



DM 18-195

December 21, 2018

NHPUC 31DEC'18AM11:41

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

**RE: Agera Energy LLC ("Agera") – DM 14-299 CNGS
Competitive Natural Gas Supplier ("CNGS") Renewal Application**

Dear Executive Director,

Pursuant to Admin. Rule Puc 3006.01, enclosed please find one original and two copies of Agera Energy LLC's ("Agera") Competitive Natural Gas Supplier renewal application. Also enclosed is a check in the amount of \$250 payable to NHPUC in connection with Agera's renewal application. Agera respectfully requests a waiver of the filing deadline requirements at Puc 3006.01, as we missed the initial deadline in error. Please note that we will be submitting a draft of our financial security instrument to the NHPUC staff via email for review, and will file the original with the NHPUC upon staff approval.

Should you have any questions, please contact us at (914) 205-5838 or regulatory@ageraenergy.com.
Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Geoffrey Duda'.

Geoffrey Duda, CEO

/rj

AGERA ENERGY LLC
Competitive Natural Gas Supplier Renewal Application 2018

Puc 3006.01 Form for Renewal Registration of Competitive Natural Gas Suppliers.

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

Agera Energy LLC, website: www.ageraenergy.com

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

555 Pleasantville Road, S107, Briarcliff Manor, NY 10510; Telephone: 1-844-692-4372; Website: www.ageraenergy.com

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

Delaware Limited Liability Company

(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;

Geoffrey Duda, CEO, 555 Pleasantville Road, S107, Briarcliff Manor, NY 10510, Gduda@ageraenergy.com, 1-914-236-1406

(5) The following regarding any affiliate or subsidiary of the applicant which 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 agreement(s) with any affiliated New Hampshire LDC(s);

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

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

Paula Cronin, Customer Care Manager, Customercare@ageraenergy.com, 1-844-692-4372

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

Raima Jamal, Regulatory Contact, Rjamal@ageraenergy.com, 1-914-205-5838

(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;

**Vcorp Services, LLC
2 ½ Beacon Street
Concord, NH 03301**

AGERA ENERGY LLC

Competitive Natural Gas Supplier Renewal Application 2018

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

See Exhibit 9

(10) A list of LDCs in New Hampshire through which the applicant intends to provide service. To the extent an applicant does not intend to provide service in the entire franchise area of an LDC, this list shall delineate the cities and towns where the applicant intends to provide service;

Agera operates in all service areas in New Hampshire.

(11) A description of the types of customers the applicant intends to serve; 16 Puc 3000 NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES

Agera Energy plans to serve small commercial customers, large commercial customers, and residential customers.

(12) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal 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 natural gas;

See Exhibit 12

(13) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court: a. For partnerships, any of the general partners; b. For corporations, any of the officers, directors or controlling stockholders; or c. For limited liability companies, any of the managers or members;

Agera Energy LLC, including its managers has never been convicted of any felony that has not been annulled by a court.

(14) 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;

Agera Energy LLC, including its managers has not within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation. Has not within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation. Is not currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

AGERA ENERGY LLC

Competitive Natural Gas Supplier Renewal Application 2018

(15) If an affirmative answer is given to any item in (13) or (14) above, an explanation of the event; **Not Applicable.**

(16) 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;

Agera Energy LLC will maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and 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.

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

(18) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the LDC's billing service; **See Exhibit 18**

(19) A copy of any customer contracts or representative samples of contracts the applicant intends to use; **See Exhibit 19**

(20) A statement that the CNGS has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements;

Agera Energy LLC will verify the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements

(21) A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete; and 17 Puc 3000 NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES

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

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



Geoffrey Duda, CEO

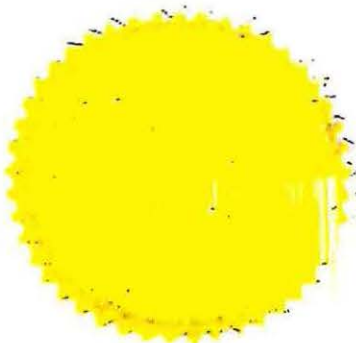
Agera Energy LLC

EXHIBIT 9

State of New Hampshire
Department of State

CERTIFICATE

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



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

William M. Gardner
Secretary of State

EXHIBIT 12

Agera Energy Gas Supply Complaints 2018

State	Owning Co.	Date of Complaint	Customer Name	Customer #	Commodity	PUC Case #	Reason for Complaint	Sales
OH	Agera	12.12.18	[REDACTED]	[REDACTED]	G	240148	ETF Complaint	Online Enrollment

EXHIBIT 18

Contact Information

Phone: 844-692-4372 (844-MY-AGERA)
Fax: 888-277-2380
Hours: 8:30am - 6pm EST
 555 Pleasantville Rd. S-107
 Briarcliff Manor, NY 10510

Payment Method: CHECK
Make Check Payable to: Agera Energy
Email: CustomerCare@AgeraEnergy.com



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

Agera Message Center

- In the event of a service outage or emergency, please contact Liberty Utilities (Granite State Electric) at (800) 375-7413.
- All meter reads on this invoice are available on your utility bill.
- Customer may file a complaint with the commission after the customer has attempted to resolve the dispute with the CEPS by calling the Public Utilities Commission, Consumer Services Division at 800-852-3793 or 800-735-2964 (TDD Access Relay NH).

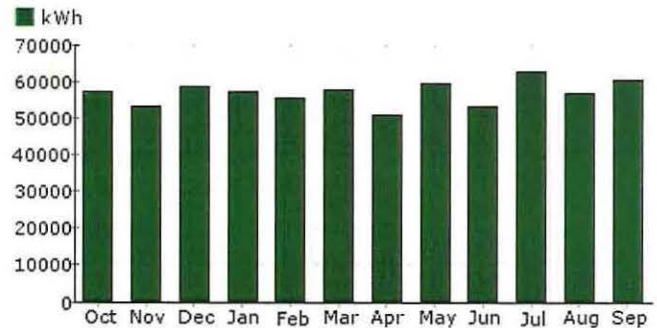
Billing Address

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Billing Summary

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

Usage Chart



Recent Account Activity

Account Balance prior to Jul 24, 2017: \$0.00

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

Outstanding Balance: \$0.00

Invoice Detail

ESIID #: 1111111111111111

Utility: Name and Number

Rate Code:

G-42

Service Period: Nov 11, 2018 to Dec 12, 2018

Billing Type:

Actual

Description

Gas Usage (thm)

Consumption

21

Rate

Charge

Tax

Total

Service Address:

[REDACTED]
[REDACTED]

Meter

Reading

[REDACTED]

[REDACTED]

Total

[REDACTED]

[REDACTED]

[REDACTED]

Account Total

[REDACTED]

\$0.00

[REDACTED]

EXHIBIT 19



Contract Prepared On Date:
[] / [] / []

Customer Enrollment - Customer Information

Legal Business Name:
[]

Mailing Address:
Street [] Unit /Apt []
City [] State [] Zip Code []

Phone Number: Area Code [] - [] - [] Ext. []
Fax Number: [] - [] - []

Contact Name: First [] Last []

Contact Title:
[]

Contact Email Address:
[]

Billing Email Address:
[]

Tax ID: [] - [] **Tax Exempt** (If selected, please include your state Tax Exempt form)

Price Plan Chosen by Customer

Agera Flex (variable rate)

Notification Preference Billing Preference *Dual Billing Only

How to Receive Notifications:

- Email
- Mail
- Fax

Billing Type:

- Consolidated
- *Dual

How to Pay Bill:

- Electronic Funds Transfer
- Credit Card
- Wire

Initials _____



Customer Enrollment - Account Information

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Initial Agera Flex Price[†]:

\$.

Unit

Term

Start Date (MM/YY):

/

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Initial Agera Flex Price[†]:

\$.

Unit

Term

Start Date (MM/YY):

/

[†]Initial rate applies for service during the first month, after this the rate will be subject to change, see section 19.

