

DM17-175



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

NHPUC 9NOV17PM12:44

*Via overnight delivery*

Executive Director  
NHPUC  
21 South Fruit Street, Suite 10  
Concord, NH 03301

11/8/2017

RE: Agera Energy LLC CEPS Renewal Application

Dear Executive Director,

Enclosed please find an original and 2 copies of the renewal application of Agera Energy LLC's CEPS registration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MN', followed by the printed name and title.

Michael Nordlicht  
General Counsel



## Competitive Electric Power Supplier Application Form

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

Applicant's General Information		
Puc 2006.01(a)	Legal Name	Agera Energy LLC
	Trade Name (d/b/a) (if applicable)	
Puc 2006.01(b)	Business Mailing Address	555 Pleasantville Rd S107 Briarcliff Manor, NY 10510
	Telephone Number	9142361406
	E-Mail Address	mnordlicht@ageraenergy.com
	Website Address	www.ageraenergy.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	DE
Puc 2006.01(d)	Provide the name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) <sup>1</sup> if it is anything other than an individual. Use additional sheets as needed.	
	Name	Michael Nordlicht
	Title	Member / Manager (president/owner of Agera Management Corp, the manager of Agera Energy)
	Business Mailing Address	555 Pleasantville RD S107 Briarcliff Manor, NY 10510
	Telephone Number	9142361406-
	E-Mail Address	mnordlicht@ageraenergy.com
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	Email Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	E-Mail Address	

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



Affiliates and Subsidiaries		
Puc 2006.01(e)	Provide the following information regarding any affiliates <sup>2</sup> and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	NO AFFILIATES OPERATING IN NH
	Business Address	
	Telephone Number	- -
	Provide a description of the business purpose of the entity.	
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.	
	Name of Entity	
	Business Address	
Telephone Number	- -	
Provide a description of the business purpose of the entity.		
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.		

<sup>2</sup> "Affiliate" means any of the following:

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





Customer Service Department Contact		
Puc 2006.01(f)	Name	Paula Cronin
	Title	Manager, Customer Care
	Toll-Free Telephone Number (if available)	8446924372
	Telephone Number	9142055830
	E-Mail Address	<a href="mailto:customercare@ageraenergy.com">customercare@ageraenergy.com</a>

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Paula Cronin
	Title	Manager, Customer Care
	Business Mailing Address	555 Pleasantville Rd, S107
		Briarcliff Manor, NY 10510
	Telephone Number	914-205-5830
E-Mail Address	pcronin@ageraenergy.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Michael Nordlicht
	Title	General Counsel
	Business Mailing Address	555 Pleasantville Rd S107
		Briarcliff Manor, NY 10510
	Telephone Number	9142361406
E-Mail Address	mnordlicht@ageraenergy.com	

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Michael Nordlicht
	Title	General Counsel
	Business Mailing Address	555 Pleasantville Rd S107
		Briarcliff Manor, NY 10510
	Telephone Number	9142361406
E-Mail Address	mnordlicht@ageraenergy.com	





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

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	<p>List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.</p> <p>AGERA INTENDS TO SERVE LIBERTY UTILITIES, NEW HAMPSHIRE ELECTRIC COOP, NORTHEAST UTILITIES – PSNH, UNITIL</p>
Puc 2006.01(m)	<p>Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.</p> <p>AGERA INTENDS TO SERVE RESIDENTIAL, SMALL COMMERCIAL, LARGE COMMERCIAL AND INDUSTRIAL CUSTOMERS.</p>
Puc 2006.01(n)	<p>List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.</p> <p>MA, NH, RI, ME, CT, NY, NJ, DE, MD, DC, PA, OH, TX, IL, CA</p>



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

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



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

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

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(l)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(l)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(l)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(l)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(l)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	






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

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

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

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

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

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.</p> <p> Signature of the applicant or its authorized representative</p> <p>Name: MICHAEL NORDLICHT</p> <p>Title: GENERAL COUNSEL</p>	<p>11/8/2017 Date _____</p>

**ATTACHMENT H**

## Search Business Names

[← Back to Home \(/online\)](#)

## Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
Agera Energy LLC (/online/BusinessInquire/BusinessInformation? businessID=538627)	707159	Agera Energy LLC		Foreign Limited Liability Company	555 Pleasantville Road, South Building, Suite S-107, Briarcliff Manor, NY, 10510, USA	Vcorp Services, LLC	Good Standing

Page 1 of 1, records 1 to 1 of 1

[Back](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301

Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov) (mailto:corporate%40sos.nh.gov)

