



Mega Energy of New Hampshire, LLC

January 21, 2016

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

NHPUC 27 JAN 16 PM 1:48

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

Dear Executive Director,

Mega Energy of New Hampshire, LLC ("Mega Energy") is submitting this application for renewal as a Competitive Electric Power Supplier (CEPS) pursuant to New Hampshire Code of Administrative Rules, Part Puc 2003.01 and Part Puc 2006.01.

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

Enclosed for filing is an original and two copies of the renewal application and all attachments. We will also email the file to executive.director@puc.nh.gov as requested.

Sincerely,

Mary E. Morgan

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

Date: January 15, 2016

To Beneficiary:
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

For Internal Identification Purposes Only:
**Applicant: Sumitomo Corporation of
America, on behalf of Mega Energy Of
New Hampshire, LLC**

**AMENDMENT NO. 02 TO IRREVOCABLE STANDBY LETTER OF CREDIT NO.005653580
DATED MARCH 25, 2014**

Ladies and Gentlemen:

This Amendment is to be considered an integral part of the above Letter of Credit and must be attached thereto.

We hereby amend the above mentioned Letter of Credit as follows:

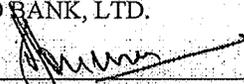
- 1) The expiry date of the standby letter of credit is extended to January 15, 2017
- 2) The Letter of credit amount is increased by USD250,000.00 making a new total of USD350,000.00.

All other terms and conditions remain unchanged.

If you require any assistance or have any questions regarding this Amendment, please call 201-626-9528.

Very truly yours,

MIZUHO BANK, LTD.

By: 

Name: Arun Kumar Yadav

Title: Assistant Vice President



Mizuho Bank, Ltd.
New York Branch
1251 Avenue of the Americas
New York, NY 10020-1104
Tel (212) 282-3000 Fax (212) 282-4250

IRREVOCABLE LETTER OF CREDIT

Irrevocable Letter of Credit No. 005653580
(All drafts must refer to the above number.)

March 25, 2014

Beneficiary:
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

Dear Sirs:

1. We hereby establish, at the request and for the account of Sumitomo Corporation of America, on behalf of Mega Energy of New Hampshire, LLC, (the "Company"), in your favor, our Irrevocable Letter of Credit No. 005653580 (the "Letter of Credit"), for an amount not to exceed the Stated Amount (as hereinafter defined) as in effect from time to time (which amount shall at no time exceed \$100,000.00), available immediately and expiring at the close of banking business at our New York office on March 25, 2015, or such later date as we shall have agreed to in writing (as such date may be extended in accordance with this Letter of Credit, the "Stated Termination Date").

2. We hereby irrevocably authorize you to draw on us at sight, in strict conformity with the terms and conditions herein set forth, an aggregate amount not to exceed the Stated Amount of this Letter of Credit in effect at the time of drawing. Each drawing shall be made by delivering or transmitting to us at the address set forth in paragraph 8 of this Letter of Credit, (i) a certificate in the form of Annex 1 hereto, with the blanks appropriately completed and signed by your officer, and (ii) a draft in the form of Annex 2 hereto, with the blanks appropriately completed and signed by your officer, in each case on or before the Stated Termination Date. If we receive a draft and certificate at our offices on or before 11:00 a.m. on a Business Day, all in strict conformity with the terms and conditions of this Letter of Credit, and on or prior to the termination hereof, we will honor the same after presentation thereof on the same day. If we receive a draft and certificate at such office after 11:00 a.m. (New York City time) on a Business Day, and on or prior to the termination hereof (and in any event not later than 5:00 p.m. (New York City time) on the Stated Termination Date), we will honor the same on the next succeeding Business Day, provided that each such draft and certificate is in strict conformity with the terms and conditions of this Letter of Credit.

3. Each drawing honored by us hereunder shall pro tanto reduce the Stated Amount of this Letter of Credit.

4. As used herein, the following terms have the following meanings:

“Business Day” means a day of the year on which banking institutions in the City of New York are not authorized or obligated by law or regulation to close.

“Stated Amount” means, initially, One Hundred Thousand United States Dollars (\$100,000.00), which amount shall be reduced automatically upon each drawing (by an amount equal to such drawing).

5. This Letter of Credit is not assignable or transferable, in whole or in part.

6. Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) of the International Chamber of Commerce, Publication No. 600 or any subsequent revision thereof (the “Uniform Customs”). This Letter of Credit shall be deemed to be a contract made under the laws of the State of New York and shall, as to matters not governed by the Uniform Customs, be governed and construed in accordance with the laws of said State, without regard to principles of conflicts of law.

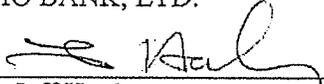
7. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein, except for Annexes 1 and 2 hereto; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as expressly set forth above.

8. All demands for payment, notices and other communications to us in respect of this Letter of Credit shall be in writing and addressed and presented to us at Harborside Financial Center, 1800 Plaza Ten, Jersey City, New Jersey 07311, Attention: Trade Finance Services (or at such other office or offices in New York as we may designate by written notice to you), and shall make specific reference to this Letter of Credit by number. Such demands, notices and other communications shall be personally delivered to us, or may be sent to us by telecopier on your letterhead signed by an officer, to the following number:

Telecopier No.: 201-626-9938

9. Upon the earliest of (i) the Stated Termination Date or (ii) the date the Stated Amount is equal to zero, this Letter of Credit shall automatically terminate and shall be delivered to us for cancellation.

