



January 26, 2021

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

RE: Mega Energy of New Hampshire, LLC CEPS NH Renewal Application[Updated]

Dear Executive Director,

Mega Energy of New Hampshire, LLC ("Mega") 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 2006.01.

Mega Energy of New Hampshire, LLC is a wholly owned subsidiary of Mega Energy Holdings, LLC. Mega Energy Holdings, LLC is a member of NEPOOL and has market-based rate authority granted by FERC in Docket # ER13-1298.

Mega is submitting this application electronically to executive.director@puc.nh.gov. Please contact the undersigned with any questions or concerns regarding this submission.

Sincerely,

Barend VanderHorst

Barend VanderHorst
Chief Operations Officer
Mega Energy of New Hampshire, LLC
Phone: (281) 287-2925
Email: bvanderhorst@megaenergyllc.com



Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Commission of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	Mega Energy of New Hampshire, LLC
	Trade Name (d/b/a) (if applicable)	N/A
Puc 2006.01(b)	Business Mailing Address	2150 Town Square Place, Suite 711 Sugar Land, TX 77479
	Telephone Number	281-287-2900
	E-Mail Address	info@megaenergyllc.com
	Website Address	www.megaenergyllc.com
	Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.
Puc 2006.01(d)	Provide 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) ¹ if it is anything other than an individual. Use additional sheets as needed.	
	Name	Javed Meghani
	Title	CEO
	Business Mailing Address	2150 Town Square Place, Suite 711 Sugar Land, TX 77479
	Telephone Number	281-287-2900
	E-Mail Address	jmeghani@megaenergyllc.com
	Name	Barend VanderHorst
	Title	Chief Operations Officer
	Business Mailing Address	2150 Town Square Place, Suite 711 Sugar Land, TX 77479
	Telephone Number	281-287-2925
	Email Address	bvanderhorst@megaenergyllc.com
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	E-Mail Address	

¹ "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



Affiliates and Subsidiaries	
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.
	Name of Entity
	N/A
	Business Address
	Telephone Number
	- -
	Provide a description of the business purpose of the entity.
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.
Name of Entity	
N/A	
Business Address	
Telephone Number	
- -	
Provide a description of the business purpose of the entity.	
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.	

² "Affiliate" means any of the following:

- (a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- (b) Any person or entity that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;
- (c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- (d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.



Customer Service Department Contact		
Puc 2006.01(f)	Name	Fa'Lena Gary
	Title	Operation Manager
	Toll-Free Telephone Number (if available)	855-810-6342
	Telephone Number	281-287-2903
	E-Mail Address	fgary@megaenergyllc.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Fa'Lena Gary
	Title	Operation Manager
	Business Mailing Address	2150 Town Square Place, Suite 711
		Sugar Land, TX 77479
	Telephone Number	281-287-2903
	E-Mail Address	fgary@megaenergyllc.com

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Ken Armand
	Title	Controller
	Business Mailing Address	2150 Town Square Place, Suite 711
		Sugar Land, TX 77479
	Telephone Number	281-287-2906
	E-Mail Address	karmand@megaenergyllc.com

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Tamra O'Brien
	Title	Staff Accountant
	Business Mailing Address	2150 Town Square Place, Suite 711
		Sugar Land, TX 77479
	Telephone Number	281-287-2933
	E-Mail Address	tobrien@megaenergyllc.com



Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	<p>Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:</p> <p>(1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or</p> <p>(2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.</p>
Puc 2006.01(i)	<p>Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:</p> <p>(1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or</p> <p>(2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.</p>
Puc 2006.01(j)	<p>Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.</p>
Puc 2006.01(k)	<p>Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.</p>

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	<p>List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.</p> <p>MEGA OPERATES IN PSNH EVERSOURCE AND INTENDS TO ONLY OPERATE IN PSNH EVERSOURCE IN THE FUTURE.</p>
Puc 2006.01(m)	<p>Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.</p> <p>MEGA INTENDS TO SERVE ALL CUSTOMER CLASSES LISTED ABOVE.</p>
Puc 2006.01(n)	<p>List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.</p> <p>CONNECTICUT, ILLINOIS, MASSACHUSETTS, MAINE, NEW HAMPSHIRE, OHIO, AND TEXAS</p>



Customer Complaints	
Puc 2006.01(a)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

(enter applicable states/jurisdictions in row just below)											Total
Complaint Type											
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0



Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	YES
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	YES
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	YES
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	YES
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	YES

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	



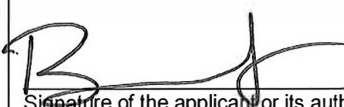
Sample Bill Form	
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No." Yes
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.

Residential and Small Commercial Customer Contracts	
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No." YES
If the response to the question above is "Yes," then provide the following item as a separate attachment:	
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.

File Financial Security Instrument	
Refer to Puc 2003.03 for the financial security requirements.	
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.	

Submit Application Fee (For Initial Applications Only)	
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.
Note that there is no fee for a renewal application.	