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**ATTACHMENT J**

C	Customer Directory															
C	Filename: customer_directory.csv															
C	Report for: 11/06/2017 - 11/06/2017															
C	Report generated: 11/06/2017 13:57:50 EST															
H	ID	Customer	Address 1	Address 2	Address 3	City	State	Zip	Country	Phone	Status	Sector	Type	Classification	Sub-Classif	Voting Stat
H	Number	String	String	String	String	String	String	String	String	String	String	String	String	String	String	String
D	51248	AR DG Small Group Member									ACTIVE	Alternative	Participant Group Member			Y
D	51154	AR LR Sma 40 Washington Street; Suite 2000 Westboro				MA		1581	USA		ACTIVE	Alternative	Participant Group Member			Y
D	126873	AR RG Large Group Member									ACTIVE	Alternative	Participant Group Member			Y
D	51155	AR RG Sma 6 Far Hills Drive				Avon	CT	6001	USA		ACTIVE	Alternative	Participant Group Member			Y
D	105833	Abest Pow 200 Connecticut Avenue 5th Floo				Norwalk	CT	6854	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	95605	Acadia Cer 8 Summer PO Box 583				Rockport	ME	4856	USA		ACTIVE	End User	Participant Governance Only			Y
D	50909	Acushnet C 333 Bridge Street				Fairhaven	MA	2719	CAN		ACTIVE	Alternative	Participant Market Participant			N
D	126631	Aesir Powe 162 Calle San Jorge Suite PH1				San Juan	PR	911	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	126587	Agera Ener 555 Pleasa South Building Ste 107				Briarcliff N	NY	10510	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	51320	Algonquin 354 Davis Road				Oakville	ON	L6J 2X1	CAN		ACTIVE	Transmissi	Participant Market Participant			Y
D	128194	Alphatarax 4201 Wilsc Suite 110154				Arlington	VA	22203	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	51398	Ambit Nor 1801 N. Lamar St. Suite 200				Dallas	TX	75202	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	51242	Ameresco 111 Speen Street				Framingha	MA	1701	USA		ACTIVE	Alternative	Participant Market Participant			N
D	51407	AmericaW 304 Federal RD, Suite 313				Brookfield	CT	6804	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	128640	American I 10601 Belcher Road South				Seminole	FL	33777	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	51268	American I 45 Commerce Drive				Wyomissin	PA	19610	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	51040	Ampersan 717 Atlantic Avenues, Suite 1A				Boston	MA	1211	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	51401	Antrim Wia 155 Fleet Street				Portsmouth	NH	3801	USA		ACTIVE	Alternative	Participant Market Participant			N
D	126853	Archer Ene 4026 N Hampton Dr				Powell	OH	43065	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	1	Ashburnha 24 William P.O. Box 823				Ashburnha	MA	1430	USA	(978) 827-1	ACTIVE	Publicly Ov	Participant Market Pai	Local Distr		Y
D	127125	Aspirity En 701 Xenia , Suite 475				Minneapolis	MN	55416	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	50387	Associated One Beacon Street - 16th Floor				Boston	MA	2108	USA	(617) 262-	ACTIVE	End User	Participant Governance Only			Y
D	118351	Astral Ener 580 Sylvan Ave, Suite 2J				Englewooc	NJ	7632	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	51048	Athens Ene 164 Harmony Rd, Box 120				Athens	ME	4912	USA		ACTIVE	Alternative	Participant Market Participant			N
D	127407	Atlantic En One Shore Unit 1				Oyster Bay	NY	11771	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	50760	Avangrid R 1125 NW Couch, Suite 700				Portland	OR	97209	USA		ACTIVE	Transmissi	Participant Market Participant			N
D	51403	BBPC LLC c 1515 Sheepshead Bay Road				Brooklyn	NY	11235	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	50427	BP Energy Helios Plaz 201 Helios Way				Houston	TX	77079	USA		ACTIVE	Supplier	Participant Market Participant			Y
D	50971	Backyard F 131 River Road				Madison	ME	4950	USA		ACTIVE	End User	Participant Market Participant			Y
D	50972	Backyard F 1050 Waltham Street, Suit 330				Lexington	MA	02421-802	USA		ACTIVE	End User	Participant Governance Only			N
D	126758	Bath Iron \ 700 Washington Street				Bath	ME	4530	USA		ACTIVE	End User	Participant Governance Only			Y
D	126803	Beacon Fal 769 Newfir Suite #8				Middletow	CT	6457	USA		ACTIVE	Generatio	Participant Market Pai	Provisiona		N
D	50794	Bear Swan 41 Victoria				Gatineau	PQ	J8X 2A1	CAN		ACTIVE	Supplier	Participant Market Participant			N
D	89	Belmont IV 40 Prince S PO Box 168				Belmont	MA	2478	USA	(617) 484-	ACTIVE	Publicly Ov	Participant Market Pai	Local Distr		Y
D	50865	Berkshire F 36 Moylan Lane				Agawam	MA	1001	USA		ACTIVE	Generatio	Participant Market Participant			N
D	51176	Berlin Stati One Cate S Suite 100				Portsmouth	NH	3801	USA		ACTIVE	Generatio	Participant Market Participant			N

**ATTACHMENT K**





**Liberty Utilities™**

## **COMPLETION OF EDI TESTING**

This is to certify that on December 22nd, 2014

**Agera Energy LLC**

completed all of the requirements of New Hampshire  
Code of Administrative Rules, Section PUC 2003.01(d).

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Deborah M. Gilbertson, Manager of Retail Choice  
Liberty Utilities (Granite State Electric) Corp.  
15 Buttrick Rd, Londonderry NH 03053



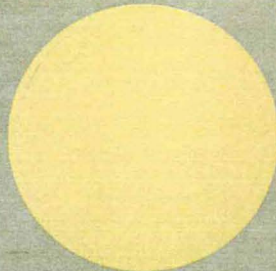
**Public Service of New Hampshire  
Certificate of Completion**

*is hereby granted to:*

**Agera Energy, LLC**

*to certify that they have completed to satisfaction*

**NH Supplier Training**



*Granted: 12/15/14*

*Aaron Downing*  
Aaron Downing  
PSNH Supplier Services





579 Tenney Mountain Highway  
Plymouth, NH 03264-3154  
www.nhec.coop  
603-536-1800 / 800-698-2007

**Test Acceptance Form                      January    23, 2015**

The undersigned agree that Agera Energy, LLC and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "DUAL" option on January 15, 2015.

Subject to continuation of bilateral agreements between Agera Energy, LLC and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, Agera Energy, LLC may submit customer enrollment transactions electronically to NHEC upon approval by New Hampshire Public Utility Commission to serve members in the New Hampshire Electric Cooperative service territory.

Competitive Supplier Company:      Agera Energy, LLC

Competitive Supplier Business Contact Signature: May 11  
Date of Test Acceptance: 3/1/2015

Competitive Supplier Technical Contact Signature: TR  
Date of Test Acceptance: 3/2/2015

Distribution Company:              New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: William Bayard  
Date of Test Acceptance: 1/23/2015

Distribution Company Technical Contact Signature: Mark Patton  
Date of Test Acceptance: 1/15/15





**Electronic Data Interchange (EDI) Certification**

***Unitil Energy Systems (UES)***

Issued to: Agera Energy  
Represented by: Ming Wang  
  
Issued by: Unitil Energy Systems  
Represented by: Lisa S. Glover, Energy Analyst  
  
Date: December 12, 2014

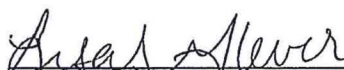
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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Agera Energy. As of December 12, 2014, Unitil Energy Systems does hereby declare Agera Energy as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

Agera Energy has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Agera Energy has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

---

  
Signature

12/12/14  
Date

Lisa S. Glover  
Energy Analyst  
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
EL\_SupplierServices@unitil.com

