



555 Pleasantville Rd. S-107  
Briarcliff Manor, NY 10510  
1.844.692.4372

*Via overnight and electronic delivery*

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

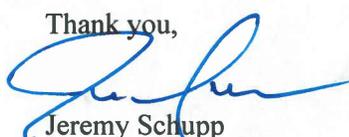


11/27/2017

RE: Agera Energy LLC – Natural Gas Renewal Application

Dear Executive Director,

Please find one original and two copies of Agera Energy LLC's ("Agera") renewal application for Agera's CNGS license. This application includes a continuation certificate extending the term of the bond the Commission has on file. Agera respectfully requests a waiver of the term requirements specified in PUC 3003.03. The bond contains an evergreen provision. Included in this application packet is the renewal registration fee.

Thank you,  
  
Jeremy Schupp  
CEO

- (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 ; WWW.Ageraenergy.com**
- (2) The applicant's business address, telephone number, and e-mail address; **555 Pleasantville Rd, S107, Briarcliff Manor, NY 10510; (914) 236-1405 ; regulatory@ageraenergy.com**
- (3) The applicant's place of incorporation, if anything other than an individual; **Agera is a Delaware Limited Liability Company**
- (4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual; **Michael Nordlicht; 555 Pleasantville Rd S107, Briarcliff Manor, NY 10510; (914)236-1406; mnordlicht@ageraenergy.com**
- (5) The following regarding any affiliate or subsidiary of the applicant which is conducting business in New Hampshire: a. The name, business address and telephone number of the entity; b. A description of the business purpose of the entity; and c. A description of any agreement(s) with any affiliated New Hampshire LDC(s);**No affiliates or subsidiaries of Agera operate in New Hampshire**
- (6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available; **Paula Cronin; Manager Customer Care; [customercare@ageraenergy.com](mailto:customercare@ageraenergy.com); 1-844-692-4372**
- (7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries. **Michael Nordlicht; General Counsel; (914) 236-1406; mnordlicht@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 Merrimack County**
- (9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual; **See Attachment 9**
- (10)A list of LDCs in New Hampshire through which the applicant intends to provide service. To the extent an applicant does not intend to provide service in the entire franchise area of an LDC, this list shall delineate the cities and towns where the applicant intends to provide service; **Agera intends to provide service in all service areas in New Hampshire.**
- (11)A description of the types of customers the applicant intends to serve; **Agera intends to serve all customer types including residential, small commercial and large commercial. Agera currently does not serve residential customers.**
- (12)A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of natural gas; **See Attachment 12**
- (13)A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court: **Agera Energy LLC, including its managers and members, have never been convicted of a felony.**

- (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 has not had any civil, criminal, or regulatory sanctions or penalties imposed against it pursuant to any State or Federal consumer protection law or regulation; Agera has not settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; Agera is not 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; **NA**
- (16) For those applicants intending to telemarket, a statement that the applicant shall: a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and; c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry; **NA**
- (17) For those applicants that intend not to telemarket, a statement to that effect; **Agera does not intend to telemarket.**
- (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 Attachment 18**
- (19) A copy of any customer contracts or representative samples of contracts the applicant intends to use; **See Attachment 19**
- (20) A statement that the CNGS has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements; **Agera will verify the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements.**
- (21) A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete; **Applicant has the authority to file this application on behalf of CNGS and the contents of this renewal application are truthful, accurate and complete.**
- (22)



Jeremy Schupp

CEO

**ATTACHMENT 9**

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AGERA ENERGY LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on April 17, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 707159



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20th day of November A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**ATTACHMENT 12**

State	Owning Co.	Date of Complaint	Date of Response	Customer Name	Customer #	PUC Case #	Reason for Complaint
NY	Agera	1/18/2017	1/18/2017	Debby Afraini	35640053	711483	ETF
MD	Agera	4/19/2017	4/24/2017	Caudill Hunter	35684293	417330099-W	ETF
IL	Agera	5/2/2017	5/2/2017	Illinois Farmers State Bank	35694168	2017-04077	ETF
OH	Agera	5/24/2017	5/30/2017	Winesburg Group	35682213	JBAI052417A9	Sales/ETF
NY	Agera	6.15.17	6.15.17	Joseph Pawson	35640361	NYS DPS 724153	Slamming Complaint
OH	Agera	7.11.17	7.11.17	Mary Johnson	None	MIOH062017GW	Not a customer of ours.
NY	Agera	7.11.17	7.11.17	Joseph Pawson	35640361	NYS DPS 724153	Resent information received a delinquent notice from PUC
NY	Agera	8.22.17	8.22.17	Acierno Garage Corp	35710092	731375	Utility Issue with canceled usage.
NY	Agera	8.23.17	8.23.17	Acierno Garage Corp	35710092	731375	Utility Issue with canceled usage.
ME	Agera	10.25.17	10.25.17	McTeague Higbee Case	35684764	5.14027E+12	Claims attempting to contact us and wants to drop