Expected Marketing Start Date	
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire. 2013
Date	

Attestation and Signature	
Puc 2006.01(y) and (z)	BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.
<div style="display: flex; justify-content: space-between;"><div> Signature of the applicant or its authorized representative Name: <u>Barad Vannor-Horst</u> Title: <u>COO</u></div><div>January 26, 2021 Date</div></div>	

Filing Instructions	
1) Mail an original and two paper copies of this form and all separate attachments to: Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301	
2) E-mail a PDF of this form and all separate attachments to: Executive.Director@puc.nh.gov	

Mega Energy of New Hampshire, LLC NH CEPS Renewal Application Attachments

Attachment 1	PUC 2006.01(h) – Evidence of Authorization to do business in NH
Attachment 2	PUC 2006.01(i) – Operating Names in NH
Attachment 3	PUC 2006.01(j) – Market participation in ISO New England
Attachment 4	PUC 2006.01(k) – EDI Certification
Attachment 5	PUC 2006.01(o) – Customer Complaints
Attachment 6	PUC 2006.01(q) – Response to PUC 2006.01(p)(5)
Attachment 7	PUC 2006.01(w) – Residential Contract Package
Attachment 8	PUC 2006.01(w) – Small Commercial Contract Package
Attachment 9	PUC 2006.01(b)(2) – Letter of Financial Security

Attachment 1 PUC 2006.01(h)

Please see below for evidence of Mega Energy of New Hampshire, LLC's authorization to do business in New Hampshire from the New Hampshire Secretary of State:

NEW HAMPSHIRE DEPARTMENT OF STATE		SECRETARY OF STATE WILLIAM M. GARDNER	
			
Back to Home			
Business Information			
Business Details			
Business Name: MEGA ENERGY OF NEW HAMPSHIRE, LLC		Business ID: 690544	
Business Type: Foreign Limited Liability Company		Business Status: Good Standing	
Business Creation Date: 04/22/2013		Name in State of Formation: MEGA ENERGY OF NEW HAMPSHIRE, LLC	
Date of Formation in Jurisdiction: 04/22/2013			
Principal Office Address: 2150 Town Square Place Suite 711, Sugar Land, TX, 77479, USA		Mailing Address: 2150 Town Square Place Suite 711, Sugar Land, TX, 77479, USA	
Citizenship / State of Formation: Foreign/Texas		Last Annual Report Year: 2020	
		Next Report Year: 2021	
Duration: Perpetual			
Business Email: karmand@megaenergyllc.com		Phone #: 713-590-3346	
Notification Email: karmand@megaenergyllc.com		Fiscal Year End Date: NONE	
Principal Purpose			
S.No	NAICS Code	NAICS Subcode	
1	OTHER / Electric Service.		
Page 1 of 1, records 1 to 1 of 1			
Principals Information			
Name/Title		Business Address	
Ken Armand / Manager		2150 Town Square Place Suite 711, Sugar Land, TX, 77479, USA	
Javed Meghani / Member		2150 Town Square Place Suite 711, Sugar Land, TX, 77479, USA	
Page 1 of 1, records 1 to 2 of 2			
Registered Agent Information			
Name: Capitol Corporate Services, Inc.			
Registered Office Address: 1 Old Loudon Road, Concord, NH, 03301, USA			
Registered Mailing Address: 1 Old Loudon Road, Concord, NH, 03301, USA			
Trade Name Information			
No Trade Name(s) associated to this business.			
Trade Name Owned By			
No Records to View.			
Trademark Information			
Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			
Filing History Address History View All Other Addresses Name History Shares Businesses Linked to Registered Agent Return to Search Back			

Attachment 2 PUC 2006.01(i)

Mega Energy of New Hampshire, LLC is not operating under a separate trade name and therefore, this section is not applicable.

Mega Energy of New Hampshire, LLC is a wholly owned subsidiary of Mega Energy Holdings, LLC. Please see below for evidence of Mega Energy Holdings, LLC's ISO New England market participant membership (highlighted in yellow):

[illegible]

12/1/2020

NEPOOL: Current Members

Choice Energy LLC
Cintra Energy, LLC
Citigroup Energy Inc.
CleanChoice Energy, Inc.
CLEAResult Consulting Inc.
Clearview Electric Inc.
Clearway Power Marketing LLC
Commonwealth of Massachusetts
(D.v. of Capital Asset Management)
Commonwealth Resource Management
Corporation
Community Eco Power, LLC
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
Conn. Materials Innovations & Recycling
Authority
Conn. Municipal Electric Energy Coop.
Conn. Office of Consumer Counsel
Conn. Transmission Municipal Electric
Energy Coop.
Conservation Law Foundation
Consolidated Edison Co. of NY, Inc.
Consolidated Edison Development, Inc.
Consolidated Edison Energy, Inc.
Consolidated Edison Solutions, Inc.
Constellation NewEnergy, Inc.
Convergent Energy and Power LP
Coastal Energy Marketing, LLC
CPV Tarrant, LLC
Crocket Valley Energy Center, LLC
Cross-Sound Cable Company, LLC
CS Berlin Ops, Inc.
CWP Energy Inc.
Cypress Creek Renewables, LLC

Garland Power Company
Gas Recovery Systems, LLC
GBE Power Inc.
GenBright, LLC
GenCom Energy LLC
GenOn Canal LLC
GenOn Energy Management, LLC
Georges River Energy, LLC
Georgetown Municipal Light Dept
Granite Renewable Power, LLC
Gravity Renewables Inc.
Great American Gas & Electric, LLC
Great American Power, LLC
Great Bay Power Marketing, Inc.
Great River Hydro, LLC
Green Barkshires, Inc.
Green Development, LLC d/b/a Wind
Energy Development, LLC
Green Mountain Energy Company
Green Mountain Power
Green Power USA, LLC
Grid Power Direct, LLC
Groton Electric Light Department
Group88, LLC
Groveland Electric Light Department

Mass. Municipal Wholesale Electric Co.
Mass. Port Authority
MATEP LLC
McQuinn Enterprises 1 LP
Mega Energy Holdings, LLC
Meridian Energy America, LLC
Merrell Lynch Commodities, Inc.
Narrimac Municipal Light Department
Nassau/Sket Stream Hydro, LLC
Nasser Energy Services, Inc.
MidAmerican Energy Services, LLC
Middleborough Gas and Electric Dept
Middletown Municipal Electric Dept
Middletown Power LLC
Millennium Power Partners, LP
Monbile Power LLC
Moore Company, The
Moore Energy LLC
Morgan Stanley Capital Group, Inc.
MP2 Energy LLC
MP2 Energy NE LLC
MPower Energy LLC