**ATTACHMENT O**

State	Owning Co.	Date of Complaint	Date of Response	Customer Name	Customer #	PUC Case #	Reason for Complaint
CT	Aequitas	1/5/2016	1/19/2016	Jay Zelesnick	35679375	Selesnick, Jay// 203-762-9800	Terms & Conditions/ETF
TX	Agera	1/8/2016	1/12/2016	Mario Garcia	35653565	CP 2015120806	Complaint wrongly filed under Agera, it was for competitor, Accent Energy
OH	Energy.me	1/14/2016	1/19/2016	LA Bob's Pizza Drive Thru/Bob Cunningham	35672782	BCUN011416WZ	Billed for same usage 2x's, conversion issue
CA	Agera	1/14/2016	1/19/2016	Ansu Suseelan	35667424	N/A	Rate
OH	energy.me	1/20/2016	2/15/2016	Strasburg Meats (Barbara Fain)	35674632	BFAI011916NP	Billed for same usage 2x's, conversion issue
IL	energy.me	2/1/2016	2/15/2016	Rocco Corbino	35678804	ICC CSD Informal Complaint	Renewal Letter received after Renewal date
OH	energy.me	2/2/2016	2/16/2016	Park Towers	35671867	EZAK020216NQ	Transmission Charges
CT	Aequitas	2/9/2016	2/15/2016	Red Rocket Merchandising Corp.	35634115	Doug Stoyer // 860-581-8700	Renewal Letter/ ETF
OH	energy.me	2/12/2016	2/23/2016	Premier Metals (Lamar Troyer)	35673454	LTRO021216UY	Transmission Charges
OH	energy.me	2/12/2016	2/26/2016	Andrea's Schnuck Store (Andrea Mast)	35672586	AMAS021216IF	Transmission Charges
OH	energy.me	2/12/2016	2/26/2016	Winesburg Group (Ben Mast)	35671839	BMAS021216BO	Transmission Charges
OH	energy.me	2/12/2016	2/25/2016	Schlabach Printers (Dan Miller)	35671928	DMIL021216J2	Transmission Charges
OH	energy.me	2/12/2016	2/25/2016	Village Motors (Deke Miller)	35671967	DMIL021216YI	Transmission Charges
OH	energy.me	2/12/2016	2/25/2016	Premier Housing LTD (Rod Mast)	35672412/35672413	RMAS021216OR	Transmission Charges
OH	energy.me	2/12/2016	2/26/2016	Orme Hardware Co (Dick McCoy)	35672340	DMCC021216EL	Transmission Charges
OH	energy.me	2/12/2016	2/25/2016	Yoder Dental (Kevin Yoder)	35671831	YODO02121698	Transmission Charges
OH	energy.me	2/12/2016	2/25/2016	Bags Sports Pub (William Kalp)	35672567	WKAL021216UZ	Transmission Charges
OH	energy.me	2/12/2016	2/26/2016	Amish Peddler (Dave Schlabach)	35671954/35671956	DSCH021216M0	Transmission Charges
OH	energy.me	2/12/2016	2/26/2016	Real Estate Showcase (Joseph Mast)	35672149	JMAS0212161B	Transmission Charges
OH	energy.me	2/12/2016	2/26/2016	Berlin Family Eye Care (Robert Miller)	35673806	RML021216JR	Transmission Charges
OH	energy.me	2/12/2016	2/26, 3/7/, 3/18/2016	Robinson Country Inn Inc.	35671844/35672771/35672772	BROB021216VZ	Transmission Charges
OH	energy.me	2/12/2016	2/26/2016	MBR Holdingd dba Mast Pharmacy	35672413/35672412	RMAS021216OR	Transmission Charges
OH	energy.me	2/16/2016	2/26, 3/3, 3/8	Newpointe Community Church	35672524/35672525	TCOL022916T	Transmission Charges
OH	energy.me	2/16/2016	2/26/2016	Barnhart's Service Center	35671696	JBAR021216Y0	Transmission Charges
OH	energy.me	2/16/2016	2/26/2016	Swiss Valley Furniture	35673420	KMUL021216Y8	Transmission Charges
OH	energy.me	2/16/2016	2/26/2016	Walnut Creek Chocolate Company	35672099	JCOB021216ZM	Transmission Charges
OH	energy.me	2/16/2016	2/25, 3/7/2016	Melway Paving	35672231	SSCH02121607	Transmission Charges
OH	energy.me	2/16/2016	2/26/2016	RSM Management	35672428	KMIL021216UM	Transmission Charges
OH	energy.me	2/17/2016	2/26/2016	Leroy Miller	35672230	LMIL0212168W	Transmission Charges
OH	energy.me	2/22/2016	2/26/2016	Steffen	35673637	GSTE022216D0	Transmission Charges
OH	Energy.me	2/23/2016	3/17/2016	Dynalab	35673037	No Case # Provided	Transmission Charges
OH	energy.me	2/25/2016	2/26/2016	Penlor Enterprises	35672313	MHUM021216K4	Transmission Charges
OH	energy.me	2/26/2016	3/17/2016	Soft Cloth Car Wash	35672080	HWAT02251603	Transmission Charges
OH	Energy.me	3/1/2016	3/17/2016	Byler	35672150	DGAL0225161Q	Transmission Charges
OH	Energy.me	3/1/2016	3/7/2016	Park St. Pizza	35672410	RSHA022916VA	Transmission Charges
OH	Energy.me	3/2/2016	3/15/2016	Dutch Host Inn	35672392	RROP030216DY	Transmission Charges
OH	energy.me	3/2/2016	3/17/2016	Holmes Lumber	35672489/35672493	SMIL030116HQ	Transmission Charges
OH	energy.me	3/2/2016	3/14/2016	January Tango	35673228	JTAN022216AJ	Transmission Charges
OH	energy.me	3/3/2016	3/15/2016	BW5	35672199/35678956	DMUL030116D0	Transmission Charges
OH	energy.me	3/7/2016	3/7/2016	JRK Inc	35672226	LKLI0307168G	Transmission Charges
OH	energy.me	3/7/2016	3/7/2016	Share and Care	35673238	JHER030716NK	Transmission Charges
OH	energy.me	3/7/2016	3/7/2016	Burger King	35672134	JBAG0303166T	Transmission Charges
OH	energy.me	3/7/2016	3/14/2016	Kimble Clay & Limestone	35672124, 35672127, 35673289 35672411/35622414,35672415/3	JFIN030316Z2	Transmission Charges
OH	energy.me	3/8/2016	3/15/2016	R & J Car Care	5672416/35672417	DMCC021216EL	Transmission Charges
OH	energy.me	3/8/2016	3/8/2016	Prestige Stone	35673880	SMIL02171608	Transmission Charges
OH	Energy.me	3/8/2016	3/18/2016	Mrs. Yoder's Kitchen	35672542	TYOD030716VX	Transmission Charges
OH	energy.me	3/8/2016	3/15/2016	Village of Frazeysburg	35672119/35673278	JEVE0307161D	Transmission Charges
OH	Energy.me	3/9/2016	3/11/2016	Millersburg Tire Service	35671863	BRUS030916Q8	Transmission Charges
OH	Energy.me	3/9/2016	3/11/2016	Brittany Miller	35671871	BRUS030916Z0	Transmission Charges
OH	energy.me	3/10/2016	3/11/2016	Ellis Brothers	35672101	JELL03101640	Transmission Charges
OH	energy.me	3/10/2016	3/11/2016	ELM Recycling	35672142	JELL03101640	Transmission Charges
OH	Energy.me	3/10/2016	3/14/2016	Greene Appell NA	35671812	AGRE031016AG	Transmission Charges
OH	Energy.me	3/10/2016	3/14/2016	Pastimes Pub & Grill	35672712	AGRE031016AG	Transmission Charges
OH	Energy.me	3/10/2016	3/17/2016	Osborn Assoc	35672297	MGR0031016JH	Transmission Charges
OH	Energy.me	3/10/2016	3/15/2016	Walnut Creek Furniture	35672886	GSWA102115A5	Transmission Charges
OH	energy.me	3/15/2016	3/18/2016	Marcia Oyster	N/A	MOYS03146NU	Cancel Request/not our customer
OH	energy.me	3/16/2016	3/21/2016	Siemer Distributing Co Inc	35672497	SMAY03101608	Transmission Charges
IL	energy.me	3/16/2016	3/22/2016	Golf Mill Center	35678465	2016-02486	Has not been invoiced for 4 months
OH	energy.me	3/16/2016	3/18/2016	Heritage Revitalization	35671965/35671964	DHAR031516WH	Transmission Charges
NY	Agera	3/28/2016	3/30/2016	Chung Kon dba Paradise Fruit	35682113	613631	Fraudulent Enrollment

OH	Energy.me	3/28/2016	3/31/2016	Schmucker	35671864	BSCH032516NS	Transmission Charges
OH	energy.me	3/29/2016	3/31/2016	Swiss Auto Mart	35672250	LSWA032516WO	Transmission Charges
OH	energy.me	3/31/2016	3/31/2016	Sugarcreek Village Inn	35672322	MMIL033016VC	Transmission Charges
OH	energy.me	4/7/2016	4/15/2016	Tobacco Hut	35672599	JHOX021216ZV	Transmission Charges
OH	energy.me	4/19/2016	4/19/2016	RJ Closets (C Yoder)	35671908	RYOD041516OR	Transmission Charges
OH	Agera	4/19/2016	4/20/2016	Gerald Wile	35684001,2,3,6,15	GWIL041916DF	Online Enrollment/Pricing
IL	Energy.me	4/29/2016	5/3/2016	Citgo/Kamran Moten	35674926	2016-04708	Invoice Charges/Drop Request
IL	Energy.me	4/29/2016	5/3/2016	Citgo/Kamran Moten	35674926	2016-04709	Invoice Charges/Drop Request
IL	Energy.me	4/29/2016	5/3/2016	Wali Management/Kamran Moten	35674925	2016-04710	Invoice Charges/Drop Request
IL	Energy.me	5/10/2016	5/11/2016	Bob W. Bell	35681419	2016-05243	Enrollment delayed
IL	Energy.me	5/10/2016	5/11/2016	Jason Miller	35580076	2016-05238	Billed for multiple usage periods on 4/16 invoice
OH	Energy.me	5/9/2016	5/11/2016	Sugar Valley Meats (Reuben Erb)	35672389	REFB05061613	Transmission Charges
OH	energy.me	5/11/2016	5/12/2016	Buckeye Power Sales	35672093	JSEI051116FR	Transmission Charges
OH	Energy.me	6/1/2016	6/3/2016	Danny Mullins	N/A	DMUL053116CU	Fraudulent Enrollment
CT	Aequitas	6/8/2016	6/8/2016	Libanesa Toribio	N/A	Libanesa Toribio//347-589-3477	Finacial Hardship - Gas Bill
TX	Agera	6/23/2016	6/27/2016	Art Monogram (Juan Soriano)	35652832	CP2016060961	TDU Charges
OH	energy.me	6/27/2016	6/27/2016	Bobby Brown	N/A	BBRO0627169L	Fraudulent Enrollment
OH	Energy.me	6/28/2016	6/29/2016	Lake Drive Thru	35672629	AHAD062716XC	Transmission Charges
OH	Energy.me	6/28/2016	6/29/2016	Robinson Country Inn Inc.	35671844/35672771/35672772	BROB062816R5	Transmission Charges
OH	Agera	7/13/2016	7/15/2016	Accurate Plastics LLC	35654779	JSAT07126K6	ETF
OH	Energy.me	7/19/2016	7/20/2016	Kim Orlando	N/A	KORL07081676	Rebate for enrollment and switching fee, variable rate
OH	Agera	9/1/2016	9/1/2016	McCauley Furniture (Beth McCauley)	N/A Contract Pending	BMCC083116YU	Questioning validity of fixed rate when contract name is Flat Variable
OH	Agera	9/9/2016	9/9/2016	Christ Our Savior Lutheran Church (David Degler)	N/A Contract Pending	DDEG090716TF	Questioning validity of fixed rate when contract name is Flat Variable
IL	energy.me	9/15/2016	9/19/2016	SLDEV, INC	35675012	2016-11942	Pass thru charges do not appear on customers utility bill
OH	Agera	9/21/2016	9/26/2016	Jennifer A. Crisp	35642163	JCRI092116NJ	Unbilled Usage
IL	energy.me	9/21/2016	9/26/2016	Judith Becker Thomas	35676545	2016-12248	Unbilled Usage
OH	Agera	9/30/2016	10/12/2016	Herb's Body Shop Inc. (Herb Graham Jr)	N/A Contract Pending	HGRA092016FD	Questioning validity of fixed rate when contract name is Flat Variable
NH	Agera	10/3/2016	10/7/2016	Prepc Inc. (Hilda Weiner)	35657114	N/A	Broker Issue
IL	energy.me	10/6/2016	10/7/2016	Debra Fortin	35670036	ICC CSD Informal Complaint	Unbilled Usage
OH	Agera	10/31/2016	10/31/2016	Marcella Whited	35642257	MWHI1019162	Unbilled Usage
NJ	Energy.me	11/10/2016	11/14/2016	Sapho Hospitality Group/Lester Katsanis	35686630	16W00000746	Rate complaint



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 Afraimi	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	6.14.17	6.15.17	Joseph Pawson	35640361	NYS DPS 724153	Slamming Complaint
OH	Agera	7.11.17	7.11.17	Mary Johnson	None	MJOH062017GW	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
CT	Aequitas	7.13.17	7.13.17	Sue Dixon	35634934	No # Given	Slamming
NY	Agera	8.16.17	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.
OH	energy.me	10.2.17	10.2.17	Kenneth Dobbs	n/a	KDOB0928173T	Not our customer.

**ATTACHMENT V**



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



### Billing Address

Customer Contact Name

Customer Name

Street Address

City, State Zip code

### Billing Summary

Current Energy Charges \$4,835.48

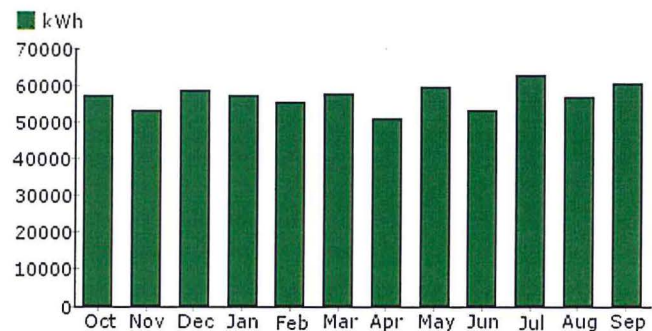
**Current Amount Due** \$4,835.48

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 Affairs Division at 800-852-3793 or 800-735-2964 (TDD Access Relay NH).

### 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

Invoice Detail

ESIID #: 1111111111111111				Utility: Name and Number			
Rate Code: 1	Service Period: Aug 11, 2017 to Sep 12, 2017						
Billing Type: Actual	Description Kilowatt Hours (kWh)	Consumption 60,160	Rate 0.0803770	Charge 4,835.48	Tax \$0.00	Total 4,835.48	
Service Address: Street Address City, State Zip code		Meter n/a	Reading 60,160				
	Total			\$4,835.48	\$0.00	\$4,835.48	
Account Total				\$4,835.48		\$4,835.48	



**ATTACHMENT W**



Contract Prepared On Date:

	/		/	
--	---	--	---	--

## Customer Enrollment Information

### Customer Information

Customer Name (Primary Contact):

First		Last	
-------	--	------	--

Mailing Address:

Street				Unit /Apt	
City				State	Zip Code

Home Phone Number:

Area Code		-		-	
-----------	--	---	--	---	--

Mobile Phone Number:

Area Code		-		-	
-----------	--	---	--	---	--

Customer Email Address:

--

Secondary Contact:

First		Last	
-------	--	------	--

Relationship to Primary Contact:

--

Secondary Phone Number:

Area Code		-		-	
-----------	--	---	--	---	--

### Price Plan Chosen by Customer

☐ Fixed Full Requirements ☐ Variable-plus Fixed Adder

### \*Agera Pure Wind Adder (optional)

☐ 50% Wind ☐ 100% Wind

\*If selected, Agera Pure Wind Agreement must be submitted along with contract packet.

### Notification Preference

How to Receive Notifications:

<input type="checkbox"/> Email
<input type="checkbox"/> Mail

### Billing Preference

Billing Type:

<input type="radio"/> Consolidated
<input type="radio"/> *Dual

### \*Dual Billing Only

How to Pay Bill:

<input type="radio"/> Electronic Funds Transfer
<input type="radio"/> Credit Card
<input type="radio"/> 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

kWh

Term

Start Date (MM/YY):

/

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Fixed Price:

\$  .

Fixed Adder:

\$  .

Unit

kWh

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      ☐ Variable-plus Fixed Adder

### How Price is Determined:

Agera does not offer budget billing.

Variable Rate Plus Fixed Adder shall reflect each month the wholesale cost of electricity as well as all charges including but not limited to, ISO-based charges such as energy costs, fees for electric energy losses, congestion charges, scheduling services, administrative fees, "uplifted" imbalance charges, capacity and ancillary services, plus a fixed adder, as well as all applicable taxes and fees. The Fixed Adder is noted on Page 2.

Fixed Full Requirements Rate is noted on Page 2, for commodity supply provided under this Agreement, plus all applicable taxes and fees.

### Rate:

Fixed Full Requirements Rate (if applicable): \$  .

Fixed Adder Rate (if applicable): \$  .

### Length of Agreement and End Date:

The term of this contract is  months from effective date.

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

No ETF for the Variable Rate Plus Fixed Adder. If Fixed Full Requirements, Agera shall calculate the fee for any early termination to include the 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. The ETF will not exceed \$100 if the remaining term is less than 12 months and will not exceed \$200 if the remaining term is 12 months or more.

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

1.5% per month on overdue balances.

Initials \_\_\_\_\_





## Price Calculation Chart

Product:

Fixed Price

Price Per kWh:

\$  .  per kWh

Charges:

Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hour used.

Customer would pay:

250 kWh	\$ <input type="text"/>
500 kWh	\$ <input type="text"/>
750 kWh	\$ <input type="text"/>
1000 kWh	\$ <input type="text"/>
1500 kWh	\$ <input type="text"/>
2000 kWh	\$ <input type="text"/>

Applicable Taxes:

You must also pay all applicable federal, state and local taxes.

Product:

Variable Price

Historic avg. price per kWh:

250 kWh	\$ <input type="text"/>
500 kWh	\$ <input type="text"/>
750 kWh	\$ <input type="text"/>
1000 kWh	\$ <input type="text"/>
1500 kWh	\$ <input type="text"/>
2000 kWh	\$ <input type="text"/>

\*Calculated based on historic rates on a Monday at 8 am EST January 2015 - December 2015.

Initials \_\_\_\_\_





## New Hampshire Residential Terms and Conditions ELECTRICITY

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Agera Energy LLC ("Agera"), a Competitive Electric Power Supplier (CEPS), and the undersigned customer ("Customer") under which Customer shall initiate electricity 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 electricity, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Electric Utility (the "LEU"). Agera is not affiliated with and does not represent the LEU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LEU's delivery schedule. Any discrepancy between actual usage and estimated usage will be reconciled by the next billing cycle. The LEU will continue to deliver the electricity supplied by Agera.

**2. Term.** The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an EDI enroll transaction to the LEU provided the LEU 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 CEPS subject to the terms of this agreement. Unless otherwise agreed to, upon completion of the Initial Term, the Fixed Rate Full Requirement Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 19 herein; and the Variable Rate Plus Fixed Rate Adder Agreement and a Three for All Agreement will renew on a month-to-month basis as a Variable Rate Plus Fixed Cost Adder effective at the time of renewal, 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.

Customer has the right to change suppliers with no advance notice to Agera, subject to the payment of any early termination fee described in this Agreement.

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

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

Customer shall have 5 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 6 business days from the postmarked date to rescind authorization under this Agreement. If Customer was enrolled through an in-person solicitation at Customer's residence, Customer has either 10 days from the receipt of electronic terms of service or 11 days from the postmarked date of the Agreement being mailed to Customer by first class mail to rescind authorization under this Agreement. 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 LEU ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LEU, terms are defined by the LEU's tariff; if billed by Agera, net terms are 25 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LEU 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 LEU 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 electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 25 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 LEU 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.

