



October 28, 2014
NHPLC 29OCT'14AM9:06

Dear New Hampshire Public Utilities Commission,

Enclosed please find the application (the "Application") of Agera Energy LLC ("Agera") requesting authorization to conduct business in the utility service territories designated in the Application as a Competitive Retail Electric Supplier ("CRES"). Agera appreciates your consideration of the Application and stands ready to answer any questions that you may have as well as provide any supplemental information that you require.

To facilitate your review of the Application, I would like to provide the following background information regarding Agera. Glacial Energy Holdings and its affiliates ("Glacial") filed for bankruptcy protection in the U.S. Bankruptcy Court for the District of Delaware on April 10, 2014. Glacial's affiliates, namely, Glacial Energy of New England Inc. ("Glacial Energy New England") and Glacial Natural Gas, Inc. ("Glacial Natural Gas"), conduct businesses as an electric generation supplier and a natural gas supplier, respectively, pursuant to the rules and regulations administered by the New Hampshire Public Utilities Commission.

Pursuant to a sale order (the "Sale Order") signed by the Bankruptcy Court on June 17, 2014 in Docket Number 377, the Bankruptcy Court approved a sale of substantially all of Glacial's assets to Platinum Partners Value Arbitrage Fund LP ("Platinum") or its designee. (The following is a link to the Sale Order and its exhibits: http://www.omnimgt.com/cmsvol2/pub_46805/482055_377.pdf.) Platinum has designated Agera to acquire the ownership of the Glacial assets to be transferred pursuant to the Sale Order and to effectively assume Glacial's retail electric and gas businesses. Agera's purchase of the Glacial assets was financed by a third party. These assets include the retail customer agreements held by Glacial Energy New England and Glacial Natural Gas, which agreements will be assigned to Agera upon the procurement of all applicable approvals and consents.



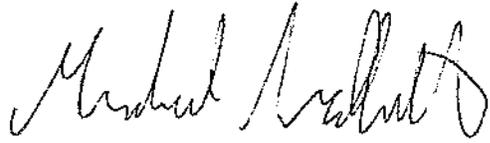
Since the execution of the Sale Order, Glacial and Platinum consummated an “economic closing” on June 18, 2014. Consistent with the Sale Order, and after such economic closing, Glacial Energy New England and Glacial Energy Natural Gas will continue to operate the retail electric and gas businesses, respectively, and interface with the New Hampshire Public Utilities Commission until the asset transfer closing occurs (i.e., the date that Agera is permitted to assume the right, title and interest of Glacial Energy New England and Glacial Natural Gas, including their respective retail customer agreements). As a condition to the asset transfer closing, Agera is required to secure all necessary regulatory approvals and consents to operate as a retail electric and gas supplier in New Hampshire. As part of that approval procurement process, Agera has filed the Application.

In addition to the filing of the Application, Agera has commenced the process of registration to become a market participant with NEPOOL. Additionally, Agera has filed an application with the Federal Energy Regulatory Commission (“FERC”) requesting authority to engage in wholesale power sales at negotiated, market-based rates pursuant to a tariff filed with FERC. That application, which has been filed at FERC in Docket No. ER14-2472-000, contains additional background information regarding Agera, including the upstream ownership structure of Agera. The FERC application can be accessed at:

http://elibrary.ferc.gov/idmws/file_list.asp?accession_num=20140721-5122.

We are hopeful that the above background information and the linked documents will sufficiently explain Agera’s position as the contemplated buyer of certain Glacial assets pursuant to the Sale Order. Your assistance in helping Agera obtain certification to conduct business as a CRES is much appreciated and will facilitate the ultimate consummation of the asset transfer approved in the Sale Order.

Please also find enclosed the registration fee of \$500 for a new CRES. Agera will not begin marketing as a CRES until it has received consent from the Commission. If there is any additional information or documentation that you require, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read "Michael Nordlicht". The signature is fluid and cursive, with the first name "Michael" and last name "Nordlicht" clearly distinguishable.

Michael Joseph Nordlicht
General Counsel
Agera Energy LLC

September 19, 2014

To whom it may concern,

(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 Road S-107 Briarcliff Manor, NY 10510; 914-236-1405; ageraenergy.com**

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

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual; **Michael Nordlicht, Manager, 555 Pleasantville Road S-107 Briarcliff Manor, NY 10510, 914-236-1406, Michael.Nordlicht@ageraenergy.com**

(5) **There is no affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire.**

(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; **Toll Free: 844-692-4372, FAX: 888-277-2380, customer@ageraenergy.com; Katie Perry, Director of Operations, Kperry@ageraenergy.com, 914-236-1405**

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries; **Michael Nordlicht, Manager, 555 Pleasantville Road S-107 Briarcliff Manor, NY 10510, 914-236-1406, Michael.Nordlicht@ageraenergy.com, 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; **V Corp Services LLC 1 Old Loudon Road Concord, NH 03301 Merrimack County**

(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; **Please see attached exhibit "Exhibit 9 – NH Registration".**

(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 of New Hampshire (PSNH), Unutil, Liberty Utilities and New Hampshire Electric Coop.**

