FIXED RATE SALES AGREEMENT
ELECTRIC RESIDENTIAL/COMMERCIAL

DISCLOSURE STATEMENT AND TERMS & CONDITIONS

DISCLOSURE STATEMENT

Price	**Fixed Price per KWH is $0.1219.**
How price is determined:	**Electric Fixed Prices include the cost of electricity obtained from all sources as calculated on a blend of PJM wholesale prices including any additional costs, expenses and margins that AP&G incurs when providing the service. The price does not include charges for services normally charged by the local utility.**
Length of the agreement and end date	**For Fixed Rate service, the Term is 6 months. For more details, See Section 2-Term.**
Process customer may use to rescind the agreement without penalty	**An electric Customer may rescind within 7 calendar days of receipt of the electric utility's confirmation notice by calling the local or toll-free number or sending in written notice to the electric utility company.**
Amount of Early Termination Fee ("ETF") and method of calculation	**There is no early termination fee. For more details, see below Section 4. Termination.**
Amount of Late Payment Fee and method of calculation	**As per the Utility tariff**
Provisions for renewal of the agreement	**After Initial Term, unless otherwise agreed to, renews to a variable rate methodology and continues until terminated by either party. For more details, see Section 2 - Term.**
Renewable Energy Product	**25% of your electric energy under this agreement will be matched with electricity generated by deliverable renewable energy sources.**
Rebate	**For each of your electric accounts that remain enrolled with AP&G for 12 consecutive months, AP&G will add up all twelve months and calculate your average month's supply charge. After you register and follow the terms of the rebate program, AP&G will send you a 25% rebate of that amount every twelve months. For more details, see Section 3.2 – Rebate.**

TERMS & CONDITIONS

1. Agreement to Sell and Purchase Energy. This is a Contract between American Power & Gas LLC ("AP&G"), a competitive retail electric services (CRES) provider, 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 from the delivery schedule of your local electric distribution company "EDU". There is no deposit required. AP&G is not affiliated with and does not represent the EDU. The EDU may charge a fee to switch. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by AP&G from the EDU's delivery schedule. **AP&G reserves the right to deny enrollment or cancel online applications at any time based on internal eligibility reviews, regulatory compliance, or other discretionary factors. Enrollment is not guaranteed and is subject to company approval.** The EDU will continue to deliver the electricity supplied by AP&G.

2. Term. This Agreement shall commence as of the date the change of Customer's provider to AP&G with the next available meter reading is deemed effective by the EDU, and shall continue for 6 months thereafter (the "Initial Term"). **Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew to a variable rate methodology and continue until terminated by either party which does not require the customer's affirmative consent.** Either party may cancel or terminate this Agreement by providing 15 days advance notice of termination to the other party. If Customer switches back to the EDU, they may or may not be served under the same rates, terms and conditions that apply to other customers serviced by the EDU.

3. Pricing and Billing. The price per kWh for all electricity sold to the customer during the term under this Agreement is as stated in the Price section of the disclosure box above. AP&G will invoice Customer monthly for electricity supplied under this Agreement, as measured by the EDU. 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/EDU. Your EDU will also determine your billing intervals and any late payment fees. AP&G does not offer a budget billing service at this time. AP&G may assign and sell Customer accounts receivable to the EDU.

3.1 Renewable Energy Product. Electric customers are guaranteed that 25% of your energy (or the minimum amount required by the state, whichever is higher) will be matched with electricity generated by deliverable renewable energy resources, including one or more of biomass, biogas, hydropower, solar energy, wind energy, or any other qualifying renewal resources.

Upgrade Option: Customer may opt to upgrade from 25% to 100% renewable energy sources. The price for the additional 75% renewable energy will be comprised of the AP&G fixed rate plus one point five (1.5) cents per kilowatt-hour delivered. Customer can cancel the 75% upgrade option at any time by calling AP&G at 1-800-205-7491. The requested drop of the additional 75% 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.

3.2. Rebate. To qualify for the rebate program, you must register for the AP&G rebate program and agree to receive your rebate electronically. Registration can be done at www.goapg.com/rebate. For each account that has registered and remains enrolled with AP&G for 12 continuous months on this program, AP&G will calculate the average month's supply charges and send the customer a 25% rebate of that amount. You will not be entitled to any rebate in the event that you fail to maintain or provide accurate information to AP&G regarding your linked bank account, are subject to any bank account freeze or seizure such that your linked bank account is unable to receive a payment from AP&G, or AP&G is otherwise unable to make a payment to your linked bank account through no fault of AP&G's own.