Very truly yours,
MIZUHO BANK, LTD.

By: 
Name: Jeff Hardy
Title: Vice President



Mega Energy of New Hampshire, LLC

MEGA ENERGY OF NEW HAMPSHIRE, LLC

NEW HAMPSHIRE APPLICATION FOR REGISTRATION AS A COMPETITIVE ELECTRIC POWER SUPPLIER

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;

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

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

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

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

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

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

ATTACHMENT F -Resumes of principals

Name	Title	Business Address	Business Phone And Email
Javed Meghani	President & Treasurer	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3340 jmeghani@megaenergyllc.com
Feroz Meghani	Vice President & Secretary	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3347 fmeghani@megaenergyllc.com
Mary E. Morgan	Controller	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3346 mmorgan@megaenergyllc.com
Obeth G. Avner	Director, Supply	5065 Westheimer Rd., Suite 1111 Houston, TX 77056	(713) 590-3342 oavner@megaenergyllc.com



Mega Energy of New Hampshire, LLC

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

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

None.

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

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

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

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

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

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

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

See Attachment A



Mega Energy of New Hampshire, LLC

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

Public Service Company of New Hampshire.

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

Mega Energy plans to service residential and small commercial customers in the PSNH territory.

Public Service Company of New Hampshire

- R, EAO, GV, LG, OL

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

Mega Energy Holdings, LLC (parent company)

Affiliates:

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

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

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

Mega Energy, L.P. (Texas PUC License # 10141)

Mega Energy of Illinois, LLC (License # 15-0081)

All Mega Energy companies share the following corporate address:

5065 Westheimer Rd., Suite 1111, Houston, TX 77056

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

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

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

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members;



Mega Energy of New Hampshire, LLC

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

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

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

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

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

Not Applicable

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

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

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

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

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

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;



Mega Energy of New Hampshire, LLC

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

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

See Attachment B

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

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

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

See Attachment C

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

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

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

See Attachment D

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

(24) The signature of the applicant or its representative.



Mega Energy of New Hampshire, LLC

AFFIDAVIT

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

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

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

Name: Javed Meghani

Title: Chief Executive Officer

Company: Mega Energy of New Hampshire, LLC

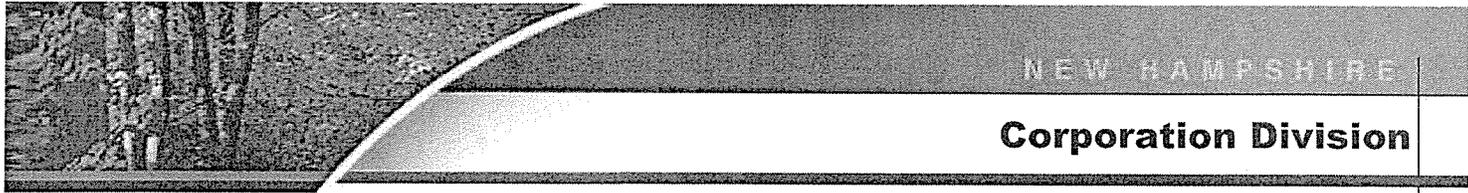
Address: 5065 Westheimer Rd., Suite 1111, Houston, TX 77056



Mega Energy of New Hampshire, LLC

ATTACHMENT A

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



NEW HAMPSHIRE

Corporation Division

- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 1/14/2016

Filed Documents
 (Annual Report History, View Images, etc.)

2006.06(9)

For a blank Annual Registration Report, click here.

Business Name History

Name	Name Type
Mega Energy of New Hampshire, LLC	Legal
Mega Energy of New Hampshire, LLC	Home State

Limited Liability Company - Foreign - Information

Business ID: 690544
Status: Good Standing
Entity Creation Date: 4/22/2013
State of Business.: TX
Principal Office Address: 5065 Westheimer Rd, Suite 1111
 Houston TX 77056
Principal Mailing Address: 5065 Westheimer Rd, Suite 1111
 Houston TX 77056
Last Annual Report Filed Date: 5/22/2015 3:17:06 PM
Last Annual Report Filed: 2015

Registered Agent

Agent Name: Capitol Corporate Services, Inc.
Office Address: 1 Old Loudon Road
 Concord NH 03301
Mailing Address:

NEW! File Annual Report Online.

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



State of New Hampshire

Department of State
Corporation Division

603-271-3246



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

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

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

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 690544

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

State of New Hampshire

Filed
Date Filed: 04/22/2013
Business ID: 690544
William M. Gardner
Secretary of State

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

Form FLLC-1
RSA 304-C:12

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

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

FIRST: The name of the limited liability company is

Mega Energy of New Hampshire, LLC

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

THIRD: It is formed under the laws of Texas

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

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

Electric Service

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

and the street address, town/city (including zip code and post office box, if any) of its registered office is

(agent's business address in New Hampshire)

1 Old Loudon Rd Concord NH 03301

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

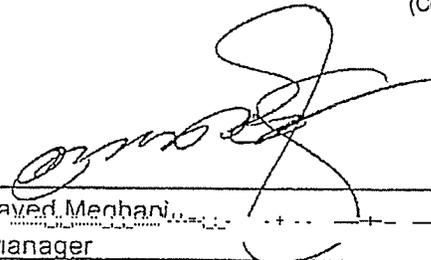
State of New Hampshire
Form FLLC 1 - Application for Foreign Registration FLLC 4 Page(s)



T1311331052

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

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

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

.. . . .