(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 Energy LLC plans to serve small and large commercial customers, industrial and residential customers.**

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity: **The Applicant is currently licensed in the state of New York and Ohio however has not begun serving customers. In addition the applicant has either applied or is in process of applying for license in the following states:**

Connecticut	California	Delaware
District of Columbia	Florida	Indiana
Maine	Illinois	Massachusetts
Maryland	Michigan	Texas
New Jersey	New Hampshire	Virginia
Pennsylvania	Rhode Island	

(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; **Agera Energy LLC does not have 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 because it is a newly formed entity without previous complaints.**

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

a. For partnerships, any of the general partners;

b. For corporations, any of the officers, directors or controlling stockholders; or

c. For limited liability companies, any of the managers or members; **Agera Energy LLC, including its managers has never been convicted of any felony that has not been annulled by a court.**

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

a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer

protection law or regulation;

b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or

regulation; or Puc 2000 e. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

Agera Energy LLC, including its managers has not, 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. Has not 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. Is not currently the subject of any pending civil, criminal or regulatory investigation or complaint involving 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:

Agera Energy LLC will 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 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;

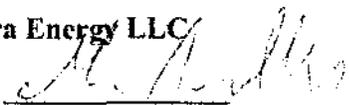
(18) For those applicants that intend not to telemarket, a statement to that effect: **Not Applicable**

(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:

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

(21) **Agera Energy LLC certifies that it has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete.**

Applicant: Agera Energy LLC

Representative: 

Michael Nordlicht, Manager

Filed
Date Filed: 04/17/2014
Business ID: 707159
William M. Gardner
Secretary of State

State of New Hampshire

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00

Form FLLC-1
RSA 304-C:12

Use black print or type.
Form must be single-sided, on 8 1/2 x 11" paper;
double sided copies will not be accepted.

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 Agera Energy LLC

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

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is 03/05/2014

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is Marketing Retail Energy natural gas and electricity

SIXTH: The name of its registered agent in New Hampshire is Vcorp Services, LLC

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 Road, 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)



T1410825070

EXHIBIT 9 - NH REGISTRATION

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: 

Print or type name: Taylor Lolya

Title: Authorized Person

Date signed: 3/20/14

Complete address of person signing: Vcorp Services, LLC

25 Robert Pitt Drive, Suite 204

Monsey, NY 10952

* 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 Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL CERTIFICATE OF EXISTENCE OR DOCUMENT OF SIMILAR IMPORT ISSUED BY THE STATE OR COUNTRY OF FORMATION AND FORM SRA to:
Corporate Division, Department of State, 107 North Main Street, Concord NH 03301-4989.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AGERA ENERGY LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF APRIL, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AGERA ENERGY LLC" WAS FORMED ON THE FIFTH DAY OF MARCH, A.D. 2014.

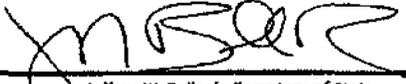
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5492806 8300

140426106

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1266357

DATE: 04-03-14

**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: Agera Energy LLC

Business Address (include city, state, zip): 669 Crown Street Brooklyn NY 11213

Telephone Number: (917) 300-1094 E-mail: 917-300-1094

Contact Person: Aaron Sputz

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.)

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

Name (print): Aaron Sputz Signature: A. Sputz

Date signed: 4/13/2014

Name (print): _____ Signature: _____

Date signed: _____

Name (print): _____ Signature: _____

Date signed: _____



AGERA ENERGY

EMPOWERING PEOPLE

Contact Us

Agera Energy
 555 Pleasantville Road
 STE S107, South Building
 Briarcliff Manor, NY 10510
Email: CustomerCare@ageraenergy.com
Phone: 1 (844) MY-AGERA
Fax: (888)-277-2380
Hours: 8am - 6pm EST

Billing Address

SAMPLE CUSTOMER
 COMPANY NAME
 STREET ADDRESS
 CITY, ST, ZIP

Invoice Information

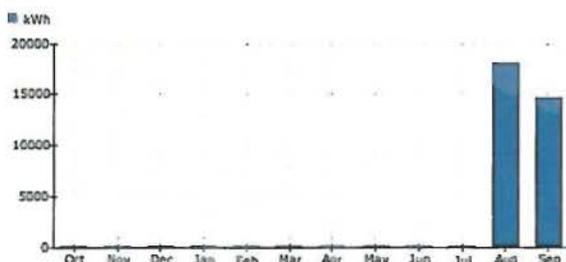
Invoice Number: 35000000-9400002
Agera Customer #: 35000000
Invoice Date: Oct 8, 2014
Payment Date: Oct 23, 2014
Payment Method: CHECK
 Please make check in favor of:
 Agera Energy
 PO Box 20277
 Waco, TX 76702

Billing Summary

Current Energy Charges	\$1,222.28
Current Amount Due	\$1,222.28

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

Usage Chart



*No usage data available before Aug

Agera Message Center

- In the event of a service outage or emergency, please contact Northeast Utilities - Public Services of New Hampshire at (800) 622-7764.
- All meter reads on this invoice are available on your utility bill.
- Please contact Agera at 1-844-MYAGERA with any questions on your invoice. If a dispute cannot be resolved you may appeal to the PUC's Consumer Affairs Division by calling 1-800-852-3793

