

Attachment 1 - Authorization to do business in New Hampshire

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CATALYST POWER & GAS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 22, 2024. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **954957**

Certificate Number: **0006699684**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: CATALYST POWER & GAS LLC	Business ID: 954957
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 02/22/2024	Name in State of Formation: CATALYST POWER & GAS LLC
Date of Formation in Jurisdiction: 08/26/2020	
Principal Office Address: 600 Franklin Avenue, Unit 268, Garden City, NY, 11530, USA	Mailing Address: 600 Franklin Avenue, Unit 268, Garden City, NY, 11530, USA
Citizenship / State of Formation: Foreign/Delaware	
	Last Annual Report Year: N/A
	Next Report Year: 2025
Duration: Perpetual	
Business Email: dara@catalystpower.com	Phone #: 516-986-0714
Notification Email: dara@catalystpower.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Utilities	Electric Power Distribution
2	Utilities	Natural Gas Distribution

Page 1 of 1, records 1 to 2 of 2

Principals Information

Name/Title	Business Address
Catalyst Power Repco LLC / Member	600 Franklin Avenue, Unit 268, Garden City, NY, 11530, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street Suite 313, Concord, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#)
 [Address History](#)
 [View All Other Addresses](#)
 [Name History](#)
 [Shares](#)
[Businesses Linked to Registered Agent](#)
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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Attachment 2 – Evidence of ISO New England Market Participation



David T. Doot
Secretary

February 3, 2021

Catalyst Power & Gas, LLC
c/o Dara Phillips
Chief Financial Officer
Catalyst Power Holdings
Dara@catalystpower.com

Dear Dara:

You have requested that the New England Power Pool (“NEPOOL”), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you whether Catalyst Power & Gas, LLC (“Catalyst”) is a member “in good standing in NEPOOL.” This letter is in response to that request.

As of the date of this letter, Catalyst is a NEPOOL member entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL’s governing document. On January 29, 2021, NEPOOL submitted a filing to the Federal Energy Regulatory Commission (“FERC”), which was assigned FERC Docket No. ER21-1008-000, for FERC acceptance as of February 1, 2021 of, among others, Catalyst’s membership, subject to the conditions and waivers agreed to between NEPOOL and Catalyst reflected in that filing.

Catalyst is also a Market Participant under the ISO New England Inc. (“ISONE”) Transmission, Markets and Services Tariff (“Tariff”) pursuant to a Market Participant Service Agreement by and between Catalyst and ISO-NE.¹ Catalyst is not in default of its obligations under the NEPOOL Agreement or the Tariff, which could otherwise result in a suspension or termination of Catalyst’s status as a NEPOOL Participant and Market Participant. Catalyst has not requested termination of, nor has NEPOOL received an application or has a request pending for, the termination of Catalyst’s status as a NEPOOL Participant or as a Market Participant under the Tariff.

Respectfully,

David T. Doot
Secretary

¹ The MPSA with Catalyst will be reported by ISO-NE as MPSA No. 155859.



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Committees and Groups

System Planning

Markets and Operations

Participate > Participant and Asset Listings

Participant Directory

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

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

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

Company Details: Catalyst Power & Gas LLC

600 Franklin Ave #268
Garden City, NY 11530

Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
155859	Supplier	Participant	Market Participant		Y

Participant Related Persons

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

Votes for this company are cast by:

Self

This company also votes on behalf of:

None

Updating the Directory

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

- User guides for CAMS
- CAMS FAQs

Problems?

Contact Participant Support and Solutions if you are having trouble with the directory.

APPLICATIONS

[GADS Reporting](#)

[IRTT](#)

[ISO Express](#)

[Ask ISO](#)

MARKETS AND OPERATIONS FORECASTING

[Morning Report](#)

[Seven-Day Forecast](#)

[Three-Day Forecast](#)

[Power System Status](#)



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PARTICIPANT SUPPORT

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Attachment 3 – Sample bill

Catalyst Power & Gas LLC

600 Franklin Ave, #268
Garden City, NY 11530

CUSTOMER SERVICE: (888) 789-7250

Monday - Friday 8:30 am to 5:00 pm
customer@catalystpower.com
www.catalystpower.com

Customer: [REDACTED]



More power to you.

