



NHPUC 24JAN17PM2:03

January 20, 2017

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

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. The address of Mega Energy of New Hampshire has changed since the last renewal. In addition, Frank Wanderski has been added as a principal and Feroz Meghani has been removed.

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.

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,

A handwritten signature in black ink that reads "Mary E. Morgan". The signature is written in a cursive, flowing style.

Mary E. Morgan
Controller, Mega Energy of New Hampshire, LLC
Ph: 281-287-2906
mmorgan@megaenergyllc.com



January 20, 2017

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

Re: DM 16-187 Mega Energy of New Hampshire Waiver Request of Puc 2003.03(a) (5)

Dear Executive Director,

Mega Energy of New Hampshire, LLC is requesting a waiver of Puc 2003.03 (a) (5), which requires that the financial instrument for a renewal application have a term of 5 years and 90 days. The amended letter of credit, filed by Mega Energy has a term of one year expiring on March 25, 2018.

Enclosed for filing are an original and two copies of this waiver. We will also email the file to executive.director@puc.nh.gov as requested.

Sincerely,

A handwritten signature in black ink that reads "Mary E. Morgan". The signature is written in a cursive, flowing style.

Mary E. Morgan
Controller, Mega Energy of New Hampshire, LLC
281-287-2906
mmorgan@megaenergyllc.com



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

Date: 01/17/17

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. 04 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 March 25, 2018

All other terms and conditions remain unchanged.

If you require any assistance or have any questions regarding this Amendment, please call 201-626-9537.

Very truly yours,

MIZUHO BANK, LTD.

By: 
Name: Arun Kumar Yadav
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
2150 Town Square Place, Suite 711, Sugar Land, TX
77479
Phone: 281-287-2906
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	CEO	2150 Town Square Place, Suite 711, Sugar Land, TX 77479	(281) 287-2950 jmeghani@megaenergyllc.com
Frank Wanderski	President	2150 Town Square Place, Suite 711, Sugar Land, TX 77479	(281) 287-2950 fwanderski@megaenergyllc.com
Mary E. Morgan	Controller	2150 Town Square Place, Suite 711, Sugar Land, TX 77479	(281) 287-2906 mmorgan@megaenergyllc.com
Obeth G. Avner	Director, Supply	2150 Town Square Place, Suite 711, Sugar Land, TX 77479	(281) 287-2910 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,
2150 Town Square Place, Suite 711, Sugar Land, TX 77479
Phone: 281-287-2915
Fax: 281-287-2902
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,
2150 Town Square Place, Suite 711, Sugar Land, TX 77479
Phone: 281-287-2906
Fax: 281-287-2902
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;

Eversource

(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.

Eversource

- 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:

2150 Town Square Place, Suite 711, Sugar Land, TX 77479

(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 Frank Wanderski 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 Frank Wanderski 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 Frank Wanderski, 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 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

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

See Attachment E

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



Mega Energy of New Hampshire, LLC

ATTACHMENT A

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



Corporation Division

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

Date: 1/20/2017

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:	3/15/2016 4:29:22 PM
Last Annual Report Filed:	2016

Registered Agent

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

Mailing Address:

File Annual Report Online.

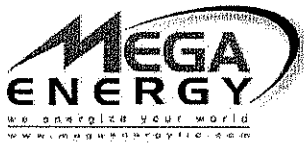
Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to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



Mega Energy of New Hampshire, LLC

ATTACHMENT B

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



Electricity Service Agreement Enrollment Form

ENROLLMENT DETAILS

CUSTOMER INFORMATION Residential 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 -
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 Hampshire, LLC., 2150 Town Square Place, Suite 711, Sugar Land, TX 77479, 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 ("Mega Energy") is licensed by the New Hampshire Public Utilities Commission, (Registration No. DM 16-187), 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 (Eversource) 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 at _____/ _____ months 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, 2150 Town Square Place., Suite 711, Sugar Land, TX 77479. 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. Should this remittance become delinquent, and Mega Energy retains an agency to collect the past due amount, you agree to pay a 30% collections surcharge in addition to the amount due.

Mega Energy reserves the right to cancel this agreement (i) if your Utility is unable to read your meter for three (3) consecutive months unless failure to read the meter is not the fault of the customer; (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/electricalassistanceprogram.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 and registered with the PUC, if not registered already. We shall notify each affected customer not less than 14 days prior to the effective date of such change and of the opportunity, prior to the next meter reading date, to choose, without additional charge, another provider or return to default service. 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

**Residential & Small Commercial Customers
Sales Agreement & Terms of Service**

**New
Hampshire**

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 align="center">Online Website: www.megaenergyllc.com</p> <p>E-mail address: infonh@megaenergyllc.com</p> <p>Mailing address: Mega Energy 2150 Town Square Place Ste 711 Sugar Land, TX 77479</p>	<p align="center">Eversource</p> <p align="center">1-800-662-7764 1-800-346-9994 (TTY/TDD)</p>	<p>Direct: 603-271-2431 Toll-free: 1-800-852-3793 (M – F 8:00am to 4:30pm)</p> <p align="center">Online:</p> <p>http://www.puc.state.nh.us/ ConsumerAffairsForms/complaint frm.aspx</p> <p>Mailing Address: Consumer Affairs Division 21 South Fruit Street, Suite 10 Concord, NH 03301-2429</p>



Mega Energy of New Hampshire, LLC

ATTACHMENT C

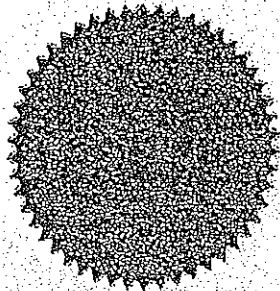
Proof of New Hampshire Supplier training with Eversource..

Proof of successful EDI Testing and Certification with Eversource.

**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

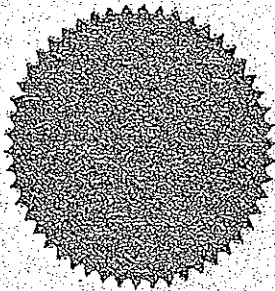
Public Service of New Hampshire
Certificate of Completion

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

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*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 IMAPP

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

Abest Power & Gas, LLC
 Acadia Center
 Acushnet Company
 Asir Power Services LLC
 Agera Energy LLC
 Algonquin Energy Services Inc
 Alphatarakia Nickel LLC
 Ambit Northeast LLC
 Ameresco CT LLC
 American PowerNet Management, LP
 AmericaWide Energy, LLC
 Ampersand Energy Partners LLC
 Anbaric Management LLC
 Anthony, Christopher M.
 Antrin Wind Energy LLC
 Archer Energy, LLC
 Ashburnham Municipal Light Plant
 Aspiro Energy, LLC
 Associated Industries of Massachusetts
 Asval Energy LLC
 Athens Energy LLC
 Atlantic Energy MA, LLC
 Avangrid Renewables, LLC
 Backyard Farms, LLC
 Backyard Farms Energy, LLC
 Bath Iron Works Corporation
 BBPC LLC d/b/a Great Eastern Energy
 Beacon Falls Energy Park, LLC
 Bear Swamp Power Company LLC
 Belmont Municipal Light Department
 Berkshire Power Company, LLC
 Berlin Station, LLC
 Black Bear Hydro Partners, LLC
 Blackstone Hydro, Inc.
 Bloom Energy Corporation
 Blue Sky East, LLC
 Blue Sky West, LLC
 BlueRock Energy, Inc.
 BNP Paribas Energy Trading GP
 Boston Energy Trading and Marketing
 Boylston Municipal Light Department
 BP Energy Company
 Braintree Electric Light Department
 Brayton Point Energy, LLC
 Bridgewater Power Company L.P.
 Brookfield Energy Marketing Inc.
 Brookfield Energy Marketing LP
 Brookfield Renewable Energy Mktg US
 Brookfield White Pine Hydro LLC
 Brown Bear II Hydro, Inc.
 Bucksport Generation LLC
 Burlington Electric Department
 C.N. Brown Electric, LLC
 Calpine Energy Services, LP
 Calpine Energy Solutions, LLC
 Canadian Wood Products-Montreal, Inc.
 Canadigua Power Partners, LLC
 Cape Light Compact
 Caribb Power Markets, LLC
 Castleton Commod. Merchant Trading
 Central Maine Power Company
 Centre Lane Trading Limited
 Champion Energy Marketing LLC
 Champlain VT, LLC
 Chester Municipal Light Department
 CHI Power Marketing, Inc.
 Chicopee Municipal Lighting Plant
 Choice Energy LLC
 CinCap V, LLC
 Citigroup Energy Inc.
 CleanChoice Energy, Inc.
 Clear Choice Energy, LLC
 CLEARResult Consulting Inc.
 Clearview Electric Inc.
 Commonwealth of Massachusetts
 (Div. of Capital Asset Management)
 Commonwealth Resource Management
 Corporation
 Competitive Energy Services, LLC
 Concord Municipal Light Plant
 Conn. Central Energy, LLC
 Conn. Gas & Electric, Inc.
 Conn. Jet Power LLC
 Conn. Light and Power Company d/b/a
 Eversource Energy

