

NHPUC 8FEB'17 4:10:04



February 7, 2017

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

Re: Constellation NewEnergy, Inc.'s Application for Renewal to be a Competitive  
Electric Power Supplier in the State of New Hampshire

Dear Executive Director:

Constellation NewEnergy, Inc. has a current registration as a competitive electric power supplier in New Hampshire, which is set to expire in April 2017. Please find enclosed the following information for our renewal:

- Original Application for renewal and two copies
- Check for \$250 renewal fee
- Confidential aggregator report

If there are any questions or additional information required regarding Constellation NewEnergy, Inc.'s application for renewal please contact Amy Klaviter at 312-681-1855 or by email at [amy.klaviter@constellation.com](mailto:amy.klaviter@constellation.com).

Sincerely,

  
Catherine Stanley  
Analyst, Legal Compliance

Enclosures

cc: [executive.director@puc.nh.gov](mailto:executive.director@puc.nh.gov)

**Constellation NewEnergy, Inc.'s Renewal Application to become a Competitive  
Electric Power Supplier in the State of New Hampshire**

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

Constellation NewEnergy, Inc.  
[www.constellation.com](http://www.constellation.com)

- 2. The applicant's business address, telephone number, e-mail address, and website address, as applicable;**

Constellation NewEnergy, Inc.  
1310 Point Street  
Baltimore, MD 21231  
Telephone: 888-635-0827  
Website: [www.constellation.com](http://www.constellation.com)

- 3. The applicant's place of incorporation, if anything other than an individual;**  
Delaware

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

See Exhibit 1

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

- a. The name, business address and telephone number of the entity;**
- b. A description of the business purpose of the entity; and**
- c. A description of any agreements with any affiliated New Hampshire utility;**  
Constellation NewEnergy, Inc.'s affiliate, Constellation Energy Services, Inc., conducts business in New Hampshire. Constellation Energy Services, Inc. is also a retail electric supplier. We are not affiliated with a New Hampshire utility.

- 6. The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;**  
888-635-0827

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

For Complaints: Yolanda Shanks, Manager, 1221 Lamar Street, Suite 750, Houston, TX 77010, Telephone: 888-635-0827 Email: [contract\\_compliance@constellation.com](mailto:contract_compliance@constellation.com)

For Regulatory: Amy Klaviter, Analyst, Legal Compliance, 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606, Telephone: 312-681-1855, Email: [Amy.klaviter@constellation.com](mailto:Amy.klaviter@constellation.com)

- 8. The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;**  
Corporate Creations Network Inc.  
3 Executive Park Drive #201A  
Bedford, NH 03110  
Telephone: 603-369-3031
- 9. A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;**  
See Exhibit 2
- 10. A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;**  
Unitil Energy Systems  
Liberty Utilities (Granite State Electric)  
New Hampshire Electric Cooperative Inc.  
Eversource Energy (formerly Public Service Company of New Hampshire)
- 11. A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;**  
We intend to serve all types of customers in New Hampshire. Therefore, we would like to serve all rate classes (residential, commercial and industrial), which includes but is not limited to residential, domestic, general, and outdoor lighting rate schedules.
- 12. A listing of the states where the applicant currently conducts business relating to the sale of electricity;**  
California, Connecticut, Delaware, District of Columbia, Illinois, Massachusetts, Maine, Maryland, Michigan, New Hampshire, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island and Texas.
- 13. A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;**

California 2016 – 0 complaints  
 Connecticut 2016 – 1 complaint – door to door solicitation.  
 Delaware 2016 – 0 complaints  
 District of Columbia 2016 – 15 complaints – billing disputes, door to door solicitations, external cancellation requests, government aggregation disputes, early term fee disputes  
 Illinois 2016 – 96 complaints – billing disputes, door to door solicitations, external cancellation requests, government aggregation disputes, early term fee disputes, renewal dispute  
 Massachusetts 2016 – 2 complaint – contract dispute, government aggregation dispute  
 Maine 2016 – 0 complaints  
 Maryland 2016 - 13 complaints – early term fee, billing, enrollment not authorized, savings not realized, price to compare dispute  
 Michigan 2016 – 0 complaints  
 New Hampshire 2016 – 1 – contract copy not provided timely  
 New Jersey 2016 - 20 – aggregation disputes, early term fee disputes, billing disputes, usage, enrollment not authorized , cancellation not processed  
 New York 2016 – 9 – savings not realized, early term fee, enrollment not authorized, incorrect rate, government aggregation dispute  
 Ohio 2016 – 51 – early term fee, enrollment, billing, cancellation not processed, enrollment not authorized, contract length, savings not realized, rate dispute, door to door solicitation, government aggregation dispute  
 Oregon 2016 – 0 complaints  
 Pennsylvania 2016 - 53 – slamming, early term fee, enrollment not authorized, rates increasing, billing dispute, door to door solicitation  
 Rhode Island 2016 – 0 complaints  
 Texas 2016 – 1 – erroneous enrollment notifications  
 Virginia 2016 – 0 complaints

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

- a. For partnerships, any of the general partners;**
  - b. For corporations, any of the officers, directors or controlling stockholders; or**
  - c. For limited liability companies, any of the managers or members;**
- None of the principals of Constellation NewEnergy, Inc. or its subsidiaries have ever been convicted of any felony that has not been annulled by a court.

**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;**  
See Exhibit 3

**16. If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;**  
See Exhibit 3

- 17. For those applicants intending to telemarket, a statement that the applicant shall:**
- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;**
  - b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and**
  - c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;**  
Constellation NewEnergy, Inc. is not telemarketing in New Hampshire.

**18. For those applicants that intend not to telemarket, a statement to that effect;**  
Constellation NewEnergy, Inc. is not telemarketing in New Hampshire. If we decide to telemarket in the future, we will maintain a list of consumers that request to be on Constellation NewEnergy, Inc.'s do-not-call list, obtain monthly updated do-not-call lists from the National Do Not Call Registry and will not initiate calls to customers on either list.

**19. A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;**  
Constellation NewEnergy, Inc. uses the consolidated billing service of the local utility as well as direct billing to customers. See Exhibit 4 for the sample invoice sent to customers via direct billing.

**20. A copy of each contract to be used for residential and small commercial customers;**  
See Exhibit 5. Please note Constellation NewEnergy, Inc. is not serving residential customers at this time, but would like the ability to serve them in the future. We will submit a residential contract prior to serving residential customers; therefore, the contract enclosed is for small commercial customers.

**21. A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and**  
See Certification Statement

**22. The signature of the applicant or its representative.**  
See Certification Statement

**23. Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and CEPS in the form of:**

- a. A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange; and**
- b. A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability**

See Exhibit 6.

**24. Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include, but is not limited to, proof of membership in the New England Power Pool (NEPOOL) or any successor organization or documentation of a contractual sponsorship relationship with a NEPOOL member:**

See Exhibit 7.

**25. A \$250 re-registration fee:**

Enclosed.

**26. Evidence of financial security:**

See Exhibit 8.

