

TERMS & CONDITIONS

1. AGREEMENT TO SELL AND PURCHASE ENERGY

This is an Agreement between Great American Gas & Electric, LLC (“GAGE” or Seller) an independent energy services company and the undersigned customer (“Customer”) under which Customer shall initiate natural gas and/or electric service and begin enrollment with GAGE (the “Agreement”). Subject to the terms and conditions of this Agreement, GAGE agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by GAGE, necessary to meet Customer’s requirements based upon consumption data obtained by GAGE or the delivery schedule of the Local Distribution Company (the “LDC”). GAGE is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by GAGE or the LDC’s delivery schedule. The LDC will continue to deliver the gas and/or electricity supplied by GAGE.

2. ELIGIBILITY

This Agreement shall be applicable to residential and small commercial customers. A residential customer is defined as any person who, pursuant to an application for service or an agreement for the provision of commodity supply made by such person or a third party on his or her behalf, is supplied directly with all or any part of the gas and/or electric service at a premises used in whole, or in part, as his or her residence. A small commercial customer is defined as non-residential

electricity customer who is not demand metered, and/or a non-residential natural gas customer whose annual gas consumption is not greater than 750 dekatherms (dth), or equivalent, per year.

3. TERM & RENEWAL

Term: This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to GAGE is deemed effective by the LDC and shall continue for 12 or 24 months thereafter (the “Initial Term”), depending on the term of the plan(s) chosen.

Renewal: Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology (the “Renewal Term”). At least 30 days and no more than 60 days prior to the renewal date, GAGE will notify Customer in writing of the terms of renewal of this Agreement and of the Customer’s right to renew, reject or renegotiate this Agreement. Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel renewal 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 Initial term, and Customer or GAGE may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.

4. PRICING, BILLING, AND TERMINATION

The rate for all natural gas and/or electricity sold under this Agreement is set forth on the Disclosure Form to this Agreement and shall be subject to all applicable taxes and assessments. Customer will



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be invoiced monthly for natural gas and/or electricity delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. If Customer fails to pay each invoice in full within 20 days of the invoice date, then, in addition to any other remedies that it may have, GAGE may terminate this Agreement upon 15 days written notice to Customer. For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year by ten percent or more ("Base Load"), the Customer—at GAGE's option—may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more of the Base Load, the Customer may be charged the fixed price for all usage and may be charged for hedging, cash out costs or balancing costs. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, or GAGE terminates this Agreement due to Customer's breach, and the Agreement is for fixed price service, the Customer shall pay, in addition to any other applicable charges, an early termination fee, which will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more. Customer may receive a single bill for both commodity and delivery costs from the LDC, or each of the LDC and GAGE may invoice Customer separately. Customer payments remitted in response to a single bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). In the event of failure to remit payment when due, GAGE may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). GAGE may

assign and sell the Customer accounts receivable to the LDC. A \$40 fee will be charged for all returned checks.

5. RENEWABLE ENERGY (ELECTRIC SUPPLY ONLY)

Included in the purchase of this electricity product, GAGE ensures that electricity equal to the percentage of the Customer's electricity usage shown in the Customer Specific Terms is produced by power generation facilities located in the United States that use renewable resources (such as wind, solar, geothermal, water and biomass), and that have been added to the national power grid since 1997. GAGE does so by purchasing and retiring renewable energy certificates or credits representing the environmental attributes associated with the applicable amount of renewable energy generation from specific renewable generation facilities in the United States. Customer will not have electricity from a specific generation facility delivered directly to their service address, but this purchase ensures that the applicable percentage of Customer's electricity usage is offset by the generation of energy from renewable sources in the United States on an annual basis. This purchase helps support the development of renewable energy in America and creates important environmental benefits in the areas where the renewable energy is generated. These benefits also apply to all of us in the form of reduced levels of CO₂ and other greenhouse gas emissions that can be expected as more energy is generated from renewable resources and less is required from polluting fossil-fuel sources. GAGE may take up to 3 months following the close of a calendar year to make up any deficiency in the renewable resource content for this product. For additional information on renewable energy, you can visit the US Department of Energy's website at



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<http://apps3.eere.energy.gov/greenpower/buying/>.

6. ASSIGNMENT

Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of GAGE. GAGE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the DPS.