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:
jmeghan1@mymegaenergy.com

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

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

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

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

Part I – Business Identification and Contact Information

Business Name: Mega Energy of New Hampshire, LLC
Business Address (include city, state, zip): 2800 Post Oak Blvd., Ste. 111, Houston, Texas 77056
Telephone Number: 713-590-3346 E-mail: jmeghani@mymegaenergy.com
Contact Person: Javed Meghani
Contact Person Address (if different): _____

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

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

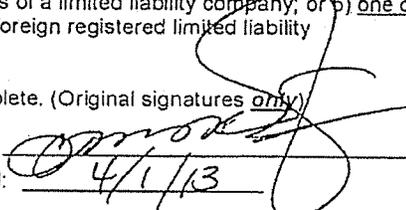
Part III – Check ONE of the following items in Part III:

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

Part IV – Certification of Accuracy

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

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

Name (print): <u>Javed Meghani</u>	Signature: 
	Date signed: <u>4/1/13</u>
Name (print): _____	Signature: _____
	Date signed: _____
Name (print): _____	Signature: _____
	Date signed: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Mega Energy of New Hampshire, LLC a(n) Texas limited liability company registered to do business in New Hampshire on April 22, 2013. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of December, A.D. 2013

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

William M. Gardner
Secretary of State



Mega Energy of New Hampshire, LLC

ATTACHMENT B

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

Mega Energy of New Hampshire (“Mega Energy”) is licensed by the New Hampshire Public Utilities Commission, (Registration No. DM 14-001), to offer and supply electric generation services in New Hampshire. “We,” “us” or “our” refers to Mega Energy. “You” or “Your” refers to the customer. By accepting electric service from Mega Energy, you are entering into a contract with us and you will be bound by the Agreement.

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

Price: You agree to the rate and term as specified in your Confirmation Letter from your first meter read date. These prices do not include any applicable taxes. In addition, you are responsible for paying Utility distribution and transmission charges, as well as any other applicable charges.

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

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

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

Variable Rate Plan – A month-to-month plan where your rate may vary each month according to market conditions. This product shall commence for a one (1) month term (“Initial Term”). This Agreement shall automatically renew for successive one (1) month periods (“Renewal Term”) unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date.

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

Credit Requirement: Mega Energy reserves the right to conduct a credit review prior to providing you electricity supply service, and to refuse electricity supply service if you do not meet Mega Energy’s credit standards.

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

Deposits & Interest on Deposits:

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

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

Cancellation/Termination: To cancel this agreement, you may call, email, or write Mega Energy at the contact information provided below. When you cancel services, you agree to pay for the services provided by Mega Energy through the date you are

switched to another electric supplier or returned to the Utility for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Mega Energy gives the Utility notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation and the resultant switch is effected by the Utility.

If you terminate after the Rescission Period, Mega Energy may charge you a cost recovery fee of \$50 if you are a residential customer, if you are not a residential customer, an amount calculated, in our reasonable discretion, as the product of unconsumed electric energy for the balance of your Term based on historical usage will be charged. The cost recovery fee is not a penalty but is intended to recover our cost in procuring a reliable, fixed price supply of electricity on your behalf.

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

Dispute Resolution: You should contact Mega Energy regarding any dispute related to this Agreement. Mega Energy will attempt to resolve the dispute in an efficient, fair and timely manner. Mega Energy will provide a response within (14) business days. Mega Energy will report the results of its investigation to you. If you are not satisfied

with our attempt to resolve the problem, you may seek assistance from the New Hampshire Public Utilities Commission at 1-800-852-3793, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

Customer Information Release

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

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

Default Generation Service: Retail electricity customers in New Hampshire are entitled to purchase their electricity supply from a competitive supplier or through the default service. Default service is provided automatically by the Utility any customer who does not contract with a competitive supplier for their electricity.

Low Income Assistance: The Electric Assistance Program (EAP) may be available to low income customers for bill payment assistance. More information and enrollment information is available online at <http://www.puc.nh.gov/Consumer/electricas>

[sistanceprogram.htm](#) or by calling the PUC at 1-800-852-3793. A list of additional available services in New Hampshire may be found at <http://www.211nh.org> or by calling 211.

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

New Hampshire Public Utilities Commission
Consumer Assistance Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Liability: The remedy in any claim or suit by Customer against Mega Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy at law or in equity. In no event will either Mega Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Warranty Disclaimer: MEGA ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. MEGA ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR USE.

Assignment: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written

consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof) in connection with any financing agreement, purchase of receivables program or other billing services arrangement. In addition, we may assign our rights and obligations hereunder to an affiliate of Mega Energy, any person or entity succeeding to all or substantially all of the assets of Mega Energy, or to a competitive supplier licensed to do business in New Hampshire. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, Mega Energy shall have no further obligations hereunder.

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

Force Majeure: Mega Energy will make commercially reasonable efforts to provide service but does not guarantee a continuous electricity supply. Events outside of Mega Energy's control ("Force Majeure Events") may result in interruptions in service. These events include by way of example only: acts of God or any governmental authority, accidents, strikes or labor disputes, required maintenance, inability to access the Utility's facilities, Utility non-performance including an outage, changes in laws of any governmental authority or any other cause beyond Mega Energy's control. Mega Energy shall not be liable to you for any interruptions caused by Force Majeure Events.

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

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

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

Do Not Call: Customer may sign up for the Federal Trade Commission's National Do Not Call Registry either by telephone at 1-888-382-1222 or via the internet at <http://www.donotcall.gov>

Contact Information:

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



Electricity Service Agreement Enrollment Form

ENROLLMENT DETAILS

CUSTOMER INFORMATION	<input type="checkbox"/> Residential	<input type="checkbox"/> Commercial
-----------------------------	--------------------------------------	-------------------------------------

Customer Name	Social Security No.	Telephone number	Alternate Phone Number
Billing Address (if different from service address)			
City	State	Zip Code	Email address

SERVICE INFORMATION

Service Address (physical address to which service is being provided - No P.O. Boxes)			
City	Country	State	Zip Code
Utility Name	Account Number		

RATE PLAN DETAILS

<input type="checkbox"/> Fixed	<input type="checkbox"/> Variable	¢ /kWh	-MN	Start	Base Fee applicable - YES
Rate Type (select one)		Rate	Term		See details under "Customer Authorization" Section below

CUSTOMER AUTHORIZATION

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

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

Signature	Printed Name	Today's Date (MM/DD/YR)	Mega Energy Approval

You may CANCEL this transaction, without penalty or obligation, within FIVE (5) BUSINESS DAYS from the date of your enrollment authorization and receipt of a copy of the Agreement. To cancel this transaction, you can:

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

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



Mega Energy of New Hampshire, LLC

ATTACHMENT C

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

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

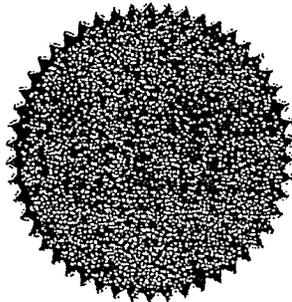
**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Mega Energy of New Hampshire, LLC

to certify that they have completed to satisfaction

NH Supplier Training



Granted: 05/17/13

1)

*Aaron Downing
PSNH Supplier Services*



Public Service
of New Hampshire

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

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

The Northeast Utilities System

Date 12/06/13

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

Dear Mary,

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

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Aaron Downing".

Aaron Downing
PSNH Supplier Services

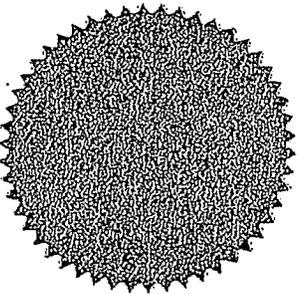
Public Service of New Hampshire
Certificate of Completion

is hereby granted to:

Mega Energy of New Hampshire, LLC

to certify that they have completed to satisfaction.

EDI Connectivity and Certification Testing



Granted: 12/06/13

9

*Aaron Downing
PSNH Supplier Services*



Mega Energy of New Hampshire, LLC

ATTACHMENT D

PROOF OF NE ISOPARTICIPATION:

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



NEW ENGLAND POWER POOL

2003.01(d)(2)

Current Members

HOME ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS 2015 NPC Summer Mtg

Pre-Printed Rosters: Sector Roster Alphabetical (by Voting Member) Alphabetical (2d RNA) ISO-NE CAMS:

Abest Power & Gas, LLC	Oanvers Electric Division	H.Q. Energy Services (U.S.) Inc.	Nalcor Energy Marketing	Saracen Energy East LLC
Acadia Center	Darby Energy, LLLP	Hammond Belgrade Energy LLC	Narragansett Electric Company	Saracen Power LLC
Acushnet Company	Dartmouth Power Associates, LP	Hammond Lumber Company	NEPM II, LLC	Seneca Energy II, LLC
Advanced Power Services (NA) Inc.	DC Energy, LLC	Hampshire Council of Governments	New Brunswick Energy Mktg. Corp.	SFE Energy Connecticut LLC
Aequitas Energy, Inc.	Deepwater Wind Block Island LLC	Hanover, NH (Town of)	New England Confectionery Co. Inc.	SFE Energy Massachusetts LLC
Aesir Power Services LLC	Devon Power LLC	Harborside Energy of Massachusetts	New England Energy Connection, LLC	Shell Energy North America (US) L.P.
Agera Energy LLC	Devonshire Energy LLC	Harvard Dedicated Energy Limited	New England Power Company	Shiple Choice, LLC
Algonquin Energy Services Inc	DFC ERG CT, LLC	Hess Corporation	New England Wire Technologies Corp.	d/b/a Shiple Energy
Ambit Northeast LLC	Direct Energy Business, LLC	High Liner Foods (USA) Incorporated	New Hampshire Electric Coop., Inc.	Shipyards Brewing Co., LLC
Ameresco CT LLC	Direct Energy Business Marketing, LLC	HICO Energy, LLC	New Hampshire Industries, Inc.	Shipyards Energy LLC
Ameresco DR, LLC	Discount Power, Inc.	Hingham Municipal Lighting Plant	NH Office of Consumer Advocate	Shrewsbury Electric & Cable Operations
American PowerNet Management, LP	Dominion Energy Marketing, Inc.	Holden Municipal Light Department	New Hampshire Transmission, LLC	SmarEnergy Holdings LLC
AmericaWide Energy, LLC	Dominion Nuclear Connecticut, Inc.	Holyoke Gas & Electric Department	New York State Electric & Gas, Inc.	Solea Energy, LLC
Ampersand Energy Partners LLC	DTE Energy Trading, Inc.	Howard Wind LLC	NextEra Energy Power Marketing, LLC	Somerset Power LLC
Anthony, Christopher M.	Duke Energy Comm. Enterprises, Inc.	Hudson Energy Services, LLC	NextEra Energy Maine, Inc.	South Hadley Electric Light Department
Antrim Wind Energy LLC	Dynasty Power Inc.	Hudson Light and Power Department	NextEra Energy Resources, LLC	South Jersey Energy Company
Archer Energy, LLC	Dynegy Marketing and Trade LLC	Hull Municipal Lighting Plant	NextEra Energy Seabrook LLC	South Jersey Energy ISO1, LLC
Ashburnham Municipal Light Plant	Dynegy Resources Management, LLC	Iberdrola Renewables, LLC	Niagara Wind Power, LLC	South Jersey Energy ISO2, LLC
Associated Industries of Massachusetts	East Avenue Energy LLC	Icetec Energy Services, Inc.	Noble Americas Energy Solutions LLC	Spark Energy, LP
Astral Energy LLC	EDF Trading North America, LLC	IDT Energy, LLC	Noble Americas Gas & Power Corp.	Springfield Power LLC
Athens Energy LLC	eCapital Investments LLC	Indeck Energy-Alexandria, LLC	Noble Environmental Power, LLC	Spruce Mountain Wind, LLC
Backyard Farms, LLC	Electricity Maine, LLC	Independence Energy Group LLC	Nordic Energy Services, LLC	SRECTrade, Inc.
Backyard Farms Energy, LLC	Electricity N.H., LLC d/b/a ENH Power	Industrial Energy Consumer Group	North America Power Partners LLC	Starion Energy, Inc.
Bath Iron Works Corporation	Elektrisla, Inc.	Industrial Power Services Corporation	North American Power and Gas, LLC	StatArb Investment, LLC
BBPC LLC d/b/a Great Eastern Energy	Eligo Energy, LLC	Inspire Energy Holdings, Inc.	North Attleborough Electric Dep't	Sterling Municipal Electric Light Dep't
Beacon Falls Energy Park, LLC	Emera Energy Services Sub. No. 1 LLC	Interstate Gas Supply, Inc.	Northern States Power Company	Stetson Holdings, LLC
Bear Swamp Power Company LLC	Emera Energy Services Sub. No. 2 LLC	Invenery Energy Management LLC	Norwalk Power LLC	Stetson Wind II, LLC
Belmont Municipal Light Department	Emera Energy Services Sub. No. 3 LLC	Ipswich Municipal Light Department	Norwood Municipal Light Department	Stowe Electric Department
Berkshire Power Company, LLC	Emera Energy Services Sub. No. 4 LLC	J. Aron & Company	NRG Canal LLC	Summit Hydropower, Inc.
Berlin Station, LLC	Emera Energy Services Sub. No. 5 LLC	J.F. Gray & Associates, LLC	NRG Curtailment Solutions, Inc.	Sunwave USA Holdings, Inc.
Black Bear Hydro Partners, LLC	Emera Energy Services Sub. No. 6 LLC	Jericho Power LLC	NRG Power Marketing, LLC	Swift River Trading Company LLC
Blackstone Hydro, Inc.	Emera Energy Services Sub. No. 7 LLC	Just Energy (U.S.) Corp.	NSTAR Electric Company d/a/a	Tantern Energy Marketing, Inc.
Blue Sky East, LLC	Emera Energy Services Sub. No. 8 LLC	Kendall Green Energy LLC	Eversource Energy	Tangent Energy Solutions, Inc.
Blue Sky West, LLC	Emera Maine Inc.	Kimberly-Clark Corporation	Number Nine Wind Farm LLC	Taunton Municipal Lighting Plant
BlueRock Energy, Inc.	EMI Power Systems, LLC	Kleen Energy Systems, LLC	Nxegen, LLC	TCPL Power Ltd.
BNP Paribas Energy Trading GP	Energy America, LLC	Liberty Power Delaware LLC	Oasis Power, LLC d/b/a Oasis Energy	TEC Energy, Inc.
Boston Energy Trading and Marketing	Energy Management, Inc.	Liberty Power Holdings, LLC	Ontario Power Gen. Energy Trading	Templeton Municipal Lighting Plant
Boylston Municipal Light Department	Energy New England LLC	Liberty Utilities (Granite State Electric) Corp.	Ontario Power Generation Inc.	Tenaska Power Services Co.
BP Energy Company	Energy Federation Inc.	Linde Energy Services, Inc.	Order of St. Benedict of NH	Texas Retail Energy, LLC
Braintree Electric Light Department	Energy Plus Holdings LLC	Littleton (MA) Electric Light Dep't	d/b/a St. Anselm College	The Energy Consortium
Brayton Point Energy, LLC	EnergyConnect, Inc.	Littleton (NH) Water and Light Dep't	Pacific Summit Energy, LLC	The Energy Council of Rhode Island
Bridgewater Power Company L.P.	EnerNOC, Inc.	Long Island Lighting Co. d/b/a LIPA	Palmco Power CT, LLC	Town of New Shoreham, Rhode Island
Brookfield Energy Marketing Inc.	Enervise Global Technologies Inc.	Longfellow Wind, LLC	Palmco Power MA, LLC	Town Square Energy, LLC
Brookfield Energy Marketing LP	Entergy Nuclear Power Marketing LLC	Longreach Energy, LLC	Parkview Adventist Medical Center	TrailStone Power, LLC
Brookfield Renewable Energy Mkt'g US	Entrust Energy East, Inc.	Longwood Medical Energy Collaborative, Inc.	Pascoog Utility District	TransAlta Energy Marketing (U.S.) Inc.
Brookfield White Pine Hydro LLC	EnvaPower, Inc.	Lotus Danbury LMS100 One, LLC	Partnership LLC	TransCanada Energy Ltd.
Brown Bear II Hydro, Inc.	Epic USA, Inc.	Lotus Danbury LMS100 Two, LLC	Pawtucket Power Holding Company	TransCanada Power Marketing Ltd.
BTG Pactual Commodities (US) LLC	ESI Northeast Energy GP, Inc.	MA Operating Holdings, LLC	Paxton Municipal Light Department	Twin Eagle Resource Management, LLC
Bucksport Generation LLC	Essential Power, LLC	Macquarie Energy, LLC	Peabody Municipal Light Plant	UIL Distributed Resources, LLC
Burlington Electric Department	Essential Power Massachusetts, LLC	Madison Electric Works	Peninsula Power, LLC	Uncia Energy, LP - Series G
C.N. Brown Electricity, LLC	Essential Power Newington, LLC	MAG Energy Solutions, Inc.	Perigee Energy, LLC	Union Atlantic Electricity
Calpine Energy Services, LP	ETC Endure Energy, LLC	Maine Public Advocate Office	Pioneer Hydro Electric Co., Inc.	Union Leader Corporation
Canadian Wood Products-Montreal, Inc.	Ethical Electric, Inc.	Manchester Methane, LLC	Plainfield Renewable Energy, LLC	Union of Concerned Scientists, Inc.
Canandaigua Power Partners, LLC	Evergreen Wind Power II, LLC	Mansfield Municipal Electric Dep't	Plant-E Corp.	Uniper Global Commodities North America LLC
Cape Light Compact	Evergreen Wind Power III, LLC	Marble River, LLC	Plymouth Rock Energy, LLC	United Illuminating Company
Cape Wind Associates, LLC	EverPower Commercial Services LLC	Marblehead Municipal Light Dep't	PNE Energy Supply LLC	Unilil Energy Systems, Inc.
Cargill Power Markets, LLC	Everyday Energy, LLC	Mass Solar 1, LLC	Power Bidding Strategies, LLC	UNITIL Power Corp.
Castleton Comm. Merchant Trading	Exelon Generation Company, LLC	Mass. Office of the Attorney General	Power Supply Services, LLC	University of Massachusetts at Amherst
Central Maine Power Company	Fairchild Energy, LLC	Mass. Bay Transportation Authority	Powerex Corp.	University System of New Hampshire
Centre Lane Trading Limited	Fairpoint Energy, LLC	Mass. Development Finance Agency	PowerOptions, Inc.	Utility Expense Reduction LLC
Champion Energy Marketing LLC	First Point Power, LLC	Mass. Electric Company	Praxair, Inc.	Utility Services, Inc.
Champlain VT, LLC	First Wind Energy Marketing, LLC	Mass. Gas and Electric, Inc.	Princeton Municipal Light Department	VCharge Inc.
Chester Municipal Light Department	Fisher Road Solar I LLC	Mass. Municipal Wholesale Electric Co.	Provider Power CT, LLC	Verde Energy USA, Inc.
CHI Power Marketing, Inc.	Fitchburg Gas and Electric Light Co.	Mass. Port Authority	Provider Power Mass, LLC	Vermont Electric Cooperative
Chicopee Municipal Lighting Plant	Food City, Inc.	MATEP LLC	PSEG Energy Resources & Trade LLC	Vermont Electric Power Company, Inc.
Choice Energy LLC	Footprint Power Salem Harbor Development	Mega Energy Holdings, LLC	PSEG New Haven LLC	Vermont Energy Investment Corp.
CinCap V, LLC	FPL Energy Mason, LLC	Mercuria Energy America, Inc.	Public Power, LLC	Vermont Public Power Supply Authority
Citigroup Energy Inc.	FPL Energy Wyman, LLC	Merrill Lynch Commodities, Inc.	Public Service Co. of New Hampshire	Vermont Transco LLC
Clear Choice Energy, LLC	FPL Energy Wyman IV, LLC	Merrimack Municipal Light Department	d/a/a Eversource Energy	Vermont Wind
CLEARResult Consulting Inc.	Freedom Ring Communications, LLC	Messalonskee Stream Hydro, LLC	Putnam Hydropower, Inc.	Verso Maine Energy, LLC
Clearview Electric Inc.	d/b/a BayRing Communications	Mid-Maine Waste Action Corporation	Quantum Utility Generation, LLC	Viridian Energy, LLC
Commonwealth of Massachusetts (Div. of Capital Asset Management)	Freeport Commodities, LLC	Middleborough Gas and Electric Dep't	Rainbow Energy Marketing Corporation	Viridity Energy, Inc.
Commonwealth Resource Management Corporation	Gallop Power Greenville, LLC	Middleton Municipal Electric Dep't	RBC Energy Services LP	Vital Inc.
Competitive Energy Services, LLC	Gall Power Inc.	Middletown Power LLC	Reading Municipal Light Plant	Wakefield Municipal Gas and Light Dep't
Concord Municipal Light Plant	Garland Manufacturing Company	Millennium Power Partners, LP	Record Hill Wind LLC	Wallingford, CT, DPJ, Electric Division
Concord Steam Corporation	Garland Power Company	Mint Energy, LLC	ReEnergy Sterling CT LP	Wallingford Energy II, LLC
Conn. Central Energy, LLC	Gas Recovery Systems, LLC	Montville Power LLC	ReEnergy Stratton Energy LLC	Waterbury Generation LLC
Conn. Gas & Electric, Inc.	GDF SUEZ Energy Marketing NA		Reliant Energy Northeast LLC	Waterside Power, LLC
Conn. Jet Power LLC	GenBright, LLC		REP Energy LLC	Wellesley Municipal Light Plant
	GenConn Energy LLC		Repsol Energy North American Corp.	West Boylston Municipal Lighting Plant