Exhibit 1

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Exhibit 1

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Directors

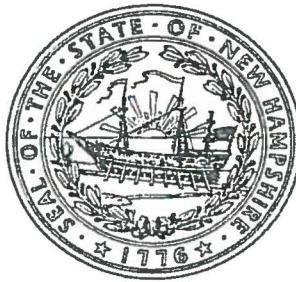
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# *State of New Hampshire*

## OFFICE OF SECRETARY OF STATE



I, ROBERT P. AMBROSE, Deputy Secretary of State of the State of New Hampshire, do hereby certify that the attached is a true copy of Application for Amended Certificate of Authority changing the name from AES NEWENERGY, INC. to CONSTELLATION NEWENERGY, INC. as filed in this office and held in the custody of the Secretary of State.



*In Testimony Whereof, I hereto set my hand and cause to be affixed the Seal of the State, at Concord, this 8<sup>th</sup> Day of October A.D. 2002*

*Robert P. Ambrose*

Deputy Secretary of State

Filing fee: \$35.00  
Use black print or type.  
Leave 1" margins both sides.

Form No. 42  
RSA 293-A:15.04

**FILED**

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY  
FOR PROFIT FOREIGN CORPORATION

OCT 04 2002

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE  
UNDERSIGNED CORPORATION HEREBY APPLIES FOR AN AMENDED CERTIFICATE OF AUTHORITY  
TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE  
FOLLOWING STATEMENT:

FIRST: The name of the corporation is: AES NewEnergy, Inc.

356449

SECOND: The name the corporation is currently using in the state of New  
Hampshire is: AES NewEnergy, Inc.

THIRD: The state or country of incorporation is: Delaware

FOURTH: The date the corporation was authorized to transact business in  
the state of New Hampshire is: 2/8/02

FIFTH: This application is filed for the following reason (complete all  
applicable items)

a. The corporation has changed its corporate name to: \_\_\_\_\_

Constellation NewEnergy, Inc.

b. The name the corporation will hereafter use in the state of New  
Hampshire is changed to: Constellation NewEnergy, Inc. (Note 1)

w/const.

c. The corporation has changed its period of duration to: N/A

d. The corporation has changed the state or country of its incorpora-  
tion to: N/A

Dated 9/25/2002

Constellation NewEnergy, Inc. (Note 2)

By Donna M. Levy (Note 3)

Signature of its Secretary

Donna M. Levy

Print or type name

Mail fee and ORIGINAL AND ONE EXACT OR CONFORMED COPY WITH A CERTIFICATE OF  
LEGAL EXISTENCE OR GOOD STANDING ISSUED BY THE STATE OR COUNTRY OF INCORPORATION  
(Note 4) to: Secretary of State, State House, Room 204, 107 North Main  
Street, Concord, NH 03301-4989

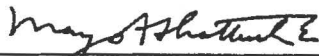


CONSENT OF USE OF NAME

Constellation Energy Group, Inc., a corporation organized under the laws of the State of Maryland, hereby consents to the use of name of Constellation NewEnergy, Inc. in the State of NEW HAMPSHIRE.

IN WITNESS WHEREOF, the said Constellation Energy Group, Inc. has caused this consent to be executed by its President and attested under its corporate seal by its Secretary, this 3rd day of October, 2002.

CONSTELLATION ENERGY GROUP, INC.

  
\_\_\_\_\_  
Mayo A. Shattuck, III  
President

Attest:

  
\_\_\_\_\_  
Kathleen A. Chagnon, Secretary

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONSTELLATION NEWENERGY, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

2938363 8300

AUTHENTICATION: 2004849

020599600

DATE: 09-26-02

## STATE OF NEW HAMPSHIRE

Filing fee: \$15.00  
Use black print or type.

Form No. 9  
RSA 293-A:5.02 (a) and 15.08 (a)

STATEMENT OF CHANGE OF REGISTERED OFFICE  
OR REGISTERED AGENT, OR BOTH, BY CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF DE SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED OFFICE OR ITS REGISTERED AGENT, OR BOTH, IN THE STATE OF NEW HAMPSHIRE:

FIRST: The name of the corporation is:

Constellation NewEnergy, Inc.

SECOND: The name of its registered agent is recorded as:

Corporation Service Company d/b/a Lawyers Incorporating Service

THIRD: The street address, town/city of its registered office is recorded as:  
14 Centre Street, Concord, New Hampshire 03301

FOURTH: The name of its new registered agent is (Note 1):

CT Corporation System

FIFTH: The street address, town/city of its new registered office is (Note 1):

9 Capitol Street, Concord, NH 03301

SIXTH: The street address, town/city of its registered office and the address of the business office of its registered agent, as changed, will be identical.

SEVENTH: (Print Name) CT Corporation System hereby consents to serve as registered agent for this corporation. (Note 2)

**FILED**

OCT 04 2002

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

Bonnie G. Schuman (Note 2)  
Signature of new agent

Dated 9/25, 2002

Constellation NewEnergy, Inc. (Note 3)

By Donna M. Levy (Note 4)  
Signature of its Secretary

Donna M. Levy  
Print or type name

- Notes:
1. Refer to law on reverse side. (If a post office box is given, the physical location must also be given.)
  2. If a Foreign Corporation, the seventh statement must be completed and signed by new agent or a letter of consent signed by new agent must be submitted with this form.
  3. Exact corporate name of corporation making the statement.
  4. Signature and title of person signing for the corporation. Must be signed by chairman of the board of directors, president or another officer; or see RSA 293-A:1.20(f) for alternative signatures.

Mail fee with ORIGINAL and ONE EXACT OR CONFORMED COPY to: Secretary of State, State House, Room 204, 107 North Main Street, Concord, NH 03301-4989

7/99

CD Corp Form 9 V-1.0

State of New Hampshire  
Department of State

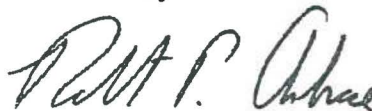
AMENDED CERTIFICATE OF AUTHORITY OF

AES NEWENERGY, INC.

The undersigned, as Deputy Secretary of State of the State of New Hampshire, hereby certifies that an Application of AES NEWENERGY, INC. for an Amended Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Amended Certificate of Authority to CONSTELLATION NEWENERGY, INC. to transact business in this State under the name of CONSTELLATION NEWENERGY, INC. and attaches hereto a copy of the Application for such Amended Certificate.

IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of October, 2002.



Robert P. Ambrose  
Deputy Secretary of State





## STATE OF NEW HAMPSHIRE

Filing fee: \$35.00  
Use black print or type.  
Leave 1" margins both sides.

Form No. 42  
RSA 293-A:15.04

**FILED**

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY  
FOR PROFIT FOREIGN CORPORATION

OCT 04 2002

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATIONS ACT, THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR AN AMENDED CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the corporation is: AES NewEnergy, Inc.

SECOND: The name the corporation is currently using in the state of New Hampshire is: AES NewEnergy, Inc.