7. INFORMATION RELEASE AUTHORIZATION

Customer authorizes GAGE 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, utility account number, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3), and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by GAGE 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 GAGE. 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

GAGE or by calling GAGE at 1-866-269-9393. GAGE reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

8. CONSUMER PROTECTIONS

In the event of non-payment of any charges owed to GAGE, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. GAGE will provide at least 15 days' notice prior to the cancellation of service to Customer. The services provided by GAGE to Customer are governed by the terms and conditions of this Agreement and HEFPA. Customer may obtain additional information by contacting GAGE at 1-866-269-9393 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.state.ny.us.

9. CANCELLATION

Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting GAGE at 1-866-269-9393. Customer is liable for all GAGE charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within 20 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 trued up subsequent to the final meter reading.

10. AGENCY

For Natural Gas: Customer hereby designates GAGE as Customer's agent to: (a) arrange and administer contracts and service arrangements between Customer and the LDC, and between



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Customer and the interstate pipeline transporters of Customer's natural gas; (b) nominate and schedule with the interstate pipelines the transportation of Customer's natural gas from the Sales Points to the Delivery Points, and with the utility for the transportation of the Customer's natural gas from the Delivery Points to the Customer's premises; and (c) aggregate Customer's natural gas with the natural gas supplies of GAGE's other customers in order for Customer to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As agent for Customer, GAGE will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet Customer's city gate requirements based on the consumption and other information that GAGE receives from the LDC. The Sales Points for the natural gas will be a point(s) located outside of New York State, selected from time to time by GAGE to assure service reliability. The Delivery Points for natural gas transported by interstate pipelines will be the city gate stations of the LDC. GAGE agrees to transport or arrange for the transportation of the natural gas from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's premises.

For Electricity: Customer hereby designates GAGE as its agent to: (a) arrange and administer contracts and service agreements between Customer and GAGE and those entities including the New York Independent System Operator ("NYISO") 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 Sales Point and the Customer's end-use premises. GAGE 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 Sales Points for the electricity will be a point at the NYISO GAGE 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.

11. TITLE, RISK OF LOSS, ETC.

Customer and GAGE agree that title to, control of, and risk of loss of the quantities of natural gas and/or electricity supplied under this Agreement will transfer from GAGE to Customer at the Sales Point(s). GAGE will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas and/or electricity provided hereunder.

12. WARRANTY

This Agreement, including any enrollment form, applicable attachments, and any addendum as written makes up the entire Agreement between Customer and GAGE. GAGE makes no representations or warranties other than those expressly set forth in this Agreement, and GAGE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

13. FORCE MAJEURE

GAGE will make commercially reasonable efforts to provide natural gas and/or electricity hereunder. However, GAGE does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of GAGE ("Force Majeure Events") may result in interruptions in service. GAGE will not be liable for any such interruptions caused by a Force Majeure



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Event, and GAGE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its natural gas and/or electricity distribution lines), or any other cause beyond GAGE's control.

14. LIABILITY

The remedy in any claim or suit by Customer against GAGE will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either GAGE 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.

15. CONTACT INFORMATION

Customer may contact GAGE's Customer Service Center at 1-866-269-9393 Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or visit our website at www.ga-ge.com. Customer may also contact the Department of Public Services for inquiries regarding the competitive retail energy market at 1-888-697-7728.

16. DISPUTE RESOLUTION

In the event of a billing dispute or a disagreement involving GAGE's service hereunder, the parties will use their best efforts to resolve the dispute. Customer must contact GAGE in writing at the

above address with proof of mailing within 60 days of the invoice date. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures (see "Consumer Protections" above) or by calling the DPS at 1-800-342-3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS. Any invoices not disputed in writing within the time allotted shall be deemed waived.

17. CHOICE OF LAWS

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

18. TAXES AND LAWS

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

19. REGULATORY CHANGES

This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having



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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, GAGE shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days written of such modification to the Customer.

20. EMERGENCY SERVICE

The LDC will continue to respond to leaks and emergencies. In the event of a natural gas leak and/or electric outage, service interruption or other emergency, Customer should immediately call the LDC or emergency personnel. For Con Edison at 1-800-75CONED (1- 800-752- 6633) and for National Grid at 1-800-490-0045.

21. PARTIES BOUND

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

22. CONFIDENTIALITY

Customer agrees that for so long as this Agreement remains in effect and for a period of (2) years following termination of this Agreement, this Agreement and all pricing provided thereunder is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any unauthorized Customer employee, without the prior written consent of GAGE.

BY SIGNING BY HAND OR ELECTRONICALLY BELOW I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.