

**NEXTERA ENERGY SERVICES NEW HAMPSHIRE, LLC  
RESIDENTIAL ELECTRICITY SALES AGREEMENT AND TERMS OF SERVICE  
FIXED OR VARIABLE PRICE PRODUCT PLAN**

This Electricity Sales Agreement and the following are the Terms of Service are for the purchase of residential electricity from NextEra Energy Services New Hampshire, LLC ("NextEra Energy Services") under a fixed or variable price product plan. Your contract governing this purchase of residential electricity consists of this Electricity Sales Agreement, the Disclosure Statement, the Terms of Service, and your telephonic, written or electronic authorization to initiate service and begin enrollment with NextEra Energy Services ("Letter of Authorization") (collectively, the "Agreement"). As your Competitive Electricity Provider ("CEP"), NextEra Energy Services will arrange for the delivery of electricity from your electric distribution company ("EDC") to your service location pursuant to this Agreement. The words "we," "us," and "our" also refer to NextEra Energy Services, and the words "you" and "your" refer to you, our customer.

**Disclosure Statement**

This Disclosure Statement provides a summary of certain terms and conditions of this Agreement, as required by the New Hampshire Public Utility Commission. Additional provisions governing these terms and conditions apply and are included in the Terms of Service below.

<b>Electric Distribution Company:</b>	[ <b>Public Service Company of New Hampshire (PSNH) / Granite State Electric Company (dba Liberty Utilities) / Unitil Energy Systems, Inc. (UES)</b> ] is your electric distribution company (EDC) who will continue to distribute electricity to your service address and bill you for EDC charges and our charges.
<b>Price Plan:</b>	[ <b>Fixed / Variable</b> ]
<b>Price and Method of Calculation:</b>	<p>[ <b>Fixed Price Product:</b> You will pay a fixed price during the Initial Term (defined below) of \$0._____ per kilowatt hour (kWh). There is no monthly base charge. Your price covers your cost for energy commodity (all generation sources), scheduling, capacity, settlement and other ancillary services. Your price does not include any other charges including, but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, all other EDC charges, fees and assessments, and taxes. In the event of certain changes in law or regulation, you may be required to pay additional pass-through charges, as provided in the Terms of Service. After the end of your Initial Term (as indicated in the section below), this Agreement will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion. The section called "Pricing" below in the Terms of Service below describes how your fixed price is subject to change based on the imposition of certain fees or costs, and how we use various factors to determine your variable price. ]</p> <p>[ <b>Variable Price Product:</b> You will pay an <b>initial</b> variable price of \$0._____ per kilowatt hour (kWh). There is no monthly base charge. Your price may be higher or lower each month at our discretion. The section called "Pricing" in the Terms of Service below describes how we use various factors to determine your variable price. Your price covers your cost for energy commodity (all generation sources), scheduling, capacity, settlement and other ancillary services. Your price does not include any other charges including, but not limited to, the price of transmission and</p>