THIRD: The state or country of incorporation is: Delaware

FOURTH: The date the corporation was authorized to transact business in the state of New Hampshire is: 2/8/02

FIFTH: This application is filed for the following reason (complete all applicable items)

a. The corporation has changed its corporate name to: \_\_\_\_\_

Constellation NewEnergy, Inc.

b. The name the corporation will hereafter use in the state of New Hampshire is changed to: Constellation NewEnergy, Inc. (Note 1)

c. The corporation has changed its period of duration to: N/A

d. The corporation has changed the state or country of its incorporation to: N/A

Dated 9/25/, 2002

Constellation NewEnergy, Inc. (Note 2)

By Donna M. Levy (Note 3)  
Signature of its Secretary

Donna M. Levy  
Print or type name

Mail fee and ORIGINAL AND ONE EXACT OR CONFORMED COPY WITH A CERTIFICATE OF LEGAL EXISTENCE OR GOOD STANDING ISSUED BY THE STATE OR COUNTRY OF INCORPORATION (Note 4) to: Secretary of State, State House, Room 204, 107 North Main Street, Concord, NH 03301-4989

State of New Hampshire  
Department of State

CERTIFICATE OF AUTHORITY OF

AES NEWENERGY, INC.

The undersigned, as Deputy Secretary of State of the State of New Hampshire, hereby certifies that an Application of AES NEWENERGY, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to AES NEWENERGY, INC. to transact business in this State under the name of AES NEWENERGY, INC. and attaches hereto a copy of the Application for such Certificate.



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of February A.D. 2002

Robert P. Ambrose  
Deputy Secretary of State

## STATE OF NEW HAMPSHIRE

Fee for Form 40-A: \$50.00  
Filing fee: \$35.00  
Total fees \$85.00

Use black print or type.  
Leave 1" margins both sides.

Form No. 40  
RSA 293-A:15.03

**FILED**

FEB 08 2002

APPLICATION FOR CERTIFICATE OF AUTHORITY  
FOR PROFIT FOREIGN CORPORATION

WILLIAM M. GARDNER  
NEW HAMPSHIRE  
SECRETARY OF STATE

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR A CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN NEW HAMPSHIRE, AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the corporation is AES NewEnergy, Inc.SECOND: The name which it elects to use in New Hampshire is AES NewEnergy, Inc.  
(Note 1)THIRD: It is incorporated under the laws of DelawareFOURTH: The date of its incorporation is 8/27/98 and  
the period of its duration is perpetual

FIFTH: (Complete this statement only if a Professional Association.) All the shareholders and those of its directors and officers as are required by the laws of (enter the State of Incorporation) \_\_\_\_\_ and by RSA 294-A:20 are licensed in one or more states, territories of the United States or the District of Columbia to render a professional service described in the statement of purpose of the corporation.

SIXTH: The complete address (including zip code and post office box, if any) of its principal office is AES NewEnergy, Inc. 350 South Grand Ave. Suite 2950  
Los Angeles, CA 90071

SEVENTH: The name of its registered agent in New Hampshire is \_\_\_\_\_  
Corporation Service Company d/b/a Lawyers  
Incorporating Service \_\_\_\_\_ and the complete address (including zip code and  
post office box, if any) of its registered office in New Hampshire is (agent's business address) \_\_\_\_\_  
14 Centre Street, Concord, New Hampshire 03301

(Note 2)

Exhibit 2

APPLICATION FOR CERTIFICATE OF AUTHORITY OF  
(corporate name) AES NewEnergy, Inc.

Form No. 40  
(cont.)

EIGHTH: The principal purpose or purposes which it proposes to pursue in the transaction of business in New Hampshire are the procurement and sale of electricity and related services

(Note 3)

NINTH: The names and usual business addresses of its current officers and directors are: (If there are additional officers or directors, attach additional sheet OR if the laws of the state of incorporation do not require directors, indicate below.)

Name

Office

Address

**OFFICERS**

See attached officers/directors rider

**DIRECTORS**

~~See attached officers/directors rider~~

J. Stuart Ryan

Sole Director

100 Pine Street, Suite 3300  
San Francisco, CA 94111

Dated

February 1, 2002

AES NewEnergy, Inc.

(Note 4)

By

Signature of its

Secretary

(Note 5)

Catherine Barron

Print or type name

Mail total fees of \$85.00, **DATED & SIGNED ORIGINAL & ONE EXACT OR CONFORMED COPY, CERTIFICATE OF LEGAL EXISTENCE OR GOOD STANDING ISSUED BY THE STATE OR COUNTRY OF INCORPORATION & FORM 40-A (see Notes 6 & 7)** to: Secretary of State, State House, Room 204, 107 North Main Street, Concord, NH 03301-4989



OFFICERS OF AES NEWENERGY, INC.

**Name:** Palevich, Clem  
**Title:** President  
**Office Address:**  
AES NewEnergy  
350 South Grand Avenue  
Suite 2950  
Los Angeles, CA 90071

**Name:** Kane, Eben  
**Title:** Vice President, Treasurer  
**Office Address:**  
AES NewEnergy  
350 South Grand Avenue  
Suite 2950  
Los Angeles, CA 90071

**Name:** Barron, Catherine (Cathy)  
**Title:** Vice President, Secretary  
**Office Address:**  
AES NewEnergy  
Top Floor  
535 Boylston St  
Boston, MA 02116-3720

**Name:** Moore, Jon  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
20th Floor  
1001 North 19th St  
Arlington, VA 22209

**Name:** Thomas, Aaron  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
350 South Grand Avenue  
Suite 2950  
Los Angeles, CA 90071

**Name:** Duprey, Peter  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
Top Floor  
535 Boylston St  
Boston, MA 02116-3720

**Name:** Gasca, Amy  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
Suite 200  
1301 McKinney  
Houston, TX 77010

Exhibit 2

**Name:** Hayduk, Brian  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
Suite 400  
551 Fifth Ave  
New York, NY 10176

**Name:** Kagan, Michael  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
Top Floor  
535 Boylston St  
Boston, MA 02116-3720

**Name:** Korandovich, Bob  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
Suite 1400  
250 E. Broad St  
Columbus , OH 43215

**Name:** O'Connor, Philip (Phil)  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
Suite 1100  
309 West Washington Avenue  
Chicago, IL 60606

**Name:** O'Neill, John  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
5th Floor  
530 Atlantic Ave  
Boston, MA 02210

**Name:** Rothstein, Steven  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
5th Floor  
530 Atlantic Ave  
Boston, MA 02210

**Name:** Sutton, Charles (Chuck)  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
Suite 1100  
309 West Washington Avenue  
Chicago, IL 60606

**Name:** Toppi, Edward  
**Title:** Vice President  
**Office Address:**  
AES NewEnergy  
1500 JFK Boulevard, Suite 222  
2 Penn Center  
Philadelphia, PA 19102

