

***Agera Energy LLC – New Hampshire Customer
Small Commercial/Industrial Electricity Agreement***
FIXED PRICE FULL REQUIREMENTS

Version 1.0

Date _____
Company Name _____
Tax ID# _____
Billing Address _____
City _____ Zip _____
Desired Start Date _____
Number of Accounts _____
☐ Check if Tax Exempt (Proof of Tax Exempt status must be provided)

Primary Contact Name _____
Phone(s) _____
Fax _____
Email _____
Secondary Contact Name _____
Phone _____
Fax _____
Email _____

Key Terms: Fixed Price Full Requirements

Term: See Exhibit A

Glacial Representative _____

Estimated Annual kWh _____

Payment Type: See Exhibit A

Agera Energy Contract ID _____

1. Agreement

Agera Energy LLC (“Agera Energy”) agrees to sell and provide, and Customer agrees to buy and receive, the quantity of electricity necessary to meet Customer’s full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Agera Energy or as directed by Customer’s Local Distribution Company (“LDC”). In no event shall Agera Energy be bound by this agreement until it has received complete and accurate consumption data describing customer’s consumption for at least the twelve months preceding the month in which this Agreement is executed.

2. Electricity Pricing

During the Term of this Agreement, the price for electricity supply per kWh shall be fixed at the price set forth in **Exhibit A** (the “**Contract Price**”); this quote is valid until 4:00 p.m. Eastern Prevailing Time on the date hereof. Agera’s price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes; Customer will pay the fixed Contract Price per kilowatt-hour of electricity set forth in the previous sentence multiplied by your kilowatt-hour (kWh) usage during the applicable period. The Contract Price includes any credit costs, margin, and costs associated with meeting Renewable Portfolio Standards (“RPS”) at the levels required by currently applicable law unless otherwise stated below. The Contract Price does not include Customer’s LDC charges and fees, non-bypassable charges, any non-recurring fees, taxes, applicable fees and/or penalties.

- a) The electricity supply price is established in reliance on the existing regulations, laws, rates, charges, capacity and tariff based obligations, and other protocols that are in effect as of the execution date. In the event there are changes to the foregoing that cause additional costs to Agera Energy, Agera Energy shall pass through such costs to Customer.
- b) Customer must notify Agera Energy of any contemplated, known or anticipated change in circumstance that will result in a material change in Customer’s monthly usage quantity at least ten business days before the first of each month.
- c) Agera Energy shall have no obligation to enroll or supply electricity to any account not identified herein. **If Customer is tax exempt, it is Customer’s responsibility to provide Agera Energy with the necessary tax exemption certificate.**

3. Initial Term

Customer’s service under this Agreement begins on the effective date that Customer’s LDC switches Customer’s service to Agera Energy and will continue for the Term set forth in Exhibit A. Either party may cancel this Agreement without penalty effective no sooner than the conclusion of the Term by providing no less than 30 calendar days written notice to the other party. If cancellation is not received prior to conclusion of the Term, the Customer will be billed thereafter at Agera Energy’s monthly market-based variable rate on a month to month basis until terminated by Customer upon at least 30 days’ written notice to Agera Energy. Customer shall be responsible for any Costs, Losses and expenses incurred by Agera Energy as a result of a delayed or unsuccessful enrollment of Customer’s Account(s). It may take up to sixty (60) days for LDC to switch Customer upon expiration of contract term. A final bill will

Agera Energy LLC
555 Pleasantville Road Suite 107-S
Briarcliff Manor NY 10510
Toll Free 1-844-MYAGERA or 844-692-4372
Customercare@ageraenergy.com

Customer Initials _____

be rendered within 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. Customer is responsible for all Agera Energy electric supply charges until Customer goes to another supplier or the Utility.

4. Billing

Upon receipt of usage data from the LDC for the month in which power is being provided, Agera Energy will make available to customer via email or fax a bill for monthly usage. Customer is responsible for paying all amounts invoiced via the payment method set forth in Exhibit A. For the first month, Customer shall receive a pro-rated bill in the same manner as previously described. If, however, the meter read date is in the last ten calendar days of the month, the first bill will be sent concurrently with the bill for the subsequent month. Agera Energy and Customer agree that the monthly amount of energy will be based on actual data provided by the Utility or ISO, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data, we will reconcile the estimated charges and adjust them as needed in subsequent invoices. Customer shall reimburse Agera Energy for any collection fees Agera Energy incurs in collecting Customer's outstanding invoices. Agera Energy may require a security deposit of up to two months estimated usage, and Customer agrees to provide such deposit upon written request. Customer may receive a single bill for both commodity and delivery costs from Agera Energy or each of the LDC or Agera Energy may invoice separately. In the event of failure to provide for payment when due, Agera Energy shall have the right to terminate this Agreement in accordance with applicable Public Utilities Commission ("PUC") notice requirements. Customer shall be liable for all costs and expenses including reasonable attorney's fees incurred in the collection of any amounts due. Customer agrees to be charged an interest rate of 1.5% per month of the total past due amount, until such time as payment is received in full by Agera Energy, with said interest being calculated from the date of default. Agera Energy reserves the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your Utility or the ISO.

5. Information Release Authorization

Customer authorizes Agera Energy to obtain and review information regarding the customer's credit history from credit reporting agencies and consumption history, billing determinant, and credit information from the LDC. In the event that any additional paperwork is required by the PUC and/or any particular utility, customer shall execute any such required forms. This information may be used by Agera Energy to determine whether it will commence and/or continue to provide electricity supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Agera Energy. This authorization will remain in effect during the initial Term and any renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Agera Energy. Agera Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Termination and Default

Market rules provide that Customer has the right to cancel a service request with Agera Energy without any exit fee or penalty of any kind until midnight of within three (3) business days from the date of personal or electronic delivery of the written terms of service. Customers receiving the required terms of service statement via the United States postal service shall have five (5) business days from the postmarked date to rescind authorization. "Default" shall mean, with respect to the Customer, the following: (i) failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written notice or (ii) termination of the Agreement prior to its End Date unless otherwise expressly agreed to in the Agreement. In the event of such Default, Agera Energy shall have the right to suspend its performance hereunder. Agera Energy shall calculate its damages for any Default to include the total losses and costs associated with such default, any loss of bargain, loss or costs incurred as a result of its obtaining, terminating, establishing or reestablishing any contract, hedge or other agreement in connection with such transactions or the replacement of such transactions.

7. Credit Requirement

Agera Energy reserves the right to conduct a credit review of Customer prior to offering service and to refuse service to anyone who does not meet the Company's credit standards. Customer agrees to provide Agera Energy with any reasonable information requested in order to complete the credit review. In the event that Agera Energy determines at any time during the term of this Agreement that Customer's credit is unsatisfactory or that Customer has experienced an adverse change in its financial condition Agera Energy may require Customer to provide security or a credit facility acceptable to Agera Energy. If Customer fails to comply with said requirement within two business days following Agera Energy's written request, Agera Energy may immediately terminate this Agreement by providing written notice to Customer. Such termination will be subject to early termination fees as described in paragraph 6 above.

8. Force Majeure/Excuse

Agera Energy will endeavor in a commercially reasonable manner to provide service, but does not guarantee a continuous supply of electrical energy. The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transmitting entity, acts of God, extraordinary weather occurrence, war, civil disturbance or other national emergency, acts of any governmental authority, including the PUC or the ISO, accidents, strikes, labor trouble, required maintenance work, inability to access the LDC system, nonperformance of the LDC (including facilities or distribution line outages), delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority or the

ISO, or any cause beyond Agera Energy's control including insolvency and bankruptcy of generator or wholesaler. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

9. Limitations of Liability

AGERA ENERGY WILL PROVIDE ELECTRIC ENERGY TO CUSTOMER THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO THE CUSTOMER. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO CUSTOMER. THE ELECTRIC ENERGY WILL BE DELIVERED TO CUSTOMER WHERE IT WILL BE DEEMED IN CUSTOMER'S POSSESSION AND CONTROL. AFTER THE ELECTRIC ENERGY IS DELIVERED TO CUSTOMER, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AGERA ENERGY, ITS PARENT COMPANY AND AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, ASSOCIATES, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION OR SUITS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF OR RELATING TO THE ELECTRIC ENERGY SOLD UNDER THIS AGREEMENT. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY WILL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, AGERA ENERGY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY (WHICH WILL NOT TO EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE AMOUNT IN THE PAST 12 MONTHS). SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE WAIVED. AGERA ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

10. UCC/Disclaimer of Warranties

The Parties acknowledge and agree that, for purposes of this Agreement, the other Party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each Party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such Party is a debtor. The Parties further agree that all Electricity delivered hereunder constitutes a "good" under Section 503(b)(9) of the U.S. Bankruptcy Code. The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, this Agreement will control. Further, Customer agrees and acknowledges that Agera Energy EXPRESSLY NEGATES AND DISCLAIMS ALL REPRESENTATION OF WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. Assignment

Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Agera Energy. Such consent shall not be unreasonably withheld if new customer has a credit rating equal to or better than the existing customer's. Agera Energy may, without Customer's consent; (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial Agreement; and (b) transfer or assign this Agreement to another supplier, or another entity as authorized by the PUC. Upon any such assignment, Customer agrees that Agera Energy shall have no further obligations hereunder.

12. Governing Law and Regulations

This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. In the event a regulatory or judicial ruling or decision shall have a detrimental economic impact upon Agera Energy's performance under this Agreement, or in the event that compliance with such change shall result in a material change in the method by which prices

are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, then Agera Energy shall have the right to notify Customer within 30 calendar days of becoming aware of such ruling or decision in order to negotiate a modification to the terms of this Agreement so as to mitigate the impact of such ruling or decision. If, after 20 calendar days beyond the date of the notice, the parties have been unable to negotiate a mutually satisfactory modification of the terms of this Agreement, Agera Energy shall have the right to terminate this Agreement upon 15 calendar days prior written notice to the Customer. 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.

13. Customer Acknowledgments

Customer acknowledges and agrees that Agera Energy is not acting as Customer's consultant or advisor for any purpose, and Customer will not construe or rely on any information provided or statements made by Agera Energy, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any, and is not relying on Agera Energy in any way in making its decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

14. Customer Protections

The services provided by Agera Energy are protected by the terms and conditions of this Agreement. The services provided by the LDC are protected by the provisions of the Regulations of the New Hampshire Public Utilities Commission. Agera Energy will provide at least fifteen (15) calendar days notice prior to any cancellation of service to Customer. Customer may obtain additional information by contacting Agera Energy at 844-692-4372, or the New Hampshire Public Utilities Commission, Consumer Affairs Division, Toll Free number 1-800-852-3793 or puc@puc.nh.gov.

15. Miscellaneous

(a) A waiver of any provision in this Agreement, or of any default by either Party, will not be construed as a waiver of any other (or like) provision or default in the future. (b) No amendment hereto will be enforceable unless in writing and executed by both Parties unless otherwise provided for herein. (c) Any provision herein deemed unenforceable or illegal will be ineffective to the extent of such unenforceability or unlawfulness without invalidating the remaining provisions hereof. (d) Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available. (e) This Agreement may be executed in counterparts, each of which is an original and all of which constitute one Agreement. (f) Customer shall pay all of Agera Energy's reasonable fees and expenses incurred to enforce or collect any of the Customer's obligations under this Agreement, including arbitration, attorneys and experts' fees and expenses.

16. Agency and Title

Customer appoints Agera Energy as its agent to acquire the supplies necessary to meet its electricity needs, contract for and administer transmission and related services over interstate facilities and those of the LDC needed to deliver electricity to the Customer's premises. Title to and possession of all electricity sold and delivered under this Agreement shall pass from Agera Energy to Customer at the Point of Delivery. Agera Energy will indemnify and hold harmless the Customer from all taxes, royalties, fees or other charges incurred with respect to the electricity before title passes. Except as provided in this Agreement, all taxes of whatever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer, and Customer hereby indemnifies and shall hold harmless Agera Energy from all liability associated with such taxes.

17. Measurement

The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDC.

18. Entire Agreement

This Agreement sets forth the entire Agreement between the parties with respect to the terms and conditions of this transaction; any and all other Agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

19. Emergency Service

In the event of an electric emergency or service interruption, you should immediately call your local utility and emergency personnel.

20. Do Not Call Registry. The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting www.donotcall.gov.

Customer's Duly Authorized Signature

Print Name & Title
Date: _____

Agera Energy LLC Executive Signature

Print Name & Title
Date: _____



Exhibit A to Agera Energy LLC Commercial Electricity Agreement – New Hampshire

Date: _____

Term	_____ Months
Fixed Price	\$0._____ per kWh

By my signature below (facsimile accepted as if it were an original), I hereby acknowledge that the above price quote is only valid until 4:00 p.m. Eastern Prevailing Time on the date above.

Account Holder or Legally Authorized Signature

Print Name & Title

Please initial only one (1) of the three boxes below to select payment method:

☐

Electronic Funds Transfer (EFT) – On the 10th day following Customer's receipt of invoice (or the first business day thereafter), Agera Energy will automatically debit Customer's account through an EFT transaction in an amount corresponding to the invoice. If adequate funds are not available in Customer's account, Customer agrees to be charged an insufficient funds fee of \$35.00. Agera Energy will reattempt billing under the same terms five business days following the previous attempt. If you choose this payment method, please complete the enclosed EFT Authorization Form.

☐

Credit Card – On the 5th day following Customer's receipt of invoice (or the first business day thereafter), Agera Energy will charge Customer's credit card in an amount corresponding to the invoice. If the charge is rejected for insufficient funds, Customer agrees to be charged an insufficient funds fee of \$35.00. Agera Energy will reattempt billing under the same terms five business days following the previous attempt. If you choose this payment method, please complete enclosed Credit Card Authorization Form.

Agera Energy LLC
555 Pleasantville Road Suite 107-S
Briarcliff Manor NY 10510
Toll Free 1-844-MYAGERA or 844-692-4372
Customercare@ageraenergy.com

Customer Initials _____

☐ **Wire** – On or before the 5th day following Customer's receipt of invoice, Customer shall initiate a direct wire transfer to Agera Energy in an amount corresponding to the invoice. If you choose this payment method, please complete the enclosed Credit Application. Payments should be wired to the following account:

Bank: First National Bank of Central Texas
Account number: 40027765
Routing number: 111903245
Account name: Agera Energy

Agera Energy LLC Commercial Electricity Agreement:
Account List

This list of accounts below is incorporated by reference into the foregoing Agera Energy LLC Commercial Electricity Agreement, and binds these additional accounts to the terms and conditions contained therein:

1	Account# _____ Service Address: _____ City _____ Zip _____
2	Account# _____ Service Address: _____ City _____ Zip _____
3	Account# _____ Service Address: _____ City _____ Zip _____
4	Account# _____ Service Address: _____ City _____ Zip _____
5	Account# _____ Service Address: _____ City _____ Zip _____
6	Account# _____ Service Address: _____ City _____ Zip _____
7	Account# _____ Service Address: _____ City _____ Zip _____
8	Account# _____ Service Address: _____ City _____ Zip _____

1. Accounts listed above may be updated or replaced with a new account number issued by the Utility, ISO or other entity for the above listed service address(es).

2. My initials below (facsimile accepted as if it were an original) hereby acknowledge that the above listed Accounts are correct and they are obligated by the terms and conditions set forth above and to the Terms of Service Agreement. I again affirm that I am a duly authorized agent for Customer with legal authority to switch the electricity provider for Customer.

