



NHPUC 29OCT'14AM9:06

October 28, 2014

Dear New Hampshire Public Utilities Commission,

Enclosed please find the application (the "Application") of Agera Energy LLC ("Agera") requesting authorization to conduct business in the utility service territories designated in the Application as a Competitive Natural Gas Supplier ("CNGS"). Agera appreciates your consideration of the Application and stands ready to answer any questions that you may have as well as provide any supplemental information that you require.

To facilitate your review of the Application, I would like to provide the following background information regarding Agera. Glacial Energy Holdings and its affiliates ("Glacial") filed for bankruptcy protection in the U.S. Bankruptcy Court for the District of Delaware on April 10, 2014. Glacial's affiliates, namely, Glacial Energy of New England Inc. ("Glacial Energy New England") and Glacial Natural Gas, Inc. ("Glacial Natural Gas"), conduct businesses as an electric generation supplier and a natural gas supplier, respectively, pursuant to the rules and regulations administered by the New Hampshire Public Utilities Commission.

Pursuant to a sale order (the "Sale Order") signed by the Bankruptcy Court on June 17, 2014 in Docket Number 377, the Bankruptcy Court approved a sale of substantially all of Glacial's assets to Platinum Partners Value Arbitrage Fund LP ("Platinum") or its designee. (The following is a link to the Sale Order and its exhibits:



http://www.omnimgt.com/cmsvol2/pub_46805/482055_377.pdf.) Platinum has designated Agera to acquire the ownership of the Glacial assets to be transferred pursuant to the Sale Order and to effectively assume Glacial's retail electric and gas businesses. Agera's purchase of the Glacial assets was financed by a third party. These assets include the retail customer agreements held by Glacial Energy New England and Glacial Natural Gas, which agreements will be assigned to Agera upon the procurement of all applicable approvals and consents.

Since the execution of the Sale Order, Glacial and Platinum consummated an "economic closing" on June 18, 2014. Consistent with the Sale Order, and after such economic closing, Glacial Energy New England and Glacial Energy Natural Gas will continue to operate the retail electric and gas businesses, respectively, and interface with the New Hampshire Public Utilities Commission until the asset transfer closing occurs (i.e., the date that Agera is permitted to assume the right, title and interest of Glacial Energy New England and Glacial Natural Gas, including their respective retail customer agreements). As a condition to the asset transfer closing, Agera is required to secure all necessary regulatory approvals and consents to operate as a retail electric and gas supplier in New Hampshire. As part of that approval procurement process, Agera has filed the Application.

In addition to the filing of the Application, Agera has commenced the process of registration to become a market participant with NEPOOL. Additionally, Agera has filed an application with the Federal Energy Regulatory Commission ("FERC") requesting authority to engage in wholesale power sales at negotiated, market-based rates pursuant to a tariff filed with FERC. That application, which has been filed at FERC in Docket No. ER14-2472-000, contains additional background information regarding Agera, including the upstream ownership structure of Agera. The FERC application can be accessed at:

http://elibrary.ferc.gov/idmws/file_list.asp?accession_num=20140721-5122.

We are hopeful that the above background information and the linked documents will sufficiently explain Agera's position as the contemplated buyer of certain Glacial assets pursuant to the Sale Order. Your assistance in helping Agera obtain certification to conduct business as a

CNGS is much appreciated and will facilitate the ultimate consummation of the asset transfer approved in the Sale Order.

Please also find enclosed the registration fee of \$500 for a new CNGS. Agera will not begin marketing as a CNGS until it has received consent from the Commission. If there is any additional information or documentation that you require, please do not hesitate to contact the undersigned.

A handwritten signature in black ink, appearing to read "Michael Nordlicht", written in a cursive style.

Michael Joseph Nordlicht
General Counsel
Agera Energy LLC

Applicant is an approved shipper behind the Tennessee Gas Pipeline. Applicant's company GID is 9339. In addition, the application will be submitting applications to additional pipelines in the state.

October 28, 2014

To whom it may concern,

(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: Ageraenergy.com

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

555 Pleasantville Road S-107 Briarcliff Manor, NY 10510; 914-236-1405

ageraenergy.com

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

(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;

Michael Nordlicht, Manager, 555 Pleasantville Road S-107 Briarcliff Manor, NY 10510, 914-236-1406, Michael.Nordlicht@ageraenergy.com

(5) 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;

Toll Free: 844-692-4372, FAX: 888-277-2380, customercare@ageraenergy.com ;

Katie Perry, Director of Operations, Kperry@ageraenergy.com , 914-236-1405

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

Michael Nordlicht, Manager, 555 Pleasantville Road S-107 Briarcliff Manor, NY 10510, 914-236-1406, Michael.Nordlicht@ageraenergy.com , regulatory@ageraenergy.com

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

Vcorp Services, LLC, 1 Old Loudon Road, Concord, NH 03301

(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;

Please see attached exhibit "Exhibit 9 – NH Registration".