Danvers Electric Division
 Darby Energy, LLLP
 Dartmouth Power Associates, LP
 DC Energy, LLC
 Deepwater Wind Block Island LLC
 Devon Power LLC
 Devonshire Energy LLC
 DFC ERG CT, LLC
 Direct Energy Business, LLC
 Direct Energy Business Marketing, LLC
 Discount Power, Inc.
 Dominion Energy Marketing, Inc.
 Dominion Nuclear Connecticut, Inc.
 DTE Energy Trading, Inc.
 Duke Energy Comm. Enterprises, Inc.
 Dynesty Power Inc.
 Dynergy Marketing and Trade LLC
 East Avenue Energy LLC
 EDF Energy Services, LLC
 EDF Trading North America, LLC
 eKapital Investments LLC
 Electricity Maine, LLC
 Electricity N.H., LLC d/b/a ENH Power
 Elektrisola, Inc.
 Eligo Energy, LLC
 Emera Energy Services Sub. No. 1 LLC
 Emera Energy Services Sub. No. 2 LLC
 Emera Energy Services Sub. No. 3 LLC
 Emera Energy Services Sub. No. 4 LLC
 Emera Energy Services Sub. No. 5 LLC
 Emera Energy Services Sub. No. 6 LLC
 Emera Energy Services Sub. No. 7 LLC
 Emera Energy Services Sub. No. 8 LLC
 Emera Energy Services Sub. No. 9 LLC
 Emera Energy Services Sub No 10 LLC
 Emera Energy Services Sub No 11 LLC
 Emera Energy Services Sub No 12 LLC
 Emera Energy Services Sub No 13 LLC
 Emera Energy Services Sub No 14 LLC
 Emera Energy Services Sub No 15 LLC
 Emera Maine Inc.
 EmpireCo Limited Partnership
 Energy Management, Inc.
 Energy New England LLC
 Energy Federation Inc.
 Energy GPS LLC
 Energy Plus Holdings LLC
 EnerNOC, Inc.
 Enerwise Global Technologies, Inc.
 d/b/a CPower
 Engelhart CFP (US) LLC
 ENGIE Resources LLC
 Entergy Nuclear Power Marketing LLC
 Entrust Energy Enst, Inc.
 EnviroPower, Inc.
 Epico USA, Inc.
 EST Northeast Energy GP, Inc. Essential
 Power, LLC
 Essential Power Massachusetts, LLC
 Essential Power Newington, LLC
 ETC Endura Energy, LLC
 Evergreen Wind Power II, LLC
 Evergreen Wind Power III, LLC
 EverPower Commercial Services LLC
 Eversource Energy Transmission
 Ventures, Inc.
 Everyday Energy, LLC
 Exelon Generation Company, LLC
 Fairchild Energy, LLC
 Fairpoint Energy, LLC
 Farhad Aminpour
 First Point Power, LLC
 First Wind Energy Marketing, LLC
 FirstLight Power Resources
 Management, LLC
 Fisher Road Solar I LLC
 Fitchburg Gas and Electric Light Co.
 Food City, Inc.
 Footprint Power Salem Harbor
 Development
 FPL Energy Mason, LLC
 FPL Energy Wyman, LLC
 FPL Energy Wyman IV, LLC
 Freeport Commodities, LLC
 G&T Power Inc.