Billing Account #: 7587 [REDACTED]-588

Invoice #: 8483 [REDACTED]

Summary as of Jun 27, 2024

(account information starts on next page)

Previous Amount Due:	\$25,219.03
Total Payments Received:	-\$25,219.03
Balance Forward:	\$0.00
Current Charges:	\$40,491.29
Amount Due Jul 15, 2024:	\$40,491.29

Detach here, and include this coupon and check payable to **Catalyst Power** in the enclosed envelope, allowing the Post Office 7 days to deliver.

Catalyst Power & Gas LLC
600 Franklin Ave, #268
Garden City, NY 11530

Invoice #:	8483 [REDACTED]
Billing Account #:	7587 [REDACTED]-588
Date Mailed:	Jun 27, 2024
Date Due:	Jul 15, 2024
TOTAL AMOUNT DUE:	\$40,491.29
If paid after 7/15/24, add late charge of:	\$2,024.56
After 7/15/24, Pay:	\$42,515.85
TOTAL AMOUNT ENCLOSED:	\$ [REDACTED]

Remit Payment To

Catalyst Power
600 Franklin Ave, #268
Garden City, NY 11530



7587 [REDACTED] 5880004049 [REDACTED]

PAYMENTS

Billing Account #: 7587 [REDACTED]-588

PAYMENT DETAILS

Payment Date	Payment Description	Amount	Total
Jun 17, 2024	Payment Received - Thank You	-\$25,219.03	

Payments Received

-\$25,219.03

ACCOUNT INFORMATION

Account #: 7587 [REDACTED]-61-4452

LDC #: [REDACTED]

Service Address: [REDACTED]

Service Agreement Expires : 10/25/2025

USAGE DETAILS

Service Period	Estimate	Meter #	Unit	Previous Meter Read	Current Meter Read	Mult.	Quantity
05/24/24 - 06/24/24	N	[REDACTED]	kWh	7	7	80	0.0

CHARGE DETAILS

Date	Charge Description	Amount	Total
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Current Charges

\$0.00

ACCOUNT INFORMATION

Account #: 7587 [REDACTED]-61-4693

LDC #: [REDACTED]

Service Address: [REDACTED]

Service Agreement Expires : 10/25/2025

USAGE DETAILS

Service Period	Estimate	Meter #	Unit	Previous Meter Read	Current Meter Read	Mult.	Quantity
05/24/24 - 06/24/24	N	[REDACTED]	kWh			800	270,122.0

CHARGE DETAILS

Date	Charge Description	Amount	Total
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06/24/24	Energy (270,122.0 x \$0.149900 per kWh)	\$40,491.29	
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Current Charges

\$40,491.29

**Attachment 4 –
Copy of contract to be used
for Small Commercial
customers**

**CATALYST POWER & GAS LLC
NEW HAMPSHIRE COMMERCIAL CUSTOMER CONTRACT
FIXED PRICE ELECTRICITY SUPPLY**

Customer Name			
Customer Contact	Name:		Phone:
	Title:	Email:	
Billing Address			
Account Information	See Schedule A for schedule of Utility Accounts		

TAX-EXEMPT STATUS: Any customer claiming tax-exempt status must provide a fully executed State Tax Exemption Certificate. If a Tax Exemption Certificate is not provided, Catalyst Power is obligated to collect sales tax in connection with these charges to Customer.

The undersigned representative of the Customer is duly authorized to execute this Agreement and bind the Customer to this Agreement. By signing this Agreement, Customer hereby agrees to all Terms and Conditions and authorizes the local utility company to provide to Catalyst Power all information relative to Customer's utility account, including, but not limited to, consumption history, load profiles, payment history and 12 months of interval-metered data, if available for the accounts listed below herein, and authorizes the local utility to complete the switch to Catalyst Power for electricity supply service in accordance with the utility's tariffs and applicable statutes and regulations. This authorization shall remain in effect until revoked in writing by the undersigned.