Agera Energy LLC
ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM
 NEW HAMPSHIRE CUSTOMER

EFT Information and Authorization:

Customer Name:
Customer Address:
City, State, Zip:
Phone:
Fax:
Financial Institution:
Financial Account Number:
ABA/Routing Number:

To ensure accurate processing, please attach a VOIDED check.

As a duly authorized check signer on the financial institution account identified herein, I authorize Agera Energy to perform scheduled or periodic electronic funds transfer debits to the financial institution account identified herein for payments due or when applicable, apply electronic funds transfer credits to same.

If any such electronic debit(s) should be returned as Non-Sufficient Funds (NSF), Agera Energy is hereby authorized to collect such NSF items(s) by subsequent electronic debit and to subsequently collect a fee of \$35.00 by electronic debit from the financial institution account identified herein.

For accounting purposes, all electronic debits will be reflected in the monthly bank statement that corresponds with the financial institution account identified herein. Customer will attach a blank voided check from the designated financial institution account.

I understand and authorize all of the above as evidenced by my signature below.

Agera Energy LLC
 555 Pleasantville Road Suite 107-S
 Briarcliff Manor NY 10510
 Toll Free 1-844-MYAGERA or 844-692-4372
 Customercare@ageraenergy.com

Customer Initials _____

Customer's Duly Authorized Signature

Print Name & Title

Date:

Agera Energy LLC Executive Signature

Print Name & Title

Date:

AGERA ENERGY CREDIT CARD INFORMATION AND AUTHORIZATION

Customer Name As It Appears on Card:
Billing Address on Card:
City, State, Zip:
Phone:
<input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA <input type="checkbox"/> DISCOVER <input type="checkbox"/> American Express
Account Number:
Card Expiration Date:

As a duly authorized representative and/or user on the Credit Card account identified herein, I authorize Agera Energy to perform scheduled or periodic charges to the Account identified herein for payments due, or when applicable apply electronic credits to same.

Agera Energy is hereby authorized to collect any past due balance by subsequent charge to account designated above, and to subsequently collect a fee of \$35.00 by charge to the Credit Card Account identified herein.

I understand and authorize all of the above as evidenced by my signature below.

<div style="border-bottom: 1px solid black; margin-bottom: 10px;">Customer's Duly Authorized Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Print Name & Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Date: _____</div>	<div style="border-bottom: 1px solid black; margin-bottom: 10px;">Email address for billing</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;">Special instructions</div>
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Credit Application

COMPANY:

Firms Legal Name: _____ Tel. () _____
 Mailing Address: _____ Fax () _____

 Billing Address: _____ DUNS # _____
 _____ Federal Tax ID # _____
 Parent Company: _____
 Mailing Address: _____

 Type of Business: _____
 Annual Sales: _____
 Proprietorship: _____ Partnership: _____ Corporation: _____ State Incorporated: _____

TRADE REFERENCES:

Co. Name	Contact	Address	City	State/Zip	Tel & Fax
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____

If credit is granted, The Customer understands that the terms of the sale are NET 5 days. Agera Energy may charge interest on any past due balance at the rate of 1.5% per month with said interest being calculated from the date of default. In the event that this account is placed with a third party for collection, The Customer agrees to pay all reasonable costs of collection, including attorney's fees, court costs and finance charges.

In consideration of Agera Energy extending credit to the above business, the undersigned unconditionally guarantee the prompt payment of all goods, wares and merchandise supplied to the Customer and/or the above business pursuant to the terms described herein.

The Customer authorizes Agera Energy to investigate their credit history, bank references and any information deemed necessary to extend credit. The Customer agrees to: (i) immediately notify Agera Energy in writing of any change in ownership, form of business, or address, or the termination of a person's authority to incur charges under the account on behalf of the applicant; and (ii) indemnify Agera Energy for any loss incurred thereby as a result of our failure to provide said written notice. This agreement shall remain in full force and effect until written notices of revocation by Agera Energy. I affirm that I am a duly authorized agent for the Customer with legal authority to legally bind this Customer to this agreement.

Authorized Signature: _____

Name: _____

Title: _____

Date: _____