

Agreement to Sell and Purchase Energy. This is an agreement between Citizens Choice Energy, LLC ("Citizens") and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with Citizens (the "Agreement"). Subject to the terms and conditions of this Agreement, Citizens agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by Citizens, necessary to meet Customer's requirements based upon consumption data obtained by Citizens or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Citizens or the LDU's delivery schedule. The LDU will continue to deliver the natural gas and/or electricity supplied by Citizens.

Term. This Agreement shall commence as of the date of Customer's notice regarding the change of Customer's provider to Citizens is deemed effective by the LDU, and shall continue for one month thereafter (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis as there same terms, unless Citizens sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer or Citizens may cancel or terminate this Agreement so long 30 days advance written notice of termination is provided to the other party.

Pricing, Billing and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a variable price which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Citizens' costs, expenses and margins, plus, all applicable taxes. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price which 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 Citizens' costs, expenses and margins, plus all applicable taxes. **Rebates and Special Promotions:** From time to time Citizens may offer a Rebate Program. If a Customer participates in Citizens Rebate Program, the Customer must remain in the program for the entire agreed upon term in order to qualify for the rebate. If a Customer cancels at any time prior to the agreed upon term, the Customer shall forfeit all rights and claims to any and all rebate offers. "All rebate amounts advertised and presented to customers are estimates based upon customer's prior electric and/or natural gas usages. Actual rebate amounts will be based on customer's actual usage over the term of this agreement, which may vary from any estimate provided. From time to time Citizens may offer eligible new customers an Introductory Price, which will be in effect for the introductory price term, at which point it shall revert to the variable price. Citizens will send any rebate or promotion payment to the customer address given to Citizens at the time of sign up. It is the responsibility of the customer to notify Citizens of any changes to the customer's billing address either in writing to: 172 West Englewood Avenue, Teaneck, NJ 07666 or by calling Citizens customer service at 1.866.223.8882. Citizens will send all rebates and promotional payments and notices via first class mail and is not responsible for invalid addresses or undelivered items. **Green Supply Option:** If a customer chooses a green supply option Citizens will ensure that 100% of the Customer's electricity usage is supplied with renewable energy certificates or renewable energy attributes. Citizens may take up to 24 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the green renewable content of electricity sold under this Agreement in the previous calendar year. The price for green energy will be comprised of the Citizens variable price plus an amount up to 2.5 cents per kWh delivered, plus a monthly fee of \$4.95. Customer can cancel the green option of this agreement with at least fifteen (15) calendar days' notice of its intent to cancel by calling Citizens Energy at 1.866.223.8882. The requested drop of the green supply option will occur on the next available according to the LDU's switching/change request rules.

Citizens will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDU, 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. Customer may receive a single bill for both commodity and delivery costs from either Citizens or the LDU, or each of the LDU and Citizens may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS") Citizens may assign and sell Customer accounts receivable to the LDU. In the event of failure to remit payment when due by a residential customer, Citizens may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of Citizens charges due on any consolidated bill prepared by the LDU for Citizens will be grounds for disconnection of utility service in accordance with NYSPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30.00 fee will be charged for all returned payments.

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

Information Release Authorization. Customer authorized Citizens to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies; status as to whether Customer 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 Citizens 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 Citizens. 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 there of to Citizens or by calling Citizens at 1.866.223.8882. Citizens reserve the right to cancel this Agreement in the event Customer rescinds this authorization.

Customer Protection. The services provided by Citizens to Customer are governed by the terms and conditions of the Agreement and HEFPA for residential customer. Citizens 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 Citizens, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Citizens at 1.866.223.8882 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, NY12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728

Communications from Citizens Choice Energy. By providing Citizens Choice your email address, you will receive emails from us or third parties about products and services that may be of interest or benefit to you. If you do not want to receive email communications from Citizens Choice about products and services that may be of interest to you, simply indicate this preference by emailing us. We may still communicate with you using any of these methods regarding your use of our Website, your orders or your account.

Cancellation. A residential Customer may rescind this agreement within 3 business days after signing or receipt of this Agreement, whichever comes first, by contacting Citizens at 1.866.223.8882. Customer is liable for all Citizens charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (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 tried up subsequent to the final meter reading.

Agency Gas. Customer hereby designates Citizens as agent to: (a) arrange and administer contracts and service agreements between Customer and Citizens and between the interstate pipeline transporters of Customers natural gas suppliers; (b) nominate and schedule with the interstate pipeline the transportation of the customers' natural gas supplies from the Sales point to the Delivery points, and with the LDU for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Citizens to maintain qualifications for LDU transportation service and resolve imbalances that may arise during the term of this Agreement. Citizens as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meets the Customer's city gate requirements as established by the LDU and in response to information provided by the LDU. The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by Citizens to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDU. Citizens agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency Electric. Customer hereby designates Citizens as agent to (a) arrange and administer contracts and service agreements between Customer and Citizens 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 LDU for the delivery of electricity of the Sales Point and the Customer's end-use premises. Citizens as agent for the customer will schedule the deliver of adequate supplies of electricity that meet the Customer's requirements as established by the LDU and in response to information provided by the LDU. The Sales Points for the electricity will be a point at the NYISO Citizens 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.

Title. Customer and Citizens agree that title to, control of, and risk of loss to the natural gas supplied by Citizens under this agreement will Transfer from Citizens to Customer at the Sales Point(s).

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

Force Majeure. Citizens will make commercially reasonable efforts to provide natural gas and/or electricity here under but Citizens does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Citizens ("Force Majeure Events") may result in interruptions in service. Citizens will not be liable for any such interruptions caused by a Force Majeure Event, and Citizens 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 LDU (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Citizen's control.

Liability. The remedy in any claim or suit by Customer against Citizens will be solely limited to direct actual damages which will not exceed the amount of the 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 Citizens 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.

Citizens Contact Information. Customer may contact Citizens Customer Service Center at 1.866.223.8882, Monday through Friday 9:00a.m.-5:00p.m EST (contact center hours subject to change).

Customer may write to Citizens at: Citizens, 172 West Englewood Avenue, Teaneck, N.J. 07666

Dispute Resolution (Residential). In the event of a billing dispute or disagreement involving Citizens' service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Citizens by telephone or in writing as provided above. 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 ("Procedures") or calling the DPA 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 decisions of DPS.

Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Citizens' service, Customer should contact Citizens' 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. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contracts from Non-Residential customer regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPA Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

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.

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 Citizens net income, shall be paid by Customer, and Customer agrees to indemnify Citizens and hold Citizens harmless from and against any and all such taxes.

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, Citizens 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.

Emergency Service. The LDU will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDU at Con Edison 1.800.75CONED; Orange and Rockland at 1.877.434.4100; National Grid 718.643.4050 (NYC) 1.800.490.0045 (Long Island) 1.800.892.2345 (Upstate); Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel. Customer should then call Citizens at: 1.866.223.8882.

Refund Policy. As the commodity supplied under this Agreement is immediately used and consumed by Customer upon delivery, it is not practical to return the product subject to this Agreement, and there fore refunds with respect to the commodity is not provided.

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