Rhode Island Engine Genco, LLC
Rhode Island State Energy Center, LP
Rocky Gorge Corporation
RocTop Investments Inc.
Rodan Energy Solutions (USA) Inc.
Roseau Generating, LLC
Rumsey Municipal Light Plant
RoxWind LLC
RPA Energy Inc. d/b/a
Green Choice Energy
Rubicon NYP Corp.
Russell Municipal Light Department

Vineyard Wind LLC
Vindian Energy, LLC
Vindity Energy Solutions, Inc.
Vitol Inc.
Wakefield Municipal Gas & Light Dept
Wallingford, CT, DPJ, Electric Division
Warebury Generation LLC
Waterside Power, LLC
WATTIFI INC.
Waiver Wind, LLC
Wellesley Municipal Light Plant
West Boylston Municipal Lighting Plant
Westfield Gas & Electric Light Dept
Wheelabrator Bridgeport, LP
Wheelabrator North Andover, Inc.
WM Renewable Energy, LLC
Worcester Municipal Electric Dept
Wolverine Holdings, LP
Woods Hill Solar, LLC
XOOM Energy LLC
Yellow Jacket Energy, LLC
Yes Energy, LLC
Z-TECH, LLC

Content copyright 2020. NEPOOL.COM. All rights reserved.



Attachment 4

PUC 2006.01(k)

Please see below for EDI certification from PSNH (Eversource), the only utility Mega Energy of New Hampshire, LLC operates in at this time.



Public Service
of New Hampshire

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

Public Service Company of New Hampshire
P.O. Box 329
Manchester, NH 03103-0329
(603) 669-4000
www.psnh.com

The Northern Utilities System

Date 12/06/13

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

Dear Mary,

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

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

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

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

Sincerely,

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

Aaron Downing
PSNH Supplier Services

Public Service of New Hampshire
Certificate of Completion

is hereby granted to:

Mega Energy of New Hampshire, LLC

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing

Granted: 12/06/13

9

Aaron Downing
PSNH Supplier Services

Attachment 5 Customer Complaints

The most recent 2 calendar years number and type of customer complaints by state are shown below:

Complaint Type	CT	IL	MA	NH	OH	TX	Total
Contracts/ Billing	0	4	2	0	0	46	52
Customer Service	0	1	1	0	1	10	13
Sales/ Marketing	3	48	15	3	13	8	90

Attachment 6**Response to PUC 2006.01(p)(5)**

In early 2020, the Maryland PSC denied the electricity supplier application of Mega Energy of New Hampshire, LLC's affiliate, Mega Energy of Maryland, LLC, due to the informal customer complaints in other states. The PSC Staff cited one informal complaint in CT, 44 inquiries in IL, 21 in MA, 5 in NH, 20 in OH, and 38 in TX. Since mid-2019, Mega Energy has reformed internal procedures related to inbound/ outbound telemarketing vendor selection and to inbound customer inquiries. As a result of these improvements, Mega Energy has materially reduced improved informal sales & marketing complaints statistics and the speed at which we respond to Staff inquiries and the quality and completeness of said responses. Mega Energy takes pride in offering the best possible service to our customers and we review each and every complaint in efforts to continually improve our operations. Mega Energy plans to re-submit a Maryland power license application in the first half of 2021.

Attachment 7

PUC 2006.01(w) – Residential Contract Package



ELECTRICITY SERVICE AGREEMENT

RENEWAL ☐

SELECT CONTRACT TYPE

Contract Date: _____

RESI ☐

CUSTOMER INFORMATION

Name/Company: _____ DBA (if applicable): _____

Legal Address: _____

Tax ID/EIN or SSN: _____ Broker Name: _____

Primary Contact Name: _____ Secondary Contact Name: _____

Phone #: _____ Phone #: _____

Title: _____ Title: _____

Critical Care: ☐ Utility: _____

BILLING INFORMATION

Billing Name: _____

Billing Address: _____

Phone #: _____ Delivery Preference: US Mail

Email: _____ Invoice Type: Utility Consolidated Billing

RATE PLAN DETAILS/INFORMATION

Product Name: Fixed Rate - Unbundled Contract Term (Months): _____

Contract Rate (\$/kWh): _____ Deposit Required: _____

SERVICE INFORMATION

Delivery Period: Service will be provided on a per meter basis according to the start and end dates captured on the Meter Detail page. Because your utility has the sole discretion and authority to change meter read schedules, we cannot warrant or guarantee service will begin for each meter's Expected Start Date.

AUTHORIZATION / ACKNOWLEDGEMENTS

ACCEPTANCE: By my signature below, I am authorizing Mega Energy (herein referred to as "Mega" or "Seller") to complete the tasks necessary to become my Retail Electric Provider ("REP"). I acknowledge that I have received, read, and understand this Service Agreement, the Terms of Service, and any state-specific informational documents, including any Addendum(s), collectively the "Agreement", for the Product(s) being enrolled herein, and hereby agree to be obligated by the terms and conditions set forth within. I am at least eighteen years of age and legally authorized to select and change retail electric providers for the service meter addresses contained within this document. I understand that I personally and unconditionally guarantee any amounts owed to Mega Energy under this agreement. I understand that I may be asked to pay a deposit if I cannot demonstrate satisfactory credit as outlined in the Terms of Service. I understand that if I cancel this agreement prior to the contractual obligation, I will be assessed and required to pay an Early Termination Fee ("ETF") in accordance with the terms of this Agreement. **THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.**