**ATTACHMENT 18**



Agera Customer Number: 35600000

Invoice Number: 35600000-9400001

Invoice Date: Sep 21, 2017

Payment Date: Oct 1, 2017

### Contact Information

Phone: 844-692-4372 (844-MY-AGERA)

Fax: 888-277-2380

Hours: 8:30am - 6pm EST  
555 Pleasantville Rd. S-107  
Briarcliff Manor, NY 10510

Payment Method: CHECK

Make Check Payable to: Agera Energy

Email: CustomerCare@AgeraEnergy.com



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

### Agera Message Center

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

### Billing Address

Customer Contact Name

Customer Name

Street Address

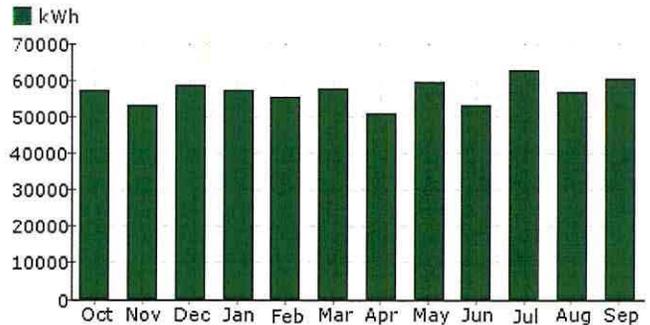
City, State Zip code

### Billing Summary

Current Energy Charges \$12.54

Current Amount Due \$12.54

### Usage Chart



### Recent Account Activity

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

Invoice Number	Invoice Date	Due Date	Invoice Amount	Payment Status
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Outstanding Balance: \$0.00



**ATTACHMENT 19**



Contract Prepared On Date:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Customer Enrollment Information

#### Customer Information

Legal Business Name:

\_\_\_\_\_

Mailing Address:

Street

\_\_\_\_\_

Unit /Apt

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

\_\_\_\_\_

Phone Number:

Area Code

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Ext.

\_\_\_\_\_

Fax Number:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Contact Name:

First

\_\_\_\_\_

Last

\_\_\_\_\_

Contact Title:

\_\_\_\_\_

Contact Email Address:

\_\_\_\_\_

Billing Email Address:

\_\_\_\_\_

Tax ID:

\_\_\_\_ - \_\_\_\_\_

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

#### Price Plan Chosen by Customer

- Fixed Full Requirements     NYMEX-plus Fixed Adder

#### Notification Preferences

How to Receive Notifications:

- Email  
 Mail  
 Fax

#### Billing Preference

Billing Type:

- Consolidated  
 \*Dual

#### \*Dual Billing Only

How to Pay Bill:

- Electronic Funds Transfer  
 Credit Card  
 Wire

Initials \_\_\_\_\_



### Customer Enrollment Information Cont.

#### Account Information

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Fixed Price:

\$  .

Fixed Adder:

\$  .

Unit

Term

Start Date (MM/YY):

/

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Fixed Price:

\$  .

Fixed Adder:

\$  .

Unit

Term

Start Date (MM/YY):

/

Additional Accounts Attached

Total Estimated Historical Annual Usage

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

Customer Authorization:

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Agera Authorization:

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## Customer Disclosure Statement

### Price Plan Chosen by Customer:

Fixed Full Requirements       NYMEX-plus Fixed Adder

### How Price is Determined:

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

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

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

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

### Length of Agreement and End Date:

The term of this contract is  months from effective date.

### Process Customer May Use to Rescind Agreement Without Penalty:

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

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

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

### Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

Initials \_\_\_\_\_



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

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

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

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

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

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

Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LDC for Agera will be grounds for termination of service subject to the States rules and

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

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

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

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

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

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

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at [customer@ageraenergy.com](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 of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

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

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

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

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

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

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

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

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



Contract Prepared On Date:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Customer Enrollment Information

#### Customer Information

Legal Business Name:

\_\_\_\_\_

Mailing Address:

Street

\_\_\_\_\_

Unit /Apt

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

\_\_\_\_\_

Phone Number:

Area Code

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Ext.

\_\_\_\_\_

Fax Number:

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Contact Name:

First

\_\_\_\_\_

Last

\_\_\_\_\_

Contact Title:

\_\_\_\_\_

Contact Email Address:

\_\_\_\_\_

Billing Email Address:

\_\_\_\_\_

Tax ID:

\_\_\_\_ - \_\_\_\_\_

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

#### Price Plan Chosen by Customer

Agera Flex (variable rate)

#### Notification Preferences

How to Receive Notifications:

- Email
- Mail
- Fax

#### Billing Preference

Billing Type:

- Consolidated
- \*Dual

#### \*Dual Billing Only

How to Pay Bill:

- Electronic Funds Transfer
- Credit Card
- Wire

Initials \_\_\_\_\_



### Customer Enrollment Information Cont.

#### Account Information

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Initial Agera Flex Price<sup>†</sup>:

\$  .

