

Mega Energy of New Hampshire, LLC



DM 14-001

New Hampshire Public Utilities Commission
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

NHPUC 2 JAN 14 PM 12:52

December 31, 2013

Re: CEPS Initial Registration Application for Mega Energy of New Hampshire, LLC

Dear Ms. Howland,

Mega Energy of New Hampshire, LLC ("Mega Energy") is submitting this application for registration as a Competitive Electric Power Supplier (CEPS) pursuant to New Hampshire Code of Administrative Rules, Part Puc 2003.01 and Part Puc 2006.01. Mega Energy plans to serve residential and small commercial customers in the Public Service Company of New Hampshire territory. In compliance with Rule Puc 2003.01(b) Mega Energy has not and will not market to customers prior to PUC approval of this application.

Mega Energy of New Hampshire, LLC is a wholly owned subsidiary of Mega Energy Holdings, LLC. Mega Energy Holdings, LLC is a member of NEPOOL and has market-based rate authority granted by the FERC in Docket #ER13-1298. Mega Energy of New England, LLC, a wholly owned subsidiary of Mega Energy Holdings, LLC is licensed to serve residential and small commercial customers in Massachusetts (CS-106) and Connecticut (Docket # 13-03-09). Mega Energy of Maine, LLC, a wholly owned subsidiary of Mega Energy Holdings, LLC is licensed to serve residential and small commercial customers in Maine (Docket # 2013-00276).

Pursuant to New Hampshire Code of Administrative Rules Puc 2003.03, Mega Energy of New Hampshire is currently finalizing the letter of credit and will have it directly forwarded to the Commission upon completion.

Enclosed for filing is an original and two copies of the application and all attachments, an electronic copy in PDF format on CD and a check for \$500 for the registration fee. Should you have any questions, do not hesitate to contact me or Leslie Coleman, (713) 590-3388, ltaylor@megaenergyllc.com

Sincerely,

Mary E. Morgan
Controller, Mega Energy of New Hampshire, LLC
Ph: (713) 590-3346
mmorgan@megaenergyllc.com

Mega Energy of New Hampshire, LLC



MEGA ENERGY OF NEW HAMPSHIRE, LLC NEW HAMPSHIRE APPLICATION FOR REGISTRATION AS A COMPETITIVE ELECTRIC POWER SUPPLIER

(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;

Mega Energy of New Hampshire, LLC
Website: www.megaenergyllc.com

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

Mega Energy of New Hampshire, LLC
5065 Westheimer Rd., Suite 1111
Houston, TX 77056
Phone: 713-590-3347
Email: mmorgan@megaenergyllc.com
Website: www.megaenergyllc.com

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

Mega Energy of New Hampshire, LLC is a Limited Liability Company created under Texas law.

(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;

ATTACHMENT F – Resumes of principals

Name	Title	Business Address	Business Phone And Email
Javed Meghani	President & Treasurer	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3340 jmeghani@megaenergyllc.com
Feroz Meghani	Vice President & Secretary	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3347 fmeghani@megaenergyllc.com
Debbie S. Wernet	Chief Operating Officer	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3390 dwnernet@megaenergyllc.com
Mary E. Morgan	Controller	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3346 mmorgan@megaenergyllc.com
Jibrán Khan	Manager of Supply	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3341 jkhan@megaenergyllc.com
James Malick	Director, Supply	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3342 jmalick@megaenergyllc.com

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

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreements with any affiliated New Hampshire utility;

None.

(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;

Aubrey Daniels
Operations Supervisor
Mega Energy of New Hampshire, LLC, 5065 Westheimer Rd., Suite 1111, Houston, TX 77056
Phone: 713-590-3345
Fax: 713-487-0064
Toll Free: 855-810-6342
E-mail: adaniels@megaenergyllc.com

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

Name: Mary E. Morgan
Title: Controller
Address: Mega Energy of New Hampshire, LLC, 5065 Westheimer Rd., Suite 1111, Houston, TX 77056
Phone: 713-590-3346
Fax: 713-487-0064
E-mail: mmorgan@megaenergyllc.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;

Capitol Corporate Services, Inc.
1 Old Loudon Road
Concord, NH 03301
Tel: (800) 345-4647
Fax: (800) 432-3622

(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 Attachment A

(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;

Public Service Company of New Hampshire.

Mega Energy of New Hampshire, LLC



(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;

Mega Energy plans to service residential and small commercial customers in the PSNH territory.
Public Service Company of New Hampshire

- R, EAO, GV, LG, OL

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

Mega Energy Holdings, LLC (parent company)

Affiliates:

Mega Energy of New England, LLC (Massachusetts- approved August 6, 2013, CS-106)

Connecticut – approved June 26, 2013, Docket #13-03-09)

Mega Energy of Maine, LLC (licensed June 26, 2013, Docket # 2013-00276)

Mega Energy, L.P. (Texas) was previously engaged in the retail sale of electricity in the state of Texas but as of this writing, its customers were sold and the company is currently inactive.

All Mega Energy companies share the following corporate address:

5065 Westheimer Rd., Suite 1111

Houston, TX 77056

(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;

Mega Energy of New Hampshire, LLC, its principals, Javed Meghani and Feroz Meghani, and its parent company, Mega Energy Holdings, LLC, have not received any complaints filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency.

(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;**

Mega Energy of New Hampshire, LLC, its principals, Javed Meghani and Feroz Meghani, and its parent company, Mega Energy Holdings, LLC, have never been convicted of any felony.

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

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

regulation; or

c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

Mega Energy of New Hampshire, LLC, its principals, Javed Meghani and Feroz Meghani, and its parent company, Mega Energy Holdings, LLC, have not had any sanctions or penalties imposed against them by any state or federal consumer protection law or regulation.

(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:

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

Mega Energy of New Hampshire intends to telemarket and as such the applicant shall:

- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
- b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and
- c. Will 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;

N/A

(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;

Mega Energy of New Hampshire intends to use the utility's billing service.

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

See **Attachment B.**

Additional Information per 2003.01

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

(21) A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange. AND A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability.

Mega Energy of New Hampshire, LLC completed New Hampshire Supplier Training on May 17, 2013.

Mega Energy of New Hampshire, LLC completed EDI Connectivity and Certification Testing with PSNH on December 6, 2013

See Attachment C

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

Mega Energy Holdings, LLC, parent company of Mega Energy of New Hampshire, LLC. is a member in good standing of ISO-NE and will procure power from NEPOOL to serve its customers.

Mega Energy Holdings, LLC's member #112804 – joined July 1, 2013

See Attachment D

(24) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and the signature of the applicant or its representative.

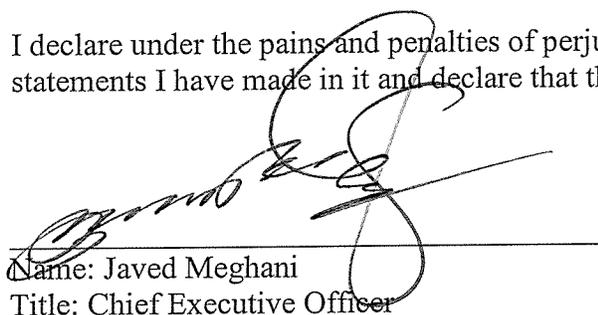
See attached Affidavit

AFFIDAVIT

I, Javed Meghani being duly sworn, depose and say that:

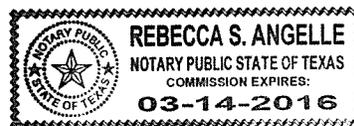
1. I am Chief Executive Officer of Mega Energy of New Hampshire, LLC, and as a duly authorized representative of Mega Energy of New Hampshire, LLC with the power and authority to execute contracts on behalf of Mega Energy of New Hampshire, LLC, I am making this affidavit on behalf of Mega Energy of New Hampshire, LLC.
2. I have reviewed this initial application of Mega Energy of New Hampshire, LLC to become a Competitive Electric Supplier within the State of New Hampshire as provided by the requirements within the N.H. Code Admin. Rules 2000 (Adopted 9/24/10).

I declare under the pains and penalties of perjury that I have reviewed this affidavit and the statements I have made in it and declare that they are true.


Name: Javed Meghani
Title: Chief Executive Officer
Company: Mega Energy of New Hampshire, LLC
Address: 5065 Westheimer Rd., Suite 1111, Houston, TX 77056

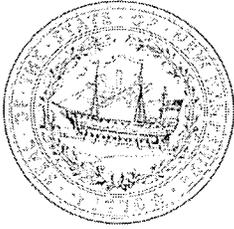
Subscribed to and sworn before me on this 30TH day of December, 2013.


Notary Public
My Commission Expires:



ATTACHMENT A

Proof of authorization to do business in New Hampshire from the New Hampshire Secretary of State



State of New Hampshire
Department of State
Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Registration as a Foreign Limited Liability Company. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Registration as a Foreign Limited Liability Company.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 690544

Mailing address - 107 North Main Street, State House room 204, Concord, N.H. 03301-4989
Physical Location – 25 Capitol Street, State House Annex – 3rd Floor, Concord NH
Forms on Web – www.nh.gov/sos/corporate

State of New Hampshire

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

Form FLLC-1
RSA 304-C:12

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

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

FIRST: The name of the limited liability company is

Mega Energy of New Hampshire, LLC

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

THIRD: It is formed under the laws of Texas

FOURTH: The date of its formation is March 29, 2013

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

Electric Service

SIXTH: The name of its registered agent in New Hampshire is Capitol Corporate Services, Inc.

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

1 Old Loudon Rd Concord NH 03301

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

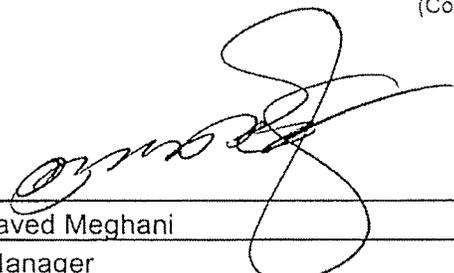
State of New Hampshire
Form FLLC 1 - Application for Foreign Registration FLLC 4 Page(s)



T1311331052

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: 
Print or type name: Javed Meghani
Title: Manager
Date signed: 4/1/13

Complete address of person signing: 2800 Post Oak Blvd.
Suite 111
Houston, Texas 77056

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

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

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

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

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

Part I – Business Identification and Contact Information

Business Name: Mega Energy of New Hampshire, LLC

Business Address (include city, state, zip): 2800 Post Oak Blvd., Ste. 111, Houston, Texas 77056

Telephone Number: 713-590-3346 E-mail: jmeghani@mymegaenergy.com

Contact Person: Javed Meghani

Contact Person Address (if different): _____

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

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

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

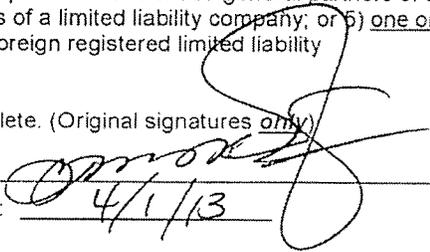
1. This business is not being formed in New Hampshire.
2. _____ This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

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

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

Name (print): Javed Meghani

Signature: 

Date signed: 4/1/13

Name (print): _____

Signature: _____

Date signed: _____

Name (print): _____

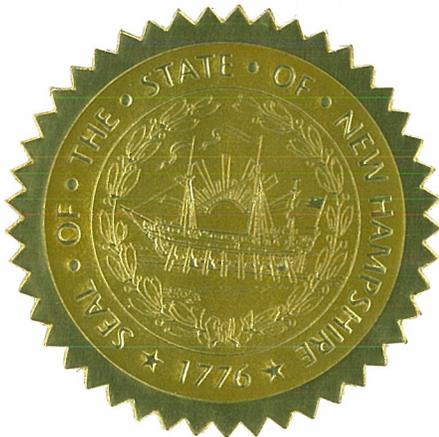
Signature: _____

Date signed: _____

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 Mega Energy of New Hampshire, LLC a(n) Texas limited liability company registered to do business in New Hampshire on April 22, 2013. 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 16th day of December, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

ATTACHMENT B

Copies of contract to be used for residential and small commercial customers:

Mega Energy of New Hampshire (“Mega Energy”) is licensed by the New Hampshire Public Utilities Commission, _____, to offer and supply electric generation services in New Hampshire. “We,” “us” or “our” refers to Mega Energy. “You” or “Your” refers to the customer. By accepting electric service from Mega Energy, you are entering into a contract with us and you will be bound by the Agreement.

Agreement to Purchase Energy: Your Agreement with Mega Energy shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with Mega Energy and (ii) the terms and conditions contained herein. Your Utility (PSNH) will continue to be responsible for the delivery of electricity to your service location, read your meter, provide your monthly bill, respond to emergencies, and all other related services.

Price: You agree to pay \$0.0___ per kilowatt-hour (kWh) through your 12th bill from your first meter read date. These prices do not include any applicable taxes. In addition, you are responsible for paying Utility distribution and transmission charges, as well as any other applicable charges.

RIGHT TO RESCIND: You have the right to rescind this Agreement without penalty any time prior to midnight of the third (3rd) business day of electronic or personal delivery, or within five (5) business days of delivery via U.S. Mail, of enrollment authorization & a copy of this Agreement (Rescission Period.) To rescind this Agreement, contact us by phone at 1-855-810-6342 or by email at customercareNH@megaenergyllc.com or by mail at Mega Energy, 5065 Westheimer Rd., Suite 1111, Houston, TX 77056. Any

cancellation after the fifth business day shall be subject to the “Cancellation/Termination” provisions.

Fixed Rate Plan – You will pay the fixed rate per kWh as specified in your Electricity Service Agreement for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Electricity Service Agreement. A contract-expiration notice will be sent to you at least thirty (30) days prior to the end of your Term. If you fail to take action to ensure the continued receipt of fixed rate retail energy service upon the contract’s expiration, you will automatically continue to be served by Mega Energy pursuant to a variable rate product on a month-to-month basis unless you select another product or electric supplier.

Variable Rate Plan – A month-to-month plan where your rate may vary each month according to market conditions. This product shall commence for a one (1) month term (“Initial Term”). This Agreement shall automatically renew for successive one (1) month periods (“Renewal Term”) unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Customers on a variable rate plan will find updated pricing related to their product on Mega Energy’s website: www.megaenergyllc.com.

Mega Energy’s rate does not include other costs, including but not limited to, the price of transmission & distribution, the system benefits charge, stranded cost recovery charge, and taxes. These costs will continue to be billed by the Utility. Your Utility Delivery Charges are itemized separately on the bill they send to you.

Credit Requirement: Mega Energy reserves the right to conduct a credit review prior to providing you electricity supply service, and to refuse electricity supply service if you do not meet Mega Energy's credit standards. You agree to provide Mega Energy with any information reasonably requested in order to complete the credit review including but not limited to establishing an ACH Debit relationship with Mega Energy. If, prior to commencing electricity supply service or at any time during the Term of this Agreement, Mega Energy has good faith concerns about the creditworthiness of customers, Mega Energy may conduct a credit review and it customer is a commercial account may ask customer to provide reasonable credit assurances acceptable to Mega Energy. Further, for commercial accounts, Mega Energy reserves the right to require a deposit before providing electricity supply service.

Deposits & Interest on Deposits:

The interest rate on deposits is found on the New Hampshire PUC website at: <http://www.puc.state.nh.us/Consumer/PrimeRates.html>

Billing and Payment: You will receive your monthly bill from your Utility that includes the Mega Energy generation service charge and Utility delivery charge plus taxes. You will make payments for both the Mega Energy generation service charge and the Utility delivery charges directly to your Utility in accordance with your Utility's payment terms and due date. Please consult your Utility's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms.

Cancellation/Termination: To cancel this agreement, you may call, email, or write Mega Energy at the contact information provided below. When you cancel services, you agree to pay for the services provided by Mega Energy through the date you are switched to another electric supplier or returned to the Utility for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Mega Energy gives the Utility notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation and the resultant switch is effected by the Utility.

If you terminate after the Rescission Period, Mega Energy may charge you a cost recovery fee of (i) if you are a residential customer, up to \$150 depending upon the cost to Mega Energy of procuring electricity suppliers on your behalf or (ii) if you are not a residential customer, an amount calculated, in our reasonable discretion, as the product of unconsumed electric energy for the balance of your Term times the excess if any between your price and the price at which mega Energy can sell such electric energy at the time of such event. The cost recovery fee is not a penalty but is intended to recover our cost in procuring a reliable, fixed price supply of electricity on your behalf.

Mega Energy reserves the right to cancel this agreement (i) if your Utility is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your Utility and Mega Energy. If this occurs, we will notify both you and your Utility of the cancellation of this agreement at least 3 days prior to the effective date of cancellation. It may take up to (60) days for Customer's account(s) to be

returned to the Utility depending on Utility cancellation procedures.

Dispute Resolution: You should contact Mega Energy regarding any dispute related to this Agreement. Mega Energy will attempt to resolve the dispute in an efficient, fair and timely manner. Mega Energy will provide a response within (14) business days. Mega Energy will report the results of its investigation to you. If you are not satisfied with our attempt to resolve the problem, you may seek assistance from the New Hampshire Public Utilities Commission at 1-800-852-3793, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

Customer Information Release

Authorization: By entering into this agreement, you agree that your Utility may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account numbers, historical usage information, peak electricity demand and payment history. We will not give or sell your information to any unaffiliated third party without your consent unless we are required to do so by law. This authorization will remain in effect during the Term of this Agreement.

Mega Energy agrees not to release confidential customer information (as defined by applicable state and federal law) without prior written authorization from Customer.

Default Generation Service: Retail electricity customers in New Hampshire are entitled to purchase their electricity supply from a competitive supplier or through the default

service. Default service is provided automatically by the Utility any customer who does not contract with a competitive supplier for their electricity.

Low Income Assistance: The Electric Assistance Program (EAP) may be available to low income customers for bill payment assistance. More information and enrollment information is available online at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm> or by calling the PUC at 1-800-852-3793. A list of additional available services in New Hampshire may be found at <http://www.211nh.org> or by calling 211.

Consumer Protection Rights: To obtain information on consumer protection rights you may contact the New Hampshire Public Utilities Commission, Consumer Assistance Division. By Phone: 1-800-852-3793, Monday – Friday, 8:00 am – 4:30 pm. In writing at:
New Hampshire Public Utilities Commission
Consumer Assistance Division
21 South Fruit Street, Suite 10
Concord, NY 03301-2429

Liability: The remedy in any claim or suit by Customer against Mega Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy at law or in equity. In no event will either Mega Energy 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.

Warranty Disclaimer: MEGA ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

MEGA ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR USE.

Assignment: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof) in connection with any financing agreement, purchase of receivables program or other billing services arrangement. In addition, we may assign our rights and obligations hereunder to an affiliate of Mega Energy, any person or entity succeeding to all or substantially all of the assets of Mega Energy, or to a competitive supplier licensed to do business in New Hampshire. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, Mega Energy shall have no further obligations hereunder.

Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

Force Majeure: Mega Energy will make commercially reasonable efforts to provide service but does not guarantee a continuous electricity supply. Events outside of Mega Energy's control ("Force Majeure Events") may result in interruptions in service. These events include by way of example only: acts of God or any governmental authority,

accidents, strikes or labor disputes, required maintenance, inability to access the Utility's facilities, Utility non-performance including an outage, changes in laws of any governmental authority or any other cause beyond Mega Energy's control. Mega Energy shall not be liable to you for any interruptions caused by Force Majeure Events.

Acceptance and Amendments: This Agreement shall not become effective until accepted by Mega Energy. Mega Energy reserves the right to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by Mega Energy, or to meet minimum or maximum threshold consumption levels as determined by Mega Energy. Mega Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective.

Entire Agreement: This Agreement is the entire Agreement between you and Mega Energy. You understand that Mega Energy's obligations under this Agreement are subject to any validly issued present and future laws of any governmental authority having jurisdiction over this Agreement or the services provided by Mega Energy to you.

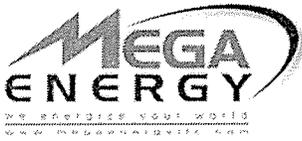
Parties Bound: This Agreement is binding upon you and Mega Energy and each of your respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

Do Not Call: Customer may sign up for the Federal Trade Commission’s National Do Not Call Registry either by telephone at 1-888-

382-1222 or via the internet at <http://www.donotcall.gov>

Contact Information:

Mega Energy of New Hampshire Contact Information	Outages & Emergencies Contact Information	Public Utilities Commission Customer Service
<p>Direct: 713-590-3347 Toll Free: 1-855-810-6342 Fax: 713-487-0064 (M – F 8:00 am to 5:00 pm EST)</p> <p align="center">Online Website: www.megaenergyllc.com</p> <p>E-mail address: infoNH@megaenergyllc.com</p> <p>Mailing address: Mega Energy 5065 Westheimer Rd., Suite 1111 Houston, TX 77056</p>	<p align="center">Public Service of New Hampshire</p> <p align="center">1-800-662-7764 1-800-346-9994 (TTY/TDD)</p>	<p>Direct: 603-271-2431 Toll-free: 1-800-852-3793 (M – F 8:00am to 4:30pm)</p> <p align="center">Online:</p> <p>http://www.puc.state.nh.us/ ConsumerAffairsForms/complaint frm.aspx</p> <p>Mailing Address: Consumer Affairs Division 21 South Fruit Street, Suite 10 Concord, NH 03301-2429</p>



Electricity Service Agreement Enrollment Form

New
Hampshire

ENROLLMENT DETAILS

CUSTOMER INFORMATION		<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial
Customer Name		Telephone number	Alternate Phone Number
Billing Address (if different from service address)		Social Security #/ EIN	
City	State	Zip Code	Email address
SERVICE INFORMATION			
Service Address (physical address to which service is being provided - No P.O. Boxes)			
City	Country	State	Zip Code
Public Service of New Hampshire		Account Number	
Utility Name		Account Number	
RATE PLAN DETAILS			
<input type="checkbox"/> Fixed	<input type="checkbox"/> Variable	¢ /kWh	Base Fee applicable - YES
Rate Type (select one)		Rate	Term
			See details under "Customer Authorization" Section below

CUSTOMER AUTHORIZATION

- I am over 18 years of age and legally authorized to choose an electric supplier for the service address listed above.
- I am authorizing the change of my electric supplier to Mega Energy of New Hampshire, LLC (Mega Energy)
- I understand that by selecting Mega Energy, my local utility will continue to transport energy, provide maintenance, read my meter and respond to emergency service calls. I will continue to receive a bill from my local utility for both Mega Energy and utility charges and all applicable taxes.
- I understand that if I take no action in response to the notice of contract expiration for the continued receipt of retail electric service upon my contract expiration, Mega Energy shall serve me pursuant to a default renewal product that is a variable rate.
- I authorize Mega Energy to act as my limited agent to perform the necessary tasks to establish electric service with Mega Energy, during the duration of this Agreement.
- I understand that Mega Energy is not responsible for any early cancellation fee charged by my current electric service provider, if applicable.
- I affirm that the correct name and billing address is indicated above.

By signing below, I am authorizing Mega Energy to become my electric power supplier. By signing this form, I hereby indicate that I have read the Sales Agreement and Terms of Service (TOS) that accompanies this Agreement. I UNDERSTAND THAT I PERSONALLY AND UNCONDITIONALLY GUARANTEE ANY AMOUNTS OWED TO MEGA ENERGY UNDER THIS AGREEMENT. The Sales Agreement and Terms of Service and this Enrollment Form constitute the entire agreement between myself and Mega Energy and supersedes any other discussion, whether oral or written concerning service(s) provided by Mega Energy.

Signature	Printed Name	Today's Date (MM/DD/YR)	Mega Energy Approval
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You may CANCEL this transaction, without penalty or obligation, within THREE (3) BUSINESS DAYS from the date of your enrollment authorization and receipt of a copy of the Agreement. To cancel this transaction, you can:

- Call Mega Energy at 855-810-6342, Monday – Friday, 8am-5pm (Eastern Standard Time),
- Send a signed and dated Cancellation Notice to Mega Energy at Mega Energy of New Hampshire, LLC., 5065 Westheimer Rd., Suite 1111, Houston, TX 77056-5687, OR
- Email Mega Energy at customercareNH@megaenergyllc.com. Please include (1) request to cancel contract; 2) name, address, phone number; 3) Utility Account Number

WE MUST RECEIVE THE CANCELLATION NO LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOUR ENROLLMENT AUTHORIZATION AND RECEIPT OF A COPY OF THE AGREEMENT.

ATTACHMENT C

Proof of New Hampshire Supplier training with Public Service of New Hampshire.

Proof of successful EDI Testing and Certification with Public Service of New Hampshire.



