>Name: NATHAN FIELD</p> <p>Title: CONTROLLER</p>	<p>03/20/2018 _____ Date</p>

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



Exhibit 1

Secretary of State Filing

PUC 2006.01(h)

PUC 2006.01(i)

(/online/Home/)  Back to Home (/online)

Business Information

Business Details

Business Name: FIRST POINT POWER, LLC	Business ID: 680007
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 10/15/2012	Name in State of Formation: FIRST POINT POWER, LLC
Date of Formation in Jurisdiction: 10/15/2012	
Principal Office Address: 300 Jefferson Blvd., Suite 104, Warwick, RI, 02888, USA	Mailing Address: 300 Jefferson Blvd., Suite 104, Warwick, RI, 02888, USA
Citizenship / State of Formation: Foreign/Rhode Island	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Perpetual	
Business Email: peter@firstpointpower.com	Phone #: 401-684-1443
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / First Point Power is a competitive electricity supplier.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: 0 New England Agents, Inc.

Registered Office Address: 159 Main Street S100, Nashua, NH, 03060, USA

Registered Mailing Address: Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

Filing History	Address History	View All Other Addresses	Name History	Shares
Businesses Linked to Registered Agent		Return to Search	Back	

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#).

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Exhibit 2

NE ISO Membership

PUC 2006.01(j)

[SEARCH](#)[CALENDAR](#)[LIBRARY](#)[HELP](#)[SIGN UP](#)[SIGN IN](#)[About Us](#)[Participate](#)[Committees and Groups](#)[System Planning](#)[Markets and Operations](#)[Participate](#) > [Participant and Asset Listings](#)

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: First Point Power, LLC

300 Jefferson Blvd
Suite 104
Warwick, RI 02888

Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
51284	Supplier	Participant	Market Participant		Y

Committee Members

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
NEPOOL Markets Committee	Peter Schieffelin		Member	Member
NEPOOL Participants Committee	Peter Schieffelin		Member	Member

COMMITTEE NAME	MEMBER NAME	TITLE	POSITION	ROLE
NEPOOL Reliability Committee	Peter Schieffelin		Member	Member
Transmission Committee	Peter Schieffelin		Member	Member

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](#)

[ISO Express](#)

MARKETS AND OPERATIONS FORECASTING

[Morning Report](#)

[Seven-Day Forecast](#)

[Three-Day Forecast](#)

[Power System Status](#)



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Exhibit 3

EDI Certificates

PUC 2006.01(k)

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

is hereby granted to:

First Point Power, LLC

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



Granted: 02/13/13

Aaron Downing

Aaron Downing
PSNH Supplier Services



**Public Service
of New Hampshire**

A Northeast Utilities Company

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

Date 02/13/13

First Point Power, LLC
1485 S. County Trail
East Greenwich, RI 02818

Dear Peter Schieffelin,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and First Point Power, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as First Point Power, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

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

Sincerely,

Aaron Downing
PSNH Supplier Services



175 East Old Country Road, Hicksville, New York 11801

February 8, 2013

New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2420

To Whom It May Concern:

This letter is in regard to First Point Power, LLC an Energy Service Company (ESCO).

First Point Power, LLC has successfully completed all necessary requirements and technical specifications to conduct business with National Grid. They have been authorized and can conduct business within the National Grid (Granite State Electric) New Hampshire region effective February 8, 2013. They currently utilize EC Infosystems, Inc as their EDI provider.

Regards,

Sergio Smilley
Senior Analyst

Supplier Services/Customer Choice
175 East Old Country Road
East Bldg. Ground Floor
Hicksville, NY 11801
Off: 516-545-2468
Fax: 516-545-3250



Unitil

Unitil Energy Systems, Inc.

Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UBS)

Issued to: First Point Power, LLC
Represented by: Peter Schieffelin

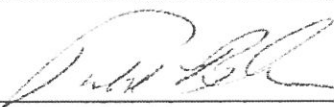
Issued by: Unitil Energy Systems
Represented by: Todd Bohan, Energy Analyst

Date: February 26, 2013

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and First Point Power, LLC. As of February 25, 2013, Unitil Energy Systems does hereby declare First Point Power, LLC 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

First Point Power, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. First Point Power, LLC 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

Date 2/26/13

Todd Bohan
Energy Analyst II
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
supplierservices@unitil.com



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



Test Acceptance Form

April 21, 2016

The undersigned agree that First Point Power, LLC and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "LDC" option on April 21, 2016.

Subject to continuation of bilateral agreements between First Point Power, LLC and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, First Point Power, LLC 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: First Point Power, LLC

Competitive Supplier Business Contact Signature: [Signature]

Date of Test Acceptance: 4/28/2016

Competitive Supplier Technical Contact Signature: [Signature]

Date of Test Acceptance: 4/28/2016

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: William Bayard

Date of Test Acceptance: 4/21/2016

Distribution Company Technical Contact Signature: Mark A. Patten

Date of Test Acceptance: 4/21/2016



Exhibit 4

Residential and Small Commercial Contract and Terms of Service

PUC 2006.01(w)



ELECTRICITY SALES AGREEMENT

GENERAL INFORMATION

Date:

Marketer Name:

CUSTOMER INFORMATION

Customer:

FEIN/TIN/SSN:

DBA (if applicable):

BILLING AND NOTICE INFORMATION

Address:

City:

Address 2:

State:

Zip:

CONTACT INFORMATION

Contact Name:

Contact Title:

Email {required}:

Phone:

PRODUCT INFORMATION

Product: Fixed Rate

Term (months):

Contract Price (\$/kWh):

Start Date (mm/yyyy): ____ / ____ / ____

Billing Type: LDC Consolidated

End Date (mm/yyyy): ____ / ____ / ____

ELECTRICITY ACCOUNT(S)

No.	Account Number	Utility	Taxable Status
1			<input type="checkbox"/> Exempt form attached; exempt % ____
2			<input type="checkbox"/> Exempt form attached; exempt % ____
3			<input type="checkbox"/> Exempt form attached; exempt % ____
4			<input type="checkbox"/> Exempt form attached; exempt % ____

EXECUTION AND EFFECTIVENESS

This Electricity Sales Agreement ("ESA"), upon execution is a legally binding contract between First Point Power, LLC, a competitive electric power supplier ("CEPS") licensed by the NH PUC, and Customer and shall incorporate the above electricity accounts, Attachment A – Accounts (if applicable), and shall be subject to the Terms and Conditions between First Point Power, LLC and Customer (collectively the "Agreement"). Capitalized terms have the meanings set out in the Terms and Conditions, unless the context clearly requires otherwise. The Agreement is not valid until fully executed by both Parties. The purpose of this Agreement is to authorize a change in Customer's CEPS.

Each Party represents and warrants that it has the necessary legal authority and/or corporate authority, to enter into this Agreement and to perform each duty and obligation imposed by the Agreement. Each Party represents that each individual affixing a signature to this Agreement has been duly authorized to execute this Agreement on behalf of the Party that he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of the Party has been created, and the he, she or it has made an independent decision to enter into the Agreement and as to whether this Agreement is appropriate or proper based upon his, her or its own judgement and is capable and prepared to assume such risks.

By:

Customer: _____

Signatory Name: _____

Signature: _____

Title: _____

Date: _____

By:

Supplier Name: First Point Power, LLC

Signatory Name: _____

Signature: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. **DEFINITIONS.** The electricity account(s) in the Agreement are referred to herein individually as an “**Account**”, and collectively as the “**Account(s)**.” “**Change in Law**” means any new Laws, or any change, modification, or change in interpretation or application of any Laws (including but not limited to: changes to rates, formula rate calculations, inputs, percentages, forecasts, or variables. “**Commercial Account**” means an Account classified by the NH PUC or applicable LDC tariffs as not residential. “**CEPS**” means competitive electric power supplier. “**ESA**” means the Electricity Sales Agreement executed under this Agreement. “**Financial Assurance**” means (a) collateral, in the form of either cash, a guarantee, an increase in the amount of guarantee currently held by FPP guaranteeing Customer’s obligations under this Agreement, letter(s) of credit, or other security acceptable to FPP, in an amount acceptable to FPP; (b) FPP requiring pre-payment from Customer for electric service provided under this Agreement, with terms to be determined by FPP in its sole discretion; or (c) FPP requiring an accelerated payment schedule with terms to be determined by FPP in its sole discretion. “**Historic KWH Usage**” means Your KWH usage in the immediate preceding 12 months from the date of this Agreement. “**ISO**” means the independent system operator or regional transmission organization responsible for the service territory governing an electricity account or any successor or replacement entity. “**KWH**” means the amount of electrical energy (expressed in kilowatt hours) purchased by You under the terms of this Agreement. “**Laws**” means any law, rule, order, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, LDC tariff, ISO tariff, rule of any commission or jurisdiction in the state in which an Account is located, or rule by the Federal Energy Regulatory Commission. “**LDC**” means the Account’s local electricity distribution company. “**NH PUC**” means the New Hampshire Public Utilities Commission. “**Non-indexed Variable Rate**” is a non-indexed rate, which may fluctuate each month, and has no cap or limit in its variation month to month. “**Residential Account**” means an Account classified by the NH PUC or applicable LDC tariffs as residential. “**Small Commercial Account**” means an Account classified by the NH PUC or applicable LDC tariffs as small commercial.
2. **PRICE.** The Contract Price is listed in the ESA. All costs are conditioned on Laws in place on the date of this Agreement and are subject to Section 11 Change in Law.

Cost Type	Description
Energy costs	Included
Capacity costs	Included
Line loss costs	Included
Ancillary / Other ISO costs	Included
RPS costs	Included
Winter reliability costs	Included

3. **BILLING AND PAYMENT.** If We bill You through the LDC consolidated billing program (“LDC Consolidated”), payment is due in accordance with the LDC’s rules and in the event Your LDC does not accept payment, or the Account(s) are terminated, suspended or withdrawn from the billing program, We, at Our sole option, may: (i) bill You separately for the electric supply You receive from Us, including any applicable charges, or (ii) terminate this Agreement as to some or all of the Account(s) and switch such Account(s) to Your LDC’s standard service, whether default service or otherwise. If We bill You separately (“Dual Billing”) for Our charges,

payment is due within fifteen (15) days of the date on the invoice, and if payment is not received within such fifteen (15) day period, it is considered late. For Dual Billing, late payments or partial payment balances will be subject to a late fee of 2.00% per month, or the maximum rate allowable by law, whichever is less. Under LDC Consolidated, a late payment charge will be assessed at the same rate and in the same manner that Your LDC applies late payment charges to its unpaid charges. You shall reimburse FPP for any collection fees We incur in collecting Your outstanding invoices, the ETF, and any amounts due and owing. You are still responsible for paying all applicable taxes, and all applicable LDC charges including, but not limited to transmission and distribution charges, as well as system benefits charges and stranded cost recovery charges. We shall charge, and You shall be responsible for, any applicable taxes unless and until You provide Us proper and complete proof of tax exempt status. We do not offer budget billing. You may contact Your LDC using the contact information provided in Section 12 for information on the LDC’s budget billing offerings.