Unit

Term

Start Date (MM/YY):

/

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Initial Agera Flex Price<sup>†</sup>:

\$  .

Unit

Term

Start Date (MM/YY):

/

<sup>†</sup>Initial rate applies for service during the first month, after this the rate will be subject to change, see section 19.

Additional Accounts Attached

Total Estimated Historical Annual Usage

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

Customer Authorization:

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Agera Authorization:

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## Customer Disclosure Statement

### Price Plan Chosen by Customer:

Agera Flex (variable rate)

### How Price is Determined:

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

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

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

### Length of Agreement and End Date:

The term of this contract is  months from effective date.

### Process Customer May Use to Rescind Agreement Without Penalty:

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

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

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

### Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

### Provisions for Renewal of the Agreement:

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

Initials \_\_\_\_\_



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

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

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

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

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

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

Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LDC for Agera will be grounds for termination of service subject to the States rules and

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

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

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

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

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

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

Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at [customer@ageraenergy.com](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 of the NHPUC. All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

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

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

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

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

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

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

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

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



Contract Prepared On Date:

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

Customer Enrollment - Customer Information

Legal Business Name:

Legal Business Name input field

Mailing Address:

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

Phone Number:

Phone number input fields: Area Code, three digits

Fax Number:

Fax number input fields: three digits

Contact Name:

Contact name input fields: First, Last

Contact Title:

Contact Title input field

Contact Email Address:

Contact Email Address input field

Billing Email Address:

Billing Email Address input field

Tax ID:

Tax ID input fields: [ ] - [ ]

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

Price Plan Chosen by Customer

- Fixed Full Requirements, NYMEX-plus Fixed Adder

Notification Preference, Billing Preference, \*Dual Billing Only

How to Receive Notifications:

- Email, Mail, Fax

Billing Type:

- Consolidated, \*Dual

How to Pay Bill:

- Electronic Funds Transfer, Credit Card, Wire

Initials \_\_\_\_\_



**Customer Enrollment - Account Information**

**Account Number:**  **Utility:**

**Service Address:**

Street  Unit /Apt.

City  State  Zip Code

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

**Account Number:**  **Utility:**

**Service Address:**

Street  Unit /Apt.

City  State  Zip Code

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

Additional Accounts Attached Total Estimated Historical Annual Usage

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

**Customer Authorization:**

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Agera Authorization:**

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## Customer Disclosure Statement

### Price Plan Chosen by Customer:

Fixed Full Requirements       NYMEX-plus Fixed Adder

### How Price is Determined:

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

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

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

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

### Length of Agreement and End Date:

The term of this contract is  months from effective date.

### Process Customer May Use to Rescind Agreement Without Penalty:

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

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

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

### Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

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

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

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

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

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

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

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

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

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

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at [customer@ageraenergy.com](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 punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

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

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

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

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

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

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

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



Contract Prepared On Date:

\_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Customer Enrollment - Customer Information**

Legal Business Name:

\_\_\_\_\_

Mailing Address:

Street \_\_\_\_\_ Unit / Apt \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number:

Area Code \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Ext. \_\_\_\_\_

Fax Number:

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Contact Name:

First \_\_\_\_\_ Last \_\_\_\_\_

Contact Title:

\_\_\_\_\_

Contact Email Address:

\_\_\_\_\_

Billing Email Address:

\_\_\_\_\_

Tax ID:

\_\_\_\_ - \_\_\_\_\_

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

**Price Plan Chosen by Customer**

Agera Flex (variable rate)

**Notification Preference      Billing Preference      \*Dual Billing Only**

How to Receive Notifications:

- Email
- Mail
- Fax

Billing Type:

- Consolidated
- \*Dual

How to Pay Bill:

- Electronic Funds Transfer
- Credit Card
- Wire

Initials \_\_\_\_\_



**Customer Enrollment - Account Information**

**1**

**Account Number:**  **Utility:**

**Service Address:**

Street  Unit /Apt.

City  State  Zip Code

**Initial Agera Flex Price<sup>†</sup>:** \$  **Unit**  **Term**  **Start Date (MM/YY):**  /

**2**

**Account Number:**  **Utility:**

**Service Address:**

Street  Unit /Apt.

City  State  Zip Code

**Initial Agera Flex Price<sup>†</sup>:** \$  **Unit**  **Term**  **Start Date (MM/YY):**  /

<sup>†</sup>Initial rate applies for service during the first month, after this the rate will be subject to change, see section 19.