Customer will receive a renewal notice no more than 60 days prior to the end of the Initial Term. Customer may either sign a new fixed rate Agreement with Agera, automatically renew to a variable rate per the terms of the current Agreement between Agera and Customer, or terminate service with Agera. If Customer would like to sign another fixed rate Agreement with Agera, Customer may call Agera at any time prior to the end of the initial term. If Customer would like to automatically renew to a variable rate product, no further action is required. Customer may terminate service with Agera by either notifying Agera of the termination (contact information for Agera in Section 6), contracting with another CEPS for electricity supply (no notice required to Agera), contracting with an aggregator granted Agency authority (no notice required to Agera), or contacting the utility and selecting utility default service (no notice required to Agera).

**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) pursuant to PUC 2004.05 upon providing 14 days notice to customer.

**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 LEU. 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.

Your LEU may have programs available to low income customers. For a list of social service agencies offering bill assistance please call Agera Energy or the Public Utilities Commission using the contact information below:

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-care@ageraenergy.com](mailto:customer-care@ageraenergy.com). Customer may contact the commission if they have any questions about their rights and responsibilities by calling the Public Utilities Commission, Consumer Services 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 LEU or goes to another supplier. A final bill will be rendered upon receipt of the meter read from the LEU, 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 those entities including the New England Independent System Operator ("NEISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LEU for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LEU and in response to information provided by the LEU. The Delivery Points for the electricity will be a point at the NEISO Agera load bus (located outside of the municipality where Customer resides). 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 electricity 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 electricity hereunder but Agera does not guarantee a continuous supply of electricity 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.

**13. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct 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.

**14. 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.

**15. 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.

**16. Emergency Service.** In the event of an electric emergency or service interruption you should immediately call your local utility and emergency personnel.

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

**18. Fixed Rate.** Shall remain constant during the Initial Term. This rate includes the fees associated with providing electric services such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LEU. 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 electricity, as required by law, rule, regulation, or LDC charge.

**19. Electric (Flex) Variable-Monthly Rate.** Shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins.

**20. Do Not Call Registry.** The National Do Not call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone by calling 888-382-1222.





## Customer Enrollment Information

Contract Prepared On Date:

	/		/	
--	---	--	---	--

### Customer Information

Legal Business Name:

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Mailing Address:

Street		Unit / Apt
City	State	Zip Code

Phone Number:

Area Code				Ext.				Fax Number:							
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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 ☐ Variable-plus Fixed Adder

### \*Agera Pure Wind Adder (optional)

☐ 50% Wind ☐ 100% Wind

\*If selected, Agera Pure Wind Agreement must be submitted along with contract packet.

### Notification Preferences

How to Receive Notifications:

- ☐ Email  
☐ Mail  
☐ Fax

Billing Type:

- ☐ Consolidated  
☐ \*Dual

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

kWh

Term

Start Date (MM/YY):

/

Account Number:

Utility:

Service Address:

Street

Unit /Apt.

City

State

Zip Code

Fixed Price:

\$  .

Fixed Adder:

\$  .

Unit

kWh

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      ☐ Variable—plus Fixed Adder

### How Price is Determined:

Agera does not offer budget billing.

**Fixed Full Requirements Rate** is noted in the Customer Enrollment - Account Information section for commodity supply provided under this Agreement, plus all applicable taxes and fees.

**Variable Rate Plus Fixed Adder** shall reflect each month the wholesale cost of electricity as well as all charges imposed by PJM Interconnection (PJM), including but not limited to, PJM-based charges such as energy costs, fees for electric energy losses, congestion charges, scheduling services, administrative fees, "uplifted" imbalance charges, capacity and ancillary services, plus a fixed adder, as well as all applicable taxes and fees. The Fixed Adder is noted in the Customer Enrollment - Account Information section.

### Rate:

Fixed Full Requirements Rate (if applicable): \$  .

Fixed Adder Rate (if applicable): \$  .

### Length of Agreement and End Date:

The term of this contract is  months from effective date.

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

No ETF for the Variable Rate Plus Fixed Adder. If Fixed Full Requirements, 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 \_\_\_\_\_





## Price Calculation Chart

Product:

Fixed Price

Price Per kWh:

\$  .  per kWh

Charges:

Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hour used.

Customer would pay:

250 kWh	\$ <input type="text" value="0.00"/>
500 kWh	\$ <input type="text" value="0.00"/>
750 kWh	\$ <input type="text" value="0.00"/>
1000 kWh	\$ <input type="text" value="0.00"/>
1500 kWh	\$ <input type="text" value="0.00"/>
2000 kWh	\$ <input type="text" value="0.00"/>

Applicable Taxes:

You must also pay all applicable federal, state and local taxes.

Product:

Variable Price

Historic avg. price per kWh:

250 kWh	\$ <input type="text" value="0.00"/>
500 kWh	\$ <input type="text" value="0.00"/>
750 kWh	\$ <input type="text" value="0.00"/>
1000 kWh	\$ <input type="text" value="0.00"/>
1500 kWh	\$ <input type="text" value="0.00"/>
2000 kWh	\$ <input type="text" value="0.00"/>

\*Calculated based on historic rates on a Monday at 8 am EST January 2015 - December 2015.

Initials \_\_\_\_\_





## New Hampshire Small Commercial Terms and Conditions ELECTRICITY

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Agera Energy LLC ("Agera"), a Competitive Electric Power Supplier (CEPS), and the undersigned customer ("Customer") under which Customer shall initiate electricity 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 electricity, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Electric Utility (the "LEU"). Agera is not affiliated with and does not represent the LEU. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LEU's delivery schedule. Any discrepancy between actual usage and estimated usage will be reconciled by the next billing cycle. The LEU will continue to deliver the electricity supplied by Agera.

