

RENEWABLE ELECTRIC SUPPLY SALES AGREEMENT  
COMBINED MASS MARKET

CUSTOMER DISCLOSURE STATEMENT

Price	Renewable Variable Rate.
How price is determined	Electric Variable Price 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 applicable taxes, fees, charges or other assessments and AP&G's costs, expenses and margins. Your electric rates are determined solely by AP&G at its discretion. AP&G may change its margins substantially each month.
Length of the agreement and end date	48 months. For more details See Section 2-Term.
Process customer may use to rescind the agreement without penalty	A Residential or Commercial Customer may rescind by calling the toll-free number within 3 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF")	No early termination fee.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances
Provisions for renewal of the agreement	After Initial Term, unless otherwise agreed to, renews on a month-to-month basis at a variable renewable product rate until terminated by either party. For more details see Section 2 - Term.
Guaranteed Savings	This agreement does not offer guaranteed savings below the utility price.
Compensation Disclosure	If an energy consultant was used as part of this transaction, the consultant representative receives a commission payment between \$8 and \$25 paid by bank wire. Depending on tiers and production levels, the Consultant may also receive additional compensation, bonuses, commissions, and/or prizes.
Renewable Energy Product	50% of your electric energy under this agreement will be matched with electricity generated by deliverable renewable energy sources. For more details see Section 4.

**1. Agreement to Sell and Purchase Energy.** This is an agreement between (American Power & Gas LLC) ("AP&G"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with AP&G (the "Agreement"). Subject to the terms and conditions of this Agreement, AP&G agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by AP&G, necessary to meet Customer's requirements based upon consumption data obtained by AP&G or the delivery schedule of the Local Distribution Utility (the "LDC"). AP&G 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 AP&G or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by AP&G.

**2. Term.** For Variable Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to AP&G is deemed effective by the LDC, and shall continue for 48 months thereafter (the "Initial Term"). Unless otherwise agreed to upon completion of the Initial Term, this Agreement will renew on a variable rate methodology continuing until terminated by either party with no change to the remaining terms (the "Renewal Term"). Either party may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price which is set solely by AP&G at its discretion 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 applicable taxes (excluding state and local sales tax), fees, charges or other assessments and (ESCO)'s costs, expenses and margins. AP&G may change its margins substantially each month. If there is a material adverse change in the business or financial condition of customer (as determined by AP&G 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, AP&G may terminate this Agreement upon 30 days' written notice to customer. AP&G will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LDC. Customer will receive a single bill for both commodity costs (provided by AP&G) and delivery costs (provided by your utility) from your local utility company/LDC. Your LDC will also determine your billing intervals and any late payment fees. As applicable, the LDC will handle your budget billing service. AP&G may assign and sell Customer accounts receivable to the LDC.

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"). In the event of failure to remit payment when due by a residential customer, AP&G may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA").

**4. Renewable Energy Product.** Electric customers are guaranteed that 50% of your electricity usage (or the minimum amount required by the state, whichever is higher) is matched by the generation of energy from renewable resources by retiring renewable energy certificates (RECs). RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this agreement. The renewable mix provided under this agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year. In order to satisfy the terms of this contract, RECs must be purchased from eligible renewable generators through NYGATS or by purchasing eligible RECs from NYSERDA or by procuring RECs from eligible renewable generators through bilateral contracts or by entering into bundled energy and REC purchase agreements with eligible renewable generators or by making Alternative Compliance Payments to NYSERDA.

**Upgrade Option:** Customer may opt to upgrade from 50% to 100% renewable energy sources. The price for the additional 50% renewable energy will be comprised of the AP&G varying price plus up to three (3) cents per kilowatt-hour delivered. Customer can cancel the 50% upgrade option at any time by calling AP&G at 1-800-205-7491. The requested drop of the additional 50% renewable energy sourced supply will be processed immediately by AP&G, and will become effective on the soonest date your utility's bill-processing system allows.

**5. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of AP&G. AP&G 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 DPS with 30 days written notice to Customer.