Recent Account Activity

Account Balance prior to Aug 28, 2014: \$0.00

Invoice Number	Invoice Date	Due Date	Invoice Amount	Payment Status
3000000-9400001	Aug 28, 2014	Sep 12, 2014	\$1,506.14	\$0.00 Paid - Thank You

Outstanding Balance: \$0.00

EXHIBIT 19 - SAMPLE INVOICE

Invoice Detail

Utility Account #: 56000000000

Utility: Northeast Utilities - Public Service of New Hampshire (800) 662-7764

Rate Code:

G

Service Period: Aug 27, 2014 to Sep 25, 2014

Billing Type:

Actual

Description

Kilowatt Hours (kWh)

Consumption

14,640

Rate

0.08349

Charge

1,222.28

Tax

0.00

Total

1,222.28

Meter

862701001

Reading

14,640

Total

\$1,222.28

\$0.00

\$1,222.28

Service Address:

Street Address

City, ST, Zip

Account Total

\$1,222.28

\$0.00

\$1,222.28

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

Version 1.0

Date _____ Company Name _____ Tax ID# _____ Billing Address _____ City _____ Zip _____ Desired Start Date _____ Number of Accounts _____ <input type="checkbox"/> Check if Tax Exempt (Proof of Tax Exempt status must be provided)	Primary Contact Name _____ Phone(s) _____ Fax _____ Email _____ Secondary Contact Name _____ Phone _____ Fax _____ Email _____						
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Key Terms: Fixed Price Full Requirements</td> <td style="width: 33%; border: none;">Term: See Exhibit A</td> <td style="width: 33%; border: none;">Glacial Representative _____</td> </tr> <tr> <td style="border: none;">Estimated Annual kWh _____</td> <td style="border: none;">Payment Type: See Exhibit A</td> <td style="border: none;">Agera Energy Contract ID _____</td> </tr> </table>		Key Terms: Fixed Price Full Requirements	Term: See Exhibit A	Glacial Representative _____	Estimated Annual kWh _____	Payment Type: See Exhibit A	Agera Energy Contract ID _____
Key Terms: Fixed Price Full Requirements	Term: See Exhibit A	Glacial Representative _____					
Estimated Annual kWh _____	Payment Type: See Exhibit A	Agera Energy Contract ID _____					

1. Agreement

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

2. Electricity Pricing

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

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

3. Initial Term

Customer’s service under this Agreement begins on the effective date that Customer’s LDC switches Customer’s service to Agera Energy and will continue for the Term set forth in Exhibit A. Either party may cancel this Agreement without penalty effective no sooner than the conclusion of the Term by providing no less than 30 calendar days written notice to the other party. If cancellation is not received prior to conclusion of the Term, the Customer will be billed thereafter at Agera Energy’s monthly market-based variable rate on a month to month basis until terminated by Customer upon at least 30 days’ written notice to Agera Energy. Customer shall be responsible for any Costs, Losses and expenses incurred by Agera Energy as a result of a delayed or unsuccessful enrollment of Customer’s Account(s). It may take up to sixty (60) days for LDC to switch Customer upon expiration of contract term. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of

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

Customer Initials _____

consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Customer is responsible for all Agera Energy electric supply charges until Customer goes to another supplier or the Utility.

4. Billing

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

5. Information Release Authorization

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

6. Termination and Default

Market rules provide that Customer has the right to cancel a service request with Agera Energy without any exit fee or penalty of any kind until midnight of within three (3) business days of signature and receiving this agreement. Customer hereby willingly and knowingly waives that right under this Agreement and acknowledges any cancellation will be governed by the following language in this paragraph. "Default" shall mean, with respect to the Customer, the following: (i) failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written notice or (ii) termination of the Agreement prior to its End Date unless otherwise expressly agreed to in the Agreement. In the event of such Default, Agera Energy shall have the right to suspend its performance hereunder. Agera Energy shall calculate its damages for any Default to include the total losses and costs associated with such default, any loss of bargain, loss or costs incurred as a result of its obtaining, terminating, establishing or reestablishing any contract, hedge or other agreement in connection with such transactions or the replacement of such transactions.

7. Credit Requirement

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

8. Force Majeure/Excuse

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

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

9. Limitations of Liability

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

10. UCC/Disclaimer of Warranties

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

11. Assignment

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

12. Governing Law and Regulations

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

prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, then Agera Energy shall have the right to notify Customer within 30 calendar days of becoming aware of such ruling or decision in order to negotiate a modification to the terms of this Agreement so as to mitigate the impact of such ruling or decision. If, after 20 calendar days beyond the date of the notice, the parties have been unable to negotiate a mutually satisfactory modification of the terms of this Agreement, Agera Energy shall have the right to terminate this Agreement upon 15 calendar days prior written notice to the Customer. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

13. Customer Acknowledgments

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

14. Customer Protections

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

15. Miscellaneous

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

16. Agency and Title

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

17. Measurement

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

18. Entire Agreement

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

19. Emergency Service

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

Customer's Duly Authorized Signature

Print Name & Title
Date: _____

Agera Energy LLC Executive Signature

Print Name & Title
Date: _____

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

Customer Initials _____



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

Date: _____

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

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

—
—

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

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

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

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

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

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

Customer Initials _____

**Agera Energy LLC Commercial Electricity Agreement:
Account List**

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

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

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

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

Agera Energy LLC
ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM
NEW HAMPSHIRE CUSTOMER

EFT Information and Authorization:

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

To ensure accurate processing, please attach a VOIDED check.