**Additional Accounts Attached** **Total Estimated Historical Annual Usage**

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

**Customer Authorization:**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Agera Authorization:**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_



**Customer Disclosure Statement**

**Price Plan Chosen by Customer:**

Agera Flex (variable rate)

**How Price is Determined:**

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

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

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

**Length of Agreement and End Date:**

The term of this contract is  months from effective date.

**Process Customer May Use to Rescind Agreement Without Penalty:**

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

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

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

**Amount of Late Payment Fee and Method of Calculation:**

1.5% per month on overdue balances.

**Provisions for Renewal of the Agreement:**

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

Initials \_\_\_\_\_



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

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

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

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

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

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

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

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

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

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

In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. Customer may obtain additional information by contacting Agera at 1.844.692.4372 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at [customercare@ageraenergy.com](mailto:customercare@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 punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

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

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

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

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

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

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

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

**Continuation Certificate**



Warrenville  
27201 Bella Vista Pkwy Ste 310  
Warrenville, Illinois 60555  
+1 (866) 456-9584 Fax: +1 (866) 547-4877

## Continuation Certificate

To be attached to and form a part of surety bond number 404012811 (the "Bond"), for Competitive Natural Gas Supplier dated the 14th day of May, 2015, in the penal sum of 100,000 USD issued by The Ohio Casualty Insurance Company as surety (the "Surety"), on behalf of Agera Energy LLC as principal (the "Principal"), in favor of New Hampshire Public Utilities Commission, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 3rd day of February, 2019, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 6th day of November, 2017.

The Ohio Casualty Insurance Company  
\_\_\_\_\_  
(Surety)

By: Timothy A. Mikolajewski  
Timothy A. Mikolajewski, Assistant Secretary



**SHIPPER STATUS**



## KINDER MORGAN PIPELINES

### DIRECT ACCESS REQUEST TRACKING ("DART") SYSTEM LICENSE AGREEMENT

This Direct Access Request Tracking ("DART") System License Agreement ("Agreement") is entered into between the natural gas entities listed below (referred to herein individually as a "Kinder Morgan Pipeline" and collectively as the "Kinder Morgan Pipelines" and Agera Energy LLC, ("Subscriber"). The Kinder Morgan Pipelines and Subscriber are at times referred to herein collectively as the "Parties" and individually as a "Party".

#### WITNESSETH:

**WHEREAS**, the Kinder Morgan Pipelines use a variety of electronic information systems to communicate with their respective customers and other third parties and to provide and manage transportation and related services in the normal course of business, such systems known as the DART System, the CIG Xpress System, the PASSKEY System, the PASSPORT System, and the SoNet Premier System; and

**WHEREAS**, the Kinder Morgan Pipelines desire to conduct such communication and business activities by use of the DART System only (which as referenced herein may from time to time include other electronic/IT systems or programs used to perform specific business functions), and thus over time intend to discontinue use of the CIG Xpress, PASSKEY, PASSPORT, and SoNet Premier systems (each, a "Non-DART System"); and

**WHEREAS**, along with expanding its use of the DART System, the Kinder Morgan Pipelines desire to upgrade and enhance the manner in which existing subscribers are accessing and using the DART System; and

**WHEREAS**, Subscriber, through its duly authorized representatives, desires to begin and/or continue, as applicable, using the DART System on those Kinder Morgan Pipelines upon which the DART System is, or becomes, implemented, such use to be in the manner and for the purposes set forth herein.

**THEREFORE**, as of the effective date set forth below ("Effective Date"), for and in consideration of the mutual benefits to accrue to the Parties hereunder, Subscriber and the Kinder Morgan Pipelines agree as follows:

- 1. Identity of the Kinder Morgan Pipelines.** The Kinder Morgan Pipelines consist of natural gas entities that are owned in whole or in part and operated by a subsidiary or affiliate of Kinder Morgan, Inc.. By signing this Agreement, Subscriber will have the ability through the DART System to interact with and conduct business on one or more of the Kinder Morgan Pipelines subject to the applicable Kinder Morgan Pipeline's FERC Gas Tariff ("Tariff") or Statement of Operating Conditions ("SOC"), as such Tariff or SOC may be revised from time to time, corporate governance restrictions, and internal business procedures, as applicable; provided however, that particular business functions accessible through the DART System may not be applicable to every Kinder Morgan Pipeline, and Subscriber's ability to interface with a particular Kinder Morgan Pipeline will depend in part upon the nature and extent of Subscriber's business relationship with a particular Kinder Morgan Pipeline.
- 2. Term.** This Agreement shall become effective as of the Effective Date, and shall remain in force until terminated by either Subscriber or the applicable Kinder Morgan Pipeline or Pipelines upon which Subscriber is conducting business via the DART system giving the other not less than ten (10) business days' prior written notice; provided however that termination of this Agreement shall not affect the respective obligations or rights of the Parties arising out of any business transacted through the DART System prior to termination or arising out of the confidentiality provisions of this Agreement. Termination of this Agreement shall not be construed or interpreted as having the effect of terminating any service or related agreement(s) executed by Subscriber while using the DART System during the period in which this Agreement was in effect. Any removal of a particular Kinder Morgan Pipeline from the identified group of Kinder Morgan Pipelines (due to divestiture or otherwise) will immediately and automatically terminate this Agreement only as to such removed Kinder Morgan Pipeline and Subscriber.
- 3. License.** Subscriber acknowledges that the DART System is proprietary to the Kinder Morgan Pipelines, that access is granted for the convenience of the Subscriber, and that the Kinder Morgan Pipelines retain all rights of ownership in the DART System. Nothing contained herein shall be construed to give Subscriber an express or implied license or right in any of the Kinder Morgan Pipelines' existing or future copyrights, trademarks, service marks, trade secrets.