Catalyst Power and Gas, LLC

By: _____
Title:
Date:

By: _____
Title:
Date:

**CATALYST POWER & GAS LLC
DISCLOSURE SUMMARY
(Small Commercial Customers)**

Product Name			
Length of the Agreement	__ Months		
Fixed Per kWh Price	<RATE> /kWh		
Calculation of Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used		
Fixed Price Small Customers who use	2000 kWh of electricity	4000 kWh of electricity	6000 kWh of electricity
Will pay	\$(X)	\$(X)	\$(X)
Environmental Characteristics			
Early Termination Fee			
Late Payment Fee	Bills not paid by their due date are subject to a late payment fee. Please consult your Utility's tariffs for information regarding late fees on delinquent payments		
Renewal Terms	A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your Term. The expiration notice will explain your options for renewing your Agreement with Catalyst Power & Gas, LLC. If you do not choose another option at least 3 business days prior to the last meter read date of the Initial Term, upon the contract's expiration, you will automatically continue to be served by Catalyst Power & Gas, LLC pursuant to a variable rate plan on a month-to-month basis unless you select another product or electric supplier.		

Schedule A

Catalyst Power has no obligation to enroll or supply electricity to any account(s) that are not identified below.

Please verify that your specific information is COMPLETE and ACCURATE.

Utility	Account Number-Service Reference Number / POD ID	Name Key	Requested Flow Start Month	Number of Billing Cycles	Annual Usage (kWh)	Electricity Rate (¢ per kWh)

Account(s) listed in the pricing schedule may be updated or replaced with a new account number issued by the utility for the above listed account(s).

Swing Bandwidth:

Customer Initials: _____

Terms and Conditions
Commercial Customer
Fixed Price Electricity Supply

1. Agreement for Energy Supply. This is an agreement between Catalyst Power and Gas LLC ("Catalyst Power"), a competitive electric power supplier ("CEPS") licensed by the New Hampshire Public Utilities Commission (Registration No. ____), and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Catalyst Power for electricity supply (the "Agreement"). Subject to the terms and conditions of this Agreement, Catalyst Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Catalyst Power necessary to meet Customer's full requirements for electricity supply based upon consumption data obtained by Catalyst Power or the delivery schedule of the Local Distribution Utility (the "LDC"). Catalyst Power is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Catalyst Power or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by Catalyst Power. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable LDC as being supplied by us and will take such other actions with the applicable LDC and ISO necessary for us to meet our obligations under this Agreement.
2. Term. The Term is as set forth on the Schedule A. The Term shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the LDC, and shall continue for the period designated in Schedule A. The Term for the initial period is referred to as the "Initial Term". Unless otherwise agreed to, upon completion of the Initial Term this Agreement will renew on a month-to-month basis with a variable price methodology until terminated by either party (the "Renewal Term"). **RIGHT TO RESCIND:** Small commercial customers have the right to rescind this Agreement without penalty within 5 business days from the date you receive this agreement electronically; within 6 business days from the postmarked date of this agreement if sent by first class U.S. Mail, or within 10 business days from the date you receive the agreement electronically if enrollment took place in person at your residence, or within 11 business days from the postmarked date of this agreement if sent by first class U.S. mail and if enrollment took place in person at your residence. ("**Rescission Period**") To rescind this Agreement, contact us Customer may contact Catalyst Power's Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customercare@catalystpower.com. Any cancellation after the Rescission Period shall be subject to the "Cancellation/Termination" provisions.
3. Pricing and Billing. **This is a Fixed Price Contract.** Subject to the Material Change and Regulatory Change provisions set forth herein, the price that you will pay per kWh for electricity generation supply during the **Initial Term** is set forth on the attached Schedule A. This fixed price includes the cost of electricity from all sources, as well as Non-Energy Costs, which include Ancillary Services and other ISO Costs, Auction Revenue Rights Credits, Capacity Costs, Deration Credits, Transmission Costs, Transmission Loss Credits, Line Loss Costs, FERC Order 745 Costs, Balancing Congestion Costs, Transmission Reallocation Costs, Reliability Must Run ("RMR") Costs, Costs for Renewable Energy Credits, and Zero Emissions Credits, Clean Energy attributes (if applicable), market factors, and margin. The Fixed Price does not include (1) Taxes, which will be added to the Fixed Price, as may be required by law, rule or regulation and (2) LDC charges for delivery/distribution. Catalyst's price does not include, and the customer will be billed by LDC for, charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. If Customer's usage in any month is different than the kWh usage in the same month from the previous year by the Swing Bandwidth of 20% (unless stated explicitly in Schedule A), more or less, Catalyst Power may charge any difference between the Fixed Price and a variable rate for the amount of usage outside the Swing Bandwidth %. During any **Renewal Term**, unless a different product is chosen by the customer, the price that you will pay per kWh for electricity generation supply is a variable rate that may vary from month to month based on the following factors: Catalyst Power's actual and estimated costs of obtaining wholesale electricity supply from ISO-New England as well as Non-Energy Costs, which include Ancillary Services and other ISO Costs, Auction Revenue Rights Credits, Capacity Costs, Deration Credits, Transmission Costs, Transmission Loss Credits, Line Loss Costs, FERC Order 745 Costs, Balancing Congestion Costs, Transmission Reallocation Costs, Reliability Must Run ("RMR") Costs, Costs for Renewable Energy Credits, and Zero Emissions Credits, Clean Energy attributes (if applicable), and other market and business related factors such as administrative costs, expenses, and margins. Customer will receive a single bill for both electricity supply and delivery costs from LDC. Catalyst Power may assign and sell Customer accounts receivable to the LDC. Failure by a customer to make full payment of Catalyst Power charges due on any consolidated bill prepared by the LDC for Catalyst Power will be grounds for disconnection of utility services in accordance with New Hampshire Public Utilities Commission ("NH PUC") rules and regulations on the termination of service. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees.
4. Material Changes Allowing Modification to Fixed Price
 - (a) Material Change in Customer Operations. Customer is obligated to immediately inform Catalyst Power if there is a change in Customer's operations that will materially impact its electricity demand and/or usage, including but not limited to changes in hours of operation, or other changes that may impact the cost to provide electricity supply to Customer. In the event of a material change in Customer's operations as described above, Catalyst Power is entitled to revise and restate Customer's Fixed Price in its sole discretion in order to reflect any increases to the cost to serve Customer based on Customer's changed operations. Customer will be informed of any such revisions to the Fixed Price in writing. Catalyst Power may immediately terminate this agreement in its sole discretion for the following reasons: 1) the installation or utilization of distributed generation facilities at the Customer's location after the start of the Initial Term, unless expressly permitted by Catalyst Power prior to such installation or utilization, 2)

the installation or utilization of energy efficiency equipment at the at the Customer's location after the start of the Initial Term, unless expressly permitted by Catalyst Power prior to such installation or utilization, and 3) participation by Customer in demand response or curtailment actions after the start of the Initial Term, unless expressly permitted by Catalyst Power.

(b) Material Change Impacting Non-Energy Costs – In the event of a material change in any Non-Energy Cost component of the Fixed Price, including Ancillary services and other ISO Costs, Auction Revenue Rights Credits, Capacity Costs, Deration Credits, Transmission Costs, Transmission Loss Credits, Line Loss Costs, FERC Order 745 Costs, Balancing Congestion Costs, Transmission Reallocation Costs, Reliability Must Run (“RMR”) Costs, Costs for Renewable Energy Credits and/or Zero Emissions Credits, whether or not through regulatory, administrative, or legislative action, court order, action of a governmental entity, actions taken by third parties not under your or our control, such as the ISO or a LDC, Catalyst Power is entitled to revise and restate Customer's Fixed Price in its sole discretion in order to reflect such material changes. Customer will be informed of any such revisions to the Fixed Price in writing.