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

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

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

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

Customer's Duly Authorized Signature

Print Name & Title

Date: _____

Agera Energy LLC Executive Signature

Print Name & Title

Date: _____

Agera Energy LLC
 555 Pleasantville Road Suite 107-S
 Bnarchiff Manor NY 10510
 Toll Free 1-844-MYAGERA or 844-692-4372

Customer Initials _____

AGERA ENERGY CREDIT CARD INFORMATION AND AUTHORIZATION

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

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

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

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

_____ Customer's Duly Authorized Signature _____ Print Name & Title Date: _____	_____ Email address for billing _____ _____ Special instructions
---	--

Credit Application

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

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

			Type of Business:	_____	
			Annual Sales:	_____	
Proprietorship: _____ Partnership: _____ Corporation: _____ State Incorporated: _____					
<hr/>					
TRADE REFERENCES:					
	Co. Name	Contact	Address	City	State/Zip Tel & Fax
1.	_____				
2.	_____				
3.	_____				

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

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

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

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

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

Customer Initials _____

Agera Energy LLC

Commercial/Industrial Electricity Agreement – New Hampshire

Version 1.0

Company Name _____
 Tax ID# _____
 Billing Address _____
 City/State _____ Zip _____
 Desired Start Date _____
 Number of Accounts _____
 Check if Tax Exempt (Proof of Tax Exempt status must be provided)
Please provide all account numbers and service address information on attachment

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

Key Terms: Variable Rate Term: Month-to-Month Agera Representative: _____
 Estimated Annual kWh _____ Payment Type: See Exhibit A Agera Energy Contract ID: _____

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

2. Electricity Pricing: The price for electricity sold during the Term of this Agreement, "Price per kWh", is based upon all electricity charges imposed by the New England Independent System Operator ("ISO"), including but not limited to, ISO-based charges such as energy costs, fees for electric energy losses, congestion charges, scheduling services, ISO-imposed administrative fees, "uplifted" imbalance charges, capacity and ancillary services, hedging costs if applicable, and state Renewable Portfolio Standards compliance costs, plus a retail adder. The total energy price paid by Customer for each day is the price described in the previous sentence, multiplied by Customer's usage (in kWh) during that day, as determined by the applicable utility's load profiles, or (if applicable) by IDR meter data. The price does not include Customer's LDC charges and fees, non-bypassable charges, any non-recurring fees, transition charges, taxes or applicable fees and/or penalties. If Customer is tax exempt, it is Customer's responsibility to provide Agera Energy with the necessary tax exemption certificate.

3. Term: Customer's service under this Agreement begins on the date that Customer's LDC switches Customer's service to Agera Energy and will continue on a month to month basis thereafter. Either party may cancel this Agreement by providing no less than 30 calendar days' written notice to the other party. It may take up to sixty (60) days for LDC to switch Customer upon expiration of contract term. Customer is responsible for all Agera Energy supply charges until Customer goes to another ESCO or the Utility. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading.

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

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

By my signature below (facsimile signature accepted as if it were an original), Customer hereby agrees to be obligated by the terms and conditions set forth herein and to the Terms of Service Agreement, and that Customer agrees to initiate service and begin enrollment. I affirm that I am a duly authorized agent for Customer with legal authority to switch the electricity provider for Customer. This Agreement will not become binding upon Agera Energy until completion of a credit check of Customer completely satisfactory to Agera Energy.