patents, patent applications or other proprietary rights associated with the DART System, including the design and architecture thereof. Subscriber shall not reverse engineer, decompile, disassemble or engage in any other acts regarding the source code of the DART System in its present or any future version. The Kinder Morgan Pipelines reserve the right to modify, change, adjust, replace or terminate all or any portion of the DART System at any time and for any reason.

**4. DART System Business Functions.**

- a. Pursuant to the provisions of this Agreement, and subject to any limitations contained in an individual Kinder Morgan Pipeline's Tariff or SOC and/or internal business procedures, as applicable, Subscriber shall be given access to the DART System and allowed to use the DART System to perform the following business functions, as applicable, on the specific Kinder Morgan Pipelines to which Subscriber is given access via a logon ID and password in accordance with this Agreement: (1) obtain information relating to service under Subscriber's existing service agreement(s); (2) request new service(s); (3) submit or confirm nominations; (4) enter into or amend existing service agreements (through use of online, electronic execution procedures); (5) designate the notice contacts required under service agreements or applicable Tariffs or SOC; (6) submit imbalance resolution elections or implement trades; (7) designate or change receipt and delivery points under service agreements; (8) view and download gas volume data; and (9) view and download invoices. Such available business functions may change from time to time as specified by the Kinder Morgan Pipelines, and any such changes will be communicated by system-wide notice(s) posted on the Kinder Morgan Pipelines' Website. Subscriber and/or its authorized users shall obtain at its cost computer hardware and software necessary to utilize the DART System (including without limitation, a NAESB-compliant internet browser, Adobe document reader software, and Citrix networking software, all as upgraded and superseded from time to time). Additionally, Subscriber and/or its authorized users will ensure the lawful installation and maintenance of such software for each computer, smart phone, tablet, or other internet-compatible device from which the DART System will be accessed.
- b. Should Subscriber participate in a capacity release program on an interstate Kinder Morgan Pipeline, Subscriber can, subject to such Kinder Morgan Pipeline's Tariff and/or internal business procedures, use the DART System to post an offer to release capacity, place or withdraw bids for released capacity, and recall released capacity. In addition, subject to applicable Tariff and/or internal business procedures, if capacity is awarded to Subscriber in a temporary capacity release transaction, the DART System will automatically create a binding agreement with the subject Kinder Morgan Pipeline under terms consistent with such Kinder Morgan Pipeline's current applicable form of service agreement and the terms of such release transaction contained in the applicable capacity release documentation (e.g., offer, bid) related thereto.
- c. As each Non-DART System is discontinued or as Subscriber's business needs evolve, Subscriber shall be entitled to revise or shift its usage of the DART System among the Kinder Morgan Pipelines as necessary to meet Subscriber's commercial interests and as consistent with this Agreement.

**5. Access and Security Terms.**

- a. Subscriber shall designate one or more individual(s) as an External Security Administrator ("ESA") for the purpose of identifying individual user(s) that require access to the DART System, and establishing access rights for authorized users on behalf of Subscriber. The initial designation of an ESA shall be made in writing and in the form required by the Kinder Morgan Pipelines ("ESA Request Form"). Subscriber can designate more than one ESA, and can designate replacement/additional ESA(s) from time to time by effecting such changes via the DART System. Upon receipt and acceptance of the ESA Request Form, the Kinder Morgan Pipelines or its designee shall provide Subscriber with necessary user information ("User ID(s)") and perform related setup activities for the indicated ESA. Subscriber's ESA shall be responsible for requesting DART System access for new users and updating any individual user's information and system access authority in the DART System for Subscriber's users, including, but not limited to, any changes in a user's or ESA's employment status or role in performing certain activities on behalf of Subscriber. Subscriber's ESA shall be required to perform periodic reviews of the status of a Subscriber's individual users. Subscriber represents and warrants to the Kinder Morgan Pipelines that the person(s) who are designated to perform a specific function or activity from time to time will have been duly authorized by Subscriber to perform that activity. In particular, Subscriber understands and agrees that those persons so designated to execute contracts will have the authorization necessary to enter into service agreements, amended service agreements, discount or negotiated rate agreements, or other agreements or contracts in the DART System on behalf of Subscriber, and Subscriber acknowledges that any such contracts, agreements or amendments entered into through the DART System shall legally bind Subscriber to the terms and