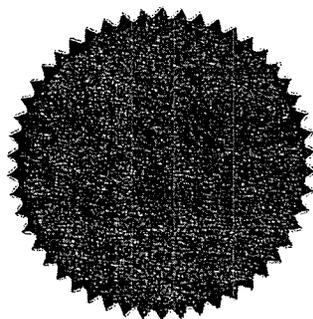
**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Mega Energy of New Hampshire, LLC

to certify that they have completed to satisfaction

NH Supplier Training



Granted: 05/17/13

Aaron Downing

*Aaron Downing
PSNH Supplier Services*



**Public Service
of New Hampshire**

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

The Northeast Utilities System

Date 12/06/13

Mega Energy of New Hampshire, LLC
2800 Post Oak Blvd, Suite 111
Houston, TX 77056

Dear Mary,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and Mega Energy of New Hampshire, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Mega Energy of New Hampshire, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

Thanks once again Mary for your interest and I look forward to working with you in the future.

Sincerely,

Aaron Downing
PSNH Supplier Services

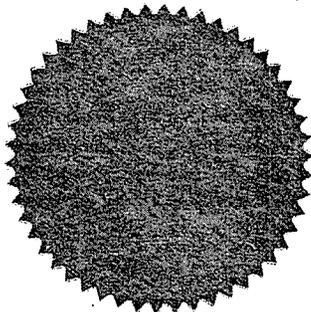
**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Mega Energy of New Hampshire, LLC

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



Granted: 12/06/13

Aaron Downing

Aaron Downing
PSNH Supplier Services

ATTACHMENT D

PROOF OF NE ISO PARTICIPATION:

Mega Holdings LLC (member #112804), parent company of Mega Energy of New Hampshire, is an active member of the New England Power Pool (NEPOOL).



- [Home](#)
 - [Committees](#)
 - [Customer Directory](#)

Company Details: Mega Energy Holdings, LLC
 2800 Post Oak Blvd, Suite 111
 Houston, TX 77056

- [Customer Details](#)
- [Committee Members](#)
- [Participant Related Persons](#)

[-] Customer Details

Customer ID	Sector	Type	Classification	Sub-Classification	Voting Status
112804	Supplier	Participant	Market Participant		Y

[-] Committee Members

<u>Committee Name</u>	<u>Member Name</u>	<u>Title</u>	<u>Position</u>	<u>Role</u>
NEPOOL Markets Committee	Wernet, Debbie	Chief Operations Officer		Member
NEPOOL Markets Committee	Morgan, Mary	Controller		Alternate
NEPOOL Participants Committee	Wernet, Debbie	Chief Operations Officer		Member
NEPOOL Participants Committee	Morgan, Mary	Controller		Alternate
NEPOOL Reliability Committee	Wernet, Debbie	Chief Operations Officer		Member
NEPOOL Reliability Committee	Morgan, Mary	Controller		Alternate
Transmission Committee	Wernet, Debbie	Chief Operations Officer		Member
Transmission Committee	Morgan, Mary	Controller		Alternate

[±] Participant Related Persons



- [Home](#)
 - [Committees](#)
 - [Customer Directory](#)

Company Details: Mega Energy Holdings, LLC
 2800 Post Oak Blvd, Suite 111
 Houston, TX 77056

- [Customer Details](#)
- [Committee Members](#)
- [Participant Related Persons](#)

[-] Customer Details

Customer ID	Sector	Type	Classification	Sub-Classification	Voting Status
112804	Supplier	Participant	Market Participant		Y

[-] Committee Members

<u>Committee Name</u>	<u>Member Name</u>	<u>Title</u>	<u>Position</u>	<u>Role</u>
NEPOOL Markets Committee	Wernet, Debbie	Chief Operations Officer		Member
NEPOOL Markets Committee	Morgan, Mary	Controller		Alternate
NEPOOL Participants Committee	Wernet, Debbie	Chief Operations Officer		Member
NEPOOL Participants Committee	Morgan, Mary	Controller		Alternate
NEPOOL Reliability Committee	Wernet, Debbie	Chief Operations Officer		Member
NEPOOL Reliability Committee	Morgan, Mary	Controller		Alternate
Transmission Committee	Wernet, Debbie	Chief Operations Officer		Member
Transmission Committee	Morgan, Mary	Controller		Alternate

[±] Participant Related Persons

ATTACHMENT E

Incorporation documents



Office of the Secretary of State

CERTIFICATE OF FILING OF

Mega Energy of New Hampshire LLC
File Number: 801758456

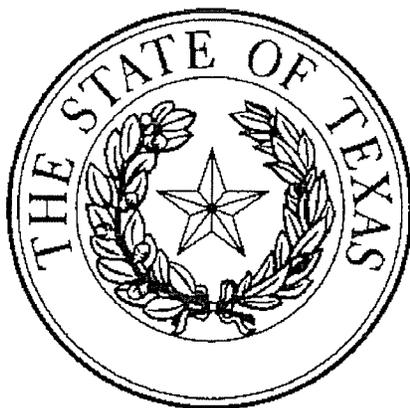
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/29/2013

Effective: 03/29/2013



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 801758456 03/29/2013
Document #: 473417960002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Mega Energy of New Hampshire LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Javed Meghani

C. The business address of the registered agent and the registered office address is:

Street Address:

2800 Post Oak Boulevard Ste. 111 Houston TX 77056

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Javed Meghani**

Title: **Manager**

Address: **2800 Post Oak Boulevard Ste. 111 Houston TX, USA 77056**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

doc20130327130405.pdf

Organizer

The name and address of the organizer are set forth below.

Javed Meghani 2800 Post Oak Blvd., Ste. 111, Houston, Texas 77056

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Javed Meghani

Signature of Organizer

FILING OFFICE COPY

<p>Form 509 (Revised 12/10)</p> <p>Submit with relevant filing instrument.</p> <p>Filing Fee: None</p>	 <p>Consent to Use of Similar Name</p>	
---	--	--

(1) Mega Energy, LP
Name of the entity or individual who holds the existing name on file with the secretary of state

consents to the use of

(2) Mega Energy of New Hampshire
Proposed name

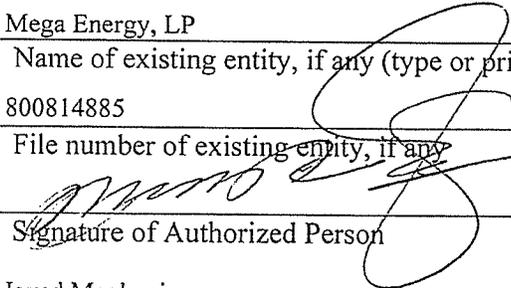
as the name of a filing entity or foreign filing entity in Texas for the purpose of submitting a filing instrument to the secretary of state. This consent does not authorize the use of the similar name in violation of a right of another under the Trademark Act of 1946, as amended (15 U.S.C. Section 1051 et seq.); Chapter 16 or 71, Business & Commerce Code; or common law.

