

DM 13-201

**REP ENERGY, LLC**  
800 Bering Drive, Suite 250  
Houston, Texas 77057  
(713) 554-4301

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**CONFIDENTIAL  
MATERIAL  
IN COMM FILE**

August 12, 2013

**VIA FEDERAL EXPRESS**

New Hampshire Public Utilities Commission  
Attn: Sandy  
21 South Fruit Street, Suite 10  
Concord, New Hampshire 03301-2429

**Re: REP Energy, LLC  
Application for Initial Registration as a Competitive Electric Power Supplier**

Dear Sandy:

Enclosed are the following filings for REP Energy, LLC:

1. Original and three (3) copies of our Application for Initial Registration as a Competitive Electric Power Supplier; and
2. Original and three (3) copies of the redacted filing which contains confidential information and to which we request confidential treatment.

Further, we simultaneously filed our electronic filing with the Executive Director.

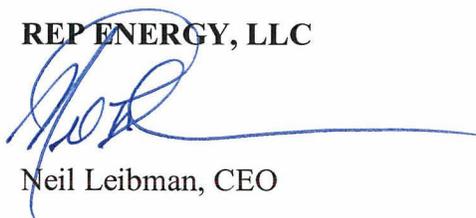
Please return a filed copy of the enclosed Application to us in the enclosed self-addressed, stamped envelope provided for your use.

Should you have any questions, please contact the undersigned at the telephone number set forth above.

Thank you.

Very truly yours,

**REP ENERGY, LLC**



Neil Leibman, CEO

NL/mlr  
Enclosures

**REP ENERGY LLC**  
**800 BERING DRIVE SUITE 250**  
**HOUSTON, TEXAS 77057**  
**713-554-4300**

APPLICATION FOR INITIAL REGISTRATION AS A COMPETITIVE ELECTRIC POWER  
SUPPLIER

1. The legal name of the entity is REP Energy LLC
2. The applicants business address is 800 Bering Drive Suite 250, Houston, Texas 77057, 713-554-4300
3. Place of incorporation is Texas and authorized to do business in Massachusetts and New Hampshire.
4. The name address and info of Principals see attachment A.
5. The applicant has no affiliates operating in New Hampshire and does operate in Massachusetts.
6. The Applicants customer service contact is Tiffany Edwards or Mark Leibman at 866-727-5658 or sales @hplco.com
7. Tiffany Edwards or Mark Leibman shall be responsible for all Commission inquires at 713-375-2760 and mleibman@hplco.com or tiffany@hplco.com
8. The Applicants Registered Agent is InCorp Services Inc. at 152 South Mast Street, Goffstown, NH 03045
9. A Copy of the Applicant's authorization to do business in New Hampshire is attached.
10. The Applicant intends to operate in the entire franchise area of all four (4) utilities (Public Service Company of New Hampshire (PSNH), Granite State Electric Company (GSEC), Until Energy Systems, Inc. (UES) (formerly Concord Electric Company and Exeter and Hampton Electric Company), and the New Hampshire Electric Cooperative, Inc. (NHEC)). ESG (Energy Service Group) shall conduct the data interchange for the Company.
11. The Applicant intends to serve all classes of customers Residential and Commercial.
12. The Applicant currently does business in Massachusetts
13. The Applicant received six (6) PUC inquiries in Massachusetts last current year and resolved all inquiries from the PUC. Applicant is unaware of any pending or unresolved complaints in Massachusetts.
14. The Applicant nor any of its Principals or Members have ever been convicted of any felony or any felony that has been annulled by a court.
15. Within the last ten (10) years the Applicant nor any of its Principals have had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation; has within the last 10 years settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation or is currently subject to any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation. See Confidential attachment to 15.
16. See attachment to 15
17. The Applicant may use reputable telemarketing firms and if so Applicant shall:
  - a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
  - b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
  - c. Not initiate calls to New Hampshire customers who have either requested being placed on the Applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry
18. The Applicant may Telemarket and if so it shall comply with number 17 above.

19. The Applicant intends to use the Utilities Billing Service.
20. The Applicant's Residential and Commercial contracts are attached along with the Applicants Terms of Service
21. The Applicant and the signatory below has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete

Financial Upon approval the Company shall place a letter of credit in the amount of \$100,000 in place with the Public Utility Commission..