***CONTRACT ACCEPTANCE SUBJECT TO MARKET CONDITIONS AND APPROVAL BY SELLER**

AUTHORIZED CUSTOMER REPRESENTATIVE:

Printed Name: _____

Title: _____

Date: _____

Signature: _____

AUTHORIZED MEGA REPRESENTATIVE:

Printed Name: _____

Title: _____

Date: _____

Signature: _____



Residential and Small Commercial Terms of Service

Mega Energy of New Hampshire, LLC ("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, (ii) your Contract Disclosure Summary and (iii) 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 and Term: You agree to the rate and term specified in your Contract Disclosure Summary beginning with the first meter read date following the transfer of service by your utility. This price does not include any applicable taxes. 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. The rate may change during the agreed term if a.) new or modified usage fees and costs are imposed by your EDC or the regional

Independent System Operator ("ISO"), b.) cost changes to ISO administered capacity markets or market design, or c.) cost changes resulting

from federal, state, and local laws. You understand that these limited circumstances and associated price changes are beyond our control. As such, you will allow us to pass through the economic effects to you at cost and without markup. We will use reasonable methods to provide advance notice to you.

A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your Term. The expiration notice will explain your options for renewing your Agreement with Mega Energy. If you do not choose another option at least 3 business days prior to the last meter read date of the Initial Term, upon the contract's expiration, you will automatically continue to be served by Mega Energy pursuant to a variable rate plan on a month-to-month basis unless you select another product or electric supplier.

The price you pay under the variable rate plan shall be adjustable each month at Mega Energy's reasonable discretion based upon then-applicable market price related factors which include, but are not limited to, costs for electricity, ancillary services and capacity costs, plus Mega Energy's costs, expenses and margins. The variable rate plan will automatically renew for successive one (1) month periods 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.

RIGHT TO RESCIND: Residential and small commercial customers have the right to rescind this Agreement without penalty within 5 business days from the date you receive this agreement electronically; within 6 business days from the postmarked date of this agreement if sent by first class U.S. Mail, or within 10 business days from the date you receive the agreement electronically if enrollment took place in person at your residence, or within 11 business days from the



Residential and Small Commercial Terms of Service

postmarked date of this agreement if sent by first class U.S. mail and if enrollment took place in person at your residence ("Rescission Period"). To rescind this Agreement, contact us by phone at 1-855810-6342 or by email at info@megaenergyllc.com or by mail at Mega Energy, 2150 Town Square Place., Suite 711, Sugar Land, TX 77479. Any cancellation after the Rescission Period shall be subject to the "Cancellation/Termination" provisions.

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 if 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:

<https://www.puc.nh.gov/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. Payments are due on the date determined by your local Utility and stated on your local Utility bill. Bills not paid by their due date are subject to a late payment fee. 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 or your local Utility at the contact information provided below, or contract with an aggregator granted agency authority or contract with a new CEPS for electricity supply. Residential and small commercial customers have the right to change CEPS at any time with no advance notice requirement, subject to the payment of termination fees as described 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 as indicated in Early Termination Fee of your Contract Disclosure Summary. If you are not a residential customer, the cost recovery fee will be an amount calculated, in our reasonable discretion, as the product of (i) unconsumed electric energy for the balance of your Term based on historical usage and (ii) the price per



Residential and Small Commercial Terms of Service

kWh agreed to and set forth on the Contract Disclosure Summary. 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 or if you have questions about your rights and responsibilities, 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 and accepting the terms of service you affirmatively consent

to the Utility sharing billing and payment information with us, including any participation in budget billing or extended payment arrangements. 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 release information to any unaffiliated third party without your consent unless, except as otherwise permitted under PUC 2004.19 or if 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/electricassistanceprogram.htm> or by calling the PUC at 1-800-852-3793. For information regarding eligibility and how to apply, contact your local electric company or the NHPUC at 1-800-852-3793.

The following are community action agencies available to low income customers for bill payment assistance:



Residential and Small Commercial Terms of Service

Belknap and Merrimack Counties:
Community Action Program Belknap-
Merrimack Counties, Inc.
PO Box 1016,
2 Industrial Park Drive
Concord, NH 03302 Phone: (603) 225-3295
www.bm-cap.org

Rockingham County:
Rockingham Community Action
4 Cutts Street
Portsmouth, NH 03801
Phone: (603) 431-2911
www.rcaction.org

Hillsborough County:
Southern New Hampshire Services, Inc. 40
Pine Street
Manchester, NH 03103
Phone: (603) 668-8010
www.snhs.org

Cheshire & Sullivan Counties:
Southwestern Community Services
Cheshire County:
63 Community Way
PO Box 603 Keene, NH 03431
Phone: (603) 352-7512

Sullivan County:
96-102 Main Street
PO Box 1338 Claremont NH 03743 Phone:
(603) 542-9528
www.scshehelps.org

Coos, Carroll and Grafton Counties:
Tri-County Community Action Program 30
Exchange Street
Berlin, NH 03570
Phone: (603) 752-7100
www.tccap.org

Stafford County:

Stafford County Community Action Committee
30 Saint Thomas St
Dover, NH 03820
Phone: (603) 749-1334
Financial assistance program information can
be obtained by contacting the appropriate
agency. You may also refer to the NHPUC's
Consumer Services Division page located at:
[http://www.puc.nh.gov/Consumer/consumer.h](http://www.puc.nh.gov/Consumer/consumer.htm)
tm. Additionally, you may visit the Office of
Consumer Advocate Assistance Program page
located at:
www.oca.nh.gov/assistanceprograms.htm.
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

Preferred Method of Communication:
Customers must specify their preferred means of
communication for receiving required notices
and contract documents from Mega Energy. The
options to choose are 1) email, and 2) U.S. Mail.
Please confirm your choice by contacting Mega
Energy (see contact information below).