### Exhibit 3

- In August 2010, Constellation NewEnergy, Inc. ("Constellation") discovered and self-reported to the California Independent System Operator ("CAISO") a number of instances where it had inadvertently submitted incomplete Settlement Quality Meter Data ("SQMD") to the CAISO during the period of June 1 – July 17, 2011. On May 8, 2012, CAISO issued a letter of findings and conclusions indicating that Constellation's 2010 inaccurate meter data submissions constituted a violation of Tariff Section 37.5.2 and imposing a penalty of \$281,831.84. On June 11, 2012, Exelon (on behalf of Constellation) filed a request for waiver with the Federal Energy Regulatory Commission ("FERC") to allow a reduction of the penalty to \$42,000, consistent with the currently-effective tariff section 37.11.1. (After Constellation had allegedly violated the tariff provision, FERC had authorized a revision of the tariff to lower the potential penalties for inaccurate meter data submissions.) CAISO did not oppose the request and credited CNE the full amount of the penalty pending FERC's decision. On October 26, 2012 FERC granted the request and allowed a reduction of the penalty from \$281,831.84 to \$42,000.
- The California Public Utilities Commission ("CPUC") adopted a Settlement Order on March 10, 2011 in which Constellation NewEnergy, Inc. ("CNE") agreed to make a one-time payment of \$300,000 regarding failure to have sufficient Resource Adequacy contracts in place for a particular month. This stemmed from confusion during the first month utilizing a new CPUC reporting system for suppliers, in which the spreadsheet calculated the total value of all RA contracts throughout the year, making it appear to CNE that it had fulfilled its compliance obligation, when certain contracts only applied to later months. Upon notification, CNE immediately sought out and entered into additional bi-lateral contracts for the deficient amount, sending a corrected/updated database and notifying the CPUC within the time frame specified in the notice.
- On November 4, 2010, the Pennsylvania Public Utility Commission ("PUC") Bureau of Investigation and Enforcement initiated an informal investigation (Docket No. M-2012-2201861) of MXenergy Electric Inc.'s (now known as Constellation Energy Power Choice, Inc., License Number A-110168) residential marketing practices, specifically its door-to-door sales practices, in that state. The parties filed a proposed Settlement Agreement on January 6, 2012, which the PUC rejected by order adopted March 29, 2012. The PUC approved a settlement on December 5, 2013.
- In January 2012, the Georgia Public Service Commission ("Commission") initiated an investigation (Docket No. 35270) of MXenergy Inc.'s (now known as Constellation Energy Gas Choice, Inc., License Number GM-33) residential door-to-door marketing campaign. The Commission adopted a joint Settlement Agreement on July 17, 2012 settling allegations of alleged improper enrollments for 136 accounts. In its Order, the Commission notes no findings of violations and MXenergy Inc. has no admission of wrongdoing. Constellation has satisfied the terms of the Settlement.
- On December 10, 2014, the Connecticut Public Utilities Regulatory Authority initiated an Investigation of Constellation Energy Power Choice, Inc. (Docket No. 07-03-08RE03). The investigation is based on CEPC discovering and self reported to PURA that CEPC inadvertently failed to provide fixed-price expiration notices to certain customers. A final order was issued on September 23, 2015 accepting CEPC's offer to make a \$40,000 payment to Operational Fuel.


**Constellation.**

An Exelon Company

CNE CUSTOMER ID

STATEMENT NO.

PAGE

1 of 4

CNE ACCOUNT ID

STATEMENT DATE

02/01/2017

DUE DATE

03/04/2017

For questions or comments,  
please contact Customer Care  
at (888)835-0827  
Monday through Friday  
7:00 am to 6:00 pm  
Central Standard Time,  
or email us at  
customer@constellation.com.

When contacting Constellation,  
please reference the

**CNE ACCOUNT ID**

found at the top of this page.

**ACCOUNT BALANCE**

PREVIOUS STATEMENT DATE	01/03/2017
PREVIOUS BALANCE	\$8,092.67
PAYMENTS SINCE LAST INVOICE	\$0.00
DEBITS/CREDITS SINCE LAST INVOICE	\$0.00
LATE/FINANCE FEE	\$0.00
CURRENT CHARGES	\$7,902.21
<b>TOTAL AMOUNT DUE</b>	<b>\$15,994.88</b>

**WIRE TRANSFER INFORMATION:**

Constellation NewEnergy, Inc.  
ABA-ACH #111000012, ABA-WIRE  
#026009593  
ACCT #4426223690  
BANK: Bank of America

**REMITTANCE ADDRESS:**

Constellation NewEnergy, Inc.  
PO Box 4640  
Carol Stream, IL 60197-4640

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Payment Due

PLEASE RETURN THIS PORTION WITH PAYMENT AND MAKE ALL CHECKS PAYABLE TO Constellation NewEnergy, Inc.


**Constellation.**

An Exelon Company

 PO Box 4911  
Houston, TX 77210-4911

CNE CUSTOMER ID

STATEMENT NO.

DUE DATE

03/04/2017

CNE ACCOUNT ID

STATEMENT DATE

02/01/2017

**AMOUNT DUE**
**\$15,994.88**

ENTER AMOUNT ENCLOSED \$

Additional charges per the terms of your contract will be applied to the  
Total Amount Due if payment is not received on or before the due date.

**REMITTANCE ADDRESS:**


Constellation NewEnergy, Inc.  
PO Box 4640  
Carol Stream IL 60197-4640

Corporate Address

1340000000000001M7841510037661376000NE3597100015994880



## Exhibit 4

**Adjustments:** Any adjustments that were made to your account within the invoice period. Adjustments may be made for a variety of reasons, including special contract calculations, corrections to prior bills, or settlement of disputed charges.

**Administration Fee or Service Charge:** The fee or charge set forth for each account per billing cycle.

**Ancillary Service Charges:** charges regarding ancillary services as set forth in the applicable Independent Service Operator (ISO) Open Access Transmission Tariff (OATT) and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and Transmission Costs. Generally, these costs are associated with ensuring the reliability of the electrical grid.

**Capacity Charge:** Charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Generally, these costs are associated with ensuring there is enough generating capacity available now and in the future to meet customer requirements.

**Energy Charge - Non-Time of Use (TOU):** Charge per kWh for electricity supplied for all hours of each day.

**Kilowatt Hour (kWh):** A measure of the quantity of electricity (energy) that you use.

**Late Fees or Finance Charges:** Additional charges assessed to accounts for late payment of invoices. Payment terms and charge calculations are specified in your contract.

**Line Loss Charges:** The cost associated with the loss of electricity as it travels over the transmission and distribution wires.

**Locational Forward Reserves (LFR):** Ancillary service administered by the ISO that facilitates the availability of generating units in the future to provide backup reserve service to ensure system reliability.

**Reliability Must Run (RMR):** Ancillary service administered by the ISO. Generation resources scheduled to operate out-of-merit order and identified by the ISO as necessary to preserve regional system reliability.

**Renewable Portfolio Standards Cost (RPS):** NewEnergy's cost of procuring renewable energy to comply with Renewable Portfolio Standards (RPS) requirements, usually established by individual states. Generally, these costs are associated with requirements to support generating units that produce power using renewable fuels such as water (hydro-electric) and solar.

**Retail Service Charge:** A contracted charge for supplying electricity to an account, based upon total kWh consumption per billing cycle.

**Retail Trade Transaction (RTT):** The fixed unit Price and Quantity for a specific commodity for a specific delivery point and pattern.