(3) The undersigned certifies to being authorized by the holder of the existing name to give this consent. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 3.27.2013

By: Mega Energy, LP
Name of existing entity, if any (type or print)

800814885
File number of existing entity, if any


Signature of Authorized Person

Javed Meghani
Name of Authorized Person (type or print)

CEO
Title of Authorized Person, if any (type or print)

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John Steen
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for Mega Energy of New Hampshire LLC (file number 801758456), a Domestic Limited Liability Company (LLC), was filed in this office on March 29, 2013.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 19, 2013.



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 476579480004

ATTACHMENT F

Resumes of Principals

- **Javed Meghani, President & Treasurer**
- **Feroz Meghani, Vice President & Secretary**
- **Debbie S. Wernet, Chief Operating Officer**
- **Mary E. Morgan, Controller**
- **Jibran Khan, Manager of Supply**
- **James Malick, Director, Supply**

Javed Meghani
Chief Executive Officer

Experience:

2007 – Present

**Mega Energy, a Retail Electricity Provider
Chief Executive Officer & Owner**

- Financial decision-making and banking relationships
- Complete Budget Oversight
- Negotiation and Execution of contracts
- Purchasing of major equipment
- Head of the management committee

1997 – 2007

**GM Gold and Diamonds, LP, wholesaler of gold and diamond jewelry
President & Owner**

- Vision & Strategies
- Financial Planning
- Human Resources
- Management
- Customer Service
- Inventory Management
- Purchasing and Merchandising
- Distribution channel development

1987 – 1997

**Paramount Associates, Inc., retail seller of jewelry
Vice President**

- Vision and Strategies
- Financial Planning
- Management
- Customer Service
- Inventory Management
- New store openings
- Sales of stores to create a wholesale distribution network

1986 – 1987

**Broadway, Jewelry Department
Assistant Manager**

- Management of sales staff
- Attainment of sales quotas
- New employee training
- Daily banking

Education:

1985 Government National College, Bachelor of Commerce

Feroz Meghani

President

Experience:

- 2007 – Present** **Mega Energy, a Retail Electricity Provider**
President & Owner
- Involved in financial decision-making process
 - Growth initiatives
 - Diversification strategies
- 1997 – Present** **GM Gold and Diamonds, LP, wholesaler of gold and diamond jewelry**
Chief Executive Officer & Owner
- Vision and Strategies
 - Financial Planning
 - Human Resources
 - Management
 - Customer Service
 - Inventory Management
 - Purchasing and Merchandising
 - Distribution channel development
- 1987 – 1997** **Paramount Associates, Inc., retail seller of jewelry**
Chief Operating Officer
- Vision and Strategies
 - Financial Planning
 - Management
 - Customer Service
 - Inventory Management
 - New store openings
 - Sales of stores to create a wholesale distribution network
- 1986 – 1987** **The Jewelry Place, retail seller of jewelry**
Vice President of Sales
- Management of sales staff
 - Inventory management
 - Marketing and Advertising
 - Storewide profitability

Debbie Wernet
Chief Operating Officer

Experience:

7/2011 – Present

Mega Energy, Chief Operating Officer

- Responsibility for the overall commercial and operational functions of the company including commodity supply management.

6/2010 – 6/2011

Westpark Communications, Business Development

- Responsibility for new business development, operation and profitability of the energy division of the company.
- Westpark Communications is a 24/7 call center specializing in customer care solutions with particular emphasis in the retail energy provider, legal and direct marketer segments.

8/2006 – 6/2010

Acacia Energy, President

- The company initially focused on sales of natural gas to utilities, large commercial and industrial companies and governmental entities. In 2007, Acacia entered the ERCOT retail electricity market selling to residential and small commercial customers. Overall responsibility for all aspects of the business including finance, marketing and supply related matters.

9/2003 – 12/2005

U.S. Energy Savings Corp., a wholly owned subsidiary of Energy Savings Income Fund, President

- USESC is a wholly owned subsidiary of Energy Savings Income Fund now known as Just Energy, a publicly traded company on the U.S. & Toronto Stock Exchanges. Just Energy is engaged in the business of selling natural gas and electricity to residential and small commercial customers in deregulated markets. She joined Energy Savings to head up the effort to enter various U.S. gas and electricity markets.

4/1996 – 8/2003

Shell Trading Gas and Power, N.A., President
Coral Energy Holdings, Executive Vice President
Coral Power, Executive Vice President
Coral Energy/Shell Trading Gas and Power N.A., Chief Financial Officer

- Coral Energy was a joint venture of Shell Oil Company and Tejas Gas Company which she joined as Chief Financial Officer. Moving to the commercial organization in 1997 she was initially in charge of the power trading group then both the gas and power trading groups and finally all commercial areas which included trading, marketing, energy services and project development.

4/1993 – 4/1996

Enron Capital and Trade, Vice President

- Initial responsibilities were in Enron Finance, a subsidiary of ECT that specialized in equity investing and project finance lending to smaller energy companies. That assignment was followed by the addition of a group in London. She went to London to head up the financing function there as well as to fill the position of Treasurer of Enron Europe.

11/1991 – 12/ 1992

United Gas Pipeline Company, Treasurer

- Responsibility for cash management, insurance, bank lender relationships, credit and risk management. The company was sold.

9/1978 – 11/1991

**Continental Illinois National Bank, Training program through to Vice President
And Market Manager**

3 years in the Mining Division

10 years in the Oil and Gas and Utilities Divisions

- In the Mining Division focus was on project finance in the U.S. coal sector. Responsibilities included project financing, merger and acquisition financing and general corporate banking. Market segments covered in the Oil and Gas Division were exploration and production, interstate pipelines and refining and marketing. In the Utilities Division, the market segments were natural gas and electricity companies.

Education:

**1978 Masters of Business Administration
University of Texas**

**1974 Bachelor of Arts: Major in History, Minor in Chemistry
University of Arkansas**

Mary E. Morgan

Controller

EDUCATION

12/1996

Bachelor of Science, Accounting
University of South Alabama, Mobile, Alabama
GPA 3.64

CERTIFICATION

Certified Public Accountant - Alabama State Board of Public Accountancy
February 1999, Certificate #8238

EXPERIENCE

7/2010 – Present

Mega Energy, Houston, Texas – Controller

- Financial Package preparation.
- Budgeting/Cash forecasting for 25M in revenue.
- Interpretation and implementation of ERCOT policies as they apply for Retail Electric Providers.
- Work with Public Utility Commission of Texas to assure compliance with policies as they apply to Retail Electric Providers.
- Work closely with CEO and Senior Management to achieve operational and financial objectives.
- External Audit contact: insure properly documented financial transactions and financial records.
- Trend analysis and ad hoc reporting.