**6. Information Release Authorization.** Customer authorizes AP&G 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; public assistance status; participation in utility low income discount programs; 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 AP&G 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 AP&G. 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 AP&G or by calling AP&G at 1-800-205-7491. AP&G reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**7. Consumer Protections Regarding Termination of Services.** The services provided by (ESCO) to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and HEFPA for residential customers. AP&G will provide at least 15 days' notice prior to the cancellation of service to Customer. A residential 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 AP&G at 1-800-205-7491 or the DPS at 1-800-342-3377 (General Helpline), 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: <http://www.dps.ny.gov>.

**8. Cancellation by Customer.** A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting AP&G at 1-800-205-7491 or in writing. Customer is liable for all AP&G charges until Customer returns to the LDC 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 trued up subsequent to the final meter reading.

**9. Agency-Electric:** Customer hereby designates AP&G as agent to; (a) arrange and administer contracts and service agreements between Customer and AP&G 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. AP&G 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 AP&G 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. The foregoing is not intended to and in no way shall operate to create any fiduciary duties between AP&G and Customer, nor shall the foregoing operate to create any Principal-Agent relationship between AP&G and Customer for any other purposes.

**10. Title-Electric:** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO AP&G load bus (located outside of the municipality where Customer resides) and shall constitute the point at which title transfers and the sale occurs. AP&G will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

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

**12. Force Majeure.** AP&G will make commercially reasonable efforts to provide electricity hereunder, but AP&G does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of AP&G ("Force Majeure Events") may result in interruptions in service. In the event that AP&G is rendered unable, wholly or in part, to perform its obligations under this Agreement due to events not reasonably anticipated or within either party's control, AP&G will not be liable for any interruptions caused by a Force Majeure Event, and AP&G 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, accidents, strikes, labor disputes

or problems, required maintenance work, inability to access the local distribution utility system, curtailment by Customer's LDC or AP&G transportation capacity, non-performance by the LDC (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond AP&G's control.

**13. Liability.** The remedy in any claim or legal proceeding by Customer against AP&G will be solely limited to direct actual damages, which will under no circumstances exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months of the time period in dispute. Customer shall not pursue or recover any additional damages or amounts from AP&G, and all other remedies at law or in equity are hereby waived. In no event will either AP&G 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. Customer and AP&G acknowledge that there are no third-party beneficiaries to this Agreement.

**14. AP&G Contact Information.** Customer may contact AP&G's Customer Service Center Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) at 1-800-205-7491, or customerservice@GoAPG.com or by writing to AP&G at: American Power & Gas, 10601 Belcher Road South, Seminole, Florida 33777.

**15. Dispute Resolution.** The services provided by AP&G to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving AP&G's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact AP&G by telephone or in writing as provided above. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints); Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. 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.

**16. Arbitration of Disputes/Waiver of Jury Trial/ and Participation in Class Actions.** Except as to matters submitted to DPS as described in Paragraph 14 of this Agreement, any dispute between AP&G and Customer, whether arising or based in any contract, statute, regulation, or tort, shall be decided by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") and pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. and shall be venued exclusively in the State of New York and in the County where services are being provided under this Agreement, or where AP&G and Customer mutually agree. Any claim, arbitration, action, or proceeding shall proceed only on an individual basis. Neither AP&G nor Customer shall be permitted to join or consolidate disputes involving others in any claim, arbitration, action, or proceeding, nor shall any claim, arbitration, action, or proceeding be brought or maintained as a class action or in any representative capacity. **AP&G AND CUSTOMER UNDERSTAND THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY AND WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION.**

**17. Choice of Laws.** 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. 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, AP&G 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.

**19. 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 AP&G's net income, shall be paid by Customer, and Customer agrees to indemnify AP&G and hold AP&G harmless from and against any and all such taxes.

**20. Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1-877-434-4100; KeySpan 718-643-4050 (NYC) and 1-800-490-0045 (Long Island); Niagara Mohawk at 1-800-892-2345; Central Hudson at 1-800-527-2714; RG&E at 1-800-743-1701; NYSEG at 1-800-572-1131; National Fuel at 1-800-444-3130 and emergency personnel. Customer should then call AP&G at: 1-800-205-7491.

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

**In the case of telephonic or electronic enrollment, execution shall be deemed provided in accordance with, and pursuant to the methods authorized under the New York Uniform Business Practices codes.**