conditions thereof. Subscriber also understands and acknowledges that persons designated to submit any offer, bid or recall for capacity on behalf of Subscriber pursuant to an interstate Kinder Morgan Pipeline's capacity release program will have the authorization necessary to bind Subscriber to the results of such actions, including the acquisition or release of Subscriber's capacity and the associated additional charges or revised capacity rights created once the subject release transaction has been effectuated.

- b. Any person permitted by Subscriber to access the DART System as provided in Section 5.a. above must have, and shall be deemed to have, the legal authority to act on behalf of Subscriber in performing those functions as listed on the menu of the DART System which may change from time to time. The person or persons executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to authorize the appointment of the ESA and other representatives of Subscriber to perform the specified functions. The Kinder Morgan Pipelines shall be entitled to rely on Subscriber's request in writing or its ESA's designation online of any individual user as having been duly authorized by Subscriber to perform the designated function or activity. It shall be Subscriber's responsibility to ensure that only properly designated individuals are granted access to the DART System. The Kinder Morgan Pipelines can act, and shall be fully protected by Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through the DART System.
  - c. None of the Kinder Morgan Pipelines shall have responsibility to monitor Subscriber's employees' access to the DART System or to determine or verify whether each individual using the issued User ID either (i) has the authority to perform the designated function or (ii) is actually the same employee that was issued the User ID. Any use of the DART System through the use of valid User IDs issued to Subscriber that have not been reported to the Kinder Morgan Pipelines as missing or stolen, shall be deemed to be used by Subscriber. Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of User ID issued to Subscriber including, but not limited to, the use of such User ID and passwords by persons who are no longer under Subscriber's employment or control or no longer have the requisite authorization to conduct business on the DART System.
  - d. A User ID that remains inactive for one year or longer is subject to immediate suspension without notice. The Kinder Morgan Pipelines reserve the right to invalidate, immediately and without notice any User ID reasonably believed to have been subject to unauthorized, invalid or improper use or when one or more of the Kinder Morgan Pipelines have reason to believe that a security breach has occurred. Further, the Kinder Morgan Pipelines reserve the right to invalidate immediately and without prior notice any User ID or password in the event Subscriber breaches any of the terms of this Agreement.
6. **Confidentiality.** Subscriber shall treat all User IDs and passwords as confidential and allow use of such User IDs only by personnel that are designated by Subscriber's ESA. Subscriber agrees that it will not disclose and will inform its authorized personnel to keep confidential and not disclose any of the User IDs and passwords assigned to Subscriber to anyone without authority to access or conduct business on the DART System. Subscriber agrees to report to the Kinder Morgan Pipelines upon which it conducts business through the DART System as soon as possible if it has reason to believe that a User ID has been misappropriated or stolen either directly or indirectly through the misappropriation ("hacking") of data on Subscriber's systems or if there is any indication that a security breach has occurred. Subscriber agrees to access data only for which it has authorization. Subscriber will notify the Kinder Morgan Pipelines in the event it is able to access through the DART System a third party's proprietary information or data not related to business transactions conducted by Subscriber. Subscriber shall also treat all information concerning the design or structure of the DART System as confidential, except as provided herein, and shall use reasonable efforts to prevent any unauthorized use of the DART System or the disclosure of any information relating to the design or structure of the DART System to any third party, whether such information is in the form of abstracts, printouts, computer generated data aggregations or files, or otherwise. Confidential information shall not include information that is: (1) public at the time of disclosure to Subscriber; (2) in Subscriber's possession at the time of disclosure through means which were not in violation of any obligation of confidentiality; (3) disclosed to Subscriber by a third party not under an obligation of confidentiality; or (4) required to be disclosed by Subscriber pursuant to applicable law, rule or regulation. Subscriber shall give the Kinder Morgan Pipelines upon which it conducts business through the DART System written notice within three (3) business days of Subscriber's discovery of any event which reasonably suggests that the confidential relationship described herein has been violated by Subscriber. If Subscriber fails to maintain the confidentiality as specified herein, the Kinder Morgan Pipelines retain the right, in addition to any other remedy that the Kinder Morgan Pipelines may have, to immediately terminate this Agreement without prior notification. Subscriber's obligations under this section shall survive the termination of this Agreement.

**7. Limited Warranty.**

- a. The Kinder Morgan Pipelines will make reasonable efforts to ensure that the information accessible through the DART System is accurate and complete and to minimize any system downtime. However, the Kinder Morgan Pipelines do not warrant that any information accessible or transmitted through the DART System is, in fact, accurate, complete or without error. Subscriber acknowledges that, as with any electronic system, the DART System is subject to interruptions, failures and data corruption and that downtime may be necessary for repair, modification, upgrades or maintenance on the DART System. Therefore, Subscriber acknowledges that none of the Kinder Morgan Pipelines shall be responsible for any data additions, omissions, failures, delays or interruption of the DART System.
- b. THE KINDER MORGAN PIPELINES MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE OPERATION, PERFORMANCE OR USE OF THE DART SYSTEM.

**8. Disclaimer of Liability.**

- a. Except for the negligence, bad faith, fraud or willful misconduct of the Kinder Morgan Pipelines, the Kinder Morgan Pipelines expressly disclaim any and all liability for loss or damage to Subscriber or to any third parties associated with Subscriber's actions on or use of the DART System, including but not limited to any loss or damage resulting from any one or more of the following: (i) Subscriber's negligent or otherwise improper use of the DART System; (ii) any unauthorized use of the DART System; (iii) the loss or disclosure, whether deliberate or inadvertent, of any User ID or password provided to Subscriber under the terms herein; (iv) any events of force majeure as specified under the terms of the respective Kinder Morgan Pipelines' Tariffs or SOCs, but also specifically including, electrical shortages or surges and/or power outages; (v) the performance of any third-party software or systems, third-party service providers, or Subscriber's internal networks, including the compatibility of the DART System therewith; (vi) an error in the entry of security or access data by Subscriber's ESA; and (vii) any defects in computer hardware or equipment, interruption or failure of computer equipment, or other technical matters beyond the Kinder Morgan Pipelines' control.
  - b. Subscriber agrees to defend, indemnify and hold each of the Kinder Morgan Pipelines (collectively and individually) harmless for all claims, demands, and causes of action, and any resulting damages, losses, costs and expenses (including reasonable attorneys' fees and court costs) and all other liabilities of any nature whatsoever which may be asserted against or imposed upon any of the Kinder Morgan Pipelines by any entity arising from Subscriber's use of the DART System, whether or not such use was proper or improper, or a breach of this Agreement by Subscriber. However, Subscriber shall not be obligated to defend or indemnify any of the Kinder Morgan Pipelines (collectively or individually) for the negligence, bad faith, fraud or willful misconduct of such party. If Subscriber is a municipality or other state instrumentality, this Section 8(b) shall not apply to the extent it is contrary to the laws of the state in which the municipality or other state instrumentality is located.
  - c. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR AS A RESULT OF THE USE OR THE INABILITY TO USE THE DART SYSTEM. IN PARTICULAR, AND WITHOUT INTENT TO LIMIT THE FOREGOING, THE KINDER MORGAN PIPELINES ARE NOT RESPONSIBLE FOR LOST PROFITS OR REVENUES, DAMAGE TO COMPUTER HARDWARE OR SOFTWARE, LOSS OF DATA, OR CLAIMS OF SUBSCRIBER OR THIRD PARTIES ARISING OUT OF SUBSCRIBER'S USE OF THE DART SYSTEM.
9. **Validity and Enforceability of Agreements and Notices.** This Agreement has been executed by the Parties to evidence their mutual intent to exchange information and conduct business by use of the DART System, including the creation of binding service and/or related agreements, amendments, and obligations arising thereunder and otherwise related thereto. Any contractual commitment executed on the DART System shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The Parties agree not to contest the validity or enforceability of any such contractual commitments under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby. Any contractual commitment entered into by the Parties through the DART System may be introduced as documentary evidence in any judicial, arbitration, mediation or administrative proceedings, and will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of any contractual commitment entered into by the Parties through the DART System under either the business records exception to the hearsay rule or the best evidence rule on the basis that the contractual commitments were

not originated or maintained in documentary form. To the extent Subscriber and the Kinder Morgan Pipelines utilize the DART System to transmit and receive notices consistent with the terms of the respective Tariffs, SOCs, and service agreements of the Kinder Morgan Pipelines, then such notice obligations shall be deemed to be satisfied and shall constitute valid notice by the Party giving such notice. Subscriber is responsible for maintaining and updating the email addresses of those individual users that Subscriber elects to receive electronic notices under the terms of the Kinder Morgan Pipelines' Tariffs and SOCs and for ensuring that its personnel responsible for receiving electronic notices take all necessary steps to ensure that any notices received through e-mail messages are promptly opened and read.

