



### CUSTOMER PREFERENCES

#### BILLING TYPE:

- Consolidated Billing
- Dual Billing

#### HOW TO RECEIVE BILL:

- Email
- Mail
- Fax

#### HOW TO PAY BILL:

- Electronic Funds Transfer
- Credit Card
- Check
- Wire

#### CUSTOMER INFORMATION:

Date

Customer Name

Mailing Address

Contact Name

Phone Number

Email Address

Billing Email

Tax ID

#### UTILITY COMPANY(S):

Liberty Utilities   
(FKA NationalGrid - NH)

### CUSTOMER DISCLOSURE STATEMENT

#### PRICE PLAN CHOSEN BY CUSTOMER:

- Fixed Full Requirements Rate       NYMEX-plus Fixed Adder Rate       Three for All Rate

#### HOW PRICE IS DETERMINED:

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

NYMEX-plus Fixed Adder Rate shall each month reflect the NYMEX Closing Price as of the last day of each month plus a Fixed Adder of  per Therm/CCF at the Burner Tip.

Three for All Rate, in the months of January, February, and March, shall reflect a Fixed Full Requirements Rate of  per therm/CCF, at the Burner Tip, for commodity supply provided under this Agreement, plus all applicable taxes, and in all remaining months, the price shall reflect the Monthly Variable Rate and all applicable taxes.

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

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

#### LENGTH OF AGREEMENT & END DATE:

The term of this contract is  months from effective date.

#### AMOUNT OF EARLY TERMINATION FEE ("ETF") AND METHOD OF CALCULATION:

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

#### AMOUNT OF LATE PAYMENT FEE & METHOD OF CALCULATION:

1.5% per month on overdue balances.

CUSTOMER INITIALS



## AGERA ENERGY TERMS & CONDITIONS

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

**2. Term.** The Term is set forth on the Customer Disclosure Statement.

This Agreement shall commence on the meter read date following the submission of an enroll transaction to the LDC provided the LDC receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CNGS subject to the terms of this agreement.

Unless otherwise agreed to, upon completion of the Initial Term, all products (NYMEX-plus, Three for All, Fixed Full Requirements and Variable) will renew on a month to month basis with a monthly variable rate methodology explained in Section 19, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days advance written notice of termination to the other party.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be as set forth in the Customer Disclosure Statement. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges.

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

Customer shall have 3 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement. If Customer terminates this Agreement prior to the end of the Initial Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, a termination fee described in the Customer Disclosure Statement. You will either receive energy-related invoices issued by LDC ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LDC, terms are defined by the LDC's

tariff; if billed by Agera, net terms are 10 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LDC and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LDC for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for natural gas supplied under this Agreement, as measured by the LDC. Under Dual Billing, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LDC responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments.

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

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

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

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

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45

days, either party may avail itself of all remedies available under law or equity.

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 9:00 a.m. - 4:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at [customer@ageraenergy.com](mailto:customer@ageraenergy.com). Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

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

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

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

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

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

**12. Liability.** The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages, or any remedy available to Customer under the regulations

CUSTOMER INITIALS



### AGERA ENERGY TERMS & CONDITIONS CONT.

of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

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

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

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

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

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

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

**20. Gas Fixed Price.** Shall remain constant during the Initial Term. This rate includes the fees associated with providing natural gas services such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Agera reserves the right pass on additional charged by the LDC to the Customer.

### ACCOUNTS

BILLING TYPE:	SERVICE ADDRESS:	UTILITY:	FIXED RATE:	FIXED ADDER RATE (IF APPLICABLE)	THERM	CCF	DESIRED START MONTH: (IF APPLICABLE)
<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>				
<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>				
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<input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>				

\*Attach additional accounts if necessary. Check if applicable:

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

In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the Ohio Uniform Business Practices.