Mega Energy of New Hampshire, LLC

ATTACHMENT E

Incorporation Documents



Office of the Secretary of State

CERTIFICATE OF FILING
OF

Mega Energy of New Hampshire LLC
File Number: 801758456

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

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

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

Dated: 03/29/2013

Effective: 03/29/2013



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

John Steen
Secretary of State

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



**Certificate of Formation
Limited Liability Company**

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

Filing Fee: \$300

Article 1 - Entity Name and Type

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

Mega Energy of New Hampshire LLC

Article 2 - Registered Agent and Registered Office

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

OR

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

Name:

Javed Meghani

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

Street Address:

2800 Post Oak Boulevard Ste. 111 Houston TX 77056

Consent of Registered Agent

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

OR

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

Article 3 - Governing Authority

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

OR

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

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

Manager 1: **Javed Meghani**

Title: **Manager**

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

Article 4 - Purpose

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

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]
doc20130327130405.pdf

Organizer

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

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

Effectiveness of Filing

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

OR

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

Execution

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

Javed Meghani

Signature of Organizer

FILING OFFICE COPY

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

(1) Mega Energy, LP

Name of the entity or individual who holds the existing name on file with the secretary of state

consents to the use of

(2) Mega Energy of New Hampshire

Proposed name

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

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

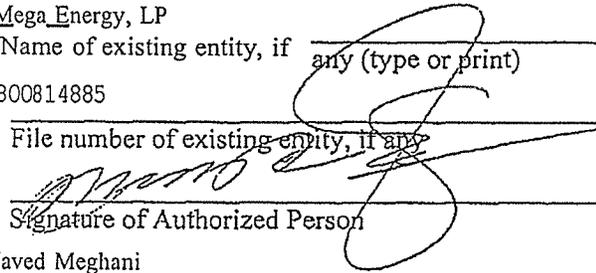
Date: 3.27.2013

By: Mega Energy, LP

Name of existing entity, if any (type or print)

800814885

File number of existing entity, if any


Signature of Authorized Person

Javed Meghani

Name of Authorized Person (type or print)

CEO

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

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



John Steen
Secretary of State

Office of the Secretary of State

Certificate of Fact

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

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

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



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

John Steen
Secretary of State

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

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Mega Energy of New Hampshire, LLC

ATTACHMENT F

Resumes of Principals

- Javed Meghani, President & Treasurer
- Feroz Meghani, Vice President & Secretary
- Mary E. Morgan, Controller
- Obeth Avner, Director, Supply

Javed Meghani
Chief Executive Officer

Experience:

- 2007-Present Mega Energy, a Retail Electricity Provider
Chief Executive Officer & Owner
- Financial decision-making and banking relationships
 - Complete Budget Oversight
 - Negotiation and Execution of contracts
 - Purchasing of major equipment
 - Head of the management committee
- 1997-2007 GM Gold and Diamonds, LP, wholesaler of gold and diamond jewelry
President & Owner
- Vision & Strategies
 - Financial Planning
 - Human Resources
 - Management
 - Customer Service
 - Inventory Management
 - Purchasing and Merchandising
 - Distribution channel development
- 1987-1997 Paramount Associates, Inc., retailer of jewelry
Vice President
- Vision and Strategies
 - Financial Planning
 - Management
 - Customer Service
 - Inventory Management
 - New store openings
 - Sales of stores to create a wholesale distribution network
- 1986-1987 Broadway, Jewelry Department
Assistant Manager
- Management of sales staff
 - Attainment of sales quotas
 - New employee training
 - Daily banking

Education: 1985 Government National College, Bachelor of Commerce

FerozMeghani

President

Experience:

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

Mary E. Morgan
Controller

EDUCATION

12/1996

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

CERTIFICATION

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

EXPERIENCE

7/2010 - Present

Mega Energy, Houston, Texas - Controller

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

4/2009 - 7/2010

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

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

6/2002-3/2009

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

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

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

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

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

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

8/2001-6/2002

Cornell Companies, Houston, Texas - Accounting Manager

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

3/1998-3/2001

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

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

12/1996-3/1998

Ruby Tuesday's, Mobile, Alabama - Staff Accountant

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

Obeth Garcia-Avner, MBA

(281) 794-1441

obeth.garcia@gmail.com

Expert Analyst with strong pricing background and demonstrated success in interpreting market data to inform business development management of key performance indicators, trends, and competitive conditions. Design product management reports and analyze financial and operating metrics. Managed territory prospect account acquisition and retention. Ability to identify needs and process efficiencies, model creation and maintenance.