(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;

Until and Liberty Utilities (formerly National Grid)

(11) A description of the types of customers the applicant intends to serve;

Agera Energy LLC plans to serve small and large commercial customers, industrial 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;

Agera Energy LLC does not have a listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of natural gas because it is a newly formed entity without previous complaints.

(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.

(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:

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 will not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

(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 attached "Exhibit 18 – Sample Invoice".**

(19) A copy of any customer contracts or representative samples of contracts the applicant intends to use; **See attached "Exhibit 19 – Customer Contracts".**

(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;

(21) **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.**

Applicant: Agera Energy LLC

Representative: 

Michael Nordlicht, Manager

State of New Hampshire

Filed
Date Filed: 04/17/2014
Business ID: 707159
William M. Gardner
Secretary of State

Filing fee: \$ 50.00
Fee for Form SRA: \$ 50.00
Total fees: \$100.00

Form FLLC-1
RSA 304-C:12

Use black print or type.

Form must be single-sided, on 8 1/2 x 11" paper;
double sided copies will not be accepted.

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS, THE UNDERSIGNED HEREBY APPLIES FOR REGISTRATION TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the limited liability company is Agera Energy LLC

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

Agera Energy LLC

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is 03/05/2014

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

Marketing Retail Energy natural gas and electricity

SIXTH: The name of its registered agent in New Hampshire is Vcorp Services, LLC

and the **street address**, town/city (including zip code and post office box, if any) of its registered office is
(agent's business address in New Hampshire) 1 Old Loudon Road, Concord, NH 03301

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


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



T1410825070

APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: 

Print or type name: Taylor Lolya

Title: Authorized Person

Date signed: 3/20/14

Complete address of person signing: Vcorp Services, LLC

25 Robert Pitt Drive, Suite 204

Monsey, NY 10952

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

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

Mail fees, DATED AND SIGNED ORIGINAL CERTIFICATE OF EXISTENCE OR DOCUMENT OF SIMILAR IMPORT ISSUED BY THE STATE OR COUNTRY OF FORMATION AND FORM SRA to:
Corporate Division, Department of State, 107 North Main Street, Concord NH 03301-4989.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AGERA ENERGY LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF APRIL, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AGERA ENERGY LLC" WAS FORMED ON THE FIFTH DAY OF MARCH, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



5492806 8300

140426106

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1266357

DATE: 04-03-14

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

Part I – Business Identification and Contact Information

Business Name: Agera Energy LLC

Business Address (include city, state, zip): 669 Crown Street Brooklyn NY 11213

Telephone Number: (917) 300-1094 E-mail: 917-300-1094

Contact Person: Aaron Sputz

Contact Person Address (if different): _____

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected.

[PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

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

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

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

Part IV – Certification of Accuracy

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

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

Name (print): Aaron Sputz Signature: A. SPUTZ

Date signed: 4/13/2014

Name (print): _____ Signature: _____

Date signed: _____

Name (print): _____ Signature: _____

Date signed: _____

Agera Energy LLC

Commercial Natural Gas EFT Agreement – New Hampshire

Version 1.0

| | |
|--|--|
| Company Name _____ Tax ID# _____ Billing Address _____ City/State _____ Zip _____ Desired Start Date _____ Number of Accounts _____ Local Utility Co _____ <input type="checkbox"/> Check if Tax Exempt (Proof of Tax Exempt status must be provided) | Date _____ Account Holder Name _____ Phone(s) _____ Fax _____ Email _____ Secondary Contact Name _____ Phone _____ Fax _____ Email _____ |
|--|--|

| | | |
|--|---|---|
| Key Terms: _____ Estimated Annual Therms _____ | Term: Month-to-Month Payment Type: EFT | Agera Representative _____ Agera Energy Contract ID. _____ |
|--|---|---|

| | |
|--|--|
| Price | Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, and storage), transportation, profit and other market price factors, plus all applicable taxes and fees. |
| Quantity | Customer's full requirements at the burnertip of the Customer's Facility (ies). |
| Agreement Term | Customer's service under this Agreement begins on the date that Customer's Local Distribution Company ("LDC") switches Customer's service to Agera and will continue on a month to month basis. |
| Process customer may use to rescind the agreement without penalty | Customers purchasing gas on a month to month basis with Agera may cancel without any charges if 30 days prior written notice is provided to Agera. |
| Late payment fee and calculation | Balances not paid in full within 10 days of invoice receipt shall be subject to a late payment charge of 1.5% per month. Said fee shall be calculated by multiplying the Customer's outstanding balance by the number of days such balance remains unpaid. |
| Amount of Early Termination Fee and method of calculation | No early termination fee for month-to-month service. |
| Renewal | Automatic from month to month. |

1. Agreement to Sell and Purchase: Customer hereby agrees to purchase from Agera Energy LLC ("Agera") 100% of the natural gas ("Gas") requirements of each of the locations identified on the Account List (each a "Facility") each month during the Term of this Agreement. Agera will deliver, or cause to be delivered, Gas for Customer's account to the city gate of the applicable Utility (the "Delivery Point"), at which point title to and responsibility for the Gas will pass to Customer. Agera will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. Agera may, at its cost and for its account, use any interstate transportation capacity or storage released to or for Customer's account by the utility to transport Gas to Customer Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties.

2. Term: Customer's service under this Agreement begins on the date that Customer's LDC switches Customer's service to Agera and will continue on a month to month basis thereafter. Customer may cancel this Agreement without penalty by providing at least 30 days' notice in writing to Agera.

3. Billing and Payment: Customer will receive via email or fax a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility's billing cycle based upon the time that the Utility reads Customer's meter(s). Customer is responsible for paying all amounts due under the applicable invoice. On the 10th day following customer receipt of invoice (or the first business day thereafter), Agera will debit Customer's account through an EFT transaction in an amount corresponding to the invoice. If adequate funds are not available in Customer's account, Customer agrees to be charged an insufficient funds fee of \$35.00. Agera will reattempt billing under the same terms five business days following the previous attempt. If the Utility is unable to read Customer's meter, the Utility will estimate Customer's charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. In this event, Agera shall make a similar adjustment to Customer's bill. Customer may receive a single invoice for both Gas commodity and delivery costs from the LDC, or the LDC and Agera may issue invoices separately. In the event of failure to provide for payment when due, Agera shall have the right to terminate this Agreement in accordance with

Agera Energy LLC
 555 Pleasantville Road Suite 107-S
 Briarcliff Manor NY 10510
 Toll Free 1-844-MYAGERA / 1-844-692-4372
 customerserc@ageraenergy.com

Customer Initials _____

applicable Public Utilities Commission rules. Payments by Customer are applied first to any late fees, second to any past due balances, and last to current balance if any. Customer shall be liable for all costs and expenses including reasonable attorney's fees incurred in the collection of any amounts due. Customer agrees to be charged an interest rate of 1.5% per month of the total past due amount, until such time as payment is received by Agera.

4. Information Release Authorization: Customer authorizes Agera to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, and existence of medical emergencies. This information may be used by Agera to determine whether it will commence and/or continue to provide energy supply 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. This authorization will remain in effect during the Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Agera or calling Agera at 1-844-692-4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

5. Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Agera in writing or by telephone at 1-844-692-4372, within 5 days of receipt of disputed bill. During the pendency of any dispute, Customer is obligated to pay all undisputed portions of the balance within ten days of receiving the bill. Adjusted amounts, if any, will be refunded to the customer upon resolution of the dispute within 10 business days of settlement. If the dispute is not resolved within 45 days, the parties may seek all avenues of relief as may be available under this contract. All disputes shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire.

6. Consumer Protection: Agera will provide at least fifteen (15) calendar days notice prior to any cancellation of service to Customer. Customer may obtain additional information regarding consumer protections by calling the New Hampshire Public Utilities Commission ("PUC") toll free at (800) 852-3793.

7. Assignment: Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without Agera's prior written consent. Such consent shall not be unreasonably withheld if new customer has a credit rating equal to or better than the existing Customer's. Agera may, without Customer's consent; (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial Agreement; and (b) transfer or assign this Agreement to another gas supplier, or another entity as authorized by the PUC. Upon any such assignment, Customer agrees that Agera shall have no further obligations hereunder.

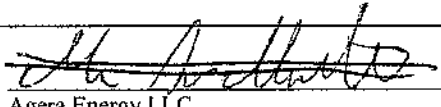
8. Agera-PUC Contact Information: Customer may contact Agera's Customer Care Center at 1-844-692-4372, 24 hours per day, 7 days per week, or write to Agera at: 555 Pleasantville Road Suite 107-S, Briarcliff Manor NY 10510. In the event of a service outage or emergency, Customer should contact their distribution utility directly; if necessary, the Customer Care Center will instruct Customer how to contact the distribution utility.

You may also contact the PUC for inquiries regarding the competitive retail energy market at (800) 852-3793.

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

By my signature below (facsimile signature accepted as if it were an original), Customer hereby agrees to be obligated by the terms and conditions set forth herein, and Customer agrees to initiate service and begin enrollment. I affirm that I am a duly authorized agent for Customer with legal authority to switch the natural gas provider for Customer, and authorize the Customer's financial institution to permit Agera to Debit all monthly charges for Customer's gas service. This Agreement will not become binding upon Agera Energy LLC until completion of a credit check of Customer completely satisfactory to Agera.

| |
|--------------------------------------|
| Customer's Duly Authorized Signature |
| Print Name & Title |
| Date: _____ |

| |
|--|
|  Agera Energy LLC |
| Print Name & Title |
| Date: _____ |

Agera Energy use only:

Contract #: _____

Agera Energy LLC Commercial Natural Gas EFT Agreement:
Account List

This list of accounts below is incorporated by reference into the foregoing Agera Energy LLC Commercial Natural Gas EFT Agreement, and binds these additional accounts to the terms and conditions contained therein:

| | |
|-----------|---|
| 1 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 2 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 3 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 4 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 5 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 6 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 7 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 8 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 9 | Account# _____ Service Address: _____ City _____ Zip _____ |
| 10 | Account# _____ Service Address: _____ City _____ Zip _____ |

** Attach additional Account List sheets as necessary.

My initials below (facsimile accepted as if it were an original) hereby acknowledge that the above listed Accounts are correct and they are obligated by the terms and conditions set forth herein. I again affirm that I am a duly authorized agent for Customer with legal authority to switch the natural gas provider for Customer, and authorize the Customer's financial institution to permit Agera Energy LLC to debit all monthly charges for Customer's natural gas delivery.

EFT Information and Authorization:

| |
|----------------------------------|
| Customer Name: |
| Customer Address: |
| City, State, Zip: |
| Phone: |
| Fax: |
| Financial Institution: |
| Financial Account Number: |
| ABA/Routing Number: |

To ensure accurate processing, please attach a VOIDED check.

As a duly authorized check signer on the financial institution account identified herein, I authorize Agera Energy LLC to perform scheduled or periodic electronic funds transfer debits to the financial institution account identified herein for payments due or when applicable, apply electronic funds transfer credits to same.

If any such electronic debit(s) should be returned as Non-Sufficient Funds (NSF), Agera is hereby authorized to collect such NSF item(s) by subsequent electronic debit and to subsequently collect a fee of \$35.00 by electronic debit from the financial institution account identified herein. Agera may charge interest on any past due balance at the rate of 1.5% per month, with said interest being calculated from the date of the default. For accounting purposes, all electronic debits will be reflected in the monthly bank statement that corresponds with the financial institution account identified herein. Customer will attach a blank voided check from the designated financial institution account. Customer will be billed upon receipt of usage data from the LDC for the month in which gas is being provided, and payment will be due 10 days from the receipt of invoice.

I understand and authorize all of the above as evidenced by my signature below.

Customer's Duly Authorized Signature

Date

Print Name and Title

Agera Energy LLC

Commercial Natural Gas Agreement – New Hampshire

Fixed Price Full Requirements

Version 1.0

| | |
|---|--|
| Company Name _____ Tax ID# _____ Billing Address _____ City/State _____ Zip _____ Desired Start Date _____ Number of Accounts _____ Local Utility Co. _____ <input type="checkbox"/> Check if Tax Exempt (Proof of Tax Exempt status must be provided) | Date _____ Account Holder Name _____ Phone(s) _____ Fax _____ Email _____ Secondary Contact Name _____ Phone _____ Fax _____ Email _____ |
|---|--|

| | | |
|--|--|----------------------------|
| Key Terms: Fixed Price Full Requirements Estimated Annual Therms _____ | Term: See Exhibit A Payment Method: See Exhibit A | Agera Representative _____ |
|--|--|----------------------------|

KEY TERMS

| | |
|---|--|
| Price | The fixed price set forth on Exhibit A is valid until 4:00 p.m. Eastern Prevailing Time on the date hereof. |
| Quantity | Customer's full requirements at the burnertip of the Customer's Facility (ies). |
| Agreement Term | Customer's service under this Agreement begins on the effective date that Customer's Local Distribution Company ("LDC") switches Customer's service to Agera and will continue for the "Term" set forth on Exhibit A. |
| Late payment fee and calculation | Balances not paid in full within 10 days of invoice receipt shall be subject to a late payment charge of 1.5% per month. Said fee shall be calculated by multiplying the Customer's outstanding balance by the number of days such balance remains unpaid. |
| Early termination fee | The greater of the following: either (a) \$300, or (b) all costs associated with Gas supply positions reserved on its behalf by Agera (see Paragraph 5). |
| Renewal | If Customer does not give Agera written notice of termination 30 days prior to expiration of Term, then service will continue on a month to month basis at Agera's monthly variable rate. |

1. Agreement to Sell and Purchase: Customer hereby agrees to purchase from Agera Energy LLC ("Agera") the natural gas ("Gas") requirements of each of the locations identified on the Account List (each a "Facility") each month during the Term of this Agreement. Agera will deliver, or cause to be delivered, Gas for Customer's account to the citygate of the applicable Utility (the "Delivery Point"), at which point title to and responsibility for the Gas will pass to Customer. Agera will coordinate with the Utility regarding the redelivery of the Gas from the Delivery Point to each Facility. Agera may, at its cost and for its account, use any interstate transportation capacity or storage released to or for Customer's account by the utility to transport Gas to Customer Facilities or to third parties and/or re-release, broker or assign such capacity or storage to third parties. In no event shall Agera be bound by this Agreement until it has received Customer's historical usage for at least the 12 months preceding execution of this Agreement.

2. Volumetric Changes: Customer must notify Agera of anticipated change in Customer's usage at least six business days before the first of each month.

3. Term: Customer's service under this Agreement begins on the effective date that Customer's LDC switches Customer's service to Agera and will continue for the "Term" set forth on Exhibit A, whose terms are incorporated by reference as if fully set forth herein. If written notice of cancellation is not received from Customer 30 days prior to the expiration of the Term, this Agreement will automatically continue on a month-to-month basis thereafter, at Agera's monthly variable rate. It may take up to sixty (60) days for LDC to switch Customer upon expiration of Agreement term. Customer is responsible for all Agera supply charges until Customer goes to another gas marketer or the Utility.

4. Price: The price for Gas under this Agreement is the fixed price set forth in Exhibit A.

5. Early Termination: If Customer terminates or cancels this contract for any reason during the Term, Customer will be required to pay to Agera, as liquidated damages and not as a penalty, the greater of the following: either (a) \$300, or (b) all costs associated with, but not limited to, the change in value of any Gas supply positions reserved on behalf of the Customer. In the calculation under subsection (b), the liquidated damages shall be determined using standard industry practices and shall apply to all months remaining in the agreed-upon Term.

6. Billing and Payment: Customer will receive via email or fax a monthly invoice for Gas consumed during the prior billing cycle, which will coincide with the Utility's billing cycle based upon the time that the Utility reads Customer's meter(s). Customer is responsible for paying all amounts due via the payment method selected in Exhibit A. If the Utility is unable to read Customer's meter, the Utility will estimate Customer's charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. In this event, Agera shall make a similar adjustment to Customer's bill. Customer may receive a single invoice for both Gas commodity and delivery costs from the LDC, or the LDC and Agera may issue invoices separately. In the event of failure to provide for payment when due, Agera shall have the right to terminate this Agreement in accordance with applicable PUC rules. Payments by Customer are applied first to any late fees, second to any past due balances, and last to current balance if any. Customer shall be liable for all costs and expenses including reasonable attorney's fees incurred in the collection of any amounts due. Customer agrees to be charged an interest rate of 1.5% per month of the total past due amount, until such time as payment is received by Agera. If Customer is tax exempt, it is Customer's responsibility to provide Agera with the necessary tax exemption certificate.

7. Information Release Authorization: Customer authorizes Agera to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, and existence of medical emergencies. This information may be used by Agera to determine whether it will commence and/or continue to provide energy supply 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. This authorization will remain in effect during the Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Agera or calling Agera at 1-844-692-4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

By my signature below (facsimile signature accepted as if it were an original), Customer hereby agrees to be obligated by the terms and conditions set forth herein, and Customer agrees to initiate service and begin enrollment. I affirm that I am a duly authorized agent for Customer with legal authority to switch the natural gas provider for Customer. This Agreement will not become binding upon Agera Energy LLC until completion of a credit check of Customer completely satisfactory to Agera.

| | |
|---|---------------|
| _____ Account Holder or Legally Authorized Signature | |
| _____ Print Name & Title | _____ Date |

| | |
|-----------------------------|---------------|
| _____ Agera Energy LLC | |
| _____ Print Name & Title | _____ Date |



**Exhibit A to
Agera Energy LLC Commercial Natural Gas Agreement – New Hampshire**

Date: _____

| | |
|--------------------|---|
| Term | _____ Months, commencing on or about _____ 1, 2014 |
| Fixed Price | \$_____ per therm. |

By my signature below (facsimile accepted as if it were an original), I hereby acknowledge that the above price quote is only valid until 4:00 p.m. Eastern Prevailing Time on the date above.

| |
|---|
| _____ Account Holder or Legally Authorized Signature |
| _____ Print Name & Title |

Please initial only one (1) of the three boxes below to select payment method:

☐ **Electronic Funds Transfer (EFT)** – On the 10th day following Customer's receipt of invoice (or the first business day thereafter), Agera will automatically debit Customer's account through an EFT transaction in an amount corresponding to the invoice. If adequate funds are not available in Customer's account, Customer agrees to be charged an insufficient funds fee of \$35.00. Agera will reattempt billing under the same terms five business days following the previous attempt. If you choose this payment method, please complete the enclosed EFT Authorization Form.

☐ **Credit Card** – On the 5th day following Customer's receipt of invoice (or the first business day thereafter), Agera will charge Customer's credit card in an amount corresponding to the invoice. If the charge is rejected for insufficient funds, Customer agrees to be charged an insufficient funds fee of \$35.00. Agera will reattempt billing under the same terms five business days following the previous attempt. If you choose this payment method, please complete enclosed Credit Card Authorization Form.

☐ **Wire** – On or before the 5th day following Customer's receipt of invoice, Customer shall initiate a direct wire transfer to Agera in an amount corresponding to the invoice. If you choose this payment method, please complete the enclosed Credit Application. Payments should be wired to the following account:

Bank: First National Bank of Central Texas
Account number: 40027765
Routing number: 111903245
Account name: Agera Energy LLC

Agera Energy LLC Commercial Terms of Service

- 1. Customer Cancellation Rights and Waiver:** Market rules provide that Customer has the right to cancel a service request with Agera without any exit fee or penalty of any kind until midnight of within three (3) business days of signature and receiving the Terms of Service document.
- 2. Credit Requirement:** Agera reserves the right to conduct a credit review of Customer prior to supplying Gas and to refuse enrollment to anyone who does not meet the Company's credit standards. Customer agrees to provide Agera with any reasonable information requested in order to complete the credit review. In the event that Agera determines at any time during the term of this Agreement that Customer's credit is unsatisfactory or that Customer has experienced an adverse change in its financial condition, Agera may require Customer to provide security or a credit facility acceptable to Agera. If Customer fails to comply with said requirement within two business days following Agera's written request, Agera may immediately terminate this Agreement by providing written notice to Customer. Such termination may be subject to early termination fees as described in the preceding paragraph.
- 3. Dispute Resolution:** Customer may contact Agera's Customer Care Center at 1-844-692-4372, 24 hours per day, 7 days per week, or write to Agera at: 555 Pleasantville Road Suite 107-S, Briarcliff Manor NY 10510. In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact Agera in writing or by telephone at 1-844-692-4372, within 5 days of receipt of disputed bill. If the dispute is not resolved within 45 days, the parties may seek all avenues of relief as may be available under this Agreement. During the pendency of any dispute, Customer is obligated to pay all undisputed portions of the balance within ten days of receiving the bill. Adjusted amounts, if any, will be refunded to Customer upon resolution of the dispute within 10 business days of settlement. All disputes shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire.
- 4. Force Majeure/Excuse:** Agera will endeavor in a commercially reasonable manner to provide Gas, but does not guarantee a continuous supply of Gas. The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDC or any transmitting entity, acts of God, extraordinary weather occurrence, war, civil disturbance or other national emergency, acts of any governmental authority, including the New Hampshire Public Utilities Commission, accidents, strikes, labor trouble, required maintenance work, inability to access the LDC system, nonperformance of the LDC (including facilities or distribution line outages), delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond Agera's control including insolvency and bankruptcy of gas transporter or distributor. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.
- 5. Limitations of Liability:** AGERA WILL PROVIDE GAS TO CUSTOMER THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE GAS NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO CUSTOMER. AGERA WILL DELIVER GAS, OR CAUSE GAS TO BE DELIVERED, TO THE DELIVERY POINT, UPON WHICH TITLE TO AND RESPONSIBILITY FOR THE GAS WILL PASS TO CUSTOMER. AFTER THE GAS IS DELIVERED TO CUSTOMER, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AGERA, ITS PARENT COMPANY AND AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, ASSOCIATES, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION OR SUITS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF OR RELATING TO THE GAS SOLD UNDER THIS AGREEMENT. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY WILL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, AGERA'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY (WHICH WILL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE AMOUNT IN THE PAST 12 MONTHS). SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE WAIVED. AGERA WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR AGREEMENT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.
- 6. UCC/Disclaimer of Warranties:** Customer and Agera acknowledge and agree that the Gas delivered hereunder is a "good" as that term is understood under the Uniform Commercial Code ("UCC"). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, this Agreement will control. Further, Customer agrees and acknowledges that Agera EXPRESSLY NEGATES AND DISCLAIMS ALL REPRESENTATION OF WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. Assignment:** Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without Agera's prior written consent. Such consent shall not be unreasonably withheld if new customer has a credit rating equal to or better than the existing Customer's. Agera may, without Customer's consent; (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial Agreement; and (b) transfer or assign this Agreement to another gas marketer, or another entity as authorized by the PUC. Upon any such assignment, Customer agrees that Agera shall have no further obligations hereunder.
- 8. Governing Law and Regulations:** This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. In the event a regulatory or judicial ruling or decision shall have a detrimental economic impact upon Agera's performance under this Agreement, or in the event that compliance with such change shall result in a material change in the method by which prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, then Agera shall have the right to notify Customer within 30 calendar days of becoming aware of such ruling or decision in order to negotiate a modification to the terms of this Agreement so as to mitigate the impact of such ruling or decision. If, after 20 calendar days beyond the date of the notice, the parties have been unable to negotiate a mutually satisfactory modification of the terms of this Agreement, Agera shall have the right to terminate this Agreement upon 15 calendar days' prior written notice to the Customer. If such right to terminate is not exercised within 45 calendar days after the original notice hereunder, Agera's right to terminate shall be deemed waived with respect to the particular decision or rule. 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.
- 9. Miscellaneous:** (a) A waiver of any provision in this Agreement, or of any default by either Party, will not be construed as a waiver of any other (or like) provision or default in the future. (b) No amendment hereto will be enforceable unless in writing and executed by both Parties unless otherwise provided for herein. (c) Any provision herein deemed unenforceable or illegal will be ineffective to the extent of such unenforceability or unlawfulness without invalidating the remaining provisions hereof. (d) Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available. (e) This Agreement may be executed in counterparts, each of which is an original and all of which constitute one Agreement. (f) Each of the parties hereby expressly waives any right or claim to a jury trial in respect of any dispute arising hereunder, and further agrees that any dispute hereunder will be submitted to arbitration conducted through the American Arbitration Association. (g) If more than one Customer is a party to this Agreement, each is jointly and severally liable. (h) At Agera's option, any default of any obligation under any other agreements between Agera and a subsidiary or affiliate of Customer, shall be deemed a default under this Agreement. (i) Customer shall pay all of Agera's reasonable fees and expenses incurred to enforce or collect any of the Customer's obligations under this Agreement, including arbitration, attorneys and experts' fees and expenses.
- 10. Consumer Protections:** Agera will provide at least fifteen (15) calendar days notice prior to any cancellation of service to Customer. Customer may obtain additional information regarding consumer protections by calling the New Hampshire Public Utilities Commission toll free at 1-800-852-3793.
- 11. Agency:** Customer appoints Agera as its agent to acquire the supplies necessary to meet its natural gas needs, Agreement for and administer transmission and related services over interstate facilities and those of the LDC needed to deliver Gas to the Customer's premises.
- 12. Taxes:** Except as provided in this Agreement, all taxes of whatever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer, and Customer hereby indemnifies and shall hold Agera harmless from all liability associated with such taxes.
- 13. Measurement:** The parties accept for purposes of accounting for Gas supplied under this Agreement, the quantity, quality, and measurement determined by the LDC.
- 14. Entire Agreement:** This Agreement sets forth the entire Agreement between the parties with respect to the terms and conditions of this transaction; any and all other Agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.
- 15. Emergency Service:** In the event of a natural gas emergency or service interruption, you should immediately call your local utility and emergency personnel.

Agera use only:

Contract #: _____

Agera Energy LLC Commercial Natural Gas Agreement:
Account/Facility List

This list of accounts below is incorporated by reference into the foregoing Agera Energy LLC Commercial Natural Gas Agreement, and binds these additional accounts to the terms and conditions contained therein:

| | | |
|-----------|------------------------|----------------------|
| 1 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 2 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 3 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 4 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 5 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 6 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 7 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 8 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 9 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |
| 10 | Account# _____ | Initial: _____ |
| | Service Address: _____ | City _____ Zip _____ |

** Attach additional Account List sheets as necessary.

My name and initials below (facsimile accepted as if it were an original) hereby acknowledge that the above listed Accounts are correct and they are obligated by the terms and conditions set forth herein. I again affirm that I am the account holder or legally authorized to switch the natural gas provider for Customer.

EFT Information and Authorization:

| |
|----------------------------------|
| Customer Name: |
| Customer Address: |
| City, State, Zip: |
| Phone: |
| Fax: |
| Financial Institution: |
| Financial Account Number: |
| ABA/Routing Number: |

To ensure accurate processing, please attach a VOIDED check.

As a duly authorized check signer on the financial institution account identified herein, I authorize Agera Energy LLC to perform scheduled or periodic electronic funds transfer debits to the financial institution account identified herein for payments due or when applicable, apply electronic funds transfer credits to same.

If any such electronic debit(s) should be returned as Non-Sufficient Funds (NSF), Agera is hereby authorized to collect such NSF item(s) by subsequent electronic debit and to subsequently collect a fee of \$35.00 by electronic debit from the financial institution account identified herein. Agera may charge interest on any past due balance at the rate of 1.5% per month, with said interest being calculated from the date of the default. For accounting purposes, all electronic debits will be reflected in the monthly bank statement that corresponds with the financial institution account identified herein. Customer will attach a blank voided check from the designated financial institution account. Customer will be billed upon receipt of usage data from the LDC for the month in which gas is being provided and payment will be due 10 days from the receipt of invoice.

I understand and authorize all of the above as evidenced by my signature below.

Customer's Duly Authorized Signature

Date

Print Name & Title

AGERA ENERGY LLC
CREDIT CARD INFORMATION AND AUTHORIZATION

| |
|---|
| Customer Name As it Appears on Card: |
| Billing Address on Card: |
| City, State, Zip: |
| Phone: |
| <input type="checkbox"/> MASTERCARD <input type="checkbox"/> VISA <input type="checkbox"/> DISCOVER <input type="checkbox"/> American Express |
| Account Number: |
| Card Expiration Date: |

As a duly authorized representative and/or user on the Credit Card account identified herein, I authorize Agera Energy LLC to perform scheduled or periodic charges to the Account identified herein for payments due, or when applicable apply electronic credits to same.

Agera is hereby authorized to collect any past due balance by subsequent charge to account designated above, and to subsequently collect a fee of \$35.00 by charge to the Credit Card Account identified herein.

I understand and authorize all of the above as evidenced by my signature below.

| | |
|--|--|
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Customer's Duly Authorized Signature</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Print Name & Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date: _____</div> | <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Agera Energy LLC</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Print Name & Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date: _____</div> |
|--|--|

Credit Application

COMPANY:

Firms Legal Name: _____ Tel. () _____
 Mailing Address: _____ Fax () _____

 Billing Address: _____ DUNS # _____
 _____ Federal Tax ID # _____
 Parent Company: _____
 Mailing Address: _____

 Type of Business: _____
 Annual Sales: _____
 Proprietorship: _____ Partnership: _____ Corporation: _____ State Incorporated: _____

TRADE REFERENCES:

| Co. Name | Contact | Address | City | State/Zip | Tel & Fax |
|----------|---------|---------|------|-----------|-----------|
| 1. _____ | | | | | |
| 2. _____ | | | | | |
| 3. _____ | | | | | |

If credit is granted, The Customer understands that the terms of the sale are NET 5 days. Agera Energy may charge interest on any past due balance at the rate of 1.5% per month with said interest being calculated from the date of default. In the event that this account is placed with a third party for collection, The Customer agrees to pay all reasonable costs of collection, including attorney's fees, court costs and finance charges.

In consideration of Agera Energy extending credit to the above business, the undersigned unconditionally guarantee the prompt payment of all goods, wares and merchandise supplied to the Customer and/or the above business pursuant to the terms described herein.

The Customer authorizes Agera Energy to investigate their credit history, bank references and any information deemed necessary to extend credit. The Customer agrees to: (i) immediately notify Agera Energy in writing of any change in ownership, form of business, or address, or the termination of a person's authority to incur charges under the account on behalf of the applicant; and (ii) indemnify Agera Energy for any loss incurred thereby as a result of our failure to provide said written notice. This agreement shall remain in full force and effect until written notices of revocation by Agera Energy. I affirm that I am a duly authorized agent for the Customer with legal authority to legally bind this Customer to this agreement.

Authorized Signature: _____

Name: _____

Title: _____

Date: _____



AGERA ENERGY

EMPOWERING PEOPLE

Contact Us

Agera Energy
Fax: 888-277-2380
555 Pleasantville Road
STE S107, South Building
Briarcliff Manor, NY 10510

Phone: 1 844-692-4372

Hours: 8am - 6pm EST

Email: CustomerCare@ageraenergy.com

Billing Address

Customer Name
Company Name
Street Address
City, ST Zip

Invoice Information

Invoice Number: 35560000-9400018
Glacial Customer #: 35560000
Invoice Date: Sep 30, 2014
Payment Date: Oct 15, 2014
Payment Method: CHECK

Please make check in favor of:

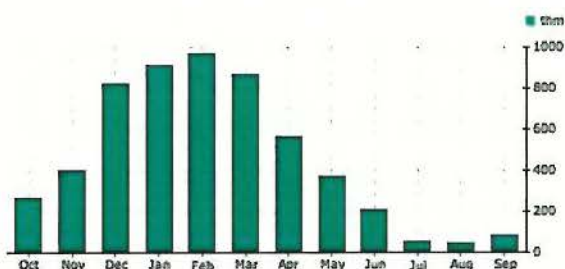
Agera Energy
PO Box 20277
Waco, TX 76702

Billing Summary

| | |
|---------------------------|----------------|
| Current Energy Charges | \$51.15 |
| Current Amount Due | \$51.15 |

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

Usage Chart



Agera Message Center

- In the event of a service outage or emergency, please contact NationalGrid - New Hampshire at (877) 539-2427.
- All meter reads on this invoice are available on your utility bill.

Recent Account Activity

Account Balance prior to Aug 14, 2014: \$0.00

| Invoice Number | Invoice Date | Due Date | Invoice Amount | Payment Status |
|------------------|--------------|--------------|----------------|-------------------------|
| 35560000-9400016 | Aug 14, 2014 | Aug 29, 2014 | \$31.37 | \$0.00 Paid - Thank You |
| 35560000-9400017 | Aug 28, 2014 | Sep 12, 2014 | \$25.92 | \$0.00 Paid - Thank You |

Outstanding Balance: \$0.00

Invoice Detail

Utility Account #: xxxxxxxxxx

Utility: NationalGrid - New Hampshire (877) 539-2427

Rate Code:**Billing Type:**

Actual

Service Address:

Account Address

City, ST ZIP

Service Period: Aug 15, 2014 to Sep 16, 2014

Description

Gas Usage (thm)

Meter

5472603

Reading

75

Consumption

75

Rate

0.68200

Charge

51.15

Tax

0.00

Total

51.15

Total**\$51.15****\$0.00****\$51.15****Account Total****\$51.15****\$0.00****\$51.15**

Applicant is an approved shipper behind the Tennessee Gas Pipeline. Applicant's company GID is 9339. In addition, the application will be submitting applications to additional pipelines in the state.