4/2009 – 7/2010

Blair, Robertson & Assoc. PLLC, Houston, Texas – Audit Manager

- Performed external audits of closely held companies, benefit plans and non-profit organizations including engagement planning, business risk analysis, internal controls testing, substantive testing, analytical procedures and engagement completion procedures.
- Performed Accounting & Business Advisory Services for client organizations including restructuring accounting information systems, compilations, and results-oriented consulting projects. Advisory duties included engagement planning, development of project strategy, technical accounting research, project implementation, and overall engagement management and administration.

6/2002-3/2009

TaxiCabs USA/Texas Taxi, Inc., Houston, Texas – Controller **Texas Taxi, Inc. 9/2003-3/2009**

- Consolidated and individual Financial Statements for 7 privately held service companies.
- Work closely with General Managers and Senior Management to achieve operational and financial objectives. Also worked directly with line managers and staff to communicate and educate about accounting policies.
- Budgeting/Cash Forecasting for 50M in revenue.
- Cash Management including quarterly bank compliance reporting, funding wires, ACH vendor payments, principal payments and daily banking needs.
- External Audit and Tax Preparation contact: insure properly documented financial transactions and financial records. Contact for 401k Compliance and audit.
- Fixed Assets: system integration of Sage FAS, depreciation schedules and reconciliation of book to subledger.
- System conversion from Oracle to Great Plains for the general ledger, payroll and accounts payable. Included in conversion was 3rd party operational system. Set up

translation tables for new chart of accounts along with mapping outlines. Work closely with the IT department on current ongoing system conversion for operations.

- Set up and maintained FRx financial reporting package.
- Trend analysis and ad hoc reporting.
- Involved in price negotiations with outside vendors, including health insurance.
- Supervise staff of 9.

TaxiCabs USA, Coach USA, a division of Stagecoach Group 6/2002-9/2003

- Texas Region Controller for 3 Taxi companies with 2100 vehicles.
- Financial Package preparation.
- Budgeting/Cash forecasting for 45M in revenue.
- External Audit contact: insure properly documented financial transactions and financial records.
- Trend analysis and ad hoc reporting.
- Transitioned from Coach USA to Texas Taxi, closing the books for Coach on the sale of the three companies while setting up new books for the start up of Texas Taxi, Inc.

8/2001-6/2002

Cornell Companies, Houston, Texas – Accounting Manager

- Consolidated Financial Statements for 70 correctional facilities.
- Balance Sheet reconciliations.
- Trend Analysis.
- Supervise staff of 5.

3/1998-3/2001

Meyer Real Estate, Gulf Shores, Alabama - Administration Manager/Controller

- Financial Statements for corporate and 21 Homeowner Associations.
- Insure proper record keeping for over 1000 rental units in property management program.
- Budgeting for Rental, Sales, and Association Divisions.
- Supervised Human Resource functions.

12/1996-3/1998

Ruby Tuesday's, Mobile, Alabama - Staff Accountant

- Monthly Sales Tax Returns for 60 restaurants.
- Sales Tax Audit preparation and resolution.
- Reconciliation of general ledger sales tax accrual accounts.

JIBRAN KHAN

EMPLOYMENT

Mega Energy: Manager of Supply 2012 – Present

- Created monthly supply and demand forecast report for our suppliers.
- Developed daily backcast of portfolio usage to validate accuracy of monthly forecast.
- Monitored weather trends for implications on forecasting and updating the forecast model.
- Developed day ahead & month ahead forecasts to be integrated in the hedging strategy decisions and mitigated portfolio risk.
- Automated & enhanced custom pricing for the sales team and distributed daily broker pricing.
- Automated profit analysis of special pricing facilitating efficient sales process.

LPB Energy Management: Market Analyst 2011 – 2012

- Developed & enhanced cutting-edge financial savings models for procurement reporting on a monthly/quarterly basis for natural gas and electricity clients. Trained account managers how to translate the savings models to clients.
- Developed scrubbing tools using VBA & dynamic web queries automating acquisition of ERCOT hourly LMP data.
- Developed & enhanced sensitivity analysis and hedging strategies report for natural gas and electricity clients.
- Created quantitative analysis reports of wholesale electricity, natural gas and crude market data.
- Developed reverse auctions for gas and power products through FlexRFP eSourcing & Vendor Management Solution portal.

Crescent Power, Inc: Senior Analyst & Energy Consultant 2009 – Present

- Created and updated transmission database, constraint list, resource & generation lists & load forecasts for SCED tool input.
- Developed annual forecasted LMP, congestion pattern & shift factor reports for clients using SCUC/SCED tools to analyze.
- Developed annual long term load forecast LMP, congestion pattern & shift factor reports for clients using SCUC/SCED tools like DAYZER based on historical load shape and forecasted peak demand.
- Researched bidding behavior and market outcomes to analyze historical market outcomes and help model future outcomes.

Texas State University: Graduate Research Analyst 2008 – 2009

- Researched & analyzed the implementation of AMHS in 300 mm and 450 mm wafer size transition.

Gold N Diamonds & Gold Valley: Sales Manager 2004 – 2006

- Developed CRM tool which helped in customer retention, resulting in 25% increased sales.
- Accelerated inventory analysis by implementing bar code technology on \$250K worth of products.

Various Web Design & IT Analyst/Solutions Opportunities 2002 - 2008

TECHNICAL SKILLS

- **Commercial SCUC/SCED Analytical Tools:** Dayzer, Tranzer, BusMap, PowerWorld.
- **Website Design:** Photoshop, Dreamweaver, Flash, Fireworks, HTML, Publisher, Swish, FrontPage & Movie Maker.
- **IT:** Advanced Microsoft Office, Platts, iSigma, MarketView, Salesforce, Windows 7, PC Hardware & software troubleshooting & installation, Beginner Programming C++ & Java, MY SQL, VBA, Database Management and MatLab.
- **Automation:** RSLogix 5000, RSLinx. , Controllogix 5550, Eclipse CRM programs

EDUCATION

Certified Associate in Project Management (CAPM) Candidate.

Texas State University, San Marcos, Masters in Business Administration with Thesis, December 2009.

Research Assistantship & Teacher's Assistant, Ingram College of Engineering, Texas State University.

Texas A&M, College Station, Bachelor of Science in Industrial Engineering, Minor in Business Administration, May 2007.

Dean's Honor Scholarship for Academic Excellence, Dwight Look College of Engineering, Texas A&M University.

James Malick
Director, Supply

PROFESSIONAL EXPERIENCE

Mega Energy
Director Fuel Supply

Oct'13 – Present

- Forecast load and procure power hedges from Next Day supply up to one year term for company's fixed price portfolios within credit structure of lock box agreement.
- NE-ISO (Nat Grid, NStar, CL&P, UI, PSNH, Hubs & Load Zones) 102 small biz customers
- Price term supply bids for Small business customers up to 12 month terms

Bounce Energy
Director Fuel Supply

Jan'11 – Oct'13

- Forecast load and procure power hedges from Next Day supply up to two year term for company's fixed price and variable portfolios within credit structure of lock box agreement.
- ERCOT (Houston, North, South, West, Hubs & Load Zones) 73,268 resi and small biz customers
- Procure Monthly CRRs and Next Day Point to Point Options around Load Position
- PJM (APS, DUQ, PECO & PPL Load Zones) 5,316 resi and small biz customers
- NYISO (A, G, J, I, Hubs) 151 resi and small biz customers
- Reconcile daily shadow settlements per actual load consumption and LZ / Hub exposure.
- Price term supply bids for Small business customers up to 36 month terms
- Implement Delta neutral summer strategies using a combination of Physical Call, Put Options & Demand Response (Synthetic Call) scenarios to hedge volatility

Eagle Energy Partners L.P. / Lehman Brothers / EDF Trading

Aug'07 – Jan'11

Mid Marketing / Origination

- Manage / propose structured transactions to REPs, Coops, Munis & Utilities
- Price shape products ranging from daily and term transactions.
- Originate asset management opportunities with private equity funds that acquired distressed assets.
- Transact term ancillary products per customer needs

Cash Trader, ERCOT

- Trade both physical and financial prompt month products for company's proprietary books
- Initiate Cash month strategies and term hedges on behalf of assets
- Coordinate between Origination, Term Trading and Management to mitigate risk across multiple book positions

Power Trader, ERCOT

- Implement Real-time trading strategies to provide optimization of a generation portfolio consisting of natural gas plants (Bosque, Air Liquide, Carbon Black, Colorado Bend & Quail Run)
- Establish credible and effective relationships with other market participants consisting of utilities, independent power marketers, brokers and investment banks to recognize, develop and capture real-time market arbitrage opportunities
- Monitor risk exposure of net open zonal positions within the ISO to ensure profitable deal execution of un-congested flow of scheduled power or to profit from counter flowing to relieve congestion

- Analyze load forecasts to procure and schedule physical power to meet obligations and plant needs
- Submit energy, ancillary service and generation schedules to ERCOT IS

Direct Energy

Mar'06 – Aug'07

Power Trader, ERCOT

- Implement Real-time trading strategies to provide optimization of a generation portfolio consisting of 3 natural gas plants (Frontera, Bastrop & Paris) and wind farm (Buffalo Gap)
- Establish credible and effective relationships with other market participants consisting of utilities, independent power marketers, brokers and investment banks to recognize, develop and capture real-time market arbitrage opportunities
- Monitor risk exposure of net open zonal positions within the ISO to ensure profitable deal execution of un-congested flow of scheduled power or to profit from counter flowing to relieve congestion
- Analyze load forecasts to procure and schedule physical power to meet obligations and plant needs
- Submit energy, ancillary service and generation schedules to ERCOT ISO

The Energy Authority

Jun'05 – Mar'06

Power Trader, SERC, FL, SWPP, MISO, MAPP, Entergy

- Buying/selling transmission, energy and capacity for the following Municipal Clients portfolios.

ACES Power Marketing

Sept'04 – Jun'05

Power Trader, ERCOT, SWPP, MISO

- Experience buying/selling energy and capacity, including transactions involving multiple control areas and transmission service in/out of RTO's in order to fulfill native load requirements for participating Electric Cooperative members.
- Assists in the gathering of power marketing intelligence
- Experience in deal origination and price negotiation
- Participates in marketing functions while interfacing with the risk and structure desk
- Provide assistance and direction in the development of new contracts and their language
- Competence with mathematics, commercial marketing, fuels conversion and technical concepts
- High degree of analytical skill

Automated Power Exchange (APX)

Feb'04 – Sept'04

Power Scheduler, ERCOT

- Scheduled daily and hourly energy in ERCOT for market participants using APX software, and the ERCOT ISO scheduling interface/portal
- Scheduled generation, dispatched generators per Clients requests and coordinated outages with ERCOT
- Solved multiple hourly and daily imbalances for APX participants
- Created xml tags and make real-time adjustments and transmission reservations as needed to re supply energy.
- Communicated generation testing maximums, change in ramp rates and unit de-rates within ERCOT
- Dispatched Category 1,2,3,4, OOME and OOMC deployments to generators and take action to mitigate client's portfolio schedule control error
- Dispatch of generation assets for compliance with Ancillary service regulations and up and down balancing energy deployments

RWE Trading Americas Inc.**Mar'03 – Sept'03**

Analyst – Origination/Wholesale Marketing

- Act as a liaison between Credit, Legal, Risk & Trading to facilitate deal flow/closure
- Prepare RFP bid information for both Gas & Power
- Negotiate trading margin between Originations & Trading for structured term deals
- Credit/Risk analysis for collateral requirements / margining agreements for counterparties
- Review Gas & Power Contracts to derive confirm information for specified volumes & swing provisions
- Price derivation of Financial commodities through excel spreadsheets
- Establish / Maintain Commercial relationships in order to discover new markets & price discovery

OpenLink Financial Software**Sept' 01 – Mar' 03**

Client Services Consultant

- Implementation of Company's Risk Management software for Gas, Crude & Power projects to top tier Energy Clients
- Perform Business Analysis testing for software delivery, bug fixes and functionality enhancements at a billable rate
- Structural design of new accounting products and assist our sales teams with demonstrations and software
- Advising clients on the efficient generation of settlement documents & reports
- Produce technical requirement specifics for development of interfaces across multiple systems.

EDUCATION**University of Houston, Bauer College of Business****May'01**

Bachelor of Business Administration, Finance