



Notice to Customers on Standard Offer Generation Service

Be aware that the service you are currently receiving from your distribution company is "standard offer generation service," the rate for which has been approved by the Department of Telecommunications and Energy and which, subject to adjustment for potential developments such as inflation, must result in a 10% discount from the rate in effect during August 1997. You may remain on this service until the end of February 2005. Should you choose to receive service from a competitive supplier rather than your distribution company prior to February 2005, you will not be eligible to return to standard offer generation service unless you qualify as a low-income customer or you have notified your distribution company, prior to February 28, 1999 and within 120 days (180 days if you are receiving service through a public aggregator) of when you first received competitive service, of your desire to return to standard offer generation service.

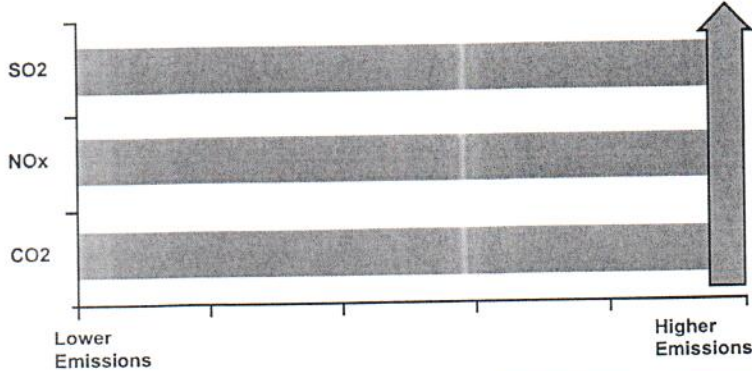
Please contact your local utility for a complete explanation of any applicable connection, re-connection or termination procedures or fees, including, but not limited to, entry or re-entry fees, off-cycle meter reading fees, exit fees, or early cancellation fees or penalties; any fee charged by a distribution company when a consumer changes to another retail seller of electricity; any fee prescribed by the Department; and any other fee that may be charged to a consumer and which is required to be disclosed pursuant to M.G.L. c. 164, § 1F(5)(l).

CUSTOMER INITIALS




Customer Disclosure Label (January 2015 – April 2015)

The Massachusetts Department of Public Utilities (DPU) requires that we provide our customer with a disclosure label.

Generation Price Average price per kWh at different levels of use. Prices do not include regulated charges for customer service and delivery.	Average Monthly Use	1,000 kWh	10,000 kWh	20,000 kWh	40,000 kWh
	Average Price Per kWh				
	Your average generation price will vary according to the ISO-New England wholesale price for electricity and other operational costs. See your most recent bill for your monthly use and actual prices.				
Power Sources Demand for electricity from all Agera customers in the period was met by generation from the following sources.	Power Sources	Known Resources	System Power	Total	
	Coal	0%	3.3%	3.3%	
	Hydro	0%	6.7%	6.7%	
	Natural Gas	0%	35%	35%	
	Nuclear	0%	34%	34%	
	Oil	0%	7.2%	7.2%	
	Pumped Storage	0%	1.3%	1.3%	
	Solar / Wind / Other Renewable	0%	8.6%	8.6%	
Air Emissions Carbon dioxide (CO ₂), nitrogen oxide (NO _x), and sulfur dioxide (SO ₂) emission rates from these sources, relative to the regional average.					
Contract	Contract Term: 12 months	Contract Type: Fixed price for the term of the contract the contract will then automatically renew to a variable price on a month to month basis.			
Labor Information	95% of the electricity associated with Agera Energy came from power sources with union contracts with their employees. 0% of the electricity associated with Agera Energy came from power sources that used replacement labor during labor disputes during the referenced time period.				

Notes

- Electricity customers in New England are served by an integrated power grid, not particular generating units. The above is based on the ISO-New England's information for the referenced time period.

For More Information:

Agera Energy at 1-844-692-4372
 Massachusetts Division of Energy Resources Website:
www.mass.gov/doer
 Department of Public Utilities:
www.mass.gov/dpu

CUSTOMER INITIALS




Customer Enrollment Information

Contract Prepared On Date: 01/29/2016

Customer Information:
Legal Business Name:

Pine Manor College

Mailing Address:

400 360 Heath Street

Chestnut Hill

MA

2467

Phone Number:

619-731-7109

Fax Number:
Contact Name:

Richard

Regan Jr

Contact Title:
Contact Email Address:

dcohen@powerl-ogix.com

Billing Email Address:

dcohen@powerl-ogix.com

Tax ID:
Notification Preferences:
How to Receive Notification:

Email

☐

Mail

☒

Fax

☐
Billing Preferences:
Billing Type:

Consolidated

☒

*Dual

☐
***Dual Billing Options Only**
How to Receive Bill:

Email

Mail

Fax

How to Pay Bill:

Electronic Funds Transfer

Credit Card

Wire

Price Plan Chosen by Customer:

Fixed Full Requirements

Accounts:

Account Number:	Service Street Address:	City:	State:	Zip Code:	Utility:	Fixed Rate:	Term:	Start Date:
25984931003	360 Heath Street		MA	02467	NStar - Boston E	0.08535	12	May
			MA					
			MA					
			MA					
			MA					

Attach additional accounts if necessary. Check if applicable:

Estimated Annual Usage (for all applicable accounts): 3105440

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:

Print Name:

Title:

Date:



RICHARD M. REGAN JR.

Executive Vice President

01/29/2016

**Agera Energy
Authorization:**

Signature:

Print Name:

Title:

Date:

Terms and Conditions

Massachusetts Commercial Electricity Fixed Full

1. Agreement to Sell and Purchase Energy. This is an agreement between Agera Energy LLC ("Agera"), a licensed Competitive Supplier, 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 Distribution Utility (the "LDC"). Agera is not affiliated with and does not represent the LDC. The amount of electricity 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 electricity supplied by Agera.

2. Term. The Term is set forth on the Customer Disclosure Label.

This Agreement shall commence as of the date Customer's provider to Agera is deemed effective by the LDC and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Label (the "Initial Term"). 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 Customer or Agera may cancel or terminate this Agreement by providing 15 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 electricity sold under this Agreement shall be as set forth on the Customer Enrollment Information Page. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges. Customer is subject to bill recalculation upon entering into this Agreement. Customer should contact their LDC if they have questions about recalculations being applied to Customer's account.

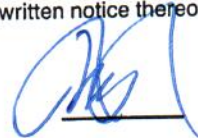
If there is a material adverse change in the business or financial condition of Customer (as determined by Agera at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have,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

Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other applicable charges, an early termination fee indicated in Section 21. Customers on a month to month Agreement will not be subject to an early termination fee.

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 disconnection of utility services in accordance with State rules and regulations on the termination of service to non-residential customers. For "Dual Bill" options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LDC. Customer shall 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. 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 may cancel the Agreement without incurring a penalty no later than midnight on the third day following Customer's receipt of the terms and conditions, and disclosure statement. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

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 DPU.

5. Information Release Authorization. Customer authorizes Agera to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; and information pertaining to tax status and eligibility for economic development or other incentives. 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. 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 and the suspension of distribution service under procedures approved by the DPU. 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 (License No. CS-121) at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at customer@ageraenergy.com, or by contacting the DPU at 1 877-886-5066 (617) 737-2836, or DPUConsumer.Complaints@state.ma.us.

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 within sixty (60) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be true 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 Systems Operator (NEISO) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC 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 LDC and in response to information provided by the LDC. 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 ("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 (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). 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. Dispute Resolution. In the event of a billing dispute in excess of \$100 the parties will use their best efforts to resolve the dispute. Customer should contract Agera using the information in Section 6. However, if the dispute is not resolved Customer shall have the right to request mediation with the Massachusetts Office of Dispute Resolution (MODR) through the Department of Telecommunications and Energy (DTE). Mediation may be available ONLY if dispute is in excess of \$100 and is within the departments statutory and regulation authority. Customer is obligated to pay all outstanding balances during the pendency of the dispute.

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 Massachusetts. This Agreement shall be construed under and shall be governed by the laws of the State of Massachusetts 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 a case of emergency contact your LDC's emergency personnel immediately.

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

19. Electric Variable Rate shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, losses, 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 on price variability. A Variable Plus Fixed Adder is a variable rate with an additional fixed adder price added, fixed adder (if applicable) is listed on the Customer Preference Page.

20. Electric Fixed. Shall reflect a flat rate indicated on the Customer Preference Statement. This rate includes the fees associated with providing electric services such as capacity, transmission costs, losses, ancillaries, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LDC. This price will not change during the Initial Term of your contract. Agera reserves the right to pass on charges from the LDC to Customer.

21. Early Termination. 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. Customers on a month to month Agreement will not be subject to an early termination fee.

22. 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 Customer usage indicates that Customer belongs to another rate class Agera will notify and ask me to sign a contract indicating my correct rate class. This may result in a change in price.