 Customer's Duly Authorized Signature

 Print Name & Title Date

 Agera Energy LLC Executive Signature

 Print Name & Title Date

Agera Energy LLC Commercial Terms of Service

- 1. Customer Rescission Rights and Early Termination:** Market rules provide that Customer has the right to rescind a service request with Agera Energy without any exit fee or penalty of any kind until midnight of within three (3) days of signature and receiving this Terms of Service document. To rescind the service request pursuant to this paragraph, please call 1-844-692-4372, send written notice to Agera Energy at 555 Pleasantville Road Suite 107-S, Briarcliff Manor, NY 10510 – or email customercare@ageraenergyl.com. There are no early termination fees associated with this Month to Month contract; Customer shall be liable to Agera Energy, however, for payment of all charges incurred prior to termination by Customer.
- 2. Credit Requirement:** Agera Energy reserves the right to conduct a credit review of Customer prior to offering service and to refuse service to anyone who does not meet the Company's credit standards. Customer agrees to provide Agera Energy with any reasonable information requested in order to complete the credit review. In the event that Agera Energy determines at any time during the term of this Agreement that Customer's credit is unsatisfactory or that Customer has experienced an adverse change in its financial condition Agera Energy may require Customer to provide security or a credit facility acceptable to Agera Energy. If Customer fails to comply with said requirement within two business days following Agera Energy's written request, Agera Energy may immediately terminate this Agreement by providing written notice to Customer. Such termination will be subject to early termination fees as described in paragraph one as above.
- 3. Dispute Resolution:** In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Agera Energy in writing or by telephone at 1-888-452-2425, within 5 days of receipt of disputed bill. If the dispute is not resolved within 45 days, the parties may seek all avenues of relief as may be available under this contract. Customer is obligated to pay all outstanding balances within ten days of receiving the bill, during the pendency of any dispute. Adjusted amounts will be refunded to the customer upon resolution of the dispute within 10 business days of settlement. All disputes shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire.
- 4. Force Majeure/Excuse:** Agera Energy will endeavor in a commercially reasonable manner to provide service, but does not guarantee a continuous supply of electrical energy. The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transmitting entity, acts of God, extraordinary weather occurrence, war, civil disturbance or other national emergency, acts of any governmental authority, including the New Hampshire PUC or the NEPOOL- ISO, accidents, strikes, labor trouble, required maintenance work, inability to access the LDC system, nonperformance of the LDC (including facilities or distribution line outages), delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority or the NEPOOL ISO, or any cause beyond Agera Energy's control including insolvency and bankruptcy of generator or wholesaler. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.
- 5. Limitations of Liability:** AGERA ENERGY WILL PROVIDE ELECTRIC ENERGY TO CUSTOMER THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO THE CUSTOMER. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO CUSTOMER. THE ELECTRIC ENERGY WILL BE DELIVERED TO CUSTOMER WHERE IT WILL BE DEEMED IN CUSTOMER'S POSSESSION AND CONTROL. AFTER THE ELECTRIC ENERGY IS DELIVERED TO CUSTOMER, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AGERA ENERGY, ITS PARENT COMPANY AND AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, ASSOCIATES, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION OR SUITS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF OR RELATING TO THE ELECTRIC ENERGY SOLD UNDER THIS AGREEMENT. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY WILL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, AGERA ENERGY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY (WHICH WILL NOT TO EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE AMOUNT IN THE PAST 12 MONTHS). SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE WAIVED. AGERA ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.
- 6. UCC/Disclaimer of Warranties:** Customer and Agera Energy acknowledge and agree that the electricity delivered hereunder is a "good" as that term is understood under the Uniform Commercial Code ("UCC"). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, this Agreement will control. Further, Customer agrees and acknowledges that Agera Energy EXPRESSLY NEGATES AND DISCLAIMS ALL REPRESENTATION OF WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. Assignment:** Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Agera Energy. Such consent shall not be unreasonably withheld if new customer has a credit rating equal to or better than the existing customer's. Agera Energy may, without Customer's consent; (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial Agreement; and (b) transfer or assign this Agreement to another Energy Services Company, or another entity as authorized by the New Hampshire PUC. Upon any such assignment, Customer agrees that Agera Energy shall have no further obligations hereunder.
- 8. Governing Law and Regulations:** This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. In the event a regulatory or judicial ruling or decision shall have a detrimental economic impact upon Agera Energy's performance under this Agreement, or in the event that compliance with such change shall result in a material change in the method by which prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, then Agera Energy shall have the right to notify Customer within 30 calendar days of becoming aware of such ruling or decision in order to negotiate a modification to the terms of this Agreement so as to mitigate the impact of such ruling or decision. If, after 20 calendar days beyond the date of the notice, the parties have been unable to negotiate a mutually satisfactory modification of the terms of this Agreement, Agera Energy shall have the right to terminate this Agreement upon 15 calendar day's prior written notice to the Customer. If such right to terminate is not exercised within 45 calendar days after the original notice hereunder, Agera Energy's right to terminate shall be deemed waived with respect to the particular decision or rule. 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.
- 9. Miscellaneous:** (a) A waiver of any provision in this Agreement, or of any default by either Party, will not be construed as a waiver of any other (or like) provision or default in the future. (b) No amendment hereto will be enforceable unless in writing and executed by both Parties unless otherwise provided for herein. (c) Any provision herein deemed unenforceable or illegal will be ineffective to the extent of such unenforceability or unlawfulness without invalidating the remaining provisions hereof. (d) Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available. (e) This Agreement may be executed in counterparts, each of which is an original and all of which constitute one Agreement. (f) Each of the parties hereby expressly waives any right or claim to any right to a jury trial in respect of any dispute arising hereunder, and further agrees that any dispute hereunder will be submitted to arbitration conducted through the American Arbitration Association. (g) If more than one Customer is a party to this Agreement, each is jointly and severally liable. (h) At Agera Energy's option, any default of any obligation under any other agreements between Agera Energy and a subsidiary or affiliate of Customer, shall be deemed a default under this Agreement. (i) Customer shall pay all of Agera Energy's reasonable fees and expenses incurred to enforce or collect any of the Customer's obligations under this Agreement, including arbitration, attorneys and experts' fees and expenses.
- 10. Consumer Protections:** The services provided by Agera Energy are protected by the terms and conditions of this Agreement. The services provided by the LDC are protected by the provisions of the Regulations of the New Hampshire Public Utilities Commission. Agera Energy will provide at least fifteen (15) calendar days notice prior to any cancellation of service to Customer. Customer may obtain additional information by contacting Agera Energy at 1-844-692-4372, or the New Hampshire Public Utilities Commission, Consumer Affairs Division, Toll Free number 1-800-852-3793 or puc@puc.nh.gov. Complaints to the New Hampshire Public Utilities Commission may result in an energy company no longer being eligible to supply electricity or natural gas in the State of New Hampshire.
- 11. Agency:** Customer appoints Agera Energy as its agent to acquire the supplies necessary to meet its electricity needs, contract for and administer transmission and related services over interstate facilities and those of the LDC needed to deliver electricity to the Customer's premises.
- 12. Title:** Title to and possession of all electricity sold and delivered under this Agreement shall pass from Agera Energy to Customer at the Point of Delivery. Agera Energy will indemnify and hold harmless the Customer from all taxes, royalties, fees or other charges incurred with respect to the electricity before title passes. Except as provided in this Agreement, all taxes of whatever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer, and Customer hereby indemnifies and shall hold harmless Agera Energy from all liability associated with such taxes.
- 13. Measurement:** The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDC.
- 14. Entire Agreement:** This Agreement sets forth then entire Agreement between the parties with respect to the terms and conditions of this transaction; any and all other Agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.
- 15. Emergency Service:** In the event of an electric emergency or service interruption, you should immediately call your local utility and emergency personnel.

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

Agera Energy Use only: Contract #: New Hampshire

Addendum to Agera Energy LLC Commercial Electric Sales Agreement: Additional Accounts

This addendum to the Agera Energy LLC Commercial Electric Sales Agreement binds the below listed additional Accounts to the above terms:

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

1. Accounts listed above may be updated or replaced with a new account number issued by the Utility, ISO or other entity for the above listed service address(es).
2. My initials below (facsimile accepted as if it were an original) hereby acknowledge that the above listed Accounts are correct and they are obligated by the terms and conditions set forth above and to the Terms of Service Agreement. I again affirm that I am a duly authorized agent for Customer with legal authority to switch the electricity provider for Customer.



**Exhibit A to Agera Energy LLC
Commercial Electricity Agreement — New Hampshire**

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

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

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

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

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

Agera Energy LLC
ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM
New Hampshire Customer

EFT Information and Authorization:

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

To ensure accurate processing, please attach a VOIDED check.

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

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

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

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

Customer's Duly Authorized Signature	
Print Name & Title	Date

Agera Energy LLC Executive Signature	
Print Name & Title	Date

AGERA ENERGY CREDIT CARD INFORMATION AND AUTHORIZATION

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

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

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

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

_____ Customer's Duly Authorized Signature _____ Print Name & Title Date: _____	_____ Email address for billing _____ _____ Special instructions
---	--

Credit Application

COMPANY:

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

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

 Type of Business: _____
 Annual Sales: _____

Proprietorship: _____ Partnership: _____ Corporation: _____ State Incorporated: _____

TRADE REFERENCES:

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

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

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

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

Authorized Signature: _____
Name: _____
Title: _____
Date: _____

Agera Energy LLC
Residential Customer Electricity Agreement – New Hampshire
Terms and Conditions

1. Agreement. Agera Energy LLC (“Agera Energy”) agrees to sell and provide, and you, Customer, agree to buy and receive, the quantity of electricity necessary to meet your full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Agera Energy or as directed by your Local Distribution Utility (“LDU”), subject to the eligibility requirements of your local LDU and acceptance by Agera Energy. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.

2. Services. Agera Energy will supply electricity for your home. Agera Energy is a competitive retail electric supplier and is not your LDU. This Agreement, the Disclosure Statement, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect your entire Agreement (the “Agreement”) with Agera Energy and supercede any oral or written statements made in connection with this Agreement or your electricity supply. Any changes to this Agreement must be made in writing and signed by both parties. Your LDU will continue to send electricity to your home, read your meter, make repairs, and send a bill. The LDU will also respond to emergencies and provide other traditional utility services. The electricity that you buy from Agera Energy will be billed by the LDU along with the LDU’s charges for transmission and delivery. You acknowledge that you are not required to switch your electricity to Agera Energy, and that you have a right to change to another Competitive Electric Power Supplier (“CEPS”), subject to the terms and conditions set forth herein.

3. Term. Agera Energy will begin supplying your electricity on the effective date that the LDU switches your account to Agera Energy. The Agreement will continue for the Term specified on your Enrollment Form or Welcome Letter, unless the Agreement is renewed.

4. Price. Each month you will pay your bill for electricity, which will be calculated by multiplying: the applicable rate of electricity per kilowatt hour (kWh), which shall be calculated as set forth in the Disclosure Statement (the “Contract Price”), by the amount of electricity used during the billing cycle, plus any other fees that apply to your rate plan, applicable taxes, fees, and charges levied by your LDU for distribution and other services. If a Fixed Rate, the Contract Price includes any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards (“RPS”) at the levels required by currently applicable law unless otherwise stated below. The Contract Price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The Contract Price may be higher or lower than the LDU’s rate in any given month. Cancellation fees may apply if you terminate this Agreement prior to the end of your Term.

