

IRREVOCABLE LETTER OF CREDIT

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

March 25, 2014

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

Dear Sirs:

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

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

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

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

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

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

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

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

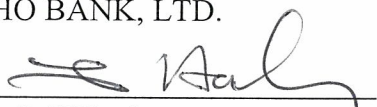
7. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument or agreement referred to herein, except for Annexes 1 and 2 hereto; and any such reference shall not be deemed to incorporate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

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

Telecopier No.: 201-626-9938

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

Very truly yours,
MIZUHO BANK, LTD.

By: 
Name: Jeff Hardy
Title: Vice President

ANNEX 1 TO
LETTER OF CREDIT

DRAWING CERTIFICATE

The undersigned, a duly authorized officer of New Hampshire Public Utilities Commission (the "Beneficiary"), hereby certifies to Mizuho Bank, Ltd. (the "Bank"), with reference to Mizuho Bank, Ltd. Irrevocable Letter of Credit No. 005653580 (the "Letter of Credit", any capitalized term used herein and not defined herein shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Beneficiary is making a drawing under the Letter of Credit in the amount of \$_____ in connection with the Company's registration as a competitive electric power supplier in New Hampshire. The Company has failed to make required payment(s) and/or payment arrangements in accordance with the terms and conditions of Order No. _____ issued by the New Hampshire Public Utilities Commission on _____, 20__.

2. The amount of the draft accompanying this Certificate is \$_____, which does not exceed the Stated Amount.

3. The sum of amount of the draft accompanying this Certificate plus the aggregate amount of all prior drawings under the Letter of Credit does not exceed \$100,000.00.

[Insert disbursement instructions.]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate on the ____ day of _____, 20__.

New Hampshire Public Utilities
Commission

By: _____
Name:
Title:



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

ANNEX 2
TO LETTER OF CREDIT

SIGHT DRAFT

_____, 20____

FOR VALUE RECEIVED

PAY ON DEMAND TO _____ \$ _____

_____ Dollars

Charge to the Account of Mizuho Bank, Ltd. Irrevocable Letter of Credit No. 005653580.

To: Mizuho Bank, Ltd.
Harborside Financial Center
1800 Plaza Ten
Jersey City, New Jersey 07311
Attention: Trade Finance Services

New Hampshire Public Utilities
Commission

By: _____

Name:

Title: