



555 Pleasantville Rd. S-107
Briarcliff Manor, NY 10510
1.844.692.4372

November 7, 2016

Executive Director
NHPUC
21 South Fruit St, Suite 10
Concord, NH 03301

NHPUC 8NOV16PM1:06

RE: Agera Energy LLC Renewal Application

Dear Executive Director,

Please find one original and two copies of Agera Energy LLC's ("Agera") renewal application to be a competitive electric power supplier. This application includes an original of the replacement bond to be filed under the new docket. Agera respectfully requests a waiver of the term requirement specified in PUC 2003(a) (5). The bond contains an evergreen provision. Agera will renew the bond on file before the expiration date of January 2018. If you have any questions please feel free to reach out to me at 914-236-1406.

Sincerely,

Michael Nordlicht
General Counsel

(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; **Agera Energy LLC Website: ageraenergy.com**

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

555 Pleasantville RD S 107
Briarcliff Manor, NY 10510
Customercare@ageraenergy.com
Ageraenergy.com
1-844-692-4372

(3) The applicant's place of incorporation, if anything other than an individual;
Delaware Limited Liability Company

(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;

Michael Nordlicht
General Counsel
555 Pleasantville RD S 107
Briarcliff Manor, NY 10510
914-236-1406
mnordlicht@ageraenergy.com

Michael Olowin
Chief Financial Officer
555 Pleasantville RD S 107
Briarcliff Manor, NY 10510
molowin@ageraenergy.com
914-205-5831

Jeremy Schupp
Chief Executive Officer
555 Pleasantville RD S 107
Briarcliff Manor, NY 10510
jschupp@ageraenergy.com

Steve Laker
Chief Operating Officer
555 Pleasantville RD S 107
Briarcliff Manor, NY 10510
slaker@ageraenergy.com

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire: **Not Applicable.**

- 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;

(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;

Wendy Smith
Manager of Customer Care
customercare@ageraenergy.com
1-844-692-4372

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

Michael Nordlicht
General Counsel
555 Pleasantville RD S 107
Briarcliff Manor, NY 10510
914-236-1406
regulatory@ageraenergy.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;

Vcorp Services, LLC
1 Old Loudon Road
Concord, NH 03301

(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 9

(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;
Agera operated in all service areas within the state 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;
Agera serves residential, small commercial, and large commercial customers.

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity; See Exhibit 12

(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; See Exhibit 13

(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; **NO**

(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; **NO**
- 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 **NO**
- 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; **NO**

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;
Not Applicable

(17) For those applicants intending to telemarket, a statement that the applicant shall:

Agera shall maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; obtain monthly updated do-not-call lists from the National Do Not Call Registry; and not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry.

(18) For those applicants that intend not to telemarket, a statement to that effect; **Not Applicable**

(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; **Exhibit 19**

(20) A copy of each contract to be used for residential and small commercial customers; **See Exhibit 20.**

I Michael Nordlicht certify that I have the authority to file the application on behalf of the CEPS and its contents are truthful, accurate and complete.

Sincerely,



Michael Nordlicht
General Counsel

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Agera Energy LLC a(n) Delaware limited liability company registered to do business in New Hampshire on April 17, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Agera Energy LLC

State	Commodity	License Numbers
California	Electric	ESP:1394
California	Gas	Approved
Connecticut	Electric	14-10-05
District of Columbia	Electric	EA-2014-25
District of Columbia	Gas	GA-2014-14
Illinois	Electric	Approved
Illinois	Gas	Approved
Maine	Electric	2014-00361
Maine	Gas	Approved
Delaware	Electric	14-0506
Maryland	Electric	IR-3417
Maryland	Gas	IR-3418
Massachusetts	Electric	CS-121
Massachusetts	Gas	CS-121
New Hampshire	Electric	DM-14-298
New Hampshire	Gas	DM 14-299
New Jersey	Electric	ESL-0168
New Jersey	Gas	GSL-0148
New York	Electric	Approved
New York	Gas	Approved
Ohio	Electric	14-881 (E)
Ohio	Gas	15-415(G)
Pennsylvania	Gas	A-2014-2445425
Pennsylvania	Electric	A-2014-2445416
Rhode Island	Gas	2379
Rhode Island	Electric	D-96-6
Texas	Electric	10230
Virginia	Electric	E-31
Virginia	Gas	G- 43
FERC	Approved	
PJM	Approved	
NYISO	Approved	
ISO-NE / NEPOOL	Approved	
MISO	Approved	