- Identified \$1.2M in uncollected revenues
- Identified gap that exposed unsecured supply ~\$1M resulting in redefining corporate supply strategy
- Provided pricing and deal execution for 74 product lines resulting in \$64M district sales including analysis of product price increase, customer price realization, and distribution report card
- Designed amendment process, created manual, trained customer service representatives and streamlined process, reducing turn-around time by 700%
- Collected and analyzed load, costs, revenue and margin variances
- Assist in acquisition book migration and system development and portfolio management
- Office Suite, Cognos, Corporate Reporting, Siebel, Bilingual - Spanish

Employment History

Regional Quotations Manager, ABB/Thomas & Betts, Houston, Texas

Apr 2013-Oct 2014

Managed quotations and inside sales including functions related to customer acquisition and retention.

Facilitated implementation of pricing and distribution strategy while coordinating and distributing price changes with minimal order resolution issues. Reconciled price discrepancies with distributors, sales force, product manager, customer care, and corporate pricing groups. Coordinated all aspects of requests for bids.

- Analyzed price and realization reports to address and/or improve problem areas
- Designed Dashboard to provide "quick view" of sales changes by agent and product line
- Conducted market and competitive intelligence research, model optimization

Senior Gross Margin Analyst, Direct Energy, Houston, Texas

Nov 2011- Apr 2013

Explored root causes of financial discrepancies. Identified erroneous purchases, trades, sales volumes and price settlement differences between portfolio, daily reports and monthly closing financial results. Ensured development of new markets, data integrity improvement, and new products. Reviewed and monitored daily positions and gross margin, certified accuracy for reporting to management. Acted as liaison between Accounting, Traders, and Operations Support to facilitate resolution for price and load issues. Collaborated with Forecasting to simplify and streamline load forecast processes, and Risk Control to resolve P&L issues.

- Designed efficient view way to analyze daily position and produce explanation of exposure and profit and loss for retail gas and power portfolio.
- Prepared daily reconciliation of physical and financial positions to systems of record and control sheets to support accurate reporting.
- Ensured new load (customers) usage is captured in the load forecast
- Validate forecasting model and inputs to interpret and prepare reports

Contract Analyst

Nov 2010 – Jul 2011

Talent Staff/MX Energy, Sunflower Electric Power Corp, Meador Staffing/BAKER HUGHES

RELIANT ENERGY, Houston, Texas

Oct 1991- Nov 2009

Commodity Analyst II

Collaborated with Broker Desk, Residential, Commercial and Industrial Sales organizations working on commodity pricing analytics with a focus on all aspects of aftermarket sales transaction. Formulated

enhancements and tested pricing models and rates by analyzing results and coordinate changes with business managers.

- Increased operating efficiency by training less experienced analysts on models and equipping Customer Care Representatives with industry knowledge and best practices.
- Managed Residential, Mid-Commercial and Industrial Customer Pricing in ERCOT and PJM.
- Developed customer consumption profiles

Retail Pricing Analyst

Coordinated and facilitated internal customer meetings to brainstorm ideas, identify risk, assign ownership, determine likelihood, consequences, and timeframes in accordance with goals. Assessed impact of change in contracted load and collaborated with Risk and other groups on issues related to contract obligation and renegotiation. Researched and evaluated validity of usage data and pricing.

- Formulated pricing process to evaluate impact of volumetric changes to contracted load
- Supervised all amendment pricing components

Rates Analyst

Prepared rate cases and other filings with the PUCT. Developed revenue and margin activity reports leading to margin deregulation. Developed and managed electricity utility pricing models (Excel) forecasting Price to Beat (PTB) revenues. Analyzed energy-restructuring initiatives, rate design and retail electricity tariffs.

- Designed and maintained pricing model and maintain database of assumptions and tariff updates.

Assistant to Managing Director Pricing and Planning

Assisted in the preparation of filings with the PUCT. Coordinated Competitor and Industry Group feedback and wish list in the preparation of Senate Bill 7 (19991), deregulating the state's electric industry.

- Prepared filings as well as graphical and statistical presentations for Executive Management, Public Utility Commission, Federal Energy Regulatory Commission and the Texas Legislature.
- Organized and reviewed research by the Electric Power Research Institute and other agencies and prepared status reports of deregulation bills in all 50 states.

EDUCATION

MBA, Finance & International Business – University of St. Thomas, Houston, TEXAS (1999)

BA, International Studies – University of St. Thomas, Houston, TEXAS (1996)

AS, Pre-engineering – Houston Community College, Houston, TEXAS (1994) – Presidential Honors Scholarship Program recipient, US Department of Energy

- 11/1991-12/1992 United Gas Pipeline Company, Treasurer
- Responsibility for cash management, insurance, bank lender relationships, credit and risk management. The company was sold.
- 9/1978 - 11/1991 Continental Illinois National Bank, Training program through to Vice President
And Market Manager
3 years in the Mining Division
10 years in the Oil and Gas and Utilities Divisions
- In the Mining Division focus was on project finance in the U.S. coal sector. Responsibilities included project financing, merger and acquisition financing and general corporate banking. Market segments covered in the Oil and Gas Division were exploration and production, interstate pipelines and refining and marketing. In the Utilities Division, the market segments were natural gas and electricity companies.

Education:

- 1978 Masters of Business Administration
University of Texas
- 1974 Bachelor of Arts: Major in History, Minor in Chemistry
University of Arkansas