Fixed Term Options

- **Fixed Rate.** If you selected a fixed rate plan, the Contract Price per kWh for electricity is indicated on your Enrollment Form or Welcome Letter and guaranteed not to change for the initial Term (“Fixed Price Plan”).
- **Cap Rate.** If you selected a Cap Rate Plan, your electricity rate will be established each month based upon such factors as the cost for energy at the Independent System Operator New England (“ISO”), including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, “uplifted” imbalance charges, capacity and transmission charges, ancillary

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customerscare@ageraenergy.com

Customer Initials _____

services, renewable energy certificates, hedging costs, and a retail adder. For your electricity usage during the cap period months as identified on your Enrollment Form, Welcome Letter, or Renewal Notice, as applicable (the “Cap Period”), your rate shall be capped at the Cap Rate also set forth therein (the “Cap Rate”). Your electricity rate shall not exceed the Cap Rate during the Cap Period. There is no cap on your electricity rate other than during the Cap Period.

Variable Rate Plan Options

- **Variable Rate.** If you selected a Variable Rate, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, “uplifted” imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and a retail adder (the “Variable Rate”). This is not a fixed term product. At any time, you may give 30 days’ written notice to Agera Energy that you wish to cancel your Variable Rate service.
- **Variable Rate with Introductory Period.** If you selected a Variable Rate with an Introductory Period, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, “uplifted” imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and either a fixed or variable retail adder. For your electricity usage during the introductory period identified on your Enrollment Form or Welcome Letter (the “Introductory Period”), your rate shall be set at the rate also set forth on your Enrollment Form or Welcome Letter (the “Introductory Rate”). This is not a fixed term product. At any time, you may give 30 days’ written notice to Agera Energy that you wish to cancel your service under a Variable Rate with Introductory Period product.

5. Renewal Notice; Notification of Changes. At the end of your Term, your Agreement will automatically renew under either a new Fixed Term Plan (if offered) or at Agera Energy’s monthly variable rate, until you notify Agera Energy that you wish to terminate. No later than 30 days prior to the end of the Term, Agera Energy will send you a notice of any change to the existing terms and conditions that will apply for your renewal. In the event you renew under Agera Energy’s monthly variable rate, you may cancel at any time without paying a cancellation fee after completing the Term of your initial Agreement. Agera Energy will also send you written notice at least 30 days prior to making any material changes to this Agreement.

6. Rescission and Termination. You have the right to rescind a service request with Agera Energy without any exit fee or penalty of any kind for five (5) business days following the postmark date of this document, by calling Agera Energy at 1-844-692-4372 or by sending an email to: customercare@ageraenergy.com.

- **Early Termination Fee.** Fixed Rate and Cap Rate Customers who wish to terminate this Agreement after the five-day rescission period referenced above will be required to pay an early termination fee of \$100. The early termination fee is not a penalty, but is designed to compensate Agera Energy for the cost of buying electricity in advance on your behalf.
- **Timing of Termination.** It will take a reasonable amount of time for your LDU to process your service termination with Agera Energy. During that time, you agree to pay for the electricity you consume that is supplied by Agera Energy.
- **Change of Residence.** You may terminate this Agreement without penalty if you relocate outside Agera Energy’s service area or into an area where Agera Energy charges a different price.

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Customer Initials _____

7. Billing and Payment. You will receive a single bill from the LDU that contains Agera Energy charges for electric supply as well as the LDU's charges for the delivery of such electricity. You agree to pay all amounts invoiced by the LDU. If you do not pay your bill, you may be subject to a late payment fee as determined by the LDU, and you may be subject to termination of your electricity service under the LDU's tariff as approved by the Public Service Commission. You may be held responsible for reimbursing the LDU for any collection fees incurred in collecting your outstanding invoices. Agera Energy reserves the right to adjust amounts previously invoiced based upon supplemental or additional data that Agera Energy may receive from the LDU or ISO.

8. Bill Payment Assistance. If you are a low income customer and are having difficulty paying your bill, there may be some assistance programs available to you. Please visit www.oca.nh.gov/assistanceprograms.htm to learn more about programs like Low Income Heating Assistance Program (LIHEAP) or the Electric Assistance Program (EAP), or call the Office of Consumer Advocate at (603) 271-1172.

9. Dispute Resolution. If you have a question about your bill(s) you may contact Agera Energy by calling Customer Care at 844-692-4372, M-F 8 a.m. – 6 p.m. EST; by sending a letter to: Agera Energy, 555 Pleasantville Road Suite 107-S, Briarcliff Manor NY 10510 or by sending an email to: customercare@ageraenergy.com. Agera Energy representatives in good faith will use reasonable efforts to reach a mutually satisfactory resolution. If you are still not satisfied, you may contact a Agera Energy supervisor, who will respond promptly. If a dispute still cannot be resolved, you may appeal to the PUC's Consumer Affairs Division by calling 1-800-852-3793.