**Transmission Service Charge:** The charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the Utility's service territory. Generally, these costs are associated with building and maintaining the electric transmission lines.

**Disputed Invoices:** Should you question any portion of your Constellation NewEnergy invoice, please call 888-635-0827 Monday to Friday 7AM-7PM Central Time, email [CustomerCare@constellation.com](mailto:CustomerCare@constellation.com), or write to: Constellation NewEnergy, c/o Customer Care, PO Box 4911 Houston, TX 77210-4911.

If you have a billing dispute that you are not able to resolve with Constellation NewEnergy you may file a complaint with the New Hampshire Public Utilities Commission (PUC). The PUC can be reached by phone at 800-852-3793 or you may visit their website at [www.puc.state.nh.us](http://www.puc.state.nh.us).

**Consumption Request:** At least twice per year a customer has the right to request and receive actual consumption information for each billing period during the prior year or months in which Constellation provided service to the customer.

**Environmental Disclosure:** You may access the Environmental Disclosure information on our website:

<http://www.constellation.com/solutions/for-your-commercial-business/solutions-by-state/new-hampshire-energy.html>

In the event of a service interruption or electric emergency, please contact your utility directly at:

Granite State Electric Company	800-465-1212	Public Service of New Hampshire	800-662-7764
New Hampshire Electric Co-operative	800-343-6432	Unitil Energy Systems	800-852-3339

**DISCLAIMER: General Understanding - This glossary is for informational purposes only. Please refer to your agreement with us for the defined terms that govern the contractual obligations applicable to us supplying you. Not all defined terms set forth above may be applicable to your agreement with Constellation NewEnergy.**

PLEASE RETURN THIS PORTION WITH PAYMENT AND MAKE ALL CHECKS PAYABLE TO Constellation NewEnergy, Inc.



Write account number on check and make payable to Constellation NewEnergy, Inc.

If the billing address is incorrect, please fax the new complete billing address to (877) 243-4968.


**Constellation.**

An Exelon Company

CNE CUSTOMER ID

[REDACTED]

STATEMENT NO.

[REDACTED]

PAGE

3 of 4

CNE ACCOUNT ID

[REDACTED]

STATEMENT DATE

02/01/2017

DUE DATE

03/04/2017

**SITE NAME**
**SERVICE LOCATION**
**PSNH ACCOUNT ID**
**CNE INVOICE ID**
**kWh**

96,617.00

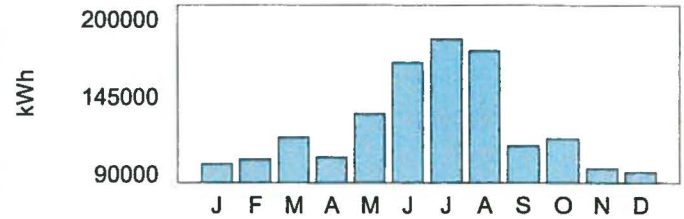
**SERVICE PERIOD**

12/30/2016 to 01/27/2017

**PRODUCT**

Fixed Price Solutions

## 12 MONTH HISTORY



METER NO(S). [REDACTED]

Contract Charges	Quantity	Contract/Market Rate	Amount
Energy Charge Non TOU	96,617.00	kWh at 0.0809300 \$/kWh	\$7,819.21
<b>Subtotal Contract Charges</b>			<b>\$7,819.21</b>
Market Charges	Quantity	Contract/Market Rate	Amount
Winter Reliability Charge 12/30/2016 - 12/31/2016	3,267.20	kWh at 0.0008590 \$/kWh	\$2.81
Winter Reliability Charge 01/01/2017 - 01/27/2017	93,349.80	kWh at 0.0008590 \$/kWh	\$80.19
<b>Subtotal Market Charges</b>			<b>\$83.00</b>
<b>Subtotal Charges from Constellation NewEnergy</b>			<b>\$7,902.21</b>
<b>Total Amount Due To Constellation NewEnergy</b>			<b>\$7,902.21</b>





Constellation NewEnergy, Inc.  
NH Small Commercial Electricity Supply Agreement

Constellation NewEnergy, Inc. ("Seller") and <<Buyer Name>> ("Buyer") (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of the date signed by Buyer (the "Effective Date"):

**Price:** For each billing cycle of Initial Term, Buyer shall pay the Fixed Rate per kWh identified in the Account Schedule, multiplied by the billing cycle usage for the Accounts. Both Parties recognize that Seller's charges include tariff charges that are set forth by the Utility, ISO-NE, the FERC, the PUC, and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller's cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

**Initial Term; Renewal:** This Agreement shall become binding on the Effective Date, however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) successful enrollment by the Utility identified in the Account Schedule below (the "Utility") of the Utility accounts identified in Account Schedule below (the "Accounts") and (b) the passage of the Rescission Period (defined below) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility the Accounts, as determined by the Utility and the New Hampshire Public Utilities Commission ("PUC"), to take from a retail electric supplier, (ii) Seller's determination, in its sole discretion, of price availability and that Buyer meets Seller's credit standards, and (iii) the accuracy and completeness of the information submitted in the Account Schedule. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" as identified in Account Schedule below ("Initial Term"). The actual Start Date is dependent on the Utility successfully enrolling the Account(s) and furnishing Seller with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates identified in the Account Schedule below reflect Utility information available at that time or as otherwise estimated by Seller. The actual meter read dates may occur on or about the dates set forth herein. Seller will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If Seller is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled Utility meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. Seller shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by Seller, then Seller may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Seller will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$<Insert Holdover Rate>/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**After the Initial Term, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller** unless (i) terminated by Buyer giving Seller notice prior to the end of the Initial Term (provided it may take up to two billing cycles for Buyer to be de-enrolled from Seller's service with the Utility), (ii) terminated by Seller by giving 30 days written notice prior to the end of the Initial Term, or (iii) Buyer and Seller agree to a new price and term as evidenced by a fully executed agreement between the Parties. After the Initial Term, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party, provided that any such termination by Seller shall be effective 30 days after written notice is given to Buyer.

FOR INTERNAL USE ONLY



Exhibit 5

**Billing and Payment:** Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Buyer authorizes the Utility to release data to Seller relating to Buyer's billing, usage, and payment data, including without limitation, to disclose to Seller on a periodic basis the status of the Buyer's Account as either subject to (1) a budget billing plan with the Utility; (2) a payment plan with the Utility; or (3) neither a budget billing plan nor a payment plan with the Utility. Seller's charges or credits not invoiced through the Utility (including early termination fees pursuant to Section 2 below shall be invoiced or credited, respectively, directly by Seller and the payment shall be due **20 days** after the invoice date. After the Initial Term, Seller may invoice Buyer's Accounts directly.

**Taxes:** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

**Certain Warranties.** You warrant and represent that the electricity supplied under this Agreement is not for use at a residence.

**Notices.** Notices may be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses as listed below. Either of us can change our address by notice to the other pursuant to this paragraph. Buyer may also provide notice by calling Seller between 8am and 7pm Monday through Friday Eastern Prevailing Time, except holidays, at 1-888-635-0827.