**2. Term.** The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence on the meter read date following the submission of an EDI enroll transaction to the LEU provided the LEU 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 CEPS subject to the terms of this agreement.

Unless otherwise agreed to, upon completion of the Initial Term, the Fixed Rate Full Requirement Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 19 herein; and the Variable Rate Plus Fixed Rate Adder Agreement and a Three for All Agreement will renew on a month-to-month basis as a Variable Rate Plus Fixed Cost Adder effective at the time of renewal, 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. Customer has the right to change suppliers with no advance notice, subject to the payment of the Early Termination Fee described in this Agreement.

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

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

Customer shall have 5 business days from the date of electronic or personal delivery of this terms of service to rescind authorization under this Agreement. Customers receiving the terms of service statement via the United States postal Service shall have 6 business days from the postmarked date to rescind authorization under this Agreement. 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 LEU ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LEU,

terms are defined by the LEU's tariff; if billed by Agera, net terms are 25 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LEU 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 LEU 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 electricity supplied under this Agreement, as measured by the LEU. Under Dual Billing, Customer will pay each invoice in full within 25 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 LEU 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.

Customer will receive a renewal notice no more than 60 days prior to the end of the Initial Term. Customer may sign another fixed rate contract with Agera, automatically renew to a variable rate per the terms of Section 2 of this Agreement, or terminate service with Agera. If Customer would like to sign another fixed price contract with Agera, they may contact Agera at any time prior to the end of the Initial Term (contact information available in Section 6 of the Terms and Conditions). If Customer would like to automatically renew to a variable rate no action is required. Customer may terminate service with Agera by either notifying Agera of the termination, contracting with another CEPS for electricity supply (no notice required to Agera), contracting with an aggregator granted agency authority (no notice required to Agera) or contacting the utility and selecting utility default service (no notice required to Agera).

**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) pursuant to PUC 2004.05 upon providing 14 days notice to customer.

**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 LEU. 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, a Commercial Customer may be subject to termination of commodity service 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 as provided above. 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 Services 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.

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**9. Title.** Customer and Agera agree that title to, control of, and risk of loss to the electricity 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 electricity hereunder but Agera does not guarantee a continuous supply of electricity 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.

**13. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to Customer against Agera will be solely limited to direct 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.

**14. 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.

**15. 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.

**16. Emergency Service.** In the event of an electric emergency or service interruption you should immediately call your local utility and emergency personnel.

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

**18. Fixed Rate.** Shall remain constant during the Initial Term. This rate includes the fees associated with providing electric services such as capacity, transmission costs, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LEU.

**19. Electric (Flex) Variable-Monthly Rate.** Shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges 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 rate variability.

**20. Do Not Call Registry.** The National Do Not call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting [www.donotcall.gov](http://www.donotcall.gov).

**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. In the event that your usage indicates that you belong to another rate class Agera will notify and ask you to sign a contract indicating your correct rate class. This may result in a change in price.

## Financial Security





## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No.

232163

Certificate No. 007226004

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Kyle Pollock, Patrick J Brennan, Jr., and Erik Harms

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of May, 2017.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 11th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public



## INCREASE CERTIFICATE

Principal: **AGERA ENERGY, LLC**  
**555 PLEASANTVILLE ROAD**  
**BRIARCLIFF, NY 10510**

Bond No. **105371098**  
License No.  
Amount of Bond: **\$350,000.00**  
Hereby increased to: **\$500,000.00**

Obligee: **NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION**  
**21 S FRUIT ST #10**  
**CONCORD, NH 03301**

As of November 1, 2017, the amount of the above described bond is increased from the sum of \$350,000.00 to the sum of \$500,000.00, but the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the total sum of \$350,000.00, and the aggregate liability of the Surety for any acts or defaults, whenever committed, shall in no event exceed the total sum of \$500,000.00, it being the intent hereof to preclude cumulative liability. This certificate, when signed by the Principal shall become a part of the said bond.

Signed, sealed and dated October 06, 2017

Travelers Casualty and Surety Company of America

By

Robin Vinci  
Robin Vinci  
Attorney-in-Fact

I hereby consent to the above increase.

Witness my hand and seal this 24<sup>TH</sup> day of OCTOBER, 2017

**AGERA ENERGY, LLC**

[Signature] (Seal)  
Principal

## INSTRUCTIONS TO AGENTS - IMPORTANT

Do not deliver this certificate to the Obligee until it has been dated and signed by the Principal. One signed copy must be returned to the Surety.



Travelers Casualty and Surety Company of America  
Hartford, CT 06183

**CONTINUATION CERTIFICATE  
FIDELITY OR SURETY BONDS/POLICIES**

License No. \_\_\_\_\_

In consideration of \$10,000.00 dollars renewal premium, the term of Bond/Policy No. 105371098 in the  
amount of \$500,000.00, issued on behalf of AGERA ENERGY, LLC,  
whose address is 555 PLEASANTVILLE ROAD BRIARCLIFF, NY 10510,  
in favor of NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION,  
whose address is 21 S FRUIT ST #10 CONCORD, NH 03301,  
in connection with Surety Bond is hereby extended to January 31, 2019,  
subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated October 11, 2017

\_\_\_\_\_  
Travelers Casualty and Surety Company of America

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

Robin Virci

Attorney-in-Fact