Signed this 12 day of Aug 2013



Neil Leibman, Member

**Exhibit A-Principals**

Member Participants of REP Energy LLC are as follows:

Angela Hanley  
angela@hplco.com  
800 Bering Drive Suite 250  
Houston, Texas 77057  
713-375-2777

Rod Danielson  
rod@hplco.com  
800 Bering Drive Suite 250  
Houston, Texas 77057  
713-375-2791

Mark Leibman  
mleibman@hplco.com  
800 Bering Drive Suite 250  
Houston, Texas 77057  
713-375-2760

Tom O'Leary  
tom@hplco.com  
800 Bering Drive Suite 250  
Houston, Texas 77057  
713-554-4302

Jaleea George  
jaleea@hplco.com  
800 Bering Drive Suite 250  
Houston, Texas 77057  
713-375-2793

Neil Leibman  
neil@hplco.com  
800 Bering Drive Suite 250  
Houston, Texas 77057  
713-554-4301

**CONFIDENTIAL RESPONSE**

**Question 15**

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

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;
- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation

**Response to Question 15**

Neither the Applicant, as that term is defined in New Hampshire Code of Administrative Rules Part Puc 2002.03, nor the Applicant's principals have been subject to any civil, criminal or regulatory sanctions or penalties imposed against them as a result of a finding that they violated any state or federal consumer protection law or regulation within the 10 years immediately prior to registration.

The Applicant has not settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation within the 10 years immediately prior to registration.

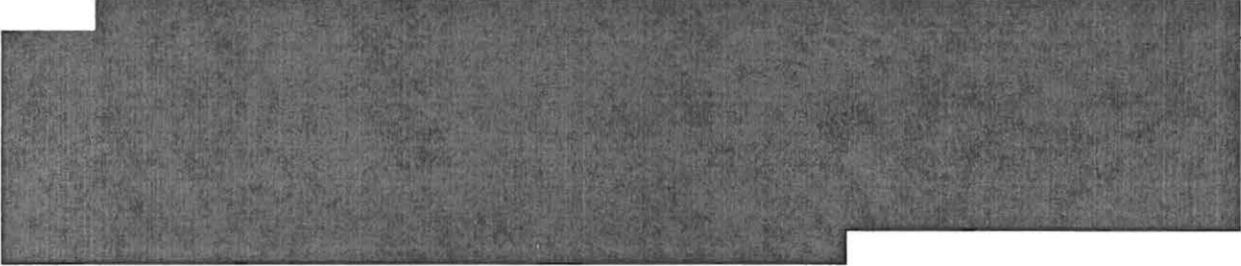
[REDACTED]

[REDACTED]

[REDACTED]

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<sup>1</sup> [REDACTED]

Much like in the Delaware action, even though the principals were part of the settlement agreement, they were not the subject of the underlying investigation. In fact, the Final Order states at Finding of Fact 11 that “Commission Staff did not allege wrongdoing of individual officers, directors, or principals of AllStar.” In addition, although the principals involved were part of the settlement there were no findings that they, nor AllStar, had violated any regulations.

Neither the Applicant nor any of the Applicant’s principals are currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

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<sup>2</sup> Delaware Public Service Commission, Dkt. No. 355-08, Findings and Recommendations of the Hearing Examiner, para. 29, p. 20.

<sup>3</sup> AllStar is no longer in existence.

**REP ENERGY, LLC – NEW HAMPSHIRE OPERATIONS  
RESIDENTIAL ELECTRICITY AUTHORIZATION  
FAX TO 866-651-5534**

**NEW SERVICE INFORMATION** (PLEASE PRINT CLEARLY)

Service Type  New Service -or-  Switching Service Utility Account # \_\_\_\_\_

Customer Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Service Address \_\_\_\_\_ Suite / Unit \_\_\_\_\_ City: \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Add'l Account # 's \_\_\_\_\_

**BILLING ADDRESS** (if different than service address listed above)

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Primary Phone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

REP Energy, LLC has my permission to use the information I am providing in this form to enroll me for electric service in New Hampshire. I affirm that I am at least 18 years of age and legally authorized to switch the electricity provider for the address shown below. By signing below, I am authorizing REP Energy, L.L.C to become my new Electric Service Company (ESCO) in place of my current ESCO, and REP Energy, L.L.C to act as my agent to make this change and direct my Distribution Utility to release certain information to REP Energy, which shall include but not be limited to my name, service address, rates, historical usage, utility charges, credit and payment history for the duration of this Agreement.

**Pricing:** The price for energy is \_\_\_\_\_ ¢ kWh. This is a fixed price for the term ending \_\_\_\_\_, which includes cost, and charges for transmission charges, electric energy supply, electric energy losses, congestion charges, scheduling services, imposed administrative fees, any imbalance charges, and ancillary services. Price does not include any of your Transmission and Distribution Utility's charges and fees, taxes or applicable fees and/or penalties. Customer's service begins with ESCO on the meter reading date set by the Local Distribution Utility. You will be assessed a monthly base charge of \$0.00 per meter.

**Term:** The term of this contract begins on the next available date for enrollment and will continue for an initial term that ends \_\_\_\_\_, **201**\_\_\_\_\_, regardless of the number of meter reads you receive. Upon expiration of the initial contract term, unless you sign a renewal contract, this Agreement shall renew and continue by its terms and conditions on a month to month variable rate basis and the said variable rate for that month may be viewed on the REP Energy, L.L.C website at [www.rep-energy.com](http://www.rep-energy.com) on the first business day of the month. The price shall be reset at the then existing market price, and may be reset at each new month without prior written notice to Customer, until Customer mails a written notice to the other party at least 30 days prior to the intended cancellation date stating said intention in which event the termination will be effective at the end of the billing cycle following receipt of such notice or such date as REP Energy may state in its notice.

**Cancellation:** You may rescind this agreement without penalty of any kind by canceling within three (3) federal business days of signing this agreement. If you cancel this Agreement for any other reason, after the rescission period and before the end of the initial term you will be assessed an early cancellation fee that is equal to one hundred fifty dollars (\$150) per each year of the term of your contract. The parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. After initial term you may cancel this agreement with 30days prior written notice.

**Billing & Fees:** Customer will receive a monthly bill from its Distribution Utility for all energy and Distribution Utility charges which bill shall be due and payable in accordance with the Distribution Utility terms and conditions. If Customer's bill is not paid by the due date, Customer will be charged a late fee of 1.5% per month on unpaid balances or otherwise in accordance with your local utility's policies and procedures.

**Assignment:** ESCO reserves the right to assign this contract to another ESCO without the consent of customer.

**Limitations of Liability:** Liabilities not excused by reason or force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage. There are no third party beneficiaries to this agreement.

**Representations and Warranties:** The electricity sold under this Agreement will meet the applicable Distribution Utility's quality standards and will be supplied from a variety of sources. REP Energy, L.L.C makes no representations or warranties other than those expressly set forth in this agreement, and REP Energy, LLC expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**Excuse:** If an event occurs which makes it impossible for REP Energy, L.L.C to perform under this Agreement, such as an act of God, extraordinary weather occurrence, war, civil disturbance or other national emergency, our performance under this Agreement shall be excused for the duration of such event. This could be an event affecting Distribution Utility, such as a facility outage on their electric distribution lines.

**Governing Law:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of New Hampshire and or the state in which you receive service of electricity.

By my signature below (facsimile signature accepted as if it were an original), I hereby agree to be obligated by the terms and conditions set forth herein and the Electricity Service Agreement Terms and Conditions.

**See Electric Service Agreement for Additional Terms**

Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ REP Energy Approval \_\_\_\_\_

This offer is subject to credit approval and confirmation by Rep Energy, LLC. The rate cannot be locked in until receipt of the signed Business Authorization Form. Pricing generally expires within 24 hours from the date of this letter. Please confirm all offers with REP Energy prior to sending in a signed Business Authorization Form.

**REP ENERGY, LLC- RESIDENTIAL TERMS OF SERVICE NEW HAMPSHIRE**

Your TERMS OF SERVICE shall be set forth in the Welcome Letter which shall be made a part of the TERMS OF SERVICE unless otherwise agreed to in writing.

THE FOLLOWING ARE YOUR ELECTRICITY TERMS OF SERVICE (the "Agreement"), which is made a part of your Electricity Authorization by and between REP Energy, L.L.C or ("REP Energy") and you ("Customer"), with the term of service commencing on the execution date of your contract and service to commence on Service Commencement Date which is the date of the first meter read by the Electric Distribution Company ("EDC").