	distribution, the system benefits charge, stranded cost recovery charge, all other EDC charges, fees and assessments, and taxes. In the event of certain changes in law or regulation, you may be required to pay additional pass-through charges, as provided below in the Terms of Service. ]														
Average Prices:	<p>The information in the following table is required by the New Hampshire Public Utilities Commission and shows the average price per kWh for electricity at different usage levels where a supplier imposes a flat fee or charge, such as a monthly customer service charge, in addition to your price per kWh. You will be billed based on your actual usage at the applicable fixed or variable rate. The information in this table only provides examples.</p> <table><tr><td>Average Monthly Use</td><td>250 kWh</td><td>500 kWh</td><td>750 kWh</td><td>1,000 kWh</td><td>1,500 kWh</td><td>2,000 kWh</td></tr><tr><td>Average price per kWh</td><td>___ ¢</td><td>___ ¢</td><td>___ ¢</td><td>___ ¢</td><td>___ ¢</td><td>___ ¢</td></tr></table> <p>If all the prices are the same irrespective of how much electricity you use, then there is no monthly service charge for this product. See further information regarding the price in the previous Section of this Disclosure Statement.</p>	Average Monthly Use	250 kWh	500 kWh	750 kWh	1,000 kWh	1,500 kWh	2,000 kWh	Average price per kWh	___ ¢	___ ¢	___ ¢	___ ¢	___ ¢	___ ¢
Average Monthly Use	250 kWh	500 kWh	750 kWh	1,000 kWh	1,500 kWh	2,000 kWh									
Average price per kWh	___ ¢	___ ¢	___ ¢	___ ¢	___ ¢	___ ¢									
Initial Term:	<p>[ Fixed Price Product: ____ Months. ] [ Variable Price Product: Month-to-Month. ]</p> <p>You are obligated to purchase electricity from us during the initial term. Your right to switch to another CEPS is subject to the terms of this commitment.</p>														
Right of Rescission and Process:	<p><b>Your right to cancel this Agreement depends upon how we transmit the Agreement, including the terms of service, to you. If we provided this Agreement to you in person or by electronic delivery, you have 3 business days from the date of personal or electronic delivery to rescind your authorization. If we provided this Agreement to you above via the United States postal service, you have 5 business days from the postmarked date to rescind your authorization. To do so, you may call us toll-free at 800-882-1276, you may fax us toll-free at 800-627-8813 during the customer service hours referenced above or you may email us at the email address set forth below.</b></p>														
Early Termination Fee:	<p>[ Fixed Price Product: \$25 multiplied by the number of whole or partial calendar months remaining in the Initial Term of your Fixed Price Product, as such number is determined at the time of your termination. ] [ Variable Price Product: There is no early termination fee. ]</p>														
Late Payment / Returned Check Charges:	<p>Late Payment: The lesser of one and one-half percent (1.5%) per month or the interest rate posted in your EDC’s tariff. NSF/Returned Checks: \$25 fee per transaction. Payments are due on the date determined by your EDC and stated on the EDC bill.</p>														
Deposits:	<p>You will be subject to credit qualification. In some cases, we may require you to first post a deposit before you can obtain energy supply from us. If you are required to post a deposit, you will earn interest on the deposit at the prime rate as reported by the Wall Street Journal in accordance with the rules of the New Hampshire Public Utilities Commission. Please refer to “Credit and Deposits” below in the Terms of</p>														



	Service for further information.
<b>Renewal Process:</b>	Unless you provide at least thirty (30) days' prior notice of your desire to cancel this Agreement at the end of the Initial Term either by email, fax or mail at the contact information set forth below, your contract with us will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion. At the end of your Initial Term, you may also select a new Fixed Price Plan by enrolling at <a href="http://www.nexteraenergyservices.com">www.nexteraenergyservices.com</a> , subject to eligibility requirements and availability.
<b>Low Income Bill Payment Assistance:</b>	<p>Please contact your EDC to obtain information about social service agencies and programs that are available to low income customers for bill payment assistance. These agencies include The Electric Assistance Program (EAP), which can help income eligible customers pay their electric bills by providing discounts range from 7% to 70%, depending on income and household size.</p> <p>For more information, please go to the following website:</p> <p><a href="http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm">http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm</a>;</p> <p>or go to this website, find the correct telephone number and call your local Community Action Agency :</p> <p><a href="http://www.puc.nh.gov/Consumer/communityactionagencies.htm">http://www.puc.nh.gov/Consumer/communityactionagencies.htm</a></p>
<b>Our Contact Information:</b>	<p>NextEra Energy Services New Hampshire, LLC  20455 State Highway 249, Suite 200  Houston, TX 77070  1-800-882-1276  <a href="mailto:custserv@nexteraenergyservices.com">custserv@nexteraenergyservices.com</a></p>
<b>Dispute Resolution:</b>	If you have a billing or other dispute involving our service, please contact our Customer Service Department at the contact number provided above or emailing <a href="mailto:custserv@nexteraenergyservices.com">custserv@nexteraenergyservices.com</a> . You may contact the New Hampshire Public Utilities Commission Consumer Affairs Division at 800-852-3793 if you have questions about your rights and responsibilities.
<b>Confidential Information:</b>	We will not release confidential customer information without written authorization from you. Confidential customer information includes, but is not limited to your name, address, e-mail address and telephone number; and your individual customer payment information.
<b>Do-Not-Call Registry:</b>	<p>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 thirty one (31) days. You can register online at <a href="http://www.donotcall.gov">http://www.donotcall.gov</a> or by phone, toll-free by calling 888-382-1222, TTY 866-290-4236 from the telephone number you wish to register. Registration is free. Telephone numbers placed on the National Do-Not-Call Registry will remain on it permanently due to the Do-Not-Call Improvement Act of 2007. For more information about the National Do-Not-Call Registry visit <a href="http://www.ftc.gov/bcp/edu/pubs/consumer/alerts/alt107.shtm">http://www.ftc.gov/bcp/edu/pubs/consumer/alerts/alt107.shtm</a>. Please note,</p>

	however, that we may contact you by telephone regarding your electric supply account with us even if you do place your telephone number on this Registry.
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## Terms of Service