CAISO	Approved
ERCOT	Approved

Exhibit 13

State	Owning Co.	Date of Complaint	Date of Response	PUC Case #	Reason for Complaint
CA	Agera	1/14/2016	1/19/2016	N/A	Rate
TX	Agera	1/8/2016	1/12/2016	CP 2015120806	Complaint wrongly filed under Agera, it was for competitor, Accent Energy
NY	Agera	3/28/2016	3/30/2016	613631	Enrollment Issues
OH	Agera	4/19/2016	4/20/2016	GWIL041916DF	Online Enrollment/Pricing
TX	Agera	6/23/2016	6/27/2016	CP2016060961	TDU Charges
OH	Agera	7/13/2016	7/15/2016	JSAT07126K6	ETF
OH	Agera	9/1/2016	9/1/2016	BMCC083116YU	Questioning validity of fixed rate when contract name is Flat Variable
OH	Agera	9/9/2016	9/9/2016	DDEG090716TF	Questioning validity of fixed rate when contract name is Flat Variable
OH	Agera	9/21/2016	9/26/2016	JCRI092116NJ	Unbilled Usage
OH	Agera	9/30/2016	10/12/2016	HGRA092016FD	Questioning validity of fixed rate when contract name is Flat Variable
NH	Agera	10/3/2016	10/7/2016	None	Broker Issue
OH	Agera	10/31/2016	10/31/2016	MWHI1019162	Unbilled Usage



Agera Customer Number: 3
 Invoice Number: 8
 Invoice Date: Jan 20, 2016
 Payment Date: Jan 30, 2016

Contact Information

Phone: 844.692.4372 (844-MY-AGERA)
 Fax: 888.277.2380
 Hours: 8:30am - 6pm EST
 555 Pleasantville Road
 STE S107, South Building
 Briarcliff Manor, NY 10510

Payment Method: EFT
 Do not pay, Automatic withdrawal

Email: CustomerCare@AgeraEnergy.com



Billing Address



Billing Summary

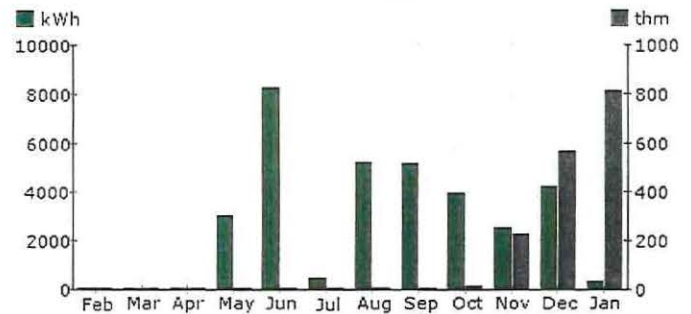
Current Energy Charges	\$744.26
Current Amount Due	\$744.26

Any balances not paid in full by Payment Date above will be subject to a late fee of 1.5%

Agera Message Center

- In the event of a service outage or emergency, please contact NationalGrid - New Hampshire at (877) 539-2427, or Northeast Utilities - Public Service of New Hampshire at (800) 662-7764.
- All meter reads on this invoice are available on your utility bill.
- Customer may file a complaint with the commission after the customer has attempted to resolve the dispute with the CEPS by calling the Public Utilities Commission, Consumer Affairs Division at 800-852-3793 or 800-735-2964 (TDD Access Relay NH).

Usage Chart



*No usage data available before May

Recent Account Activity

Account Balance prior to Dec 18, 2015: \$0.00

Invoice Number	Invoice Date	Due Date	Invoice Amount	Payment Status

Outstanding Balance: \$0.00

Invoice Detail

ESIID #: 4

Utility: NationalGrid - New Hampshire (877) 539-2427

Rate Code:
Service Period: Dec 3, 2015 to Jan 5, 2016

Billing Type:
Actual

Description	Consumption	Rate	Charge	Tax	Total
Gas Usage (thm)	691	0.66305	458.16	0.00	458.16
Meter	n/a				
Reading	691				
Total			\$458.16	\$0.00	\$458.16

Service Address:

[REDACTED] 6

Account Total
\$458.16 \$0.00 \$458.16
ESIID #: 4

Utility: NationalGrid - New Hampshire (877) 539-2427

Rate Code:
Service Period: Dec 3, 2015 to Jan 5, 2016

Billing Type:
Actual

Description	Consumption	Rate	Charge	Tax	Total
Gas Usage (thm)	121	0.66305	80.23	0.00	80.23
Meter	n/a				
Reading	121				
Total			\$80.23	\$0.00	\$80.23

Service Address:

[REDACTED]

Account Total
\$80.23 \$0.00 \$80.23
ESIID #:
Utility: Northeast Utilities - Public Service of New Hampshire (800) 662-7764

Rate Code:
Service Period: Dec 3, 2015 to Dec 31, 2015

Billing Type:
Actual

Description	Consumption	Rate	Charge	Tax	Total
Kilowatt Hours (kWh)	358.70	0.09400	33.72	0.00	33.72
Meter	[REDACTED]				
Reading	358.70				
Total			\$33.72	\$0.00	\$33.72

Service Address:

[REDACTED]

Service Period: Dec 31, 2015 to Jan 4, 2016

Description	Consumption	Rate	Charge	Tax	Total
Kilowatt Hours (kWh)	51.30	0.09400	4.82	0.00	4.82
Meter	[REDACTED]				
Reading	51.30				
Total			\$4.82	\$0.00	\$4.82

Account Total
\$38.54 \$0.00 \$38.54
ESIID #:
Utility: Northeast Utilities - Public Service of New Hampshire (800) 662-7764

Rate Code:
Service Period: Dec 3, 2015 to Dec 31, 2015

Billing Type:
Actual

Description	Consumption	Rate	Charge	Tax	Total
Kilowatt Hours (kWh)	1,557.50	0.09400	146.41	0.00	146.41
Meter	[REDACTED]				
Reading	1,557.50				
Total			\$146.41	\$0.00	\$146.41

Service Address:

[REDACTED]

Service Period: Dec 31, 2015 to Jan 4, 2016

Description	Consumption	Rate	Charge	Tax	Total
Kilowatt Hours (kWh)	222.50	0.09400	20.92	0.00	20.92
Meter	[REDACTED]				
Reading	222.50				
Total			\$20.92	\$0.00	\$20.92

Account Total
\$167.33 \$0.00 \$167.33



Contract Prepared On Date:

 /
 /

Customer Enrollment Information

Customer Information

Legal Business Name:

Mailing Address:

Street

Unit /Apt

City

State

Zip Code

Phone Number:

Fax Number:

Area Code

Ext.

Contact Name:

First

Last

Contact Title:

Contact Email Address:

Billing Email Address:

Tax ID:

☐

Tax Exempt (If selected, please include your state Tax Exempt form)

Price Plan Chosen by Customer

☐ Variable + Fixed Adder

☐ Fixed Full Requirements

*Agera Pure Wind Adder (optional)

☐ 50% Wind

☐ 100% Wind

*If selected, Agera Pure Wind Agreement must be submitted along with contract packet.

Notification Preferences

How to Receive Notification:

☐ Email

☐ Mail

☐ Fax

Billing Type:

☐ Consolidated

☐ *Dual

How to Receive Bill:

☐ Email

☐ Mail

☐ Fax

*Dual Billing Only

How to Pay Bill:

☐ Electronic Funds Transfer

☐ Credit Card

☐ Wire

Initials _____



Customer Enrollment Information Cont.

Account Information

Account Number:

Utility:

Service Address:
Street

Unit /Apt.

City

State

Zip Code

Fixed Price:

Fixed Adder:

Unit

Term

Start Date (MM/YY):

Account Number:

Utility:

Service Address:
Street

Unit /Apt.

City

State

Zip Code

Fixed Price:

Fixed Adder:

Unit

Term

Start Date (MM/YY):

☐ Additional Accounts Attached

**Total Estimated Historical
Annual Usage**

Customer and Agera have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. This agreement shall only be effective if agreed to and executed by both parties.

Customer Authorization:
Signature: _____

Title: _____

Print Name: _____

Date: ____ / ____ / ____

Agera Authorization:
Signature: _____

Title: _____

Print Name: _____

Date: ____ / ____ / ____



Customer Disclosure Statement

Price Plan Chosen by Customer:

☐ Variable + Fixed Adder ☐ Fixed Full Requirements

How Price is Determined:

Agera does not offer budget billing.

Variable Plus Fixed Adder Price shall reflect each month the wholesale cost of electricity as well as all charges including but not limited to, ISO-based charges such as energy costs, fees for electric energy losses, congestion charges, scheduling services, administrative fees, "uplifted" imbalance charges, capacity and ancillary services, plus a fixed adder, as well as all applicable taxes and fees. The Fixed Adder is noted on Page 2.

Fixed Full Requirements Price is noted on Page 2, for commodity supply provided under this Agreement, plus all applicable taxes and fees.

Length of Agreement and End Date:

The term of this contract is months from effective date. Service will begin after your next scheduled meter read date.

Rate:

Fixed Price (if applicable): \$ **Fixed Adder** (if applicable): \$

Amount of Early Termination Fee and Method of Calculation:

No ETF for the Variable Rate Plus Fixed Adder. If Fixed Full Requirements, Agera will calculate the ETF equal to \$50 multiplied by the month(s) and/or partial months remaining in the Term.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

Initials _____



Price Calculation Chart

Variable Historic Pricing

Product:	Variable					
Customer Usage:	250 kWh	500 kWh	750 kWh	1000 kWh	1500 kWh	2000 kWh
Historic avg price per kWh:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Calculated based on historic rates on a Monday at 8 am EST January 2015 - December 2015.