1. **ENERGY CONSUMPTION INFORMATION.** Customer hereby authorizes REP Energy, LLC to obtain Customer's current and historical electricity cost and usage data, payment and credit history, Dunn & Bradstreet number and other data reasonably necessary for REP Energy, L.L.C to provide electric service pursuant to this Agreement. Customer agrees, upon request, to provide REP Energy, L.L.C with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as REP Energy, L.L.C may reasonably require providing electric service pursuant to this Agreement.
2. **BILLING FEES AND PENALTIES.** You will receive a single bill from your local utility for its charges, as well as REP Energy. Your local utility will set your payment due date and inform you of the payment billing address. Your bill is subject to adjustment for any computation errors, meter misreads or other errors. REP Energy, L.L.C reserves the right to assume the billing function for our services. Our charges include the costs for the electricity component, which is sold in kilowatt hours (kWh), and a fixed monthly charge of \$0.00 for costs incurred in servicing your account as specified in your Authorization. Bills not paid in full by the due date will incur a late-payment fee at an interest rate of 1.5% per month on unpaid balances or otherwise in accordance with your local utility's policies and procedures. You will be charged a \$25 fee for each returned check. REP Energy, L.L.C and your local utility are each responsible for collecting any past-due amount owed on their respective bills. If you fail to pay a past-due amount owed to REP Energy, we may transfer your electric service back to the utility. We may perform a credit check prior to enrollment, and based on its results REP Energy may elect not to enroll you as a customer and provide you notice of such action. If you do not pay your bill on time, we may cancel this agreement for non-payment with 14 days written notice. If we cancel your service for non-payment, you must pay the balance owed plus any collection fees (including all legal fees and costs) plus any applicable liquidated charges stated in the Authorization. If you cancel your service prior to the termination of your contract period you shall be charged a liquidated damages fee of \$150 for residential service.
3. **CHANGE IN TERMS.** REP Energy, LLC reserves the right, with 35 days written notice, to amend this agreement due to any regulatory, tariff or procedural change that may affect our ability to serve you under this agreement. If you do not wish to accept the material change in terms, you must notify REP Energy, LLC in writing within 14 days of receiving that notice. This agreement will then terminate after your next billing cycle and any unpaid balances will immediately become due. If we are unable to resolve any dispute or you are unsatisfied with our service you may file a complaint with the New Hampshire Public Utilities Commission through their website [www.puc.state.nh.us](http://www.puc.state.nh.us) or by telephone 1-603-271-2431.
4. **DIRECT ACCESS AUTHORIZATION.** Customer shall execute all authorizations required by state or federal law to enable REP Energy to provide services pursuant to this Agreement. If, for any reason, an enrollment form is not submitted or Customer's EDC fails to approve an enrollment form submitted by REP Energy on Customer's behalf within three (3) months of the Effective Date, this Agreement may be terminated by either party, without penalty, by providing written notice of termination to either party.
5. **FORCE MAJEURE.** REP Energy assumes no liability or responsibility for any items or services associated with your local utility including operations and maintenance of their system, interruption of service, termination of service, failure of electricity service or deterioration of their service.
6. **LIMITATION OF LIABILITY.** IN THE EVENT REP ENERGY FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, CUSTOMER'S SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT BY WRITTEN NOTICE SENT VIA CERTIFIED MAIL TO REP ENERGY. IN THE EVENT REP ENERGY IS RESPONSIBLE FOR DIRECT DAMAGES FOR ITS FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS, REP ENERGY WILL BE RESPONSIBLE FOR DIRECT DAMAGES UP TO THE PRICE OF THE ELECTRICITY SERVICE PROVIDED LIMITED TO A THIRTY DAY PERIOD. FURTHER, REP ENERGY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INJURY, CONSEQUENTIAL OR SPECIAL DAMAGES, OR CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO INTENTIONAL TORTS, NEGLIGENCE, AND STRICT

This offer is subject to credit approval and confirmation by Rep Energy, LLC. The rate cannot be locked in until receipt of the signed Business Authorization Form. Pricing generally expires within 24 hours from the date of this letter. Please confirm all offers with REP Energy prior to sending in a signed Business Authorization Form.



DATE:

REP ENERGY, LLC- NEW HAMPSHIRE OPERATIONS  
BUSINESS ELECTRICITY AUTHORIZATION

FAX TO 866-651-5534

Business Name \_\_\_\_\_ Utility Account # \_\_\_\_\_

Service Address \_\_\_\_\_ Suite/ Unit # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Utility \_\_\_\_\_

**BILLING ADDRESS** (if different than service address listed above)

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ TAX ID \_\_\_\_\_

Primary Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**This offer is subject to credit approval and confirmation by REP Energy. The rate cannot be locked in until receipt of the signed Agreement. Pricing generally expires within 24 hours from the date above. Please confirm all offers with REP Energy, LLC prior to sending in a signed Authorization Form.**

REP Energy, LLC has my permission to use the information I am providing in this form to enroll me for electric service in New Hampshire. I affirm that I am at least 18 years of age and legally authorized to switch the electricity provider for the address shown above. By signing below, I am authorizing REP Energy, LLC become my new Electric Service Company (ESCO) in place of my current ESCO, and REP Energy, LLC to act as my agent to make this change and direct my Distribution Utility to release certain information to REP Energy, LLC which shall include but not be limited to my name, service address, rates, historical usage, utility charges, credit and payment history for the duration of this Agreement.

**Pricing:** The price for energy is \_\_\_\_\_ ¢ KWH. This is a fixed price for the term ending \_\_\_\_\_, which includes cost, and charges for electric energy supply, electric energy losses, capacity charges, congestion charges, scheduling services, imposed administrative fees, any imbalanced charges, and ancillary services. Price does not include any of your Transmission and Distribution Utility's charges and fees, taxes or applicable fees and / or penalties. Customer's service begins with ESCO on the meter reading date set by the Local Distribution Utility. You will be assessed a monthly base charge of \$4.75 per meter.

**Term:** The term of this contract begins on the date set forth below and will continue for an initial term that ends \_\_\_\_\_, 20\_\_\_\_ (\_\_\_\_) calendar months from the date of this contract, regardless of the number of meter reads you receive. Upon expiration of the initial contract term, unless you sign a renewal contract, this Agreement shall renew and continue by its terms and conditions on a month to month variable rate basis and the said variable rate for that month may be viewed on the REP Energy, LLC website at [www.rep-energy.com](http://www.rep-energy.com) on the first business day of the month. The price shall be reset at the then existing market price, and may be reset at each new month without prior written notice to Customer, until Customer mails a written notice to the other party at least 30 days prior to the intended cancellation date stating said intention in which event the termination will be effective at the end of the billing cycle following receipt of such notice or such date as REP Energy may state in its notice.

**Cancellation:** After initial term you may cancel this agreement with 30days prior written notice. If you cancel this Agreement for any reason before the end of the initial term you will be assessed an early cancellation fee of (3) months of average consumption (see Terms of Service). The parties agree that the amounts recoverable hereunder are a reasonable estimated of loss and not a penalty.

**Billing & Fees:** Customer will receive a monthly bill from its Distribution Utility for all energy and Distribution Utility charges which bill shall be due and payable in accordance with the Distribution Utility terms and conditions. If Customer's bill is not paid by the due date, Customer will be charged a late fee of 1.5% per month on unpaid balances or otherwise in accordance with your local utility's policies and procedures.

**Assignment:** ESCO reserves the right to assign this contract to another licensed ESCO without the consent of customer and upon assignment ESCO will notify customer.

**Limitations of Liability:** Liabilities not excused by reason or force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage. There are no third party beneficiaries to this agreement.

**Representations and Warranties:** The Electricity sold under this Agreement will meet the applicable Distribution Utility's quality standards and will be supplied from a variety of sources. REP Energy, LLC makes no representations or warranties other than those expressly set forth in this agreement, and REP Energy, LLC expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**Excuse:** If any event occurs which makes it impossible for REP Energy, LLC to perform under this Agreement, such as an act of God, extraordinary weather occurrence, war, civil disturbance or other national emergency, our performance under this Agreement shall be excused for the duration of such event. This could be an event affecting Distribution Utility, such as a facility outage on their electric distribution lines.

**Governing Law:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of New Hampshire or the state in which you receive your electricity service.

By my signature below (facsimile signature accepted as if it were an original), I hereby agree to be obligated by the terms and conditions set forth herein and the Electricity Service Agreement Terms and Conditions, which are attached here to and made part of this Agreement by reference.

**See Electric Service Agreement for Additional Terms**

Authorized Signature \_\_\_\_\_ Print Name & Title \_\_\_\_\_

This offer is subject to credit approval and confirmation by REP Energy, LLC. The rate cannot be locked in until receipt of the signed Business Authorization Form. Pricing generally expires within 24 hours from the date of this letter. Please confirm all offers with REP Energy, LLC prior to sending in a signed Business Authorization Form. Hours of Operation: Monday through Friday 8:00 am to 5:0 pm CST.

## REP ENERGY, LLC - TERMS OF SERVICE

### NEW HAMPSHIRE

Your TERMS OF SERVICE shall be set forth in the Welcome Letter which shall be made a part of the TERMS OF SERVICE unless otherwise agreed to in writing.

THE FOLLOWING ARE YOUR ELECTRICITY TERMS OF SERVICE (the "Agreement"), which is made a part of your Electricity Authorization by and between REP Energy, LLC you ("Customer"), with the term of service commencing on the execution date of your contract and service to commence on Service Commencement Date which is the date of the first meter read by the Electric Distribution Company ("EDC").

1. **ENERGY CONSUMPTION INFORMATION.** Customer hereby authorizes REP Energy, LLC to obtain Customer's current and historical electricity cost and usage data, payment and credit history, Dunn & Bradstreet number and other data reasonably necessary for REP Energy, LLC to provide electric service pursuant to this Agreement. Customer agrees, upon request, to provide REP Energy, LLC with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as REP Energy, may reasonably require providing electric service pursuant to this Agreement.
2. **BILLING FEES AND PENALTIES.** You will receive a single bill from your local utility for its charges, as well as REP Energy's. Your local utility will set your payment due date and inform you of the payment billing address. Your bill is subject to adjustment for any computation errors, meter misreads or other errors. REP Energy, LLC reserves the right to assume the billing function for our services. Our charges include the costs for the electricity component, which is sold in kilowatt hours (kWh), and a fixed monthly charge of \$4.75 for costs incurred in servicing your account as specified in your Authorization. Bills not paid in full by the due date will incur a late-payment fee at an interest rate of 1.5% per month on unpaid balances or otherwise in accordance with your local utility's policies and procedures. You will be charged a \$25 fee for each returned check. REP Energy, LLC and your local utility are each responsible for collecting any past-due amount owed on their respective bills. If you fail to pay a past-due amount owed to REP Energy, we may transfer your electric service back to the utility. We may perform a credit check prior to enrollment, and based on its results REP Energy, LLC may elect not to enroll you as a customer and provide you notice of such action. If you do not pay your bill on time, we may cancel this agreement for non-payment with 14 days written notice. If we cancel your service for non-payment, you must pay the balance owed plus any collection fees (including all legal fees and costs) plus any applicable liquidated charges stated in the Authorization. If you cancel your service prior to the termination of your contract period you shall be charged a liquidated damages fee of (3) months of the highest average consumption billed by REP Energy, LLC in a six (6) month period for business service. In the event there is less than six (6) months billed usage by REP Energy, LLC, the three (3) months highest average consumption will be based on the previous six (6) months historical consumption provided by the LDC.
3. **CHANGE IN TERMS.** REP Energy, LLC reserves the right, with 35 days written notice, to amend this agreement due to any regulatory, tariff or procedural change that may affect our ability to serve you under this agreement. If you do not wish to accept the material change in terms, you must notify REP Energy, LLC in writing within 14 days of receiving that notice. This agreement will then terminate after your next billing cycle and any unpaid balances will immediately become due. If we are unable to resolve any dispute or you are unsatisfied with our service you may file a complaint the New Hampshire Public Utilities Commission through their website [www.puc.state.nh.us](http://www.puc.state.nh.us) or by telephone 1-603-271-2431.
4. **DIRECT ACCESS AUTHORIZATION.** Customer shall execute all authorizations required by state or federal law to enable REP Energy to provide services pursuant to this Agreement. If, for any reason, an enrollment form is not submitted or Customer's EDC fails to approve an enrollment form submitted by REP Energy on Customer's behalf within three (3) months of the Effective Date, this Agreement may be terminated by either party, without penalty, by providing written notice of termination to either party.
5. **FORCE MAJEURE.** REP Energy, LLC assumes no liability or responsibility for any items or services associated with your local utility including operations and maintenance of their system, interruption of service, termination of service, failure of electricity service or deterioration of their service.
6. **LIMITATION OF LIABILITY.** IN THE EVENT REP ENERGY FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, CUSTOMER'S SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT BY WRITTEN NOTICE SENT VIA CERTIFIED MAIL TO REP ENERGY. IN THE EVENT REP ENERGY IS RESPONSIBLE FOR DIRECT DAMAGES FOR ITS FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS, REP ENERGY, LLC WILL BE RESPONSIBLE FOR DIRECT DAMAGES UP TO THE PRICE OF THE ELECTRICITY SERVICE PROVIDED LIMITED TO A THIRTY DAY PERIOD. FURTHER, REP ENERGY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INJURY, CONSEQUENTIAL OR

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SPECIAL DAMAGES, OR CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO INTENTIONAL TORTS, NEGLIGENCE, AND STRICT LIABILITY), OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LEGAL OR EQUITABLE REMEDY OTHER THAN TERMINATION AS REFERENCED IN THE FIRST SENTENCE OF THIS SECTION.

7. **ENTIRE AGREEMENT.** This Agreement, including any Attachment, Welcome Letter, Exhibit or Schedule hereto, embodies the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings between the parties, whether written or oral, with respect to the subject matter hereof. If REP Energy determines that it must modify this Agreement to comply with the Rules and/or applicable law or regulation, REP Energy shall inform Customer by written notice. If there is a material change to any term including the fees and or charges established by REP Energy, then REP Energy shall inform Customer by written notice. After notice of a material change, Customer may, within fourteen (14) days of receipt of such notice of a material change, cancel this Agreement by written notice to REP Energy. In the event that Customer cancels this Agreement as provided for in this Section, Customer shall still be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such cancellation becomes effective. Except as provided for in this Section, this Agreement may not be amended except by a written amendment signed by both Customer and Horizon.

8. **ASSIGNMENT.** REP Energy may assign its rights and obligations under this Agreement to a third party that is approved by the Public Service Commission with customer notification. Customer does not have the right to assign its rights and obligations under this Agreement to a third party, and any attempt by Customer to assign its rights and obligations under this Agreement is void and without effect, unless the written permission of REP Energy is obtained prior to the assignment.

9. **GOVERNING LAW.** The internal laws and not the law of conflicts for the state of New Hampshire govern the formation, interpretation and performance of this Agreement. Venue is proper in New Hampshire or the state in which you receive electric service.

10. **TERM OF AGREEMENT.** See **Welcome Letter and/or the customer authorization page for price and term.** This Agreement shall become effective and the term to begin when signed with electric service to begin upon the Service Commencement Date determined by the Local Utility. However, if Customer is delinquent in paying in full on its account with its prior provider, then REP Energy shall have the right to cancel this Agreement without notice, at any time. Upon expiration of the Initial Contract Term this Agreement shall renew and continue by its terms and conditions on a month to month variable rate basis and the said variable rate for that month may be viewed on the REP Energy, LLC website at [www.rep-energy.com](http://www.rep-energy.com) on the first business day of the month. The price shall be reset at the then existing market price, and may be reset at each new month without prior written notice to Customer, until Customer mails a written notice to the other party at least 30 days prior to the intended cancellation date stating said intention in which event the termination will be effective at the end of the billing cycle following receipt of such notice or such date as REP Energy may state in its notice. At all times during this Agreement, REP Energy reserves the right to cancel service to the Customer if Customer fails to make payment of all amounts due REP Energy. Should cancellation for non-payment occur, in the event of cancellation for non-payment, this Agreement will be cancelled immediately. This Agreement shall continue until either party cancels as set forth above; provided however that notice of cancellation shall not be given by Customer until 60 days prior to the expiration of the contract.

**Contact Info:** REP Energy, LLC  
800 Bering Drive, Suite 250  
Houston, Texas 77057  
Toll Free: 1-866-727-5658  
Toll Free Fax: 1-866-651-5534

**Internet Address:** <http://www.rep-energy.com>

**Email Address:** [Sales@hplco.com](mailto:Sales@hplco.com)

**Hours of Operation:** Monday-Friday 8:30 am to 5:00 pm CST

REP ENERGY ADDITIONAL INFORMATION:

Part Puc 2003 Initial Registration

1. REP Energy intends to continue to utilize Energy Service Group (ESG) to provide its transfer of data and electronic data between utilities and REP. ESG is the current provider of this service for REP in Mass.
2. Retailer has an existing agreement with BP Energy who is its current Wholesale electric provider and will continue to provide wholesale electric power in New Hampshire to REP Energy.
3. All of the Principals have in total over 75 years of electric service experience as they currently serve as officers in REP Energy operating in Mass, as well as previous experience on various other deregulated Markets.
4. REP is currently a member in good standing with New England Power Pool
5. As a condition to approval, REP Energy shall post a \$100,000 letter of credit with the Commission.

## Neil Leibman

---

**From:** Perry, Audra [aperry@iso-ne.com]  
**Sent:** Thursday, July 15, 2010 10:55 AM  
**To:** Neil Leibman  
**Cc:** Gerity, Patrick; Market & Credit Risk Department; Collins, Shirley  
**Subject:** Membership Application - REP Energy LLC

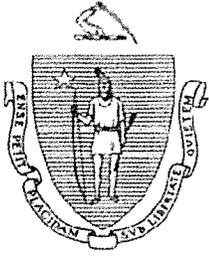
Good Afternoon,

We have received the Membership Application for REP Energy LLC. At this time the application is considered complete.

If you have any questions, please do not hesitate to contact me. Thank you.

Regards,

**Audra R. Perry**  
Administrative Assistant, Market Operations  
ISO New England  
[aperry@iso-ne.com](mailto:aperry@iso-ne.com)  
413-535-4169 - telephone  
413-540-4680 - fax



THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC UTILITIES

DEVAL L. PATRICK  
GOVERNOR

ONE SOUTH STATION  
BOSTON, MA 02110  
(617) 305-3500

ANN G. BERWICK  
CHAIR

JOLETTE A. WESTBROOK  
COMMISSIONER

RICHARD K. SULLIVAN, JR.  
SECRETARY OF ENERGY  
AND ENVIRONMENTAL AFFAIRS

DAVID W. CASH  
COMMISSIONER

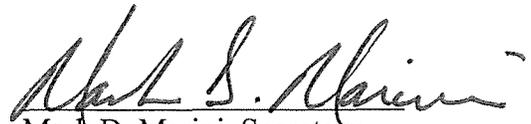
June 25, 2013

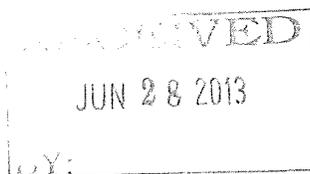
Neil Leibman, CEO  
REP Energy, LLC  
800 Bering Drive, Suite 250  
Houston, TX 77057

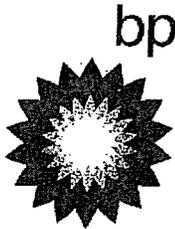
Dear Mr. Leibman,

The Department of Public Utilities ("Department") has reviewed your application for renewal of your **Competitive Supplier License, CS-078**, and is pleased to inform you that your application for renewal has been approved.

As a condition of maintaining this license, you must file updated information within 30 days of any material or organic change in the information required by 220 C.M.R. § 11.05(2), and you must comply with all relevant requirements of G.L. c. 164 and the regulations promulgated thereunder, including 220 C.M.R. §§ 11.00, 12.00 et seq. If you decide to request renewal of your license next year, please submit renewal application no later than September 1, 2013.

  
Mark D. Marini, Secretary





**BP Corporation North America Inc.**  
201 Helios Way  
Houston, TX 77079  
Direct 713 323-1649

August 19, 2010

**VIA OVERNIGHT MAIL**

Neil Liebman  
REP Energy LLC  
800 Bering Drive suite 250  
Houston TX 77024

**Re: EEI Master Agreement**

Mr. Liebman:

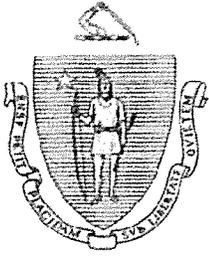
The accompanying EEI Master Agreement for REP Energy and AllStar is for their review and signature. When the documents have been fully executed please return one copy of the agreement to my attention in Houston. My address is:

Attention: Scott J Eckerman  
BP Corporation North America Inc.  
201 Helios Way  
Houston, Texas 77079

Please contact me with any further requests or questions at 713 323-1649. Thank you for your time and consideration.

With warm regard,

Scott J. Eckerman  
Contract Analyst



THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC UTILITIES

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

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ONE SOUTH STATION  
BOSTON, MA 02110  
(617) 305-3500

ANN G. BERWICK  
CHAIR

JOLETTE A. WESTBROOK  
COMMISSIONER

DAVID W. CASH  
COMMISSIONER

December 30, 2011

Jamie Rigell, President of Operation  
**REP Energy, LLC**  
800 Bering Drive, #250  
Houston, TX 77057

**RE: Renewal Competitive Supplier License #CS-078**

Dear Mr. Rigell,

The Department of Public Utilities (“Department”) has reviewed your application for renewal of a **Competitive Supplier License** in the Commonwealth of Massachusetts and is pleased to inform you that your application has been approved.

Your license number is **CS-078**.

As a condition of maintaining this license, you must file updated information within 30 days of any material or organic change in the information required by 220 C.M.R. § 11.05(2), and you must comply with all relevant requirements of G.L. c. 164 and the regulations promulgated thereunder, including 220 C.M.R. §§ 11.00, 12.00 *et seq.* If you decide to request renewal of your license next year, please submit renewal application no later than **September 1, 2012**.

Sincerely,

  
Mark D. Marini, Secretary

# State of New Hampshire

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

Form FLLC-1  
RSA 304-C:175

## APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

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

FIRST: The name of the limited liability company is REP Energy LLC

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

THIRD: It is formed under the laws of Texas

FOURTH: The date of its formation is December 21, 2007

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

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

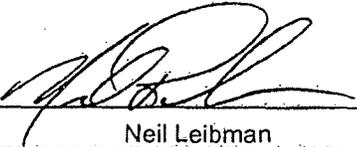
and the street address, town/city (including zip code and post office box, if any) of its registered office is (agent's business address in New Hampshire) 152 South Mast Street Goffstown NH 03045

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

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



T1321125071

\*Signature:   
Print or type name: Neil Leibman  
Title: Member  
Date signed: July 12, 2013

Complete address of person signing: 800 Bering Drive Suite 250  
Houston, Texas 77057

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:  
neil@hplco.com

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

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

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

**Form SRA – Addendum to Business Organization and Registration Forms  
Statement of Compliance with New Hampshire Securities Laws**

**Part I – Business Identification and Contact Information**

Business Name: REP Energy LLC

Business Address (include city, state, zip): 800 Bering Drive Suite 250 Houston, Texas 77057

Telephone Number: (713) 554-4301 E-mail: neil@hplco.com

Contact Person: Neil Leibman

Contact Person Address (if different): \_\_\_\_\_

**Part II – Check ONE of the following items in Part II.** If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1.  Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
  - A) This business has **10 or fewer owners**; and
  - B) Advertising *relating to the sale of ownership interests* has not been circulated; and
  - C) Sales of ownership interests – if any – will be **completed within 60 days** of the formation of this business.
2.  This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - \_\_\_\_\_
3.  This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - \_\_\_\_\_
4.  This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

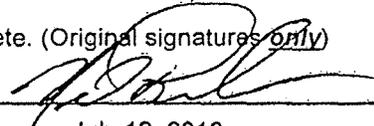
**Part III – Check ONE of the following items in Part III:**

1.  This business **is not being** formed in New Hampshire.
2.  This business **is** being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

**Part IV – Certification of Accuracy**

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print):	<u>Neil Leibman</u>	Signature:	
		Date signed:	<u>July 12, 2013</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____
Name (print):	_____	Signature:	_____
		Date signed:	_____