4. Termination. In order for AP&G to supply fixed price electricity, long term supply arrangements are made with generators of electricity to meet the forecasted consumption of you, the customer. If the customer cancels/terminates this agreement for any reason, there is no early termination fee (ETF). There is no penalty if the customer moves outside the provider's service area or into an area where AP&G charges a different price. To cancel, the customer can call AP&G at 800-205-7491. or email: customerservice@goapg.com, or mail a request to the AP&G address below.

5. Definitions. "Small commercial customer" means a commercial customer that is not a mercantile commercial customer. "Mercantile customer" shall have the meaning set forth in division (A)(19) of section §4928.01 of the Revised Code. "Mercantile customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states.

6. 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 PUCO.

7. Customer Information Regarding Termination of Services. Customer consents and authorizes AP&G to obtain Customer Information from the EDU. This authorization will remain in effect during the Initial Term and any applicable Renewal Term. Except as required by law and in accordance with rules 4901:1-21-12(B)(18) of the Administrative Code, AP&G will not release Customer Information including the customer's social security number, account number or any other customer information without the Customer's written consent except for AP&G's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider. 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. Twice within a twelve-month period, Customer has the right to request up to twenty-four months of the Customer's payment history without charge.

8. Consumer Protections. The services provided by AP&G to Customer are governed by the terms and conditions of this Agreement. AP&G will provide at least 15 calendar days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to AP&G, a Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the utility tariff. Customer may obtain additional information by contacting AP&G at 1-800-205-7491 (Monday through Friday, 9 AM to 5 PM EST) or the PUCO at 1-800-686-7826, or by writing to the PUCO at: Public Utility Commission of Ohio, Attn: IAD, 180 E. Broad St., Columbus, OH 43215, or through its website at: http:// www.puco.ohio.gov. The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUC. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org.

9. Rescission. An electric Customer may rescind within 7 calendar days of receipt of the electric utility's confirmation notice by calling the toll free number or sending in written notice to the electric utility or 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 EDU or goes to another supplier.

10. Agency & Power of Attorney. You appoint AP&G as your agent and grant AP&G a power of attorney to act on your behalf in acquiring the supplies necessary to meet your energy needs, contracting for and administering transportation, and related services over interstate facilities and any EDU services necessary to deliver energy to your premises. AP&G provides these services to you at no additional charge, as they are already 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.

11. Title. All energy sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be a location determined by AP&G, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from AP&G to you.

12. Warranty. This Agreement, including any enrollment forms 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.

13. 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. AP&G will not be liable for any such 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, 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 EDU (including, but not limited to, an outage of its electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond AP&G's control.

14. 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 & AP&G acknowledge that there are no third-party beneficiaries to this Agreement.

15. 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.

16. Dispute Resolution. 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's Customer Service Center by telephone or in writing as provided above within thirty (30) days of the disputed occurrence or the date of the billing statement in dispute.

Residential. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the PUCO or by calling the PUCO at 1-800-686-7826. 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 PUCO. The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUC. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org.

Commercial. 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.

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If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

In the event Customer fails to report a dispute within thirty (30) days of the disputed occurrence or the date of the disputed billing statement, customer waives any and all rights to assert the dispute and any disputed invoice shall be deemed correct for all purposes. This thirty (30) day requirement shall take priority over all other provisions in this agreement.

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17. Arbitration of Disputes/Waiver of Jury Trial/ and Participation in Class Actions. Except as to matters submitted to PUCO as described in Paragraph 16 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 Ohio 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**.

18. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles.

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. 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.

21. Emergency Service. The EDU will continue to respond to emergencies. In the event of an electric outage, service interruption or other emergency, Customer should immediately call the EDU at: First Energy 800-633-4766; Duke Energy 800-544-6900; AEP Ohio 800-672-2231; Dayton Power and Light: 800-433-8500 for Residential; or 800-253-5801 for Commercial. Customer should then call AP&G at: 1-800-205-7491.

22. 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 Ohio Administrative Codes.