H.Q. Energy Services (U.S.) Inc.
 Hammond Belgrade Energy LLC
 Hammond Lumber Company
 Hampshire Council of Governments
 Hancock Wind, LLC
 Hanover, NH (Town of)
 Harborside Energy of Massachusetts
 Harvard Dedicated Energy Limited
 Hess Corporation
 High Liner Foods (USA) Incorporated
 HIKO Energy, LLC
 Hingham Municipal Lighting Plant
 Hull Municipal Light Department
 Holyoke Gas & Electric Department
 Howard Wind LLC
 Hudson Energy Services, LLC
 Hudson Light and Power Department
 Hull Municipal Lighting Plant
 Ictec Energy Services, LLC
 IDT Energy, LLC
 Indeck Energy-Alexandria, LLC
 Independence Energy Group LLC
 Industrial Energy Consumer Group
 Industrial Power Services Corporation
 Inera Power III LP
 Inspire Energy Holdings, Inc.
 Interstate Gas Supply, Inc.
 Invenery Energy Management LLC
 Ipswich Municipal Light Department
 J. Aroni & Company
 J.F. Gray & Associates, LLC
 Jericho Power LLC
 Just Energy (U.S.) Corp.
 Kendall Green Energy LLC
 Kimberly-Clark Corporation
 King Forest Industries, Inc.
 Kleon Energy Systems, LLC
 Liberty Power Delaware LLC
 Liberty Power Holdings, LLC
 Liberty Utilities (Granite State Electric)
 Corp.
 LifeEnergy, LLC
 Lindle Energy Services, Inc.
 Littleton (MA) Electric Light Dept/
 Littleton (NH) Water and Light Dept/
 Long Island Lighting Co. d/b/a LIPA
 Longfellow Wind, LLC
 Longreach Energy, LLC
 Longwood Medical Energy
 Collaborative, Inc.
 Lotus Danbury LMS100 One, LLC
 Lotus Danbury LMS100 Two, LLC
 MA Operating Holdings, LLC
 Macquarie Energy, LLC
 Madison Electric Works
 MAC Energy Solutions, Inc.
 Maine Power LLC
 Maine Public Advocate Office
 Maine Skiing, Inc.
 Major Energy Electric Services
 Manchester Methane, LLC
 Mansfield Municipal Electric Dept/
 Marble River, LLC
 Marklehead Municipal Light Dept/
 Mass Solar I, LLC
 Mass. Office of the Attorney General
 Mass. Bay Transportation Authority
 Mass. Development Finance Agency
 Mass. Electric Company
 Mass. Gas and Electric, Inc.
 Mass. Municipal Wholesale Electric Co.
 Mass. Port Authority
 MATER LLC
 Mega Energy Holdings, LLC
 Meluzona Energy America, Inc.
 Merrill Lynch Commodities, Inc.
 Merrimack Municipal Light Department
 Messalonskee Stream Hydro, LLC
 Mid-Maine Waste Action Corporation
 Middleborough Gas and Electric Dept/
 Middleton Municipal Electric Dept/
 Middletown Power LLC
 Millennium Power Partners, LP
 Mint Energy, LLC
 Montville Power LLC

Nalcor Energy Marketing
 Narragansett Electric Company
 National Gas & Electric, LLC
 NEPM II, LLC
 New Brunswick Energy Mktg. Corp.
 New England Confectionery Co. Inc.
 New England Energy Connection, LLC
 New England Power Company
 New England Wire Technologies Corp.
 New Hampshire Electric Coop., Inc.
 New Hampshire Industries, Inc.
 NH Office of Consumer Advocate
 New Hampshire Transmission, LLC
 New York State Electric & Gas, Inc.
 NextEra Energy Marketing, LLC
 NextEra Energy Maine, Inc.
 NextEra Energy Resources, LLC
 NextEra Energy Seabrook LLC
 Niagara Wind Power, LLC
 Noble Americas Gas & Power Corp.
 Noble Environmental Power, LLC
 Nordic Energy Services, LLC
 North America Power Partners LLC
 North American Power and Gas, LLC
 North Attleborough Electric Dept/
 Northern States Power Company
 Norwalk Power LLC
 Norwood Municipal Light Department
 NRG Canal LLC
 NRG Curtailment Solutions, Inc.
 NRG Power Marketing, LLC
 NSTAR Electric Company d/a/a
 Eversource Energy
 NTE Connecticut, LLC
 Number Nine Wind Farm LLC
 Nxeagen, LLC
 Oasis Power, LLC d/b/a Oasis Energy
 Ontario Power Gen. Energy Trading
 Ontario Power Generation Inc.
 Order of St. Benedict of NH
 d/b/a St. Anselm College
 Pacific Summit Energy, LLC
 Palmco Power CT, LLC
 Palmco Power MA, LLC
 Parkview Adventist Medical Center
 Peascoog Utility District
 Patriot Partnership LLC
 Pawtucket Power Holding Company
 Paxton Municipal Light Department
 Peabody Municipal Light Plant
 Peninsula Power, LLC
 Perigee Energy, LLC
 Pioneer Hydro Electric Co., Inc.
 Plainfield Renewable Energy, LLC
 Plant-E Corp.
 Plymouth Rock Energy, LLC
 PNE Energy Supply LLC
 Power Bidding Strategies, LLC
 Power Supply Services, LLC
 PowerOptions, Inc.
 Praxair, Inc.
 Princeton Municipal Light Department
 Provider Power Mass, LLC
 PSEG Energy Resources & Trade LLC
 PSEG New Haven LLC
 Public Power, LLC
 Public Service Co. of New Hampshire
 d/a/a Eversource Energy
 Putnam Hydropower, Inc.
 Rainbow Energy Marketing
 Corporation
 REC Energy Services LP
 Reading Municipal Light Plant
 Record Hill Wind LLC
 ReEnergy Stratton Energy LLC
 Reliant Energy Northeast LLC
 REP Energy LLC
 Regsol Energy North American Corp.
 Residents Energy, LLC
 Rhode Island Engine Genco, LLC
 Rhode Island State Energy Center, LP
 Rocky Gorge Corporation
 Rocket Investments Inc.
 Rowley Municipal Light Plant
 Royal Bank of Canada