Fixed Price Calculation

Product:	Fixed Price					
Price Per kWh:	\$ <input type="text"/> per kWh					
Charges:	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hour used.					
Customer Usage:	250 kWh	500 kWh	750 kWh	1000 kWh	1500 kWh	2000 kWh
Customer would pay:	<input type="text" value="\$ 0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Applicable Taxes:	You must also pay all applicable federal, state and local taxes.					

Initials _____

Terms and Conditions

New Hampshire Small Commercial Electricity

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a Competitive Electric Power Supplier (CEPS), and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Electric Utility (the "LEU"). Agera is not affiliated with and does not represent the LEU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LEU's delivery schedule. Any discrepancy between actual usage and estimated usage will be reconciled by the next billing cycle. The LEU will continue to deliver the electricity supplied by Agera.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an EDI enroll transaction to the LEU provided the LEU receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CEPS subject to the terms of this agreement.

Unless otherwise agreed to, upon completion of the Initial Term, the Fixed Rate Full Requirement Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 19 herein; and the Variable Rate Plus Fixed Rate Adder Agreement and a Three for All Agreement will renew on a month-to-month basis as a Variable Rate Plus Fixed Cost Adder effective at the time or renewal, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days **advance written notice of termination to the other party.**

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be as set forth in the Customer Disclosure Statement. The LEU will separately bill for, and Customer will be obligated to pay, all LEU delivery related rates and charges.

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera 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, Agera may terminate this Agreement upon 15 days' written notice to Customer.

Customer shall have 3 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 5 business days from the postmarked date to rescind authorization under this Agreement. If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LEU ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LEU, terms are defined by the LEU's tariff; if billed by Agera, net terms are 25 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LEU and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LEU for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 25 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LEU responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, 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. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

Agera's price does not include other costs, including, but not limited to, the price of transmission and distribution, the system benefits charge, the stranded cost recovery charge, and taxes.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera 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 New Hampshire Public Utilities Commission (NHPUC) pursuant to PUC 2004.05 upon providing 14 days notice to customer.

5. Information Release Authorization. Customer authorizes Agera to obtain and review information regarding Customer's credit history, and the following information: Customer name, email address, telephone number, address consumption history; billing determinants; account number; and credit information from

credit reporting agencies. This information may be used by Agera to determine whether it will commence and/or continue to provide energy 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. Agera shall not release confidential customer information without written authorization from the customer. Customer also authorizes Agera to obtain information related to payment arrangements and budget billing arrangements from the LEU. 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 Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by Agera to Customer are governed by the terms and conditions of this Agreement. Agera will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Agera, Customer may be subject to suspension of distribution service under procedures approved by the NHPUC.

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific 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 law or equity.

Your LEU may have programs available to low income customers. For a list of social service agencies offering bill assistance please call Agera Energy or the Public Utilities Commission using the contact information below:

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customer@ageraenergy.com. Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

7. Final Bill. Customer is liable for all Agera charges until Customer returns to the LEU or goes to another supplier. A final bill will be rendered upon receipt of the meter read from the LEU, or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trueed up subsequent to the final meter reading.

8. Agera Energy: Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and those entities including the New England Independent System Operator ("NEISO") engaged

in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LEU for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LEU and in response to information provided by the LEU. The Delivery Points for the electricity will be a point at the NEISO Agera 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 price noted above.

9. Title. Customer and Agera agree that title to, control of, and risk of loss to the electricity supplied by Agera under this Agreement will transfer from Agera to Customer at the Delivery Point(s).

10. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Agera. Agera makes no representations or warranties other than those expressly set forth in this Agreement. Agera expressly disclaims all other warranties, express or implied.

11. Force Majeure. Agera will make commercially reasonable efforts to provide electricity hereunder but Agera does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Agera including but not limited to inclement weather, war, or strike ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

12. Liability. The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages, or any remedy available to Customer under the regulations of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct 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.

14. Taxes and Laws. 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 Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

15. 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 price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

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

17. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

18. Fixed Rate. Shall remain constant during the Initial Term. This rate includes the fees associated with providing electric services such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LEU.

19. Electric Variable-Monthly Rate. Shall each month reflect the cost of electricity obtained from all sources (including energy,

capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to rate variability.

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 by calling 888-382-1222.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures. In the event that your usage indicates that you belong to another rate class Agera will notify and ask you to sign a contract indicating your correct rate class. This may result in a change in price.



Contract Prepared On Date:

 /
 /

Customer Enrollment Information

Customer Information

Legal Business Name:

Mailing Address:

Street

Unit /Apt

City

State

Zip Code

Phone Number:

Area Code

Ext.

Fax Number:

Contact Name:

First

Last

Contact Title:

Contact Email Address:

Billing Email Address:

Tax ID:

☐

Tax Exempt (If selected, please include your state Tax Exempt form)

Price Plan Chosen by Customer

Agera Flex (variable)

*Agera Pure Wind Adder (optional)

☐ 50% Wind

☐ 100% Wind

*If selected, Agera Pure Wind Agreement must be submitted along with contract packet.

Notification Preferences

How to Receive Notification:

- ☐ Email
☐ Mail
☐ Fax

Billing Type:

- ☐ Consolidated
☐ *Dual

Billing Preferences

*Dual Billing Only

How to Receive Bill:

- ☐ Email
☐ Mail
☐ Fax

How to Pay Bill:

- ☐ Electronic Funds Transfer
☐ Credit Card
☐ Wire

Initials _____



Customer Enrollment Information Cont.

Account Information

Account Number:

Utility:

Service Address:
Street

Unit /Apt.

City

State

Zip Code

Initial Flex Price†:

Unit

Term

Start Date (MM/YY):
 /

†Initial rate applies for service during the first month, after this the rate will be subject to change, see section 19.

Account Number:

Utility:

Service Address:
Street

Unit /Apt.

City

State

Zip Code

Initial Flex Price†:

Unit

Term

Start Date (MM/YY):
 /

†Initial rate applies for service during the first month, after this the rate will be subject to change, see section 19.

☐ Additional Accounts Attached

**Total Estimated Historical
Annual Usage**

Customer and Agera have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. This agreement shall only be effective if agreed to and executed by both parties.

Customer Authorization:
Signature: _____

Title: _____

Print Name: _____

Date: ____ / ____ / ____

Agera Authorization:
Signature: _____

Title: _____

Print Name: _____

Date: ____ / ____ / ____



Customer Disclosure Statement

Price Plan Chosen by Customer:

Agera Flex (variable)

How Price is Determined:

The initial variable price is \$. this price is only valid for the first month of service.

Shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to rate variability.

For more details See **Section 3 - Pricing, Billing, and Termination.**

Length of Agreement and End Date:

The term of this contract is months from effective date.

Amount of Early Termination Fee and Method of Calculation:

No ETF for the Variable price.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

Provisions for Renewal of the Agreement:

Agreement will renew on a month-to-month basis with a monthly variable rate methodology. For more details see **Section 2 - Term.**

Initials _____



Price Calculation Chart

Variable Historic Pricing

Product:	Variable					
Customer Usage:	250 kWh	500 kWh	750 kWh	1000 kWh	1500 kWh	2000 kWh
Historic avg price per kWh:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Calculated based on historic rates on a Monday at 8 am EST January 2015 - December 2015.

Initials _____

Terms and Conditions

New Hampshire Small Commercial Electricity Flex (Variable Rate)

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a Competitive Electric Power Supplier (CEPS), and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Electric Utility (the "LEU"). Agera is not affiliated with and does not represent the LEU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LEU's delivery schedule. Any discrepancy between actual usage and estimated usage will be reconciled by the next billing cycle. The LEU will continue to deliver the electricity supplied by Agera.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an EDI enroll transaction to the LEU provided the LEU receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CEPS subject to the terms of this agreement.

Unless otherwise agreed to, upon completion of the Initial Term, the Fixed Rate Full Requirement Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 19 herein; and the Variable Rate Plus Fixed Rate Adder Agreement and a Three for All Agreement will renew on a month-to-month basis as a Variable Rate Plus Fixed Cost Adder effective at the time or renewal, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days **advance written notice of termination to the other party.**

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be as set forth in the Customer Disclosure Statement. The LEU will separately bill for, and Customer will be obligated to pay, all LEU delivery related rates and charges.

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera 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, Agera may terminate this Agreement upon 15 days' written notice to Customer.

Customer shall have 3 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 5 business days from the postmarked date to rescind authorization under this Agreement. If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LEU ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LEU, terms are defined by the LEU's tariff; if billed by Agera, net terms are 25 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LEU and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LEU for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 25 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LEU responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, 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. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

Agera's price does not include other costs, including, but not limited to, the price of transmission and distribution, the system benefits charge, the stranded cost recovery charge, and taxes.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera 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 New Hampshire Public Utilities Commission (NHPUC) pursuant to PUC 2004.05 upon providing 14 days notice to customer.

5. Information Release Authorization. Customer authorizes Agera to obtain and review information regarding Customer's credit history, and the following information: Customer name, email address, telephone number, address consumption history; billing determinants; account number; and credit information from

credit reporting agencies. This information may be used by Agera to determine whether it will commence and/or continue to provide energy 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. Agera shall not release confidential customer information without written authorization from the customer. Customer also authorizes Agera to obtain information related to payment arrangements and budget billing arrangements from the LEU. 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 Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by Agera to Customer are governed by the terms and conditions of this Agreement. Agera will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Agera, Customer may be subject to suspension of distribution service under procedures approved by the NHPUC.

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific 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 law or equity.

Your LEU may have programs available to low income customers. For a list of social service agencies offering bill assistance please call Agera Energy or the Public Utilities Commission using the contact information below:

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customercare@ageraenergy.com. Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

7. Final Bill. Customer is liable for all Agera charges until Customer returns to the LEU or goes to another supplier. A final bill will be rendered upon receipt of the meter read from the LEU, or if access is unavailable, an estimate of consumption will be used in the final bill, which will be tried up subsequent to the final meter reading.

8. Agera Energy: Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and those entities including the New England Independent System Operator ("NEISO") engaged

in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LEU for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LEU and in response to information provided by the LEU. The Delivery Points for the electricity will be a point at the NEISO Agera 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 price noted above.

9. Title. Customer and Agera agree that title to, control of, and risk of loss to the electricity supplied by Agera under this Agreement will transfer from Agera to Customer at the Delivery Point(s).

10. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Agera. Agera makes no representations or warranties other than those expressly set forth in this Agreement. Agera expressly disclaims all other warranties, express or implied.

11. Force Majeure. Agera will make commercially reasonable efforts to provide electricity hereunder but Agera does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Agera including but not limited to inclement weather, war, or strike ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

12. Liability. The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages, or any remedy available to Customer under the regulations of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct 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.

14. Taxes and Laws. 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 Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

15. 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 price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

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

17. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

18. Fixed Rate. Shall remain constant during the Initial Term. This rate includes the fees associated with providing electric services such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LEU.

19. Electric (Flex) Variable-Monthly Rate. Shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to rate variability.

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 by calling 888-382-1222.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures. In the event that your usage indicates that you belong to another rate class Agera will notify and ask you to sign a contract indicating your correct rate class. This may result in a change in price.



Contract Prepared On Date:

 / /

Customer Enrollment Information

Customer Information

Customer Name (Primary Contact):

First

Last

Mailing Address:

Street

Unit /Apt

City

State

Zip Code

Home Phone Number:

Area Code

 - -
Mobile Phone Number:

Area Code

 - -
Customer Email Address:

Secondary Contact:

First

Last

Relationship to Primary Contact:

Secondary Phone Number:

Area Code

 - -
☐ **Tax Exempt** (If selected, please include your state Tax Exempt form)

Price Plan Chosen by Customer

Agera Flex (variable)

*Agera Pure Wind Adder (optional)

☐ 50% Wind

☐ 100% Wind

*If selected, Agera Pure Wind Agreement must be submitted along with contract packet.

Notification Preferences

How to Receive Notification:

- ☐ Email
☐ Mail

Billing Type:

- ☐ Consolidated
☐ *Dual

*Dual Billing Only

How to Receive Bill:

- ☐ Email
☐ Mail

How to Pay Bill:

- ☐ Electronic Funds Transfer
☐ Credit Card
☐ Wire

Initials _____

Customer Enrollment Information Cont.

Account Information

Account Number:

Utility:

Service Address:
Street

Unit /Apt.

City

State

Zip Code

Initial Flex Price[†]:
\$

Unit

Term

Start Date (MM/YY):

[†]Initial rate applies for service during the first month, after this the rate will be subject to change, see section 19.

Account Number:

Utility:

Service Address:
Street

Unit /Apt.

City

State

Zip Code

Initial Flex Price[†]:
\$

Unit

Term

Start Date (MM/YY):

[†]Initial rate applies for service during the first month, after this the rate will be subject to change, see section 19.

☐ Additional Accounts Attached

**Total Estimated Historical
Annual Usage**

Customer and Agera have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. This agreement shall only be effective if agreed to and executed by both parties.

Customer Authorization:
Signature: _____

Title: _____

Print Name: _____

Date: ____ / ____ / ____

Agera Authorization:
Signature: _____

Title: _____

Print Name: _____

Date: ____ / ____ / ____



Customer Disclosure Statement

Price Plan Chosen by Customer:

Agera Flex (variable)

How Price is Determined:

The initial variable price is \$. this price is only valid for the first month of service.

Shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to rate variability.