10. Limitation of Liability and Warranty. AGERA ENERGY WILL PROVIDE ELECTRIC ENERGY TO YOU THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO YOUR HOME. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO YOUR HOME. AGERA ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES WHATSOEVER. AGERA ENERGY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Force Majeure/Excuse. Agera Energy will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure (as defined by the LDU or any transmission/distribution entity), including but not limited to: acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to Locational Installed Capacity, which results in Agera Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Agera Energy may terminate the Agreement.

12. Authorization for Information Release. You authorize Agera Energy to obtain your usage and/or payment history and credit information from credit reporting agencies. Attempted enrollment via the Internet or via approved telephonic means shall constitute authorization for the release of this information to Agera Energy. You may rescind this authorization at any time by contacting Agera Energy. Agera Energy may refuse to accept you as a customer if your credit score does not meet or exceed its enrollment criteria. If you are accepted as a customer, Agera Energy may report your payment experience to credit reporting agencies. Agera Energy shall not release your confidential information without written authorization from you along with a statement,

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Briarcliff Manor NY 10510
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customercare@ageraenergy.com

Customer Initials _____

not inconsistent with PUC Rule 2004.09, concerning which of your information shall be considered confidential.

13. Assignment. You may not assign your interests and obligations under this Agreement without the prior written consent of Agera Energy. Such consent shall not be unreasonably withheld if the assignee has a credit rating equal to or better than yours. Agera Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof to another CEPS or another entity as authorized by the PUC. Upon an assignment of accounts, you acknowledge that Agera Energy shall have no further obligations hereunder.

14. Governing Law and Regulations. This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. 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.

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

16. Customer Protection. If you have any questions about your rights and responsibilities under this Agreement, you may contact the New Hampshire Public Utility Commission's consumer affairs division at 1-800-852-3793.

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

18. Miscellaneous. You agree to promptly notify Agera Energy if there are any drastic changes in your energy consumption. Except as otherwise provided by law, you will pay all taxes and other fees due and payable with respect to your obligations hereunder. This Agreement is subject to any future legislation, orders, rules, regulations, or local utility tariff or policy changes. There may be a delay before the LDU switches your electricity supply to Agera Energy; Agera Energy is not responsible for any such delays. Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available.

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

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

Technical Ability – Data Transfer

Agera Energy LLC asserts that it possesses the requisite technical ability to safely and reliably obtain and deliver electricity and provide any other proposed services.

The Applicant has contracted with Energy Services Group (ESG) an industry leader which provides billing and transaction management services. ESG will assist applicant with all EDI (send, receive and translation) communication functions in relation with the local distribution companies. ESG is versed in the EDI data from the New Hampshire electric distribution companies and will work with Applicant and the companies to complete all required test plans as requested by each company.

Energy Service Group (ESG)
14 Longwater Drive Suite 113
Norwell MA 02061
Florie Ritchie, VP Client Services
Office: 781-347-9045/ Fax: 978-926-1091
FRitchie@EnergyServicesGroup.net

NEPOOL Membership

Applicant has submitted the application for membership to NEPOOL and is pending approval.

Financial Security

Applicant will provide a Letter of Credit in the amount of \$100,000 upon staff's request.

How to register as a Competitive Electric Power Supplier or as an Aggregator General instructions and checklist

Refer to revised N.H. Code Admin. Rules Puc 2000 (Adopted Rule 9/24/10) for requirements to become either a Competitive Electric Power Supplier (CEPS) or an aggregator in New Hampshire. It is recommended that each applicant review the entire chapter 2000 rules. The web link to the revised N.H. Code Admin. Rules Puc 2000 is <http://www.puc.nh.gov/Regulatory/Rules/PUC2000.pdf>.

All CEPS and aggregator initial or renewal application registrations should identify and address each subsection of the relevant rules and requirements from the referenced subsections in a cover letter.

- Initial registration requirements to become a CEPS begin in **Puc 2003.01**.
- Requirements for CEPS renewal registrations begin in **Puc 2003.02** and also include **Puc 2003.03 (d)**.
- CEPS reporting and registration financial requirements are specified in **Puc 2003.03**.
- Requirements for initial aggregator registrations begin in **Puc 2003.04**.
- The requirements for renewal registration as an aggregator begin in **Puc 2003.05**.

Applicants should then refer to **Part Puc 2006 FORMS** for application templates in which each of the requirements should be selected, copied into a Word document, addressed fully and attached to the application cover letter referenced above.

As noted previously, each registration application should include a separate cover letter. In addition to the information requirements from above, initial applicants should include in the cover letter a brief description of the applicant, its relevant experience and any other useful information not addressed in the registration. If necessary, the cover letter may also be used to request special considerations, such as confidential treatment of sensitive information included in the application. The letter along with the completed registration application, and a check payable to the State of New Hampshire for the relevant registration or renewal fee, should be addressed to:

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

Any requests for protection of sensitive information, or for waivers of any portion of the NHPUC administrative rules, require the applicant to submit a separate motion complying with section 200 of the NHPUC administrative rules, which can be found at this web link <http://www.puc.nh.gov/Regulatory/Rules/Puc2000.pdf>. Any questions about registration requirements can be addressed to the following staff analyst at the NHPUC:

David Goyette, Utility Analyst III, NHPUC
Tel. No. (603) 271-6326
david.goyette@puc.nh.gov

Last updated, 10/18/13