4. **CUSTOMER PARAMETERS.** The Contract Price specified in the Agreement is conditioned on Your representation (i) that You do not own or utilize any on-site generation or renewable energy, including but not limited to energy storage capabilities, waste-to-energy, solar power, co-generation, and wind power (“On-Site Generation”); and (ii) there will not be a Customer Change, defined as a material change in (A) Your KWH usage during this Agreement compared to Your Historic KWH Usage, (b) the operations of the Customer, or (D) the characteristics of any or all the Accounts. If during this Agreement You intend install On-site Generation or You expect there to be a Customer Change, You agree to provide Us at least forty-five (45) days’ prior written notice. You acknowledge and understand any use by You of On-site Generation, and/or any Customer Change, determined solely by Us in a commercially reasonable manner, without Our prior written consent, is in material breach of this Agreement. In the event of a default pursuant to this Section, We reserve the right to (i) terminate this Agreement, and invoice You the ETF; (ii) issue You a separate monthly invoice for the economic effects of the foregoing; or (iii) change Your rate for the remainder of the Term to a rate that covers the economic effects of the foregoing or list such costs as a separate line item on Your monthly invoice.

5. **TERM AND EXPIRATION.** We shall employ Our best efforts to enroll each Account at the start of the Term and You shall employ Your best efforts to cooperate with Our efforts to enroll each Account, including but not limited to, You providing Us with a copy of an electricity bill prepared by Your LDC for each Account within the prior fifty (50) days of Our request. You understand the exact start of the Term for each Account is determined by Your LDC’s actual meter read dates. We shall not be held liable if an LDC actual meter read date causes Your service to start with Us on a date that is not exactly consistent with the beginning of the Term for each Account. We shall not be held liable for not enrolling any Account if such failure was due to any cause beyond Our control. If following termination of this Agreement or conclusion of the Term (whether in whole or in part), for any reason, some or all of the Account(s) remain on Our service, We may continue to service such Account(s) on Our month-to-month Non-Indexed Variable Rate (“Automatic Extension Term”). Either Party may choose to terminate any Account during the Automatic Extension Term at any time within its discretion and You shall provide Us notice of any such request You have at which time We will drop each Account as of the next available, scheduled LDC meter read date to the then applicable tariff service,

TERMS AND CONDITIONS

whether default service or otherwise, by contacting Us via means outlined in Section 12. We shall not be held liable for not dropping any Account if such failure was due to any cause beyond Our control. No less than 45 days and no more than 60 days prior to the End Date, We shall provide You notice regarding end of the contract and options moving forward, including renewal options.

- 6. EARLY TERMINATION FEE.** The Early Termination Fee (ETF) shall be calculated solely by Us, in a commercially reasonable manner, using the below methodology. In addition to any ETF, You shall pay Us costs We incur in collecting amounts You owe under this Agreement, including but not limited to attorneys' fees, expenses, and court costs. You are still responsible for paying Us any amounts due and owing whether invoiced or not.

- 6.1.** For each Residential Account: \$100.00 per Account.
- 6.2.** For each Account that is not a Residential Account: the ETF shall be calculated as the positive dollar amount, if any, of the Contract Price less the market price of serving the Account for the remainder of the Term from the effective date of termination for the Account.

- 7. TERMINATION BY CUSTOMER.** You have the right to change Your CEPS at any time and with no advance notice requirement, subject to payment of the termination fees described in this Agreement. In the event that You terminate this Agreement prior the conclusion of the Term, You shall pay the applicable ETF to Us. You may terminate this Agreement before the conclusion of the Term without paying an ETF if We are in material default of any of Our obligations under this Agreement and You provide Us written notice of such default, and such default continues for forty-five (45) days after We receive written notice from You. You shall remain responsible for payment of all outstanding and undisputed charges for electricity delivered and service rendered prior to the effective date of termination of this Agreement. You may contact Us via means described in Section 12 to cancel this Agreement.

- 8. TERMINATION BY FPP.** FPP reserves the right to terminate service under this Agreement and invoice you the ETF if You default under this Agreement. You are in default if: You (i) fail to pay Us all amounts due within fifteen (15) days of the due date ("Non-Payment"); (ii) have made or make any warranty or representation to FPP that is, at any applicable time, false or misleading; (iii)(A) make an assignment for the benefit of creditors, (B) file a petition or otherwise authorize the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or have such petition filed against You, (C) otherwise become bankrupt or insolvent, or (D) are unable to pay Your debts as they fall due; (iv) fail to provide Us with Financial Assurance under Section 13. Assurances; (v) enter into a merger with, or sell all or substantially all of Your assets to, another entity that fails to assume Your obligations under this Agreement; (vi) are in any other material default of any of Your obligations under this Agreement; (vii) have, on two or more occasions, defaulted during this Agreement without the prior written consent of FPP, regardless whether such default was remedied or not; or (viii) have been removed from LDC Consolidated for any reason. We shall provide You written notice if You default under this Agreement, at which time You have fifteen days (15) days to remedy such default. FPP may cancel this Agreement even if a breach under this section is cured by the Customer. If this Agreement is terminated pursuant to Section 4 or if there is a

Change in Law, FPP may, in its sole discretion, cancel this Agreement after providing You at least thirty (30) days' advanced written notice.

- 9. INFORMATION AUTHORIZATION.** You authorize Us to obtain and review information regarding Your credit history, including but not limited to information on file with credit-reporting agencies or otherwise. You authorize Us to obtain and review information pertaining to the Account(s) from the LDC, which includes but is not limited to: electricity account number, phone number, address, meter-read dates, service data, rate-class data, electric consumption history, billing determinants, and payment history. You authorize Us to obtain copies of current and historical electric bills pertaining to the Account(s) directly from the LDC for a period of up to ninety (90) days after the Term or Automatic Extension Term, whichever is greater. We may use such information to determine whether to begin or to continue to provide You with energy supply service, and to bill and collect monies owed to Us. You authorize Us to obtain copies of tax exempt forms pertaining to the Account(s) directly from the LDC for a period of up to thirty-six (36) months after the Term or Automatic Extension Term, whichever is greater. Both Parties will keep all information regarding this Agreement and the other Party confidential; provided, however We may share some information with our sales partners including, but not limited to meter-read dates, payment history, and electric consumption history. By accepting the terms of service, You affirmatively consent to the LDC sharing billing and payment information with Us, including Your participation in budget billing or extended payment arrangements.

- 10. ASSIGNMENT.** This Agreement shall extend to and be binding upon Our respective successors and permitted assignees; provided, however, that You may not assign this Agreement without Our prior written consent, which shall not be unreasonably withheld. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, We may assign Our rights and obligations hereunder to an affiliate of FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or to a competitive supplier licensed to do business in Your state. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligations hereunder. If we transfer or sell the right to serve the Account(s) under this Agreement, You may cancel this Agreement without penalty.

- 11. CHANGE IN LAW.** This Agreement is subject to all present and future, valid and applicable Laws. In the event of a Change in Law, We may, in Our sole discretion, pass through or allocate, as the case may be, the economic effects of such change(s) by (i) issuing You a separate monthly invoice for the cost(s); or (ii) changing Your rate for the remainder of the Term to a rate that covers the economic effects of the Change in Law(s) or by listing such cost(s) as a separate line item on Your monthly invoice.

- 12. CONTACT INFORMATION.** You may reach Us by (i) phone at (888) 875-1711; (ii) email at enroll@firstpointpower.com; or (iii) mail at 300 Jefferson Blvd., Ste. 104, Warwick, RI 02888. Our website is www.FirstPointPower.com. You agree to accept notices in electronic format as the primary method of communication. Should You wish to change Your preferred method of communication You agree to submit such request to Us in writing. For emergencies, outages, and equipment

TERMS AND CONDITIONS

service, contact Your LDC by means outlined here: Eversource Energy (PSNH) at 1-800-662-7764; Liberty Utilities at 1-800-375-7413; New Hampshire Electric Co-op at 1-800-343-6432; Unitil Energy Systems at 1-800-852-3339.

13. ASSURANCES. If at any time during the Agreement, (i) FPP has reasonable basis to believe Your creditworthiness or Your ability to perform Your obligations under this Agreement have become unsatisfactory; or (ii) or any Financial Assurance held by Us has, in Our reasonable discretion, become unsatisfactory; then We shall be entitled to request You provide Us with Financial Assurance (including replacement or additional replacement Financial Assurance) and You shall have five (5) business days from such request to provide Us with the requested Financial Assurance. The posting or amount of any Financial Assurance hereunder shall be subject to any applicable Laws and any limitations imposed by applicable Laws.

14. DISPUTE RESOLUTION. In the event of a disagreement involving the terms of this Agreement, the Parties will use best efforts to resolve the dispute and shall use commercially reasonable means to mitigate its effects. You may contact Us via means outlined in Section 12 regarding any disputed bill, stating the reason for the dispute, within twenty (20) days of receiving the bill and You agree to pay the undisputed portion of the bill. If You do not notify Us in writing of a disputed bill within 60 days after the due date, the dispute is deemed waived. Disputes that cannot be resolved may be referred to the New Hampshire Public Utilities Consumer Affairs Division ("NH PUCAD"). You may contact the NH PUCAD (i) by phone at 1-800-852-3793 or 1-603-271-2431, Monday through Friday, 8:00am to 4:30pm; (ii) by mail at New Hampshire Public Utilities Commission Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429; (iii) or by website at <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>.

15. FORCE MAJEURE. Except for Your obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a Party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or Your LDC which result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder. The affected Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

16. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT. THE REMEDY IN ANY CLAIM OR SUIT ARISING OUT OF THIS AGREEMENT WILL BE SOLELY LIMITED TO DIRECT ACTUAL DAMAGES, PROVIDED THAT IN NO EVENT SHALL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE DIFFERENCE BETWEEN THE REASONABLE PRICE OF REPLACING ANY

UNDELIVERED ELECTRICITY AND THE PRICE OF ELECTRICITY UNDER THIS AGREEMENT. OUR LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR AVERAGE MONTHLY INVOICE FOR ELECTRICITY SUPPLY SERVICE DURING THE PAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING TERMINATION OF THIS AGREEMENT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

17. WARRANTIES. You warrant and represent (i) every Account supplied under this Agreement is a Residential Account or a Small Commercial Account; (ii) if You are a city, town or municipality, You are a duly authorized representative and all such persons as required to be signatories to or otherwise execute this Agreement under the laws of the city, town or municipality and have executed and are authorized to execute this Agreement in accordance with such laws; (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by You or, to Your knowledge, threatened against You or any Account; (iv) there will be no material change to the operations of the Customer; (v) there will be no material change in Your KWH usage during this Agreement compared to Your Historic KWH Usage; and (v) there will be no material change to the characteristics of any or all the Account(s).

18. MISCELLANEOUS. This Agreement sets forth the entire agreement between the Parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by authorized representatives of both Parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. The Parties acknowledge and agree that this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code. Each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury including without limitation, death, tangible property damage or any other damages arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity provided pursuant to this Agreement that the indemnifying Party caused due to its negligence, willful misconduct, or any action or inaction which gives rise to any liability. No delay or failure by Us in enforcing any part of this Agreement shall be deemed a waiver of any of Our rights or remedies. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. This Agreement and all matters arising out of or relating to it shall be governed and construed in accordance with the laws in which any Account is located, without regard to any conflicts-of-law principle that directs the application of another jurisdiction's laws. If



TERMS AND CONDITIONS

the matter at issue involves Accounts or matters in more than one state, the governing jurisdiction and venue shall be deemed to be Rhode Island.

19. ENVIRONMENTAL DISCLOSURE STATEMENT. You may find our Environmental Disclosure Label on our website, www.FirstPointPower.com.

20. RESCISION PERIOD. You have the right to cancel this Agreement without penalty within five (5) business days after the date this Agreement is sent to You electronically or via mail. To rescind this Agreement, submit such request to Us (i) by email at enroll@firstpointpower.com; (ii) by phone at 1-888-875-1711; or (iii) in writing Us at First Point Power, LLC, 300 Jefferson Blvd., Ste. 104, Warwick, RI 02888.

