



Dm 15-480

NHPUC 9NOV15AM10:57

November 2, 2015

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

DM 15-480

RE: DM 14-298

Dear Executive Director,

Agera Energy LLC ("Agera") is submitting its Annual CEPS Renewal. Please find a copy of the application, and an original replacement bond. Agera respectfully requests a rule waiver of the 90 days terms requirement specified in PUC 2003(a) (5). The bond contains an evergreen clause that causes it to renew on an annual basis. Please feel free to contact me at 914-236-1406 if you have any questions. Upon acceptance of this new bond, Agera would appreciate if the New Hampshire Public Utility Commission fill out the attached Bond release and return it along with the bond currently on file to Agera Energy LLC at 555 Pleasantville Rd S 107 Briarcliff Manor, NY 10510.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Nordlicht".

Michael Nordlicht, General Counsel





Liberty
Mutual.
SURETY

BOND RELEASE

To: Ohio Casualty Insurance Company

Gentlemen:

You are informed that your bond

No. 404012812

on behalf of Agera Energy LLC

in favor of the New Hampshire Public Utilities Commission

covering \$100,000 surety for Agera Energy to operate as a Competitive Electric Power Supplier

may be cancelled as of November 1, 2015

for the reason that this bond has been replaced by another.

Dated:

Signature

By:
Title:

Surety Bond

Bond Number 105071398.

WITNESSETH: This Surety Bond ("Bond") given by Agera Energy LLC as Principal, and Travelers Insurance Company as Surety, are jointly and severally bound unto New Hampshire Public Utilities Commission, as Obligee, in the amount of Three Hundred and Fifty Thousand and 00/100 - \$350,000 ("Bond Amount"), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

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

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

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

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

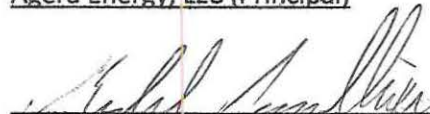
NOW THEREFORE, Upon notice from Obligee of the Principal's nonperformance of its duties as a New Hampshire CEPS, or Principal's fraud or other violations of the laws, decisions, and orders applicable to Principal's CEPS license, Surety shall immediately pay to Obligee the amount specified by the Obligee,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

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

- The Surety hereby waives notice of any alteration or extension of time made by the Obligee. This instrument shall be a continuing, absolute, unconditional, and irrevocable obligation of the Surety. This instrument shall be effective on November 1, 2015 and shall continue in effect for one year,, after which it can be terminated by the Obligee or Surety upon thirty days prior written notice to the non-terminating party.
- Any suit on this bond must be instituted before the expiration of two (2) years from the date on which the Principal's obligations arising under its New Hampshire electric supplier license expire.

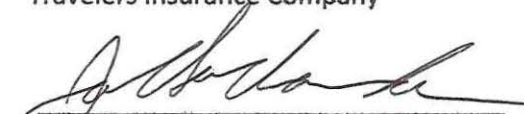
Signed, Sealed and dated the 30th day of October, 2015

Agera Energy, LLC (Principal)



Michael Nordlicht

Travelers Insurance Company



John Sachanda, Attorney in Fact

STATE OF ILLINOIS

STATE OF ILLINOIS

On this the **30th** day of **October, 2015** before me appeared **John Sachanda** to me personally known, who, being duly sworn, did say that he or she is the **Attorney in Fact of Travelers Casualty and Surety Company of America**, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

10/30/15
Date





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220876

Certificate No. 002831690

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John Sachanda

of the City of Burr Ridge, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of February, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 17th day of February, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Re: Agera Energy LLC Registration Renewal DM 14-298

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address; **Agera Energy LLC. Website Ageraenergy.com**

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable; **555 Pleasantville Rd S 107 Briarcliff Manor NY 10510; Agera Energy LLC**

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

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

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

a. The name, business address and telephone number of the entity;

b. A description of the business purpose of the entity; and

c. A description of any agreements with any affiliated New Hampshire utility;

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available; **Wendy Smith, Manager Customer Care; customercare@ageraenergy.com ; 1-844-692-4372**

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries; **Michael Nordlicht, General Counsel, 555 Pleasantville RD S 107 Briarcliff Manor NY 10510; 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;

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual; **See Exhibit 9**

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service; **Agera Operates in all service areas within New Hampshire.**

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served; **Agera serves residential, and small and large commercial customers.**

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

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity; **See Exhibit 13**

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

a. For partnerships, any of the general partners; **N/A**

b. For corporations, any of the officers, directors or controlling stockholders; or **N/A**

c. For limited liability companies, any of the managers or members; **No**

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

a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation; **No**

b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or **No**

c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; **No**

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

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

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

(18) For those applicants that intend not to telemarket, a statement to that effect; **N/A**

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service; **Exhibit 19 Bill Form**

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael Nordlicht".

Michael Nordlicht, General Counsel

State of New Hampshire
Department of State

CERTIFICATE

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



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

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

Agera Energy LLC

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

Exhibit 13

Customer Complaints as of 10/7/2015

State	Owning Co.	Date of Complaint	Date of Response	Customer Name	Customer #	PUC Case #
NY	Agera	2/27/2015	3/9/2015	LaGuardia Corporate Center Associates	35528988	8281AG
NY	Agera	8/20/2015	8/20/2015	Great Star Laundry USA Inc. (Fang Zheng)	35636712	8281AG
OH	Agera	4/2/2015	4/2/2015	Markie Sparks	35625723	MSPA040215KQ
OH	Agera	4/17/2015	4/20/2015	King Electric	35645789	041615VM
OH	Agera	8/3/2015	8/14/2015	R & E Joint Ventures LLC (Dick Hames)	35646295	DHAM080315WE



Agera Customer Number: [REDACTED]
Invoice Number: [REDACTED]
Invoice Date: Sep 11, 2015
Payment Date: Sep 21, 2015

Contact Information

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

Payment Method: EFT
 Do not pay, Automatic withdrawal

Email: CustomerCare@AgeraEnergy.com



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

Agera Message Center

- In the event of a service outage or emergency, please contact Northeast Utilities - Public Service of New Hampshire at (800) 662-7764.
- All meter reads on this invoice are available on your utility bill.

Recent Account Activity

Account Balance prior to Jul 15, 2015: \$0.00

Invoice Number	Invoice Date	Due Date	Invoice Amount	Payment Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Outstanding Balance: \$0.00

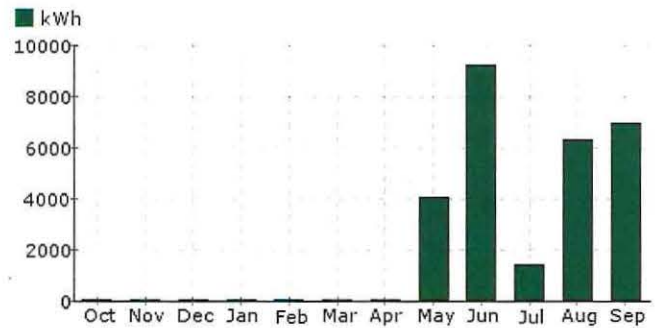
Billing Address



Billing Summary

Current Energy Charges	[REDACTED]
Current Amount Due	[REDACTED]

Usage Chart



*No usage data available before May



Invoice Detail

ESIID #: [REDACTED]

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

Rate Code:

G

Billing Type:

Actual

Service Address:

[REDACTED]

Service Period: Aug 6, 2015 to Sep 9, 2015

Description

Kilowatt Hours (kWh)

Consumption

Rate

Charge

Tax

Total

Meter

Reading

6,920

Total

\$ [REDACTED]

[REDACTED]

\$0.00

\$4 [REDACTED] 6

Account Total

[REDACTED] 6

\$0.00

[REDACTED]




Customer Enrollment Information

 Contract Prepared On Date:
Customer Information:

Legal Business Name:

Mailing Address:

Phone Number:

Fax Number:

Contact Name:

Contact Title:

Contact Email Address:

Billing Email Address:

Tax ID:

Notification Preferences: Billing Preferences:

How to Receive Notification:

Email

Mail

Fax

Billing Type:

Consolidated

*Dual

***Dual Billing Options Only**

How to Receive Bill:		How to Pay Bill:	
Email	<input type="radio"/>	Electronic Funds Transfer	<input type="radio"/>
Mail	<input type="radio"/>	Credit Card	<input type="radio"/>
Fax	<input type="radio"/>	Wire	<input type="radio"/>

Price Plan Chosen by Customer:

Variable Plus Fixed Adder
 Fixed Full Requirements
 Three for All

Accounts:

Account Number	Service Street Address	City	State	Zip Code	Utility	Fixed Rate	Fixed Adder	Term	Start Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	NH	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	NH	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	NH	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	NH	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	NH	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

 Attach additional accounts if necessary. Check if applicable:

 Estimated Annual Usage (for all applicable accounts):

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

Customer Authorization:

Signature:

Print Name:

Title:

Date:

Agera Energy Authorization:

Signature:

Print Name:

Title:

Date:



Customer Disclosure Statement

Price Plan Chosen by Customer:

Variable Rate Plus Fixed Adder Fixed Full Requirements Three for All

How Price is Determined:

Agera does not offer budget billing.

Variable Rate Plus Fixed Adder shall reflect each month the wholesale cost of electricity as well as all charges including but not limited to, ISO-based charges such as energy costs, fees for electric energy losses, congestion charges, scheduling services, administrative fees, "uplifted" imbalance charges, capacity and ancillary services, plus a fixed adder, as well as all applicable taxes and fees. The Fixed Adder is noted on Page 1.

Fixed Full Requirements Rate is noted on Page 4, for commodity supply provided under this Agreement, plus all applicable taxes and fees.

Three For All Rate in the months of December, January, February, June, July and August shall reflect an Electric Fixed Full Requirements Rate as noted on Page 1 for commodity supply provided under this Agreement, plus all applicable taxes, and in the months of March, April, May, September, October and November shall reflect the Variable Rate plus Fixed Adder, described above, which includes a fixed adder as noted on Page 1 and all applicable taxes and fees.

Length of Agreement and End Date:

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

Rate:

Fixed Rate (if applicable): . Fixed Adder (if applicable): .

Amount of Early Termination Fee and Method of Calculation:

No ETF for the Variable Rate Plus Fixed Adder. If Fixed Full Requirements or Three for All, Agera shall calculate the fee for any early termination to include the total losses and costs associated with such early termination, any loss of margin, 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.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

CUSTOMER INITIALS



Terms and Conditions

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

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

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

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

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Agera may terminate this Agreement upon 15 days’ written notice to Customer.

Customer shall have 3 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 5 business days from the postmarked date to rescind authorization under this Agreement. If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer’s breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LEU (“Consolidated Billing”) or Agera (“Dual Billing”) as specified above. If billed by the LEU, terms are defined by the LEU’s tariff; if billed by Agera, net terms are 10 days. For all “Dual Billing” options, customer will receive a bill for delivery costs from the LEU and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LEU for Agera will be grounds for termination of service subject to the States rules and regulations. For “Dual Bill” options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LEU responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments.

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

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer,

CUSTOMER INITIALS



Terms and Conditions continued

pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the New Hampshire Public Utilities Commission (NHPUC).

5. Information Release Authorization. Customer authorizes Agera to obtain and review information regarding Customer's credit history, and the following information: Customer name, email address, telephone number, address consumption history; billing determinants; account number; and credit information from credit reporting agencies. This information may be used by Agera to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Agera. Agera shall not release confidential customer information without written authorization from the customer. Customer also authorizes Agera to obtain information related to payment arrangements and budget billing arrangements from the LEU. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

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

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customercare@ageraenergy.com. Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division

at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429. Your LEU may have programs available to low income customers. For a list of social service agencies offering bill assistance please call Agera Energy at the above number.

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

8. Agera Energy: Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and those entities including the New England Independent System Operator ("NEISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LEU for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LEU and in response to information provided by the LEU. The Delivery Points for the electricity will be a point at the NEISO Agera load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

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

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

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

CUSTOMER INITIALS



Terms and Conditions continued

caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

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

13. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Hampshire. This Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles.

14. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

15. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

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

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

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

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

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

CUSTOMER INITIALS



Price Calculation Chart

Variable Historic Pricing:

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

*Calculated based on historic rates on a Monday at 8 am EST January 2014 - December 2014.

Fixed Price Calculation:

Product:	Fixed Price					
Price Per kWh:	\$ 0.67890 per kWh					
Charges:	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hour used.					
Customer Usage:	250 kWh	500 kWh	750 kWh	1000 kWh	1500 kWh	2000 kWh
Customer would pay:	\$ 169.73	\$339.45	\$509.18	\$678.90	\$1,018.35	\$1,357.80
Applicable Taxes:	You must also pay all applicable federal, state and local taxes.					

CUSTOMER INITIALS


Customer Enrollment Information

 Contract Prepared On Date:
Customer Information:

Customer Name (Primary Contact):

Mailing Address:

Home Phone Number:

Mobile Number:

Customer Email Address:

Secondary Contact:

Relationship to Primary Contact:

Secondary Phone Number:

Notification Preferences: Billing Preferences:

How to Receive Notification: Billing Type:

Email Consolidated

Mail *Dual

***Dual Billing Options Only**

How to Receive Bill:	How to Pay Bill:
Email <input type="radio"/>	Electronic Funds Transfer <input type="radio"/>
Mail <input type="radio"/>	Credit Card <input type="radio"/>
	Wire <input type="radio"/>

Price Plan Chosen by Customer:

Variable Plus Fixed Adder
 Fixed Full Requirements
 Three for All

Accounts:

Account Number:	Service Street Address:	City:	State:	Zip Code:	Utility:	Fixed Rate:	Fixed Adder:	Term:	Start Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Attach additional accounts if necessary. Check if applicable: Estimated Annual Usage (for all applicable accounts):

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

Customer Authorization:

Signature:

Print Name:

Title:

Date:

Agera Energy Authorization:

Signature:

Print Name:

Title:

Date:



Customer Disclosure Statement

Price Plan Chosen by Customer:

 Variable Rate Plus Fixed Adder Fixed Full Requirements Three for All

How Price is Determined:

Agera does not offer budget billing.

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

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

Three For All Rate in the months of December, January, February, June, July and August shall reflect an Electric Fixed Full Requirements Rate as noted on Page 2 for commodity supply provided under this Agreement, plus all applicable taxes, and in the months of March, April, May, September, October and November shall reflect the Variable Rate plus Fixed Adder, described above, which includes a fixed adder as noted on Page 2 and all applicable taxes and fees.

Length of Agreement and End Date:

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

Rate:

Fixed Rate (if applicable): . Fixed Adder (if applicable): .

Amount of Early Termination Fee and Method of Calculation:

No ETF for the Variable Rate Plus Fixed Adder. If Fixed Full Requirements or Three for All, Agera shall calculate the fee for any early termination to include the total losses and costs associated with such early termination, any loss of margin, 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.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

CUSTOMER INITIALS



Terms and Conditions

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

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

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

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

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Agera may terminate this Agreement upon 15 days’ written notice to Customer.

Customer shall have 3 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 5 business days from the postmarked date to rescind authorization under this Agreement. If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer’s breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LEU (“Consolidated Billing”) or Agera (“Dual Billing”) as specified above. If billed by the LEU, terms are defined by the LEU’s tariff; if billed by Agera, net terms are 10 days. For all “Dual Billing” options, customer will receive a bill for delivery costs from the LEU and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LEU for Agera will be grounds for termination of service subject to the States rules and regulations. For “Dual Bill” options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LEU responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments.

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

4. Assignment. Customer may not assign its interests in and

CUSTOMER INITIALS



Terms and Conditions continued

delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the New Hampshire Public Utilities Commission (NHPUC).

5. Information Release Authorization. Customer authorizes Agera to obtain and review information regarding Customer's credit history, and the following information: Customer name, email address, telephone number, address consumption history; billing determinants; account number; and credit information from credit reporting agencies. This information may be used by Agera to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Agera. Agera shall not release confidential customer information without written authorization from the customer. Customer also authorizes Agera to obtain information related to payment arrangements and budget billing arrangements from the LEU. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

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

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity.

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customer@ageraenergy.com. Customer may

contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

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8. Agera Energy: Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and those entities including the New England Independent System Operator ("NEISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LEU for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LEU and in response to information provided by the LEU. The Delivery Points for the electricity will be a point at the NEISO Agera load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

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

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

11. Force Majeure. Agera will make commercially reasonable efforts to provide electricity hereunder but Agera does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Agera

CUSTOMER INITIALS



Terms and Conditions continued

including but not limited to inclement weather, war, or strike ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

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

13. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New Hampshire. This Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles.

14. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

15. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price,

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

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

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

CUSTOMER INITIALS



Price Calculation Chart

Variable Historic Pricing:

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

*Calculated based on historic rates on a Monday at 8 am EST January 2014 - December 2014.

Fixed Price Calculation:

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

CUSTOMER INITIALS