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,



Residential and Small Commercial Terms of Service

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, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Mega. Mega may, without your consent, (1) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (2) transfer or assign this Agreement to an affiliate of Mega; (3) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets or ownership interests of Mega; and/or (4) transfer or assign this Agreement to a certified or licensed retail electricity supplier (collectively referred to as an "Assignment"). In the case of (2), (3) or (4), upon Mega's request, any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer also agrees that Mega shall have no further obligations hereunder except to the extent otherwise expressly required by applicable law. If any applicable laws or rules require your consent with regard to an Assignment, you hereby provide your consent (and waive all such further consent rights), in

exchange for the service to be provided hereunder, except to the extent such consent is not waivable pursuant to applicable law. In connection with any such assignment, Mega shall provide you with notice to the extent required by applicable law or regulation. In the event any other provision of this Agreement shall be deemed to prohibit or otherwise restrict our ability to do an Assignment, this provision shall control except as prohibited by law.

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



Residential and Small Commercial Terms of Service

amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective.

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

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

Do Not Call: Customer may sign up for the Federal Trade Commission's National Do Not Call Registry either by telephone at 1-888382-1222 or via the internet at <http://www.donotcall.gov>

Contact Information:

Mega Energy of New Hampshire, LLC
Direct: 281-287-2900
Toll Free: 1-855-810-6342
Fax: 281-287-2902
(M – F 8:00 am to 5:30 pm EST)
Website: www.megaenergyllc.com
E-mail address: info@megaenergyllc.com

Mailing address:

Mega Energy of New Hampshire, LLC
2150 Town Square Place Ste 711
Sugar Land, TX 77479

Outages & Emergencies:

Eversource
1-800-662-7764
1-800-346-9994 (TTY/TDD)

Public Utilities Commission

Customer Service:

Direct: 603-271-2431
Toll-free: 1-800-852-3793
(M – F 8:00am to 4:30pm)
Website: <http://www.puc.state.nh.us/ConsumerAffairsForms/complaintfrm.aspx>

Mailing Address:

Consumer Affairs Division
21 South Fruit Street, Suite 10
Concord, NH 03301-2429



MEGA ENERGY OF NEW HAMPSHIRE, LLC

NH RESIDENTIAL CONTRACT DISCLOSURE SUMMARY

You have purchased an electric supply product from Mega Energy of New Hampshire, LLC. Your electric utility will continue to deliver the electricity you use to your home.

Product Name	Fixed Price Electricity Supply		
Length of the Agreement	months		
Fixed per kWh Price	\$ per kWh		
Calculation of Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.		
Fixed Price Residential Customers who use	500 kWh of electricity	1,000 kWh of electricity	1,500 kWh of electricity
Will Pay	\$	\$	\$
Environmental Characteristics	This product includes the minimum required percentage of renewable energy.		
Early Termination Fee	Yes – If you terminate this Agreement after the Rescission Period but before the end of the contract term, you will be charged a \$50 cost recovery fee.		
Late Payment Fee	Bills not paid by their due date are subject to a late payment fee. Please consult your Utility's tariffs for information regarding late fees on delinquent payments.		
Renewal Terms	A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your Term. The expiration notice will explain your options for renewing your Agreement with Mega Energy. If you do not choose another option at least 3 business days prior to the last meter date of the Initial Term, upon the contract's expiration, you will automatically continue to be served by Mega Energy pursuant to a variable rate plan on a month-to-month basis unless you select another product or electric supplier.		
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		

New Hampshire Environmental Disclosure Label

September 2020

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling Mega Energy, your electric utility, or by contacting the New Hampshire Public Utilities Commission (www.puc.state.nh.us).

Mega Energy of New Hampshire, LLC

This fact sheet provides consumer information about the power sources and air emissions of service provided by the electricity supplier.

<u>Power Sources</u> <i>(April 1, 2019 - March 31, 2020)</i> <i>The supplier projects providing electricity with the following resources:</i>			<u>Air Emissions</u> <i>(April 1, 2019 - March 31, 2020)</i> <i>This table compares air emissions from this supplier's electricity mix to average emssion levels from all New England power sources.</i>	
Power Sources	Supplier's Mix	New England Mix	Suppliers Mix (lbs/MWh)	
Air-source heat pump	0.09%	0.09%	Carbon Dioxide (CO2)	760.621 This is equal to the New England Average
Biogas	0.01%	0.01%		
Biomass	2.28%	2.28%		
Coal	0.74%	0.74%	Nitrogen Oxide (Nox)	0.819 This is equal to the NewEngland Average
Diesel	0.53%	0.53%		
Digester gas	0.09%	0.09%		
Efficient Resource (Maine)	0.16%	0.16%	Sulfur Dioxide (SO2)	0.555 This is equal to the NewEngland Average
Energy Storage	0.02%	0.02%		
Fuel cell	0.37%	0.37%		
Geothermal	0.00%	0.00%	<i>Notes: lbs/MWh = pounds per Megawatt-hour 1 Megawatt-hour = 1,000 kilowatt-hours</i>	
Ground- and Water-source heat pump	0.07%	0.07%		
Hydroelectric/Hydropower	7.61%	7.61%		
Hydrokinetic	0.00%	0.00%		
Jet	0.01%	0.01%		
Landfill gas	0.53%	0.53%		
Liquid biofuels	0.45%	0.45%		
Municipal solid waste	0.69%	0.69%		
Natural Gas	42.98%	42.98%		
Nuclear	27.33%	27.33%		
Oil	5.05%	5.05%		
Solar Photovoltaic	4.00%	4.00%		
Solar Thermal	0.02%	0.02%		
Trash-to-energy	2.46%	2.46%		
Wind	3.34%	3.34%		
Wood	1.13%	1.13%		
TOTAL	100%	100%		

Additional Information and Required Notes:

Notes: **Power Sources** – New Hampshire law requires retail electricity providers to periodically provide information to their customers on the mix of power sources used by the provider to serve their New Hampshire customers' load.