Additional Accounts Attached

Total Estimated Historical Annual Usage

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

Customer Authorization:

Signature: _____

Title: _____

Print Name: _____

Date: ____ / ____ / ____

Agera Authorization:

Signature: _____

Title: _____

Print Name: _____

Date: ____ / ____ / ____



Customer Disclosure Statement

Price Plan Chosen by Customer:

Agera Flex (variable rate)

How Price is Determined:

The initial variable rate is \$. . This rate is only valid for the first month of service.

Monthly Variable Price at the Burner Tip, for commodity supply provided under this Agreement, plus all applicable taxes. Price is subject to change on a month to month basis there is no limit to the amount the price can decrease or increase. The first months price provided in the Customer Enrollment - Account Information section is only applicable for the first month and is subject to change thereafter.

For more details See **Section 3 - Pricing, Billing, and Termination.**

Length of Agreement and End Date:

The term of this contract is months from effective date.

Process Customer May Use to Rescind Agreement Without Penalty:

Customer may rescind this Agreement by contacting the Natural Gas Utility within 7 business days of signing this Agreement.

Amount of Early Termination Fee (ETF) and Method of Calculation:

No ETF for the Agera Flex (Variable Rate) Product.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

Provisions for Renewal of the Agreement:

Agreement will renew on a month-to-month basis with a monthly variable rate methodology. For more details see **Section 2 - Term.**

Initials _____



New Hampshire Large Commercial Terms and Conditions NON DAILY FIRM NATURAL GAS

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a Competitive Natural Gas Supplier ("CNGS"), and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Distribution Center (the "LDC"). Agera is not affiliated with and does not represent the LDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LDC's delivery schedule. The LDC will continue to deliver the natural gas supplied by Agera. This contract only applies to commercial customers with non-daily read meters where supply is non interruptible. This Agreement does not apply to capacity exempt customers.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an enroll transaction to the LDC provided the LDC receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CNGS subject to the terms of this agreement. Unless otherwise agreed to, upon completion of the Initial Term, all products (NYMEX-plus, Three for All, Fixed Full Requirements and Variable) will renew on a month to month basis with a monthly variable rate methodology explained in Section 19, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be as set forth in the Customer Disclosure Statement. In the event that capacity released to Agera by an LDC is limited or reduced due to pipeline constraints and/or maintenance, Agera reserves the right to pass through to Customer all costs and expenses associated with Agera's procurement of gated gas on Customer's behalf. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges.

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

If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LDC ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LDC, terms are defined by the LDC's tariff; if billed by Agera, net terms are 10 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LDC and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera

charges due on any consolidated bill prepared by the LDC for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for natural gas supplied under this Agreement, as measured by the LDC. Under Dual Billing, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LDC responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer. Agera's price does not include other costs, including, but not limited to, the price of transmission and distribution, the system benefits charge, the stranded cost recovery charge, and taxes.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the New Hampshire Public Utilities Commission (NHPUC).

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

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

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

Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

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

8. Agera Energy: Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Agera to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Agera as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Agera agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

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

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

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

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

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

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

Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

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

17. Emergency Service. In the event of a natural gas emergency or service interruption you should immediately call your local utility and emergency personnel.

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

19. Gas (Flex) Variable Rate. Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to the amount that the price can increase or decrease.

20. Gas Fixed Price. Fixed Rate shall reflect a flat rate indicated on Page 1. This rate includes the fees associated with providing natural gas services such as commodity, capacity, storage, balancing, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LDC. Agera reserves the right to pass through to Customer on the invoice either as a separate line item or reflected as part of the price of gas, as required by law, rule, regulation, or LDC charge.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures, or if you are or become capacity exempt. In the event that your usage indicates that you belong to another rate class, or you are, or become a capacity exempt Customer Agera will notify you, your current Contract will be void, and Agera may ask you to sign a contract indicating your correct rate class. This may result in a change in price.



Contract Prepared On Date:

Contract date input fields: [] / [] / []

Customer Enrollment - Customer Information

Legal Business Name:

Legal Business Name input field

Mailing Address:

Mailing address input fields: Street, City, State, Zip Code, Unit/Apt

Phone Number:

Phone number input fields: Area Code, main number

Phone number input field: Ext.

Fax Number:

Fax number input fields: main number

Contact Name:

Contact name input field: First

Contact name input field: Last

Contact Title:

Contact title input field

Contact Email Address:

Contact email address input field

Billing Email Address:

Billing email address input field

Tax ID:

Tax ID input fields

Tax Exempt (If selected, please include your state Tax Exempt form)

Price Plan Chosen by Customer

- Fixed Full Requirements, NYMEX-plus Fixed Adder

Notification Preference, Billing Preference, *Dual Billing Only

How to Receive Notifications:

- Email, Mail, Fax

Billing Type:

- Consolidated, *Dual

How to Pay Bill:

- Electronic Funds Transfer, Credit Card, Wire

Initials

Customer Enrollment - Account Information

Account Number: **Utility:**

Service Address:
 Street Unit /Apt.
 City State Zip Code

Fixed Price: \$. **Fixed Adder:** \$. **Unit** **Term** **Start Date (MM/YY):** /

Account Number: **Utility:**

Service Address:
 Street Unit /Apt.
 City State Zip Code

Fixed Price: \$. **Fixed Adder:** \$. **Unit** **Term** **Start Date (MM/YY):** /

Additional Accounts Attached Total Estimated Historical Annual Usage

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

Customer Authorization:
 Signature: _____ Title: _____
 Print Name: _____ Date: ____ / ____ / ____

Agera Authorization:
 Signature: _____ Title: _____
 Print Name: _____ Date: ____ / ____ / ____

**Customer Disclosure Statement****Price Plan Chosen by Customer:**

Fixed Full Requirements NYMEX-plus Fixed Adder

How Price is Determined:

Fixed Full Requirements Rate of \$. per Therm/CCF for commodity supply provided under this Agreement plus all taxes.

NYMEX-plus Fixed Adder Rate shall each month reflect the NYMEX Closing Price as of 3 business days prior to the start of the month converted to the Burner Tip plus the Fixed Adder of \$. per Therm/CCF at the Burner Tip and all applicable taxes.

A Fixed Price may be modified due to a subsequent change in a law, rule, regulation, tariff or regulatory structure.

After Initial Term, all products (NYMEX-plus, Fixed Full Requirements, and Variable) will renew on a month-to-month basis with a monthly variable rate methodology or more details see Section 2 - Term.

Length of Agreement and End Date:

The term of this contract is months from effective date.

Process Customer May Use to Rescind Agreement Without Penalty:

Customer may rescind this Agreement by contacting the Natural Gas Utility within 7 business days of signing this Agreement.

Amount of Early Termination Fee (ETF) and Method of Calculation:

No ETF for Monthly Variable Rate. If Fixed Full Requirements Rate, or NYMEX-plus, Agera will calculate the ETF based on total losses and costs associated with such early termination, any loss of margin, loss or costs incurred as a result of its obtaining, terminating, establishing or reestablishing any contract, hedge or other agreement in connection with such transactions or the replacement of such transactions.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.



New Hampshire Large Commercial Terms and Conditions NON DAILY FIRM NATURAL GAS

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a Competitive Natural Gas Supplier ("CNGS"), and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Distribution Center (the "LDC"). Agera is not affiliated with and does not represent the LDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LDC's delivery schedule. The LDC will continue to deliver the natural gas supplied by Agera. This contract only applies to commercial customers with non-daily read meters where supply is non interruptible. This Agreement does not apply to capacity exempt customers.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an enroll transaction to the LDC provided the LDC receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CNGS subject to the terms of this agreement. Unless otherwise agreed to, upon completion of the Initial Term, all products (NYMEX-plus, Three for All, Fixed Full Requirements and Variable) will renew on a month to month basis with a monthly variable rate methodology explained in Section 19, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be as set forth in the Customer Disclosure Statement. In the event that capacity released to Agera by an LDC is limited or reduced due to pipeline constraints and/or maintenance, Agera reserves the right to pass through to Customer all costs and expenses associated with Agera's procurement of gated gas on Customer's behalf. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges.

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

If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LDC ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LDC, terms are defined by the LDC's tariff; if billed by Agera, net terms are 10 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LDC and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera

charges due on any consolidated bill prepared by the LDC for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for natural gas supplied under this Agreement, as measured by the LDC. Under Dual Billing, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LDC responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer. Agera's price does not include other costs, including, but not limited to, the price of transmission and distribution, the system benefits charge, the stranded cost recovery charge, and taxes.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the New Hampshire Public Utilities Commission (NHPUC).

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

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

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

Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

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

8. Agera Energy: Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Agera to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Agera as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Agera agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

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

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

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

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

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

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

Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

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

17. Emergency Service. In the event of a natural gas emergency or service interruption you should immediately call your local utility and emergency personnel.

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

19. Gas (Flex) Variable Rate. Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to the amount that the price can increase or decrease.

20. Gas Fixed Price. Fixed Rate shall reflect a flat rate indicated on Page 1. This rate includes the fees associated with providing natural gas services such as commodity, capacity, storage, balancing, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LDC. Agera reserves the right to pass through to Customer on the invoice either as a separate line item or reflected as part of the price of gas, as required by law, rule, regulation, or LDC charge.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures, or if you are or become capacity exempt. In the event that your usage indicates that you belong to another rate class, or you are, or become a capacity exempt Customer Agera will notify you, your current Contract will be void, and Agera may ask you to sign a contract indicating your correct rate class. This may result in a change in price.



Customer Enrollment Information

Contract Prepared On Date:

/ /

Customer Information

Legal Business Name:

Mailing Address:

Street Unit /Apt

City State Zip Code

Phone Number:

Area Code - - Ext.

Fax Number:

- -

Contact Name:

First Last

Contact Title:

Contact Email Address:

Billing Email Address:

Tax ID:

-

Tax Exempt (If selected, please include your state Tax Exempt form)

Price Plan Chosen by Customer

Agera Flex (variable rate)

Notification Preferences

How to Receive Notifications:

- Email
- Mail
- Fax

Billing Preference

Billing Type:

- Consolidated
- *Dual

*Dual Billing Only

How to Pay Bill:

- Electronic Funds Transfer
- Credit Card
- Wire

Initials _____



Customer Enrollment Information Cont.

Account Information

Account Number: Utility:

Service Address:
 Street Unit /Apt.
 City State Zip Code

Initial Agera Flex Price*: \$. Unit Term Start Date (MM/YY): /

Account Number: Utility:

Service Address:
 Street Unit /Apt.
 City State Zip Code

Initial Agera Flex Price*: \$. Unit Term Start Date (MM/YY): /

*Initial rate applies for service during the first month, after this the rate will be subject to change, see section 19.

Additional Accounts Attached Total Estimated Historical Annual Usage

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

Customer Authorization:

Signature: _____ Title: _____
 Print Name: _____ Date: ____ / ____ / ____

Agera Authorization:

Signature: _____ Title: _____
 Print Name: _____ Date: ____ / ____ / ____



Customer Disclosure Statement

Price Plan Chosen by Customer:

Agera Flex (variable rate)

How Price is Determined:

The initial variable rate is \$. . This rate is only valid for the first month of service.

Monthly Variable Price at the Burner Tip, for commodity supply provided under this Agreement, plus all applicable taxes. Price is subject to change on a month to month basis there is no limit to the amount the price can decrease or increase. The first months price provided in the Customer Enrollment - Account Information section is only applicable for the first month and is subject to change thereafter.

For more details See **Section 3 - Pricing, Billing, and Termination.**

Length of Agreement and End Date:

The term of this contract is months from effective date.

Process Customer May Use to Rescind Agreement Without Penalty:

Customer may rescind this Agreement by contacting the Natural Gas Utility within 7 business days of signing this Agreement.

Amount of Early Termination Fee (ETF) and Method of Calculation:

No ETF for the Agera Flex (Variable Rate) Product.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

Provisions for Renewal of the Agreement:

Agreement will renew on a month-to-month basis with a monthly variable rate methodology. For more details see **Section 2 - Term.**

Initials _____



New Hampshire Small Commercial Terms and Conditions NON DAILY FIRM NATURAL GAS

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a Competitive Natural Gas Supplier ("CNGS"), and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Distribution Center (the "LDC"). Agera is not affiliated with and does not represent the LDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LDC's delivery schedule. The LDC will continue to deliver the natural gas supplied by Agera. This contract only applies to commercial customers with non-daily read meters where supply is non interruptible. This Agreement does not apply to capacity exempt customers.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an enroll transaction to the LDC provided the LDC receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CNGS subject to the terms of this agreement. Unless otherwise agreed to, upon completion of the Initial Term, the Agreement will renew on a month to month basis with a monthly variable rate methodology explained in Section 19, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be as set forth in the Customer Disclosure Statement. In the event that capacity released to Agera by an LDC is limited or reduced due to pipeline constraints and/or maintenance, Agera reserves the right to pass through to Customer all costs and expenses associated with Agera's procurement of gated gas on Customer's behalf. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges.

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

If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LDC ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LDC, terms are defined by the LDC's tariff; if billed by Agera, net terms are 10 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LDC and a bill from Agera for energy-related costs. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LDC for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for natural gas supplied under this Agreement, as measured by the LDC. Under Dual Billing, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LDC responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customers enrolling VIA web are not eligible for dual billing.

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

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the New Hampshire Public Utilities Commission (NHPUC).

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

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

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

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera

at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customer-care@ageraenergy.com. Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

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

8. Agera Energy. Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Agera to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Agera as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Agera agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

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

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

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

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

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

15. Taxes and Laws. Except as otherwise provided in the Agreement or

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

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

17. Emergency Service. In the event of a natural gas emergency or service interruption you should immediately call your local utility and emergency personnel.

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

19. Gas Variable (Flex) Rate. Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to the amount that the price can increase or decrease.

20. Gas Fixed Price. Shall remain constant during the Initial Term. This rate includes the fees associated with providing natural gas services such as commodity, capacity, storage and balancing, transportation to the Delivery Point plus all other applicable taxes, fees, charges or assessment. Agera Reserves the right to pass on LDC charges to Customer as a separate charge.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures, or if you are or become capacity exempt. In the event that your usage indicates that you belong to another rate class, or you are, or become a capacity exempt Customer Agera will notify you, your current Contract will be void, and Agera may ask you to sign a contract indicating your correct rate class. This may result in a change in price.



Customer Enrollment Information

Contract Prepared On Date:

____ / ____ / ____

Customer Information

Legal Business Name:

Mailing Address:

Street _____ Unit /Apt _____

City _____ State _____ Zip Code _____

Phone Number:

Area Code _____ Ext. _____

____ - ____ - ____

Fax Number:

____ - ____ - ____

Contact Name:

First _____ Last _____

Contact Title:

Contact Email Address:

Billing Email Address:

Tax ID:

____ - _____

Tax Exempt (If selected, please include your state Tax Exempt form)

Price Plan Chosen by Customer

- Fixed Full Requirements
- NYMEX-plus Fixed Adder

Notification Preferences	Billing Preference	*Dual Billing Only
--------------------------	--------------------	--------------------

How to Receive Notifications:

- Email
- Mail
- Fax

Billing Type:

- Consolidated
- *Dual

How to Pay Bill:

- Electronic Funds Transfer
- Credit Card
- Wire

Initials _____



Customer Enrollment Information Cont.

Account Information

Account Number: Utility:

Service Address:

Street Unit /Apt.

City State Zip Code

Fixed Price: \$. Fixed Adder: \$. Unit Term Start Date (MM/YY): /

Account Number: Utility:

Service Address:

Street Unit /Apt.

City State Zip Code

Fixed Price: \$. Fixed Adder: \$. Unit Term Start Date (MM/YY): /

Additional Accounts Attached Total Estimated Historical Annual Usage

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

Customer Authorization:

Signature: _____ Title: _____

Print Name: _____ Date: ____ / ____ / ____

Agera Authorization:

Signature: _____ Title: _____

Print Name: _____ Date: ____ / ____ / ____



Customer Disclosure Statement

Price Plan Chosen by Customer:

Fixed Full Requirements NYMEX-plus Fixed Adder

How Price is Determined:

Fixed Full Requirements Rate of \$. per Therm/CCF for commodity supply provided under this Agreement plus all taxes.

NYMEX-plus Fixed Adder Rate shall each month reflect the NYMEX Closing Price as of 3 business days prior to the start of the month converted to the Burner Tip plus the Fixed Adder of \$. per Therm/CCF at the Burner Tip and all applicable taxes.

A Fixed Price may be modified due to a subsequent change in a law, rule, regulation, tariff or regulatory structure.

After Initial Term, all products (NYMEX-plus, Fixed Full Requirements, and Variable) will renew on a month-to-month basis with a monthly variable rate methodology or more details see Section 2 - Term.

Length of Agreement and End Date:

The term of this contract is months from effective date.

Process Customer May Use to Rescind Agreement Without Penalty:

Customer may rescind this Agreement by contacting the Natural Gas Utility within 7 business days of signing this Agreement.

Amount of Early Termination Fee (ETF) and Method of Calculation:

No ETF for Monthly Variable Rate. If Fixed Full Requirements Rate, or NYMEX-plus, Agera will calculate the ETF equal to \$50 multiplied by the month(s) and/or partial months remaining in the Term.

Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

Initials _____



New Hampshire Small Commercial Terms and Conditions NON DAILY FIRM NATURAL GAS

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a Competitive Natural Gas Supplier ("CNGS"), and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Distribution Center (the "LDC"). Agera is not affiliated with and does not represent the LDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LDC's delivery schedule. The LDC will continue to deliver the natural gas supplied by Agera. This contract only applies to commercial customers with non-daily read meters where supply is non interruptible. This Agreement does not apply to capacity exempt customers.

2. Term. The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an enroll transaction to the LDC provided the LDC receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CNGS subject to the terms of this agreement. Unless otherwise agreed to, upon completion of the Initial Term, the Agreement will renew on a month to month basis with a monthly variable rate methodology explained in Section 19, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be as set forth in the Customer Disclosure Statement. In the event that capacity released to Agera by an LDC is limited or reduced due to pipeline constraints and/or maintenance, Agera reserves the right to pass through to Customer all costs and expenses associated with Agera's procurement of gated gas on Customer's behalf. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges.

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

If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LDC ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LDC, terms are defined by the LDC's tariff; if billed by Agera, net terms are 10 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LDC and a bill from Agera for energy-related costs. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LDC for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for natural gas supplied under this Agreement, as measured by the LDC. Under Dual Billing, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LDC responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customers enrolling VIA web are not eligible for dual billing.

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

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the New Hampshire Public Utilities Commission (NHPUC).

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

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

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

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera

at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customer@ageraenergy.com. Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

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

8. Agera Energy. Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Agera to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Agera as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Agera agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

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

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

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

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

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

15. Taxes and Laws. Except as otherwise provided in the Agreement or

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

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

17. Emergency Service. In the event of a natural gas emergency or service interruption you should immediately call your local utility and emergency personnel.

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

19. Gas Variable (Flex) Rate. Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit to the amount that the price can increase or decrease.

20. Gas Fixed Price. Shall remain constant during the Initial Term. This rate includes the fees associated with providing natural gas services such as commodity, capacity, storage and balancing, transportation to the Delivery Point plus all other applicable taxes, fees, charges or assessment. Agera Reserves the right to pass on LDC charges to Customer as a separate charge.

21. Usage. You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures, or if you are or become capacity exempt. In the event that your usage indicates that you belong to another rate class, or you are, or become a capacity exempt Customer Agera will notify you, your current Contract will be void, and Agera may ask you to sign a contract indicating your correct rate class. This may result in a change in price.