21. DO NOT CALL REGISTER. You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number You wish to register.

22. LOW-INCOME ASSISTANCE: Eligible low-income residential customers may qualify for discounted electric rates from the LDC or electric assistance from the State. For more information, contact Your LDC or visit the New Hampshire Public Utilities Commission website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. You may also call 211 or visit their website at 211nh.org for a list of available services in New Hampshire. FPP cannot guarantee a lower electricity rate against specialized utility rates, such as those for low income eligible customers.



Exhibit 5

Financial Security Instrument

PUC 2003.01(b)(2)

THE HANOVER INSURANCE COMPANIES

CONTINUATION CERTIFICATE

Principal:

First Point Power, LLC
300 Jefferson Blvd, Suite 104
Warwick, RI 02888

Bond No.: 1954122

Date: March 12, 2018

Continuation Effective Date:

From: June 4, 2018 **To:** June 4, 2019

Obligee:

New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301

Agent:

Rose & Kiernan, Inc.
99 Troy Road
East Greenbush, NY 12061

Bond Amount: \$500,000.00

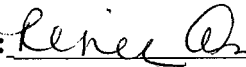
Premium: \$10,000.00

It is hereby agreed that the captioned numbered Bond is continued in force in the above amount for the period of the continued term stated above and is subject to all the covenants and conditions of said Bond.

This continuation shall be deemed a part of the original Bond, and not a new obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

The aggregate liability of **THE HANOVER INSURANCE COMPANY** from the date of the issuance of said Bond to the date of the expiration of this certificate shall not exceed the sum written above.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date."

By: 
Renee A. Manny, Attorney-In-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kevin J. Garrity, John F. Murray, Jr., Renee A. Manny and/or Jennifer Susan Vanat

Of **Rose & Kiernan, Inc. of Greenbush, NY** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of February, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche, EVP and President

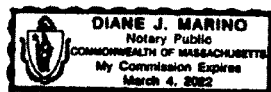


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 8th day of February, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of March 2018

CERTIFIED COPY

Theodore G. Martinez, Vice President

Bond Rider

New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301

To be attached to and form part of **Bond Number** 1954122

First Point Power, LLC

issued to _____

New Hampshire Public Utilities Commission

in favor of _____

described as _____

Licensed Electricity Supplier to the Public

Effective date of Rider 6/4/2018

The Principal and Surety hereby consent to changing the referenced bond as described below:

☐ Address changed to

☐ Bond term changed to

☐ Name changed to

☒ Bond penalty changed to \$500,000.00

☒ Other change Add the following clause to bond form

"The New Hampshire Public Utilities Commission may submit a claim under this financial security instrument if and when the Principal has failed to make required payment(s) and /or payment arrangements in accordance with the terms and conditions of an order issued by the New Hampshire Public Utilities Commission."

Said bond shall be subject to all its terms, conditions and limitations, except as herein modified.

In witness whereof, The Hanover Insurance Company has caused this instrument
to be signed by its duly authorized Attorney-in-Fact this 12th day of March, 2018.

By: Renee A. Manny
Renee A. Manny, Attorney-in-Fact

Distribution copy to:

First Point Power, LLC
300 Jefferson Blvd, Suite 104
Warwick, RI 02888

Rose & Kiernan, Inc
99 Troy Road
East Greenbush, NY 12061

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kevin J. Garrity, John F. Murray, Jr., Renee A. Manny and/or Jennifer Susan Vanat

Of **Rose & Kiernan, Inc. of Greenbush, NY** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty Five Million and No/100 (\$35,000,000) in any single instance


That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

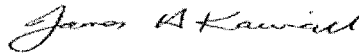
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 8th day of February, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

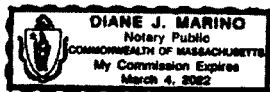


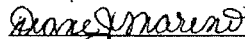
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 8th day of February, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

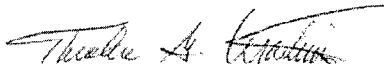



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of March 2018

CERTIFIED COPY


Theodore G. Martinez, Vice President