**Questions, Complaints and Concerns:** Buyer may contact Seller between 8am and 7pm Monday through Friday Eastern Prevailing Time, except holidays, at 1-888-635-0827. Seller's mailing address is 1221 Lamar St, Suite 750, Houston, Texas 77010 and its website is [www.constellation.com](http://www.constellation.com). In the event of a dispute, Buyer should contact Seller's customer service department to discuss the complaint. If the matter is not resolved or for other questions, Buyer may contact the New Hampshire Public Utilities Commission (NH PUC) by calling its Consumer Affairs Division at 1-800-852-3793 Monday through Friday between 8:00am and 4:30pm, or by writing to the PUC at Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429 by visiting <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>. If you do not wish to receive telemarketing calls, you may contact the Telephone Preference Service of the Direct Marketing Association and request to be put on a "do-not-call" list. The Direct Marketing Association website address is: <http://www.dmaconsumers.org/offtelephonenumberlist.html>.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
<Insert Utility Name>	<Insert Utility Abbreviation>	<Insert Contact Numbers>

**RESCISSION PERIOD: BUYER HAS (A) 3 BUSINESS DAYS FROM RECEIPT OF THE TERMS OF SERVICE DOCUMENT ("TOS") PROVIDED BY SELLER IF THE TOS ARE DELIVERED IN PERSON OR ELECTRONICALLY; OR (B) 5 BUSINESS DAYS FROM THE POSTMARK DATE OF THE TOS IF SENT BY US FIRST CLASS MAIL.**

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

Customer: <Customer Name>

By:

By: \_\_\_\_\_

Name:

Name:

Title:

Title: Error! Reference source not found.

Date:

Address: 1221 Lamar St. Suite 750  
Houston, Texas 77010

Address:

Attention: Contracts Administration

Attention:

Facsimile: (888) 829-8738

Facsimile: Error! Reference source not found.

Telephone: (888) 635-0827

Telephone:

FOR INTERNAL USE ONLY

Email Address:

---

FOR INTERNAL USE ONLY

Reference Number: 1-XXXXXXXX | Account Representative: E | FORM: Siebel - 1-XXXXXXXX | Page - 3 - of 6 | Printed: xx/xx/xxxx | E  
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**\*This draft is preliminary and subject to further changes prior to release\***

## General Terms and Conditions

**1. Credit Requirements:** If at any time during the Initial Term Buyer fails to pay timely or fails to meet Seller's credit standards, Seller may request that Buyer pay a deposit within 3 business days of Seller's request in an amount not to exceed (a) two times the highest month's estimated invoice amount in the past 12 months, plus (b) any mark to market exposure associated with this Agreement. Interest will not be paid on cash deposits. If this Agreement is terminated, any deposit may be applied to past due amounts or outstanding invoices and any excess will be returned to Buyer (if applicable) once all obligations to Seller have been fully satisfied.

**2. Termination; Remedies:** Seller may terminate Buyer's service under this Agreement for non-payment with at least 10 business days' written notice. In the event (1) Buyer terminates this Agreement with respect to an Account by failing to take electricity for such Account before the end of the Initial Term (except as permitted in this Agreement) or (2) Seller terminates this Agreement as a result of Buyer's default under the terms of this Agreement, then Buyer shall pay an amount (that Seller will calculate using its reasonable judgment) equal to the positive difference (if any) between (a) the dollar amount Buyer would have paid to Seller under this Agreement had it not been terminated early and (b) the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, plus any amounts past due and any additional costs reasonably incurred by Seller. Seller shall act in good faith and in a commercially reasonable manner when determining the price at which power could have been resold. The Parties expressly acknowledge that if Buyer defaults, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.

**3. Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

**4. Indemnification obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service,

deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

**5. Limitation on Liability.** Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

**6. Relationship of Parties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

**7. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**8. Miscellaneous:** Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at

FOR INTERNAL USE ONLY



**\*This draft is preliminary and subject to further changes prior to release\***

the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Seller may assign this Agreement, provided: (i) Seller gives Buyer at least fourteen (14) days prior written notice; (ii) such written notice informs Buyer that it may elect to (a) enroll with a different retail electric supplier or (b) return to Utility default service; and (iii) Seller receives all required regulatory approvals (if any). Buyer may assign this Agreement only with Seller's prior written consent and any attempted assignment without such consent shall be void. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties. By agreeing to the terms and conditions herein, each individual additionally warrants that he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency.

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Reference Number: 1-XXXXXXX | Account Representative: E | FORM: Siebel - 1-XXXXXXX | Page - 5 - of 6 | Printed: xx/xx/xxxx | E  
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**ACCOUNT SCHEDULE:**For: **<Customer Name>****The pricing set forth below is only valid until 5:00 PM Error! Reference source not found. on <Insert Date>**

CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

*Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.*

**TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (888) 829-8738.**

No. of Service Accounts:

UDC	UDC Account Number	Service Address	Start Date	End Date	Fixed Rate (\$/kWh)

**FOR INTERNAL USE ONLY**

Reference Number: 1-XXXXXXXX | Account Representative: E | FORM: Siebel - 1-XXXXXXXX | Page - 6 - of 6 | Printed: xx/xx/xxxx | E  
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**Unitil**

Unitil Energy Systems, Inc.

**Electronic Data Interchange (EDI) Certification*****Unitil Energy Systems (UES)***

Issued to: Constellation NewEnergy  
Represented by: Rachel Mefford

Issued by: Unitil Energy Systems  
Represented by: Jeffrey Pentz

Date: 2/5/2010

---

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and [supplier]. As of [date], Unitil Energy Systems does hereby declare [supplier] 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

[supplier] has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. [supplier] 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

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

Attn: Matthew W. Sigg  
Director of Operations, Transaction Management  
Constellation NewEnergy  
1221 Lamar St, Suite 750  
Houston, TX 77010

May 5, 2009

Dear Mr. Sigg,

This is to certify that Constellation NewEnergy has complied with the training and testing requirements of the New Hampshire Public Utilities Commission and that Constellation NewEnergy has successfully demonstrated electronic transaction capability with the New Hampshire Electric Cooperative.

Sincerely,

*William Bayard*

William Bayard

Economist & Load Research Analyst  
New Hampshire Electric Cooperative  
579 Tenney Mtn. Highway  
Plymouth, NH 03264-3154

603-536-8879





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

## **COMPLETION OF EDI TESTING**

This is to certify that on JULY 3rd, 2014

**Constellation New Energy, Inc.**

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

---

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

# Public Service of New Hampshire Certificate of Completion

*is hereby granted to:*

*AES NewEnergy*

*to certify that they have completed to satisfaction*

*EDI Testing*

*Granted: August 2, 2002*

*Marlon H. Baese*

*Marlon Baese, Technical Contact*





## Exhibit 7



NEW ENGLAND POWER POOL

## Current Members

[HOME](#) [ABOUT NEPOOL](#) [PARTICIPANTS](#) [MEETINGS](#) [CALENDAR](#) [LIBRARY](#) [Current Issues](#) [NEPOOL GIS](#) [LINKS](#) [IMAPP](#)
Pre-Printed Rosters: [Sector Roster](#) [Alphabetical \(by Voting Member\)](#) [Alphabetical \(2d RNA\)](#)

## ISO-NE CAMS:

Abert Power & Gas, LLC	Danvers Electric Division	HQ Energy Services (U.S.) Inc.	Hallor Energy Marketing	Saracen Energy East LLC
Acadia Center	Darb Energy, LLP	Hammond Bridge Energy LLC	Narragansett Electric Company	Saracen Power, LLC
AquaNet Company	Dartmouth Power Associates LP	Hammond Lumber Company	National Gas & Electric, LLC	Service Energy, LLC
Asar Power Services LLC	D&E Energy, LLC	Hampshire Council of Governments	NEPA II, LLC	SFE Energy Connecticut LLC
Agora Energy LLC	Deerwater Wind Back Island LLC	Hancock Wind, LLC	New Brunswick Energy Mktg. Corp.	SFE Energy Massachusetts LLC
Algonquin Energy Services Inc.	Devon Power LLC	Harlowe Wind Farm, LLC	New England Contracting Co. Inc.	Spill Energy, North America (USA) L.P.
Alphaterra Fossil LLC	Devonshire Energy LLC	Harborside Energy of Massachusetts	New England Energy Connection, LLC	Shipley Group, LLC
Amor Northeast LLC	DFC EPCOT LLC	Harvard Duxbury Energy Limited	New England Power Company	Shipley Group, LLC
American OIL LLC	Direct Energy Business LLC	Hesa Corporation	New England Vireo Technologies Corp.	Shipyard Energy, LLC
American PowerNet Management LP	Direct Energy Business Marketing LLC	High Line Foods (USA) Incorporated	New Hampshire Electric Corp. Inc.	Shipyard Energy, LLC
American Energy Partners LLC	Douglas Power, Inc.	Hillco Energy, LLC	New Hampshire Industries, Inc.	Shorebury Electric & Cable Operations
Anabatic Management LLC	Common Energy Marketing, Inc.	Hingham Municipal Lighting Plant	NH Office of Consumer Advocate	SmartEnergy Holdings LLC
Anthony Christopher M	Common Nuclear Connecticut, Inc.	Horton Municipal Light Department	New Hampshire Transmission, LLC	Solar Energy, LLC
Aurion Wind Energy, LLC	DTB Energy, Trading, Inc.	Holbrook Gas & Electric Department	New York State Electric & Gas, Inc.	Somerset Power, LLC
Avalon Energy, LLC	Duke Energy Comm. Enterprises, Inc.	Howard Wind LLC	NextEra Energy Marketing, LLC	South Hadley District Light Department
Ashburnham Municipal Light Plant	Dynasty Power Inc.	Hudson Energy Services LLC	NextEra Energy Maine, Inc.	South Jersey Energy Company
Aspen Energy, LLC	Energy Marketing and Trade LLC	Hudson Light and Power Department	NextEra Energy Resources, LLC	South Jersey Energy 1821, LLC
Associated Industries of Massachusetts	East Avenue Energy LLC	Hull Municipal Lighting Plant	NextEra Energy Subrock LLC	South Jersey Energy 1822, LLC
Astral Energy LLC	EDF Energy Services LLC	Ipswich Energy Services, Inc.	Natural Wind Power, LLC	Seak Energy, LP
Athens Energy, LLC	EDF Trading North America, LLC	ISD Energy, LLC	Noble Americas Gas & Power Corp.	Springfield Power LLC
Athens Energy MA, LLC	Ecotal Investments LLC	Indeck Energy, Alexandria, LLC	Noble Environmental Power, LLC	Spring Mountain Wind, LLC
Aurigale Renewables, LLC	Electricity Maine, LLC	Independence Energy Group LLC	Norfolk Energy Services, LLC	STEC Energy, Inc.
Backyard Farms, LLC	Electricity N.H. LLC d/b/a E&H Power	Industrial Energy Consumer Group	North America Power Partners LLC	Stetson Municipal Electric Light Dept
Backyard Farms Energy, LLC	Electrolia, Inc.	Industrial Power Services Corporation	North American Power and Gas, LLC	Stetson Wind II, LLC
Both Iron Works Corporation	Elgas Energy, LLC	Inertia Power III LP	North Atlantic Electric Dept	Stetson Wind III, LLC
B&B LLC d/b/a Connecticut Eastern Energy	Elgas Energy Services Sub No 1 LLC	Inmate Gas Supply, Inc.	Norfolk Power LLC	Stetson Wind IV, LLC
Beacon Falls Energy Park, LLC	Elgas Energy Services Sub No 2 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind V, LLC
Beaumont Power Company, LLC	Elgas Energy Services Sub No 3 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind VI, LLC
Berkshire Power Company, LLC	Elgas Energy Services Sub No 4 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind VII, LLC
Berlin Station, LLC	Elgas Energy Services Sub No 5 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind VIII, LLC
Black Bear Hydro Partners, LLC	Elgas Energy Services Sub No 6 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind IX, LLC
Blackstone Hydro, Inc.	Elgas Energy Services Sub No 7 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind X, LLC
Bloom Energy Corporation	Elgas Energy Services Sub No 8 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XI, LLC
Blue Sky, Ltd. LLC	Elgas Energy Services Sub No 9 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XII, LLC
Blue Sky West, LLC	Elgas Energy Services Sub No 10 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XIII, LLC
BlueRock Energy, Inc.	Elgas Energy Services Sub No 11 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XIV, LLC
B&P Partners Energy Trading Co.	Elgas Energy Services Sub No 12 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XV, LLC
Boston Energy Trading and Marketing	Elgas Energy Services Sub No 13 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XVI, LLC
Bayshore Municipal Light Department	Elgas Energy Services Sub No 14 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XVII, LLC
B&P Energy Company	Elgas Energy Services Sub No 15 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 16 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 17 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 18 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 19 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 20 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 21 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXIV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 22 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 23 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXVI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 24 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXVII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 25 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 26 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 27 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 28 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 29 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 30 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 31 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXIV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 32 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 33 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXVI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 34 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXVII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 35 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 36 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XXXIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 37 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XL, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 38 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 39 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 40 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 41 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLIV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 42 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 43 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLVI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 44 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLVII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 45 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 46 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind XLIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 47 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind L, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 48 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 49 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 50 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 51 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LIV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 52 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 53 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LVI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 54 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LVII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 55 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 56 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 57 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 58 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 59 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 60 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 61 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXIV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 62 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 63 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXVI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 64 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXVII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 65 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 66 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 67 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 68 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 69 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 70 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 71 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXIV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 72 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 73 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXVI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 74 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXVII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 75 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 76 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 77 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 78 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 79 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 80 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 81 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXIV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 82 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 83 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXVI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 84 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXVII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 85 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 86 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 87 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 88 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 89 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 90 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 91 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXIV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 92 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXV, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 93 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXVI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 94 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXVII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 95 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXVIII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 96 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXIX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 97 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXX, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 98 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXXI, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 99 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXXII, LLC
Bayshore Electric Light Department	Elgas Energy Services Sub No 100 LLC	Inmate Gas Supply, Inc.	Norfolk Municipal Light Department	Stetson Wind LXXXXXIII, LLC

## Exhibit 7

Conn. Materials Innovations & Recycling Authority	Garland Manufacturing Company	Moore Company, The	Westfield Gas & Electric Light Dept.
Conn. Municipal Electric Energy Coop	Garland Power Company	Moore Energy LLC	Wheelabrator Bridgeport, LP
Conn. Office of Consumer Counsel	Gas Recovery Systems, LLC	Morgan Stanley Capital Group, Inc.	Wheelabrator North Andover, Inc.
Conn. Transmission Municipal Electric Energy Coop	GBE Power, Inc.		WM Renewable Energy, LLC
Conservation Law Foundation	GDF SUEZ Energy Marketing NA, Inc.		Wolfeboro Municipal Electric Department
Consolidated Edison Co. of N.Y., Inc.	GenBright, LLC		Wolverine Holdings, L.P.
Consolidated Edison Development, Inc.	GenConn Energy, LLC		XOCM Energy, LLC
Consolidated Edison Energy, Inc.	GenOn Energy Management, LLC		Yes Energy, LLC
Consolidated Edison Solutions, Inc.	Georgetown Municipal Light Dept.		Z-TECH, LLC
Constellation Energy Power Choice, LLC	Geose River Hydro, Inc.		
Constellation Energy Services, Inc.	Granite Reliable Power, LLC		
Constellation NewEnergy, Inc.	Granite Ridge Energy, LLC		
Convergent Energy and Power, LLC	Grassy Renewables, Inc.		
Covanta Energy Marketing, LLC	Great Bay Power Marketing, Inc.		
Covanta Haverhill Associates, LP	Green Berkshires, Inc.		
Covanta Projects of Wallingford, LP	Green Development, LLC d/b/a Wind Energy Development, LLC		
CPV Tarrant, LLC	Green Mountain Energy Company		
Crocket Valley Energy Center, LLC	Green Mountain Power		
Cross-Sound Cable Company, LLC	Green Power USA		
Cumulus Master Fund	Grison Electric Light Department		
	Groveland Electric Light Department		

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## **GUARANTY AGREEMENT**

This Guaranty Agreement (the "**Guaranty**") is made by **Exelon Generation Company, LLC** ("**Guarantor**"), a Pennsylvania limited liability company, in favor of the New Hampshire Public Utilities Commission ("**Counterparty**").

1. **Guaranty.** Guarantor hereby unconditionally and absolutely guarantees the punctual payment when-due of the payment obligations of Constellation NewEnergy, Inc. ("**Constellation**") to the Counterparty (collectively, the "**Guaranteed Obligations**"); *provided, however, that* the total liability of Guarantor hereunder is limited to three hundred fifty thousand dollars (\$350,000) ("**Liability Cap**"). Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only.

By acceptance of this Guaranty, the Guaranty agrees that this Guaranty replaces, supersedes and renders null and void any prior guaranty provided to support Constellation's obligations to the Counterparty including, without limitation, the guaranty dated as of January 21, 2010 by Constellation Energy Group, Inc.

2. **Guaranty Absolute.** The obligations of the Guarantor hereunder are several from Constellation or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for Counterparty, in order to enforce payment by Guarantor under this Guaranty, to show any proof of Constellation's default, to exhaust its remedies against Constellation, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by Counterparty upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Constellation or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Constellation or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. **Waiver.** This is a guaranty of payment and not of collection. Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by Counterparty in reliance hereon or in connection herewith;

- (b) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations; and
- (c) any requirement that suit be brought against, or any other action by Counterparty be taken against, or any notice of default or other notice be given to, or any demand be made on Constellation or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

4. **Reservation of Defenses.** Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a Guaranty. Guarantor does reserve the right to assert defenses which Constellation may have to payment of any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Constellation and other defenses expressly waived hereby.

5. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon receipt, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, facsimile or personally delivered. Notices shall be sent to the following addresses:

If to Counterparty:

Debra Howland  
Executive Director  
New Hampshire Public Utilities Commission  
21 S. Fruit Street, Suite 10  
Concord, NH 03301-2429  
Phone: (603) 271-1164

If to Guarantor:

Exelon Generation Company, LLC  
10 South Dearborn Street, 52nd Floor  
Chicago, Illinois 60603  
Attn: Treasurer and Assistant Treasurer  
Fax (312) 394-4082

with a copy to:

Constellation NewEnergy, Inc.  
100 Constellation Way, Suite 600C  
Baltimore, MD 21202  
Attn: Credit Department  
Phone: 410-470-6000  
Fax: 410-468-3828

Constellation NewEnergy, Inc.  
Attn: Managing Counsel, Retail  
100 Constellation Way  
Suite 1200C  
Baltimore, MD 21202  
Fax No.: (410) 470-2600

6. **Demand and Payment.** Any demand by Counterparty for payment hereunder shall be in writing, signed by a duly authorized representative of Counterparty and delivered to the Guarantor pursuant to **Section 5** hereof, and shall (a) reference this Guaranty, (b) specifically identify Constellation, the nature of the default, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.

7. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of Counterparty to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

8. **Term: Termination.** This Guaranty may be terminated at any time by the Guarantor by providing at least thirty (30) days' prior written notice to Counterparty; provided, however, Guarantor agrees that the obligations and liabilities hereunder shall continue in full force and effect with respect to any Guaranteed Obligations under any Agreement entered into on or prior to the date of such termination.

9. **Captions.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

10. **Representation and Warranties.**

The Guarantor represents and warrants as follows:



- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.
- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting Counterparty's rights and to general equity principles.

11. **Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

12. **Confidentiality.** The Counterparty shall keep the existence and the terms of this Guaranty confidential. The Counterparty shall only disclose the existence of this Guaranty to those employees and agents who have a need to know and who agree to keep the existence and terms of this Guaranty confidential.

13. **GOVERNING LAW.** THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW HAMPSHIRE.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this 2nd day of April, 2012.

Guarantor: Exelon Generation Company, LLC

JPM/JWD  
3/28/12

By: Stacie Frank  
Name: Stacie Frank  
Title: VP and Treasurer

## Certification Statement

STATE OF MARYLAND  
COUNTY OF BALTIMORE CITY

David Ellsworth, being duly first sworn, deposes and says that he is the Senior Vice President of Constellation NewEnergy, Inc.; that he has authority to submit this application for renewal on behalf of Constellation NewEnergy, Inc.; he has read the foregoing Application for Renewal of Constellation NewEnergy, Inc. to become a Competitive Electric Power Supplier in New Hampshire ("Application"), and all of the attachments accompanying and referred to within the Application; and that the statements contained in the Application and the attachments are truthful, accurate and complete to the best of his knowledge, information, and belief

  
David Ellsworth  
Senior Vice President

Subscribed and sworn to before me  
This 6<sup>th</sup> day of February, 2017.

  
Notary Public