10. Previous Systems and Agreements. If prior to the Effective Date of this Agreement, Subscriber was a party to any agreement with one or more Kinder Morgan Pipelines regarding access to and use of the DART System, then upon the Effective Date hereof (i) such agreements shall terminate and (ii) advance notice requirements for termination of such agreements shall be deemed waived. If, however, on the Effective Date of this Agreement Subscriber utilizes a Non-DART System to communicate and conduct business with one or more Kinder Morgan Pipelines, then: (i) Subscriber acknowledges that each such Kinder Morgan Pipeline intends over time to fully replace each Non-DART System with the DART System and terminate Subscriber's use of each Non-DART System at the applicable time of its complete conversion to the DART System; (ii) the Kinder Morgan Pipelines shall notify Subscriber through a system-wide posting on the Kinder Morgan Pipelines' Website of the date that each Non-DART System is being fully converted to the DART System; and (iii) on the applicable conversion date for each, Subscriber understands and acknowledges that the applicable Non-DART System will no longer be available for use.
11. Miscellaneous.
- a. This Agreement shall be interpreted in accordance with the laws of the State of Texas, notwithstanding any conflicts of laws principles that might require the application of the laws of another jurisdiction.
  - b. This Agreement is subject to any and all present and future valid and applicable laws and regulations of any court of law, governmental entity or authority or regulatory agency having jurisdiction over the Kinder Morgan Pipelines or the subject matter hereof. Any transactions performed by the Subscriber through its use of the DART System shall be subject to and governed by the terms and conditions of the respective Kinder Morgan Pipeline's Tariff or SOC.
  - c. Subscriber understands and agrees that violation in any material respect of any of the provisions of this Agreement by Subscriber would cause immediate and irreparable harm to the Kinder Morgan Pipelines and that no adequate remedy exists at law, and the Kinder Morgan Pipelines shall be entitled to immediate preliminary and other injunctive relief, without any requirement to post bond, against any violation of this Agreement by Subscriber. Injunctive relief shall in no way limit any other remedies available to the Kinder Morgan Pipelines.
  - d. If a court of competent jurisdiction finds any part of this Agreement invalid or unenforceable, that part will be severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remaining parts of this Agreement.
  - e. The Kinder Morgan Pipelines and Subscriber agree that a failure or delay in exercising any right, power, or privilege under this Agreement on the part of any of the Parties will not operate as a waiver of any other right, power, or privilege under this Agreement. Any single or partial exercise of any right under this Agreement will not preclude further exercise of that right in whole.
  - f. The Agreement and the terms thereof shall not be assignable by Subscriber or the Kinder Morgan Pipelines to any other Person without the prior written consent of the Party not seeking assignment of the Agreement, such consent not to be unreasonably withheld; provided, however, that this Agreement may be assigned by any of the Kinder Morgan Pipelines without the consent of Subscriber to an affiliate of such Kinder Morgan Pipeline with responsibility for the operation of the DART System that agrees to assume the terms and conditions herein; and, provided that the Agreement may be assigned by either Party in whole or in part without prior written approval to any person that acquires all of the assets of, merges with, changes the name of or assumes all of the obligations of Subscriber or one or more of the Kinder Morgan Pipelines.
  - g. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties regarding the subject matter herein without regard to any previous oral or written communications relating to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly authorized on this \_\_\_\_ day of \_\_\_\_\_, 20<sup>14</sup> ("Effective Date").

**SUBSCRIBER:**

Company Name: Agera Energy LLC

GID: \_\_\_\_\_ DUNS: 079334523

By: \_\_\_\_\_  
(Please sign)

Name: Michael Nordlicht  
(Please print)

Title: General Counsel  
(Must be an officer or authorized agent)

**THE KINDER MORGAN PIPELINES**

Interstate:

- Cheyenne Plains Gas Pipeline Company, L.L.C.
- Colorado Interstate Gas Company, L.L.C.
- El Paso Natural Gas Company, L.L.C.
- Elba Express Company, L.L.C.
- Gulf LNG Energy, LLC
- Gulf LNG Pipeline, LLC
- Horizon Pipeline Company, L.L.C.
- Kinder Morgan Illinois Pipeline LLC
- Kinder Morgan Louisiana Pipeline LLC
- Midcontinent Express Pipeline LLC
- Mojave Pipeline Company, L.L.C.
- Natural Gas Pipeline Company of America LLC
- Ruby Pipeline, L.L.C.
- Southern LNG Company, L.L.C.
- Southern Natural Gas Company, L.L.C.
- Tennessee Gas Pipeline Company, L.L.C.
- TransColorado Gas Transmission Company LLC
- Wyoming Interstate Company, L.L.C.
- Young Gas Storage, Ltd.

By: \_\_\_\_\_

Gene Nowak  
Transportation/Storage Services

**Signature Page to Direct Access Request Tracking ("DART") System License Agreement**