Emissions – Carbon Dioxide (CO₂) is released when certain fuels are burned. It is considered a greenhouse gas and a major contributor to global warming. Nitrogen Oxides (NO_x) form when certain fuels are burned at high temperatures. They are considered contributors to acid rain and ground-level ozone (or smog). Sulfur Dioxide (SO₂) is formed when fuels containing sulfur are burned. Major health effects associated with SO₂ include asthma, respiratory illness and aggravation of existing cardiovascular disease. The production of electricity can produce other harmful emissions and have other environmental impacts. Environmental impacts differ among individual power plants.

If you have questions or need further explanation, please contact, Mega Energy of New England, LLC at 1-855-810-6342 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793. Additional information can also be found at <http://www.puc.state.nh.us>.

Attachment 8

PUC 2006.01(w) – Small Commercial Contract Package



ELECTRICITY SERVICE AGREEMENT

RENEWAL ☐

SELECT CONTRACT TYPE

COMM ☐

Contract Date: _____

CUSTOMER INFORMATION

Name/Company: _____ DBA (if applicable): _____

Business Address: _____

Tax ID/EIN or SSN: _____ Broker Name: _____

Primary Contact Name: _____ Secondary Contact Name: _____

Phone#: _____ Phone#: _____

Title: _____ Title: _____

Critical Care: ☐ Utility: _____

BILLING INFORMATION

Billing Name: _____

Billing Address: _____

Phone#: _____ Delivery Preference: US MailEmail: _____ Invoice Type: Utility Consolidated Billing

PRODUCT INFORMATION

Product Name: Fixed Contract Term (Months): _____

Contract Rate(\$/kWh): _____ Deposit Required: _____

CONTRACT RATE DETAIL (includes the following cost components)

Energy, ancillary services, congestion, losses, capacity, reliability must run, winter reliability, and renewable energy credits to meet any state renewable portfolio standards.

CONTRACT RATE DOES NOT INCLUDE THE FOLLOWING COST COMPONENTS (passed through without markup)

Utility Delivery Charges and applicable taxes.

SERVICE INFORMATION

Delivery Period: Service will be provided on a per meter basis according to the customer information on the Meter Details page. Because your utility has the sole discretion and authority to change meter read schedules, we cannot warrant or guarantee service will begin for each meter's Expected Start Date.

AUTHORIZATION / ACKNOWLEDGEMENTS

ACCEPTANCE: By my signature below, I am authorizing Mega Energy (herein referred to as "Mega" or "Seller") to complete the tasks necessary to become my Retail Electric Provider ("REP"). I acknowledge that I have received, read, and understand this Service Agreement, the Terms of Service, and any state-specific informational documents, including any Addendum(s), collectively the "Agreement", for the Product(s) being enrolled herein, and hereby agree to be obligated by the terms and conditions set forth within. I am at least eighteen years of age and legally authorized to select and change retail electric providers for the service meter addresses contained within this document. I understand that I personally and unconditionally guarantee any amounts owed to Mega Energy under this agreement. I understand that I may be asked to pay a deposit if I cannot demonstrate satisfactory credit as outlined in the Terms of Service. I understand that if I cancel this agreement prior to the contractual obligation, I will be assessed and required to pay an Early Termination Fee ("ETF") in accordance with the terms of this Agreement.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.

*CONTRACT ACCEPTANCE SUBJECT TO MARKET CONDITIONS AND APPROVAL BY SELLER

AUTHORIZED CUSTOMER REPRESENTATIVE:

Printed Name: _____

Title: _____

Date: _____

Signature: _____

AUTHORIZED MEGA REPRESENTATIVE:

Printed Name: _____

Title: _____

Date: _____

Signature: _____



Residential and Small Commercial Terms of Service

Mega Energy of New Hampshire, LLC ("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, (ii) your Contract Disclosure Summary and (iii) 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 and Term: You agree to the rate and term specified in your Contract Disclosure Summary beginning with the first meter read date following the transfer of service by your utility. This price does not include any applicable taxes. 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. The rate may change during the agreed term if a.) new or modified usage fees and costs are imposed by your EDC or the regional Independent System Operator ("ISO"), b.) cost changes to ISO administered capacity markets or market design, or c.) cost changes resulting

from federal, state, and local laws. You understand that these limited circumstances and associated price changes are beyond our control. As such, you will allow us to pass through the economic effects to you at cost and without markup. We will use reasonable methods to provide advance notice to you.

A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your Term. The expiration notice will explain your options for renewing your Agreement with Mega Energy. If you do not choose another option at least 3 business days prior to the last meter read date of the Initial Term, upon the contract's expiration, you will automatically continue to be served by Mega Energy pursuant to a variable rate plan on a month-to-month basis unless you select another product or electric supplier.

The price you pay under the variable rate plan shall be adjustable each month at Mega Energy's reasonable discretion based upon then-applicable market price related factors which include, but are not limited to, costs for electricity, ancillary services and capacity costs, plus Mega Energy's costs, expenses and margins. The variable rate plan will automatically renew for successive one (1) month periods 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.

RIGHT TO RESCIND: Residential and small commercial customers have the right to rescind this Agreement without penalty within 5 business days from the date you receive this agreement electronically; within 6 business days from the postmarked date of this agreement if sent by first class U.S. Mail, or within 10 business days from the date you receive the agreement electronically if enrollment took place in person at your residence, or within 11 business days from the



Residential and Small Commercial Terms of Service

postmarked date of this agreement if sent by first class U.S. mail and if enrollment took place in person at your residence (“Rescission Period”). To rescind this Agreement, contact us by phone at 1-855-810-6342 or by email at info@megaenergyllc.com or by mail at Mega Energy, 2150 Town Square Place., Suite 711, Sugar Land, TX 77479. Any cancellation after the Rescission Period shall be subject to the “Cancellation/Termination” provisions.

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 if 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:
<https://www.puc.nh.gov/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. Payments are due on the date determined by your local Utility and stated on your local Utility bill. Bills not paid by their due date are subject to a late payment fee. 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 or your local Utility at the contact information provided below, or contract with an aggregator granted agency authority or contract with a new CEPS for electricity supply. Residential and small commercial customers have the right to change CEPS at any time with no advance notice requirement, subject to the payment of termination fees as described 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 but prior to the end of the Term, Mega Energy may charge you a cost recovery fee as indicated in your Contract Disclosure Summary. If you are not a residential customer, the cost recovery fee will be an amount calculated, in our reasonable discretion, as the product of (i) unconsumed electric energy for the balance of your Term based on historical usage and (ii) the price per kWh agreed to and set forth on the Contract Disclosure Summary.



Residential and Small Commercial Terms of Service

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 or if you have questions about your rights and responsibilities, 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 and accepting the terms of service you affirmatively consent

to the Utility sharing billing and payment information with us, including any participation in budget billing or extended payment arrangements. 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 release information to any unaffiliated third party without your consent unless, except as otherwise permitted under PUC 2004.19 or if 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/electricassistanceprogram.htm> or by calling the PUC at 1-800-852-3793. For information regarding eligibility and how to apply, contact your local electric company or the NHPUC at 1-800-852-3793.

The following are community action agencies available to low income customers for bill payment assistance:



Residential and Small Commercial Terms of Service

Belknap and Merrimack Counties:
Community Action Program Belknap-
Merrimack Counties, Inc.
PO Box 1016,
2 Industrial Park Drive
Concord, NH 03302 Phone: (603) 225-3295
www.bm-cap.org

Rockingham County:
Rockingham Community Action
4 Cutts Street
Portsmouth, NH 03801
Phone: (603) 431-2911
www.rcaction.org

Hillsborough County:
Southern New Hampshire Services, Inc. 40
Pine Street
Manchester, NH 03103
Phone: (603) 668-8010
www.snhs.org

Cheshire & Sullivan Counties:
Southwestern Community Services
Cheshire County:
63 Community Way
PO Box 603 Keene, NH 03431
Phone: (603) 352-7512

Sullivan County:
96-102 Main Street
PO Box 1338 Claremont NH 03743 Phone:
(603) 542-9528
www.scshehelps.org

Coos, Carroll and Grafton Counties:
Tri-County Community Action Program 30
Exchange Street
Berlin, NH 03570
Phone: (603) 752-7100
www.tccap.org

Stafford County:

Stafford County Community Action Committee
30 Saint Thomas St
Dover, NH 03820
Phone: (603) 749-1334
Financial assistance program information can
be obtained by contacting the appropriate
agency. You may also refer to the NHPUC's
Consumer Services Division page located at:
[http://www.puc.nh.gov/Consumer/consumer.h](http://www.puc.nh.gov/Consumer/consumer.htm)
tm. Additionally, you may visit the Office of
Consumer Advocate Assistance Program page
located at:
www.oca.nh.gov/assistanceprograms.htm.
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

Preferred Method of Communication:
Customers must specify their preferred means of
communication for receiving required notices
and contract documents from Mega Energy. The
options to choose are 1) email, and 2) U.S. Mail.
Please confirm your choice by contacting Mega
Energy (see contact information below).

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,



Residential and Small Commercial Terms of Service

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, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Mega. Mega may, without your consent, (1) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (2) transfer or assign this Agreement to an affiliate of Mega; (3) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets or ownership interests of Mega; and/or (4) transfer or assign this Agreement to a certified or licensed retail electricity supplier (collectively referred to as an "Assignment"). In the case of (2), (3) or (4), upon Mega's request, any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer also agrees that Mega shall have no further obligations hereunder except to the extent otherwise expressly required by applicable law. If any applicable laws or rules require your consent with regard to an Assignment, you hereby provide your consent (and waive all such further consent rights), in

exchange for the service to be provided hereunder, except to the extent such consent is not waivable pursuant to applicable law. In connection with any such assignment, Mega shall provide you with notice to the extent required by applicable law or regulation. In the event any other provision of this Agreement shall be deemed to prohibit or otherwise restrict our ability to do an Assignment, this provision shall control except as prohibited by law.

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



Residential and Small Commercial Terms of Service

amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective.

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

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

Do Not Call: Customer may sign up for the Federal Trade Commission's National Do Not Call Registry either by telephone at 1-888382-1222 or via the internet at <http://www.donotcall.gov>

Contact Information:

Mega Energy of New Hampshire, LLC

Direct: 281-287-2900

Toll Free: 1-855-810-6342

Fax: 281-287-2902

(M – F 8:00 am to 5:30 pm EST)

Website: www.megaenergyllc.com

E-mail address: info@megaenergyllc.com

Mailing address:

Mega Energy of New Hampshire, LLC

2150 Town Square Place Ste 711

Sugar Land, TX 77479

Outages & Emergencies:

Eversource

1-800-662-7764

1-800-346-9994 (TTY/TDD)

Public Utilities Commission

Customer Service:

Direct: 603-271-2431

Toll-free: 1-800-852-3793

(M – F 8:00am to 4:30pm)

Website: <http://www.puc.state.nh.us/>

[ConsumerAffairsForms/complaintfrm.aspx](http://www.puc.state.nh.us/ConsumerAffairsForms/complaintfrm.aspx)

Mailing Address:

Consumer Affairs Division

21 South Fruit Street, Suite 10

Concord, NH 03301-2429



MEGA ENERGY OF NEW HAMPSHIRE, LLC

NH SMALL COMMERCIAL DISCLOSURE SUMMARY

You have purchased an electric supply product from Mega Energy of New Hampshire, LLC. Your electric utility will continue to deliver the electricity you use to your business.

Product Name	Fixed Price Electricity Supply		
Length of the Agreement	months		
Fixed per kWh Price	\$ per kWh		
Calculation of Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.		
Fixed Price Small Commercial Customers who use	2,000 kWh of electricity	4,000 kWh of electricity	6,000 kWh of electricity
Will Pay	\$	\$	\$
Environmental Characteristics	This product includes the minimum required percentage of renewable energy.		
Early Termination Fee	Yes – If you are not a residential customer, the cost recovery fee will be an amount calculated, in our reasonable discretion, as the product of (i) unconsumed electric energy for the balance of your Term based on historical usage and (ii) the price per kWh agreed to and set forth on this Disclosure Summary.		
Late Payment Fee	Bills not paid by their due date are subject to a late payment fee. Please consult your Utility's tariffs for information regarding late fees on delinquent payments.		
Renewal Terms	A contract expiration notice will be sent to you at least forty-five (45) days prior to the end of your Term. The expiration notice will explain your options for renewing your Agreement with Mega Energy. If you do not choose another option at least 3 business days prior to the last meter date of the Initial Term, upon the contract's expiration, you will automatically continue to be served by Mega Energy pursuant to a variable rate plan on a month-to-month basis unless you select another product or electric supplier.		

New Hampshire Environmental Disclosure Label

September 2020

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling Mega Energy, your electric utility, or by contacting the New Hampshire Public Utilities Commission (www.puc.state.nh.us).

Mega Energy of New Hampshire, LLC

This fact sheet provides consumer information about the power sources and air emissions of service provided by the electricity supplier.

<u>Power Sources</u> <i>(April 1, 2019 - March 31, 2020)</i> <i>The supplier projects providing electricity with the following resources:</i>			<u>Air Emissions</u> <i>(April 1, 2019 - March 31, 2020)</i> <i>This table compares air emissions from this supplier's electricity mix to average emssion levels from all New England power sources.</i>	
Power Sources	Supplier's Mix	New England Mix	Suppliers Mix (lbs/MWh)	
Air-source heat pump	0.09%	0.09%	Carbon Dioxide (CO2)	760.621 This is equal to the New England Average
Biogas	0.01%	0.01%		
Biomass	2.28%	2.28%		
Coal	0.74%	0.74%		
Diesel	0.53%	0.53%		
Digester gas	0.09%	0.09%	Nitrogen Oxide (Nox)	0.819 This is equal to the New England Average
Efficient Resource (Maine)	0.16%	0.16%		
Energy Storage	0.02%	0.02%		
Fuel cell	0.37%	0.37%		
Geothermal	0.00%	0.00%		
Ground- and Water-source heat pump	0.07%	0.07%	Sulfur Dioxide (SO2)	0.555 This is equal to the New England Average
Hydroelectric/Hydropower	7.61%	7.61%		
Hydrokinetic	0.00%	0.00%		
Jet	0.01%	0.01%		
Landfill gas	0.53%	0.53%		
Liquid biofuels	0.45%	0.45%	<i>Notes: lbs/MWh = pounds per Megawatt-hour 1 Megawatt-hour = 1,000 kilowatt-hours</i>	
Municipal solid waste	0.69%	0.69%		
Natural Gas	42.98%	42.98%		
Nuclear	27.33%	27.33%		
Oil	5.05%	5.05%		
Solar Photovoltaic	4.00%	4.00%		
Solar Thermal	0.02%	0.02%		
Trash-to-energy	2.46%	2.46%		
Wind	3.34%	3.34%		
Wood	1.13%	1.13%		
TOTAL	100%	100%		

Additional Information and Required Notes:

Notes: Power Sources – New Hampshire law requires retail electricity providers to periodically provide information to their customers on the mix of power sources used by the provider to serve their New Hampshire customers' load.

Emissions – Carbon Dioxide (CO₂) is released when certain fuels are burned. It is considered a greenhouse gas and a major contributor to global warming. Nitrogen Oxides (NO_x) form when certain fuels are burned at high temperatures. They are considered contributors to acid rain and ground-level ozone (or smog). Sulfur Dioxide (SO₂) is formed when fuels containing sulfur are burned. Major health effects associated with SO₂ include asthma, respiratory illness and aggravation of existing cardiovascular disease. The production of electricity can produce other harmful emissions and have other environmental impacts. Environmental impacts differ among individual power plants.

If you have questions or need further explanation, please contact, Mega Energy of New England, LLC at 1-855-810-6342 or the New Hampshire Public Utilities Commission, toll-free at 1-800-852-3793. Additional information can also be found at <http://www.puc.state.nh.us>.

Attachment 9

PUC 2006.01(b)(2)



Mizuho Bank, Ltd.

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

Date: 01/24/2018

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. 05 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, 2019.
- 2) The Letter of Credit amount is increased by USD150,000.00 making a new total of USD500,000.00.

All other terms and conditions remain unchanged.

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

Very truly yours,

MIZUHO BANK, LTD.

By: 
Name: Arun Kumar Yadav
Title: Vice President

MIZUHO

Mizuho Americas
1271 Avenue of the Americas
New York, NY 10020
t: +1 212 282 3000

Date: 08/27/2020

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. 08 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 September 25, 2021

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: Khurram Siddiqui

Title: Vice President