For more details See **Section 3 - Pricing, Billing, and Termination.**

Length of Agreement and End Date:

The term of this contract is months from effective date.

Amount of Early Termination Fee and Method of Calculation:

No ETF for the Variable price.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

Provisions for Renewal of the Agreement:

Agreement will renew on a month-to-month basis with a monthly variable rate methodology. For more details see **Section 2 - Term.**

Initials _____



Price Calculation Chart

Variable Historic Pricing

Product:	Variable					
Customer Usage:	250 kWh	500 kWh	750 kWh	1000 kWh	1500 kWh	2000 kWh
Historic avg price per kWh:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Calculated based on historic rates on a Monday at 8 am EST January 2015 - December 2015.

Initials _____

Terms and Conditions

New Hampshire Residential Electricity Flex (Variable Rate)

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a Competitive Electric Power Supplier (CEPS), and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Electric Utility (the "LEU"). Agera is not affiliated with and does not represent the LEU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LEU's delivery schedule. Any discrepancy between actual usage and estimated usage will be reconciled by the next billing cycle. The LEU will continue to deliver the electricity supplied by Agera.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an EDI enroll transaction to the LEU provided the LEU receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CEPS subject to the terms of this agreement.

Unless otherwise agreed to, upon completion of the Initial Term, the Fixed Rate Full Requirement Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 19 herein; and the Variable Rate Plus Fixed Rate Adder Agreement and a Three for All Agreement will renew on a month-to-month basis as a Variable Rate Plus Fixed Cost Adder effective at the time or renewal, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days **advance written notice of termination to the other party.**

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be as set forth in the Customer Disclosure Statement. The LEU will separately bill for, and Customer will be obligated to pay, all LEU delivery related rates and charges.

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera 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, Agera may terminate this Agreement upon 15 days' written notice to Customer.

Customer shall have 3 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 5 business days from the postmarked date to rescind authorization under this Agreement. If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LEU ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LEU, terms are defined by the LEU's tariff; if billed by Agera, net terms are 25 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LEU and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LEU for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 25 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LEU responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, 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. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

Agera's price does not include other costs, including, but not limited to, the price of transmission and distribution, the system benefits charge, the stranded cost recovery charge, and taxes.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera 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 New Hampshire Public Utilities Commission (NHPUC) pursuant to PUC 2004.05 upon providing 14 days notice to customer.

5. Information Release Authorization. Customer authorizes Agera to obtain and review information regarding Customer's credit history, and the following information: Customer name, email address, telephone number, address consumption history; billing determinants; account number; and credit information from

credit reporting agencies. This information may be used by Agera to determine whether it will commence and/or continue to provide energy 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. Agera shall not release confidential customer information without written authorization from the customer. Customer also authorizes Agera to obtain information related to payment arrangements and budget billing arrangements from the LEU. 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 Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by Agera to Customer are governed by the terms and conditions of this Agreement. Agera will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Agera, Customer may be subject to suspension of distribution service under procedures approved by the NHPUC.

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific 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 law or equity.

Your LEU may have programs available to low income customers. For a list of social service agencies offering bill assistance please call Agera Energy or the Public Utilities Commission using the contact information below:

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customer@ageraenergy.com. Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

7. Final Bill. Customer is liable for all Agera charges until Customer returns to the LEU or goes to another supplier. A final bill will be rendered upon receipt of the meter read from the LEU, or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trueed up subsequent to the final meter reading.

8. Agera Energy: Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and those entities including the New England Independent System Operator ("NEISO") engaged

in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LEU for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LEU and in response to information provided by the LEU. The Delivery Points for the electricity will be a point at the NEISO Agera 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 price noted above.

9. Title. Customer and Agera agree that title to, control of, and risk of loss to the electricity supplied by Agera under this Agreement will transfer from Agera to Customer at the Delivery Point(s).

10. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Agera. Agera makes no representations or warranties other than those expressly set forth in this Agreement. Agera expressly disclaims all other warranties, express or implied.

11. Force Majeure. Agera will make commercially reasonable efforts to provide electricity hereunder but Agera does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Agera including but not limited to inclement weather, war, or strike ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

12. Liability. The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages, or any remedy available to Customer under the regulations of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct 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.

14. Taxes and Laws. 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 Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any

and all such taxes.

15. 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 price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

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

17. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

18. Fixed Rate. Shall remain constant during the Initial Term. This rate includes the fees associated with providing electric services such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LEU. Agera reserves the right to pass through to Customer on the invoice either as a separate line item or reflected as part of the price of electricity, as required by law, rule, regulation, or LDC charge.

19. Electric (Flex) Variable-Monthly Rate. Shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and

Agera's costs, expenses and margins.

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 by calling 888-382-1222.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures. In the event that your usage indicates that you belong to another rate class Agera will notify and ask you to sign a contract indicating your correct rate class. This may result in a change in price.

Pure Wind Agreement

PureWind.Agreement_1.4

Legal Business Name:

Contact Name:

First

Last

Mailing Address:

Street

Unit /Apt

City

State

Zip Code

Phone Number:

Area Code

Ext.

Fax Number:

Number of Accounts:

Contact Email Address:

1. Terms of Service: This Document constitutes an Addendum to all Agera Energy Electricity Supply Agreements when the Customer chooses to participate in the Pure Wind program, which matches your electrical usage (kWh) with Green-e Energy® certified Pure Wind renewable energy certificates (RECs). With the purchase of RECs, you are buying the renewable attributes of a specific type of renewable energy generation, which supports the development of renewable energy resources and are sourced nationally.

2. When you participate in the Pure Wind program, you will still receive your electricity supply from Agera Energy at the agreed upon terms in the Commercial Electricity Supply Agreement. However, for every kWh you use, you are also purchasing a portion of a REC, which will appear as a separate line item on your Agera Energy bill (where permitted by local market rules and PUC-approved utility tariffs).

3. Pure Wind RECs are certified by Green-e Energy®. Pure Wind RECs cost an extra \$. per kWh. This represents the current market price for 100% wind RECs; Agera Energy reserves the right to adjust this price based on changes in the wholesale market for RECs, upon written notice to Customer.

4. Elected RECs percentage will be in addition to any state renewable portfolio standards (rps).

5. Pure Wind RECs will be added to your monthly electricity charges.

Pure Wind RECs @ \$. per kWh matching 50% 100% of usage per month.

By my signature below (facsimile signature accepted as if it were an original), I hereby agree to be obligated by the terms and conditions set forth herein and by the Commercial Electricity Supply Agreement entered into with Agera Energy. I affirm that I am a duly authorized agent for Customer with legal authority to switch the electricity provider for Customer.

Signature: _____

Print Name: _____

Title: _____

Date: ____ / ____ / ____


Agera Energy's Pure Wind product is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

Price, Terms & Conditions

PureWind.PTC_1.5

Agera Energy's Pure Wind RECs are certified by Green-e Energy, which requires companies to provide their customers with this notice of Price, Terms and Conditions of service. From the time you receive this, you have three business days to change your mind about purchasing Pure Wind RECs from Agera Energy. You may cancel your contract to purchase Pure Wind RECs by calling Agera Energy's customer service number below. For more information about Green-e Energy, write Green-e Energy at 1012 Tourney Ave., 2nd Floor, San Francisco, CA 94129, log on to www.green-e.org.

Agera Energy's Pure Wind product is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

Who should I contact for more information?

You can contact Agera Energy Monday through Friday, 8:00 am - 6:00 pm EST by calling 888.452.2425. Our email address is customer@ageraenergy.com or you can visit www.ageraenergy.com. Our mailing address is 555 Pleasantville Rd. S-107, Briarcliff Manor, NY 10510.

What source will be used in my certified product?

100% Wind - Sourced Nationally (<https://www.ageraenergy.com/green-energy/>)

How will I be billed?

Consolidated billing option (if available): You will receive a single monthly bill from your local utility that includes charges for both electricity supplied by Agera Energy and the Pure Wind RECs.

Dual Billing option (if available): You will receive a bill from Agera for your electricity supply and you Pure Wind RECs. Your utility will continue to bill you for your energy delivery separately.

What is the cost of the RECs I will be purchasing?

For 50% RECs, your Pure Wind RECs price \$0.0073 per kWh.

For 100% RECs, your Pure Wind RECs price \$0.0093 per kWh.

The electricity supply price of your plan will be in addition to the price listed above. You must also pay federal, state, and local taxes if applicable.

What is the Pure Wind contract term?

There is no term for Pure Wind; you can cancel Pure Wind at any time. For customers who also purchase electric supply from Agera Energy, there may be a fee associated with early termination of the electric supply contract. Please refer to your Agera Energy Terms and Conditions.

If I want to terminate Pure Wind, what is the early termination fee?

You can cancel Pure Wind at any time. Customers who purchase electricity supply from Agera Energy, there may be a fee associated with early termination of the electric supply contract. Please refer to your Agera Energy Terms and Conditions.

What other fees might I be charged?

If applicable, late fees for past due balances, as determined by your local utility for consolidated billing option or by Agera for dual billing.



Agera Energy's Pure Wind product is a Renewable Energy Certificate (REC) product and does not contain electricity, which may be billed separately or by a separate company. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see <https://www.ageraenergy.com/pure-wind/>.