Saracen Energy East LLC
 Saracen Power LLC
 Seneca Energy II, LLC
 SFE Energy Connecticut LLC
 SFE Energy Massachusetts LLC
 Shell Energy North America (US) L.P.
 Shipley Choice, LLC
 d/b/a Shipley Energy
 Shipyard Brewing Co., LLC
 Shipyard Energy LLC
 Shrewsbury Electric & Cable Operations
 SmartEnergy Holdings LLC
 Solea Energy, LLC
 Somerset Power LLC
 South Hadley Electric Light Department
 South Jersey Energy Company
 South Jersey Energy ISO1, LLC
 South Jersey Energy ISO2, LLC
 Spark Energy, LP
 Springfield Power LLC
 Spruce Mountain Wind, LLC
 SRECTrade, Inc.
 Starion Energy, Inc.
 Sterling Municipal Electric Light Dept/
 Stetson Holdings, LLC
 Stetson Wind II, LLC
 Stored Solar 3&WE, LLC
 Stowe Electric Department
 Sunwave USA Holdings, Inc.
 Sustaining Power Solutions LLC
 SWEB Development USA, LLC
 Swift River Trading Company LLC
 Talen Energy Marketing, Inc.
 Tangent Energy Solutions, Inc.
 Taunton Municipal Lighting Plant
 TCPL Power Ltd.
 TEC Energy, Inc.
 Templeton Municipal Lighting Plant
 Tenaska Power Services Co.
 Texas Retail Energy, LLC
 The Energy Consortium
 The Energy Council of Rhode Island
 Titan Gas LLC
 Town of New Shoreham, Rhode Island
 Town Square Energy, LLC
 TrailStone Power, LLC
 TransAlta Energy Marketing (U.S.) Inc.
 TransCanada Energy Ltd.
 TransCanada Power Marketing Ltd.
 Twin Eagle Resource Management, LLC
 ULI Distributed Resources, LLC
 Unica Energy, LP - Series G
 Union Atlantic Electricity, Inc.
 Union Leader Corporation
 Union of Concerned Scientists, Inc.
 Uniper Global Commodities North
 America LLC
 United Illuminating Company
 Unitil Energy Systems, Inc.
 UNTITL Power Corp.
 University of Massachusetts at Amherst
 University System of New Hampshire
 Utility Expense Reduction LLC
 Utility Services, Inc.
 VCharge, Inc.
 Verde Energy USA, Inc.
 Vermont Electric Cooperative
 Vermont Electric Power Company, Inc.
 Vermont Energy Investment Corp.
 Vermont Public Power Supply Authority
 Vermont Transco LLC
 Vermont Wind
 Verso Mine Energy, LLC
 Viridian Energy, LLC
 Vixicity Energy, Inc.
 Vital Inc.
 Wallingford Municipal Gas and Light Dept/
 Wallingford, CT, DPU, Electric Division
 Wallingford Energy II, LLC
 Waterbury Generation LLC
 Waterside Power, LLC
 Westley Municipal Light Plant
 West Boylston Municipal Lighting Plant
 Western Massachusetts Electric Co.
 d/a/a Eversource Energy



Mega Energy of New Hampshire, LLC

ATTACHMENT E

Affidavit

AFFIDAVIT

I, Frank Wanderski being duly sworn, depose and say that:

1. I am the President 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: Frank Wanderski

Title: President

Company: Mega Energy of New Hampshire, LLC

Address: 2150 Town Square Place, Suite 711, Sugar Land, TX 77479