5. **Early Termination Fee.** To cancel this agreement, you may call, email, or write Catalyst Power or your local Utility at the contact information provided below, or contract with an aggregator granted agency authority or contract with a new CEPS for electricity supply. Small commercial customers have the right to change CEPS at any time with no advance notice requirement, subject to the payment of termination fees as described below. In the event that Customer breaches the Agreements or terminates the Agreement prior to the end of the Initial Term or any Renewal Term, the Customer will be required to pay Catalyst Power an Early Termination Fee (“ETF”) calculated as follows: (i) an amount equal to Customer's average monthly consumption for each account served under this Agreement based on the 12-month period preceding the month of termination, multiplied by the positive difference between the fixed price under this Agreement and the forward market price of electricity, multiplied by the number of months remaining in the Initial Term or Renewal Term, plus (ii) an amount equal to \$.02 times the average monthly consumption for each account served under this Agreement, multiplied by the number of months remaining in the contract term.

6. **Material Adverse Change in Customer Business Condition.** If there is a material adverse change in the business or financial condition of Customer (as determined by Catalyst Power at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Catalyst Power may terminate this Agreement upon 15 days' written notice to Customer. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request. The interest rate on deposits is found on the New Hampshire PUC website at:

<http://www.puc.state.nh.us/Consumer/PrimeRates.html>

7. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Catalyst Power. Catalyst Power may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

8. **Information Release Authorization; Confidentiality.** Customer authorizes Catalyst Power to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number, load profiles, payment history and 12 months of interval-metered tax status and eligibility for economic development or other incentives. This information may be used by Catalyst Power to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to any unaffiliated third party without your consent unless, except as otherwise permitted under PUC 2004.19 or unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Catalyst Power. 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 (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Catalyst Power or by calling Catalyst Power at 1-888-789-7250. Catalyst Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization. By accepting the terms of service, the customer affirmatively consents to the utility sharing billing and payment information with Catalyst, including the customer's participation in budget billing or extended payment arrangements

9. **Customer Protections.** The services provided by Catalyst Power to Customer are governed by the terms and conditions of this Agreement and the NH PUC and regulations. Catalyst Power will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Catalyst Power at 1-888-789-7250 or by contacting the New Hampshire Public Utilities Commission at 1-800-852-3793, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429.

10. **Final Bill.** Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the LDC or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the LDC or goes to another supplier. The LDC will render a final bill within approximately twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.
11. **Agency-Electric:** Customer hereby designates Catalyst Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Catalyst Power and those entities including the Independent System Operator – New England (“ISO-NE”) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer’s end-use premises. Catalyst Power as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer’s requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the ISO-NE Catalyst Power load bus (located outside of the municipality where Customer resides). These services are provided on an arm’s length basis and market-based compensation is included in the rate noted above.
12. **Title.** Customer and Catalyst Power agree that title to, control of, and risk of loss to the electricity supplied by Catalyst Power under this Agreement will transfer from Catalyst Power to Customer at the Delivery Point(s).
13. **Entire Agreement; No Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Catalyst Power, and supercedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. Catalyst Power makes no representations or warranties other than those expressly set forth in this Agreement, and Catalyst Power expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a “forward contract” and we are a “forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.
14. **Force Majeure.** Catalyst Power will make commercially reasonable efforts to provide electricity hereunder but Catalyst Power does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Catalyst Power (“Force Majeure Events”) may result in interruptions in service. Catalyst Power will not be liable for any such interruptions caused by a Force Majeure Event, and Catalyst Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, , accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Catalyst Power control.
15. **Limitation of Liability.** The remedy in any claim or suit by Customer against Catalyst Power will be solely limited to direct actual damages (which will not exceed the amount of Customer’s single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. IN NO EVENT WILL EITHER CATALYST POWER OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. There are no third-party beneficiaries to this Agreement.
16. **Catalyst Power Contact Information.** Customer may contact Catalyst Power’s Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customercare@catalystpower.com. Customers must specify their preferred means of communication for receiving required notices and contract documents from Catalyst Power. The options to choose are 1) email, and 2) U.S. Mail. Please confirm your choice by contacting Catalyst Power.
17. **Dispute Resolution.** In the event of a billing dispute or disagreement involving Catalyst Power’s service, Customer should notify Catalyst Power in writing within 60 days after the due date of the bill in question, or otherwise the dispute is deemed waived. Customer must pay the bill in full, except for the disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under this Agreement.
18. **Arbitration.** ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW YORK OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS’ FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION

MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

19. Choice of Laws. Venue for any action brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Hampshire. This Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles.
20. Taxes. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Catalyst Power's net income, shall be paid by Customer, and Customer agrees to indemnify Catalyst Power and hold Catalyst Power harmless from and against any and all such taxes.
21. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to rate, Catalyst Power shall have the right to modify this Agreement to reflect such Regulatory Change, or terminate the Agreement, by providing 30 days' written notice of such modification to the Customer.
22. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC.
23. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Definitions

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Deration Credits" means the transmission loss deration value for each Account as accounted for by the ISO for the applicable LDC.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the LDC metered usage and the ISO settlement volumes.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Costs” means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the LDC’s service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“Transmission Reallocation Costs” means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended).

Attachment 5 – Financial security instrument

Surety Bond

Bond Number SU 7110221-0000

WITNESSETH: This Surety Bond (“Bond”) given by Catalyst Power & Gas LLC as Principal, and Arch Insurance Company, as Surety, are jointly and severally bound unto **New Hampshire Public Utilities Commission**, as Obligee, in the amount of **One Hundred Thousand and 00/100 - \$100,000** (“Bond Amount”), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal has filed an application with the New Hampshire Public Utilities Commission (“NHPUC” or “Obligee”) seeking approval to operate as a Competitive Electric Power Supplier (“CEPS”); and,

WHEREAS, NHPUC rules require that a CEPS must maintain an appropriate amount of financial security; and,

WHEREAS, the Principal must post the Bond Amount to cover its financial security obligation to the NHPUC; and,

WHEREAS, the Bond Amount may be subsequently increased or decreased pursuant to NHPUC rules;

NOW THEREFORE, Upon notice from Obligee of the Principal’s nonperformance of its duties as a New Hampshire CEPS, or Principal’s fraud or other violations of the laws, decisions, and orders applicable to Principal’s CEPS license, Surety shall immediately pay to Obligee the amount specified by the Obligee, not to exceed the amount of this bond. This bond shall remain in full force and effect for the term set forth below, unless terminated as provided below.

This Bond is subject to the following terms, limitations, and conditions:

- The Surety hereby waives notice of any alteration or extension of time made by the Obligee. This instrument shall be a continuing, absolute, unconditional, and irrevocable obligation of the Surety. This instrument shall be effective upon execution and shall continue in effect until 04/04/2025, after which it can be terminated by the Obligee or Surety upon thirty days prior written notice to the non-terminating party.
- Any suit on this bond must be instituted before the expiration of two (2) years from the date on which the Principal’s obligations arising under its New Hampshire electric supplier license expire.

Signed, Sealed and dated the 10th day of April, 2024

Catalyst Power & Gas LLC

Gabriel Phillips
Gabriel Phillips, CEO Name & Title

Arch Insurance Company

Christopher Kolger
Christopher Kolger, Attorney In Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron Steffey and Chris Kolger of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Million Five Hundred Thousand Dollars (1,500,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

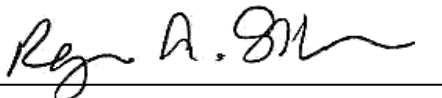
"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **6th day of August, 2021**

Attested and Certified

Arch Insurance Company





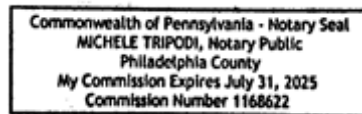
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



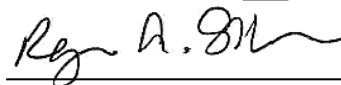


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION 7

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 6, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **10th day of April, 2024**.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**

*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