### **Disclosure of Risks and Costs Associated with Variable, Real-Time or Index Price Electricity Products:**

**Volatility Risk:** Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

**Future Prices:** Past or current prices for these particular electricity products are not necessarily an indication of future prices. Prices may be higher in the future.

**Additional Costs:** Electricity supplied directly through the ISO-New England-administered day-ahead and real-time energy markets can involve substantial direct and indirect costs including, but not limited to capacity and ancillary services costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-New England market rules.

**Eligibility:** This Agreement is for residential only. If you receive service under this Agreement and are not a residential customer, you will be charged the prevailing price per kWh charge to our month-to-month, discretionary variable price commercial customers NextEra Energy Services' commercial customer agreement (including terms of service) which will become effective upon receipt.

**Information Release Authorization:** We will not release confidential customer information without written authorization from you. Confidential customer information includes, but is not limited to your name, address, e-mail address and telephone number; and your individual customer payment information. Your signature on the Letter of Authorization herein or your consent to enrollment if you are enrolled telephonically through Third-Party Verification ("TPV") or electronically is your authorization for us and our agents to obtain and review information regarding your credit history from credit reporting agencies, and information from your EDC, including: consumption history, billing determinates, payment history, credit information, public assistance status, medical emergency status, your status as elderly, blind or disabled, tax-exempt status, and eligibility for economic development or other incentives. 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. Such information will not be disclosed to a third party unless: (i) required by law, (ii) such disclosure is to a third party service provider under contract with NextEra Energy Services not to disclose such information and to use such information solely for the purposes of providing services to NextEra Energy Services, or (iii) as provided below. These authorizations shall remain in effect as long as the Agreement is in effect. We reserve the right to reject your enrollment or terminate our Agreement with you in the event these authorizations are rescinded or you fail to meet or maintain satisfactory credit standing as determined by us. If you fail to remit payment in a timely fashion, we may report the delinquency to a credit reporting agency. If you have provided an e-mail address, notices sent via e-mail shall constitute written notice under this Agreement.

**24 Hour Service Outage Reporting:** Your EDC is responsible for the distribution lines, meters and meter data and the quality of the power entering your home. Your EDC is required to respond to your electricity

outages and emergencies.

To report an electricity outage or emergency, please call your EDC toll-free:

Public Service Company of New Hampshire (PSNH)	1-800-662-7764
Granite State Electric Company (d/b/a Liberty Utilities)	1-800-465-1212
Unitil Energy Systems, Inc. (UES)	1-800-852-3339

You should also contact your local emergency personnel, if appropriate.

**Credit and Deposits:** NextEra Energy Services may use credit reporting agencies to document and evaluate your credit and/or payment history. If you do not meet our credit standards or cannot demonstrate satisfactory credit, in accordance with the federal Equal Credit Opportunity Act, 15 U.S.C. Sections 1691 through 1691f, NextEra Energy Services may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall follow all regulatory requirements and will be requested prior to beginning service with NextEra Energy Services. NextEra Energy Services will apply any cash deposit held on your behalf plus any accrued interest to the outstanding balance on your final bill, if applicable, and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us.

**Term & Renewal:** Your Agreement with us becomes effective when you physically or electronically sign your Letter of Authorization. For **Fixed Price Plans**, the number of months of your Initial Term is set forth in the Customer Disclosure Statement above. The Initial Term will commence on the date your electricity supply is switched by your EDC to NextEra Energy Services, and will continue for the number of months indicated. After the end of your Initial Term, this Agreement will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion. At least thirty (30) days and no more than sixty (60) days prior to the end of the Initial Term, we will notify you in writing of the terms of renewal of this Agreement and of your right to renew, reject or renegotiate this Agreement. While receiving service on a month-to-month basis, either you or NextEra Energy Services may terminate this Agreement by providing termination thirty (30) days' prior notice of termination to the other.

For **Variable Price Plans**, the Initial Term will commence on the date your electricity supply is switched by your EDC to NextEra Energy Services, and will continue on a month-to-month basis. Either you or NextEra Energy Services may terminate this Agreement by providing termination thirty (30) days' prior notice of termination to the other.

**Pricing:** For **Fixed Price Plans**, the number of months of your Initial Term is set forth in the Customer Disclosure Statement above. Your price for electric generation service provided by us, including any monthly base charge, is also set forth above in the Customer Disclosure Statement. That price will remain fixed until the end of your Initial Term; provided, however, that such price may be increased by us to reflect increased costs or charges resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on NextEra Energy Services that are beyond NextEra Energy Services' control (see also the "Change in Law or Regulation" section below). After the end of your Initial Term, this Agreement will continue on a month-to-month basis and your price will become variable. That price may be higher or lower each month at our discretion.



For **Variable Price Plans**, your Initial Term continues on a month-to-month basis. Your initial price for variable price electric generation service provided by us, including any monthly customer base charge, if any, is set forth above in the Customer Disclosure Statement. Your price may be higher or lower each month at our discretion.

If you are being charged a variable price, we set that price each month based on our evaluation of various market conditions. Market conditions that we might consider include, among other things: the prevailing price of wholesale natural gas or electricity on the market, costs involved in moving the electricity from the generator to your EDC, our total acquisitions costs for the electricity (including, where applicable, transmission costs and line losses), and the prevailing prices offered by your EDC and other competitors.

**Billing:** You will receive a bill monthly from your EDC which will include the price for electric generation service provided by NextEra Energy Services, plus charges from your EDC and applicable taxes. EDC charges may vary in accordance with applicable rules and tariffs. Any bill issued by us will conform to the bill format requirements of the New Hampshire Public Utilities Commission. Further, NextEra Energy Services reserves the right to include or cause to be included in any subsequent bill, adjustments to the charges for electric generation service related to previous billings, previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions, whether such bills are issued by your EDC or by us.

**Payments:** Your EDC will send you a monthly bill. Your bill will include our energy generation charge, as well as your EDC's charges, fees and assessments (including electricity delivery charges). You must make payment directly to your EDC for our charges and the EDC charges on or before the due date of the bill, as determined by the EDC. The rules of the EDC's tariff filed with the New Hampshire Public Utilities Commission will apply to the billing, payment and collection of monies you will owe. Amounts payable directly to your EDC will be subject to a late fee or other charge as specified by your EDC in its applicable tariff.

If you are ever billed by NextEra Energy Services, you agree to pay NextEra Energy Services' charges in full within twenty (20) days from the date we mailed bill to you. Bills shall be deemed past due and delinquent at the close of business on the day the bill is due. Late payments, delinquent or past due balances for amounts payable directly to us may result in a late fee equal to the lesser of one and one-half percent (1.5%) per month or the interest rate posted in your EDC's tariff. If you fail to remit payment when due, then, in addition to any other remedies we may have, we have the right to terminate the Agreement upon thirty (30) calendar days' written notice, provided that you do not make payment or correct the problem that caused the termination within the thirty (30) day period. A \$25 insufficient funds fee per transaction will be assessed for any payment directly to us not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit/debit card transactions. If any payments made by you directly to us are rejected two times in a one-year period, the only form of payment acceptable will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights and remedies that we may have against you and we may apply it to your account(s) as a partial payment. NextEra Energy Services has a variety of bill payment options available for bills issued directly by NextEra Energy Services. For more details, please visit [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com) or call us at the numbers listed below.

**Termination and Early Termination Fee:** We may terminate this Agreement and cause your electric generation service to be switched to your EDC, under its Default Service, as a default service provider if you fail to pay amounts due us or otherwise fail to perform your obligations under this Agreement. Your EDC's Default Service rate for electric generation service may be higher than the rate under this Agreement for such service. We will notify you in writing at least ten (10) business days prior to cancellation of this Agreement for non-payment or other failure of performance or such other period as may be required by applicable rules.

You may terminate this Agreement without paying any early termination fee should you change the location of your residence and provide sufficient proof to us. If your new location is also in one of the EDC service territories served by NextEra Energy Services, you may contact us for service. To terminate this Agreement, you may call, email or fax us at the contact numbers provided below. To terminate this Agreement, we may write or email you at the contact information for you provided or that you have otherwise provided to us.

If we terminate your service due to your failure to pay amounts due us, or otherwise perform your obligations under this Agreement, or if you terminate your service under this Agreement after the rescission period described in the Disclosure Statement expires and prior to the completion of the Initial Term (by switching to another CEP, EDC service or by contacting us), you will be assessed the early termination fee, if any, specified in your Customer Disclosure Statement. If your termination requires an early meter read or other special action by your EDC, you may be charged a fee established by the EDC. Regardless of the method or reason for termination of the Agreement, you are responsible for payment of all outstanding charges incurred through the date on which the termination is effected by the EDC.

**Customer Protections:** Residential electricity services provided under this Agreement are protected by this Agreement, and the rules and regulations of the New Hampshire Public Utilities Commission. NextEra Energy Services will provide you at least thirty (30) calendar days' advance notice prior to any cancellation of service to you. You may obtain additional information by contacting NextEra Energy Services at the contact numbers provided below. You may also contact the New Hampshire Public Utilities Commission at 800-852-3793.

**Dispute or Complaints:** If you have a billing or other dispute involving our service, please contact our Customer Service Department at the contact numbers provided below or emailing [custserv@nexteraenergyservices.com](mailto:custserv@nexteraenergyservices.com). You must still pay your bill in full, but may deduct the specific billing amount in dispute while the charges remain in dispute. The dispute or complaint relating to a residential customer may be submitted by us or you at any time to the New Hampshire Public Utilities Commission pursuant to its complaint handling procedures by calling the New Hampshire Public Utilities Commission Consumer Affairs Division or online through its website. You must continue to pay all undisputed billing amounts and any such payment shall be refunded if warranted by the New Hampshire Public Utilities Commission's decision. The New Hampshire Public Utilities Commission can be reached: by telephone toll free at 800-852-3793; in writing at: New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429; or by visiting [www.puc.nh.gov](http://www.puc.nh.gov). If you have any general questions or would like information regarding the competitive retail energy market, including information about CEPs and your rights and responsibilities, you may call the New Hampshire Public Utilities Commission at that telephone number.



**Nondiscrimination:** NextEra Energy Services does not deny service, require a prepayment or deposit for service or otherwise discriminate based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services. However, we may refuse service to anyone for any other reason permitted by applicable rules.

**Contract Changes:** NextEra Energy Services may make non-material, non-price related changes to this Agreement by providing you with advance notice. If we make any changes that are material to your Agreement, we will send you a written notice between thirty (30) and sixty (60) calendar days prior to making such changes explaining the changes and requesting your consent.

**Third-Party Program Change:** NextEra Energy Services reserves the right to change or cancel at any time without notice any benefits, rewards, or bonuses provided to customers that may be provided by a third party.

**Change in Law or Regulation:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols, market rules, load profiles, and such change results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges, to the extent permitted by applicable rules.

**Attorney Fees:** If you fail to timely pay the amounts due under this Agreement and we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney's fees) that we incur in the collection process.

**Force Majeure:** We will endeavor in a commercially reasonable manner to provide service, but we do not guaranty a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events including, but not limited to, acts of God, acts of any governmental authority, including the New Hampshire Public Utilities Commission, accidents, strikes, labor trouble, required maintenance work, inability to access the EDC system, nonperformance of the EDC, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond our control. If a Force Majeure Event occurs which renders NextEra Energy Services unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

**Limitations of Liability:** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL,

PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

**Representations and Warranties:** NEXTERA ENERGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Assignment:** You may not assign this Agreement, in whole or in part, or any of your rights or obligations hereunder, without the prior written consent of NextEra Energy Services. NextEra Energy Services may, without your consent: (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (ii) transfer or assign this Agreement to an affiliate of NextEra Energy Services; (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of NextEra Energy Services; and/or (iv) transfer or assign this Agreement to a certified CEP. In the case of (ii), (iii) or (iv), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, you agree that NextEra Energy Services shall have no further obligations hereunder.

**Disclosure Label:** Prior to initiation of service with us, after initiation of service with us at least annually, and upon request, our Disclosure Label will be provided to you and is also available to you by visiting our website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com). You may also receive this Disclosure Label by calling us at 800-882-1276 or emailing us at [custserv@nexteraenergyservices.com](mailto:custserv@nexteraenergyservices.com). This Disclosure Label contains certain information on the fuel mix and emissions characteristics associated with our electricity plan products.

**Governing Law:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of New Hampshire, including applicable rules of the New Hampshire Public Utilities Commission.

**Forward Contract:** This Agreement and the transactions hereunder will constitute "forward contracts" as defined in section 101(25) of title 11 of the United States Code (the "Bankruptcy Code"). You and NextEra Energy Services agree that (i) NextEra Energy Services is a "forward contract merchant" as defined in section 101(26) of the Bankruptcy Code, (ii) the cancellation or termination rights of the parties will constitute contractual rights to liquidate transactions that will not be abridged by any filing of any petition as set forth in section 556 of the Bankruptcy Code, (iii) any payment related hereto or made hereunder will constitute a "settlement payment" as defined in section 101 (51A) of the Bankruptcy Code, and (iv) the exceptions to the applicability of sections of the Bankruptcy Code as set forth in sections 362(b)(6), 546(e), 553(a)(2)(B)(ii), 553(a)(3)(C), and 553(b)(1) shall apply. The text of these referenced Bankruptcy Code provisions may be found at [http://uscode.house.gov/download/title\\_11.shtml](http://uscode.house.gov/download/title_11.shtml).



**Title, Risk of Loss and Indemnity:** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after it reaches your electric meter. We shall cease to have title to and risk of loss related to the electricity when it is delivered to the point where the EDC facilities interconnect with your meter. You will indemnify, defend and hold harmless NextEra Energy Services from any and all claims for any loss, damage, or injury to persons or property including, without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to you.

**Non-Waiver:** No waiver by any party hereto of any one or more defaults, by the other party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

**Third-Party Rights:** Nothing in this Agreement shall create, or be construed as creating any express or implied rights in any person or entity other than you and us.

**Taxes:** Except as otherwise provided in this Agreement or by law, all taxes due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you. Any lawful tax exemption will only be recognized on a prospective basis from the date you provide to us (*not* the EDC) valid tax-exemption certificate(s).

**Renewable Energy and Renewable Energy Credits:** If you have selected a renewable energy product from us, the following provision applies: We will, either directly and/or through our affiliate(s), retire, on your behalf, Renewable Energy Credits (“RECs”) resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching your usage (or applicable percentage of usage, if applicable) in a calendar year. Such energy sources will be located in, or connected to, the electricity grid anywhere in North America. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. Like all electric suppliers, NextEra Energy Services relies on regional system power from the grid to serve our customers' minute-by-minute consumption. But, through retirement of RECs by us, and/or our affiliate(s), on behalf of customers, we will cause enough renewable energy to be delivered to the electricity grid to match your usage (or applicable percentage of usage, if applicable). We may take up to three (3) months after the end of a calendar year to retire RECs needed to fulfill this product. Neither NextEra Energy Services nor any of its affiliates will be liable to you or any other party for any advertising assertions made by you related to this product including, without limitation, any claim or liability arising from a representation made as to the “green” or “carbon free” nature of the electricity or this product.

**NextEra Energy Services Contact Information:**

Competitive Electricity Provider Name: NextEra Energy Services New Hampshire, LLC  
Business Name: NextEra Energy Services  
Internet address: [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com)



Email address: [custserv@nexteraenergyservices.com](mailto:custserv@nexteraenergyservices.com)

Mailing address: 20455 SH 249, Suite 200, Houston, TX 77070

Fax: toll-free 800-627-8813

Customer Service telephone number: toll-free 800-882-1276 Customer service hours: 8:00 a.m. - 7:00 p.m., Eastern Time, Monday - Friday. Closed Saturdays, Sundays and holidays.

**Complete Agreement:** This Agreement, including the Customer Disclosure Statement, these Terms of Service, and the Letter of Authorization, contains all terms, conditions, and agreements in any way related to, or arising out of, the sale and purchase of electricity. This Agreement supersedes all prior agreements, whether written or oral.

**IN THE CASE OF WRITTEN, TELEPHONIC OR ELECTRONIC ENROLLMENT, EXECUTION OF THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN EFFECTED PURSUANT TO THE METHODS AUTHORIZED BY THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION.**