#### Agera Energy LLC:

Signature \_\_\_\_\_  
 Name:   
 Title:   
 Date:

#### For Customer:

Signature \_\_\_\_\_  
 Name:   
 Title:   
 Date:



### CUSTOMER PREFERENCES

#### BILLING TYPE:

- Consolidated Billing
- Dual Billing

#### HOW TO RECEIVE BILL:

- Email
- Mail
- Fax

#### HOW TO PAY BILL:

- Electronic Funds Transfer
- Credit Card
- Check
- Wire

#### CUSTOMER INFORMATION:

Date

Customer Name

Mailing Address

Contact Name

Phone Number

Email Address

Billing Email

Tax ID

#### UTILITY COMPANY(S):

Liberty Utilities

(FKA NationalGrid - NH)

### CUSTOMER DISCLOSURE STATEMENT

#### PRICE PLAN CHOSEN BY CUSTOMER:

- Fixed Full Requirements Rate
- NYMEX-plus Fixed Adder Rate
- Three for All Rate

#### HOW PRICE IS DETERMINED:

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

NYMEX-plus Fixed Adder Rate shall each month reflect the NYMEX Closing Price as of the last day of each month plus a Fixed Adder of  per Therm/CCF at the Burner Tip.

Three for All Rate, in the months of January, February, and March, shall reflect a Fixed Full Requirements Rate of  per therm/CCF, at the Burner Tip, for commodity supply provided under this Agreement, plus all applicable taxes, and in all remaining months, the price shall reflect the Monthly Variable Rate and all applicable taxes.

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

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

#### LENGTH OF AGREEMENT & END DATE:

The term of this contract is  months from effective date.

#### AMOUNT OF EARLY TERMINATION FEE ("ETF") AND METHOD OF CALCULATION:

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

#### AMOUNT OF LATE PAYMENT FEE & METHOD OF CALCULATION:

1.5% per month on overdue balances.

CUSTOMER INITIALS



## AGERA ENERGY TERMS & CONDITIONS

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

**2. Term.** The Term is set forth on the Customer Disclosure Statement.

This Agreement shall commence on the meter read date following the submission of an enroll transaction to the LDC provided the LDC receives the transaction 48 hours prior to the next meter read date, and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). During the Initial Term Customer makes a commitment to purchase from Agera. Customer has a right to change CNGS subject to the terms of this agreement.

Unless otherwise agreed to, upon completion of the Initial Term, all products (NYMEX-plus, Three for All, Fixed Full Requirements and Variable) will renew on a month to month basis with a monthly variable rate methodology explained in Section 19, with no change to the remaining items (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Agera may cancel or terminate this Agreement by providing 30 days advance written notice of termination to the other party.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be as set forth in the Customer Disclosure Statement. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges.

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

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

Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LDC for Agera will be grounds for termination of service subject to the States rules and regulations. For "Dual Bill" options, Agera will invoice Customer monthly for natural gas supplied under this Agreement, as measured by the LDC. Under Dual Billing, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. Under Consolidated Billing, Customers will be subject to the late payment charge of the LDC responsible for billing Customer. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments.

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

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

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

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

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

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 9:00 a.m. - 4:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at [customer@ageraenergy.com](mailto:customer@ageraenergy.com). Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Affairs Division at (800)-852-3793 or (800)-735-2964 (TDD Access Relay NH), or writing to the Commission at 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429.

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

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

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

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

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

**12. Liability.** The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages, or any remedy available to Customer under the regulations of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or

CUSTOMER INITIALS



### AGERA ENERGY TERMS & CONDITIONS CONT.

punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

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

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

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

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

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

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

### ACCOUNTS

BILLING TYPE:	SERVICE ADDRESS:	UTILITY:	FIXED RATE:	FIXED ADDER RATE (IF APPLICABLE)	THERM	CCF	DESIRED START MONTH: (IF APPLICABLE)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				

\*Attach additional accounts if necessary. Check if applicable:

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

In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the Ohio Uniform Business Practices.

**Agera Energy LLC:**

Signature: \_\_\_\_\_

Name:

Title:

Date:

**For Customer:**

Signature: \_\_\_\_\_

Name:

Title:

Date: