

ELECTRIC FIXED RATE CONTRACT SUMMARY COMBINED RESIDENTIAL/COMMERCIAL

Electric Generation Supplier Information	American Power & Gas of Pennsylvania, LLC 10601 Belcher Road South, Seminole, FL 33777 800-205-7491 • www.AmericanPowerandGas.com License No. A-2013-2355561 AP&G is responsible for generation charges.
Price Structure:	Fixed.
Generation/Supply Price	The Electric Fixed Price per kWh is \$ <u>0.1435</u> which includes 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.
Statement Regarding Savings	The supply price may not always provide savings to the customer. AP&G does not guarantee savings.
Deposit Requirements	There are no deposit requirements.
Contract Start Date	The contract start date will be established by your utility.
Contract Duration/Length	This initial contract term will be for six (6) months.
Cancellation/Early Termination	There is no cancellation fee.
End of Contract	Prior to the expiration date of the Initial Term or if we propose to change our terms of service, you will receive two separate written notifications explaining the proposed changes to the terms of service and your options going forward. The first notification will be provided no more than 60 days and no less than 45 days in advance of the expiration of the Initial Term. The second notification will be provided at least 30 days in advance. If you find the change(s) unacceptable, you may choose another supplier or return to EDC service without any penalty to you. If you do not respond to the notifications, your service with AP&G will continue under the new terms and the Agreement, as amended will automatically renew on a month-to-month basis or to another fixed term contract as set forth in the notifications.
Right of Rescission	The customer may cancel this agreement at any time before midnight of the 3rd business day after receipt of this agreement verbally or in writing.
Renewable Energy Product	100% of your electric energy under this agreement will be matched with electricity generated by deliverable renewable energy sources.

Electric Distribution Company Information

The EDC is responsible for distribution charges, as well as any emergencies, outages, etc.

Public Utility Commission (PUC) Address: Choice Hotline Number:	P. O. Box 3265 Harrisburg, PA 17105-3265 800-692-7380	EDC name/ Supplier of last resort: Address: Phone number: Universal Service Information:	Pike County Light and Power Company 390 W. Route 59 Spring Valley, NY 10977 877-434-4100 877-434-4100
EDC name/Supplier of last resort: Address: Phone number: Universal Service Information:	Duquesne Light 411 Seventh Avenue (6-1) Pittsburgh, PA 15219 888-393-7000 888-393-7000	EDC name/ Supplier of last resort: Address: Phone number: Universal Service Information:	PPL Electric Utilities 827 Hausman Road Allentown, PA 18104 800-342-5775 800-342-5775
EDC name/ Supplier of last resort: Address: Phone number: Universal Service Information:	PECO Energy Company 2301 Market Street P.O. Box 8699 Philadelphia, PA 19101 800-494-4000 800-494-4000	EDC name/ Supplier of last resort: Address: Phone number: Universal Service Information:	West Penn Power 800 Cabin Hill Drive Greensburg, PA 15601 800-255-3443 800-255-3443

American Power & Gas of Pennsylvania, LLC

1-800-205-7491

ELECTRIC FIXED RATE SALES AGREEMENT

COMBINED RESIDENTIAL/COMMERCIAL

CUSTOMER DISCLOSURE STATEMENT

Electric Generation Supplier Information	American Power & Gas of Pennsylvania, LLC 10601 Belcher Road South, Seminole, FL 33777 1-800-205-7491 • www.AmericanPowerandGas.com License No. A-2013-2355561 AP&G is responsible for generation charges.
Price	Fixed Price per KWH is \$ <u>0.1435</u> .
How price is determined:	Electric Fixed Price includes 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	Beginning on a date set by your utility for enrollment and continues for a six (6) month term.
Process customer may use to rescind the agreement without penalty	Customer may cancel this agreement at any time before midnight of the 3 rd business day after receipt of this disclosure by contacting AP&G at the above toll-free number or in writing at the below address or via email at customerservice@goapg.com .
Amount of Early Cancellation Fee and method of calculation	There is no early cancellation fee.
Renewable Energy Product	100% 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 4.3 – Rebate.

1. Background. This is an Agreement between you, the “Customer” and American Power & Gas of Pennsylvania, LLC (“AP&G”), to supply your home and/or business with all the energy you need subject to the eligibility requirements of your electric distribution company (“EDC”), and acceptance by AP&G (“Agreement”). The Public Utility Commission of Pennsylvania (“PUC”) has authorized AP&G to act as an Energy Service Company (Commission License # A-2013-2355561 and has entered into a service agreement with the EDC. AP&G is a retail energy marketer and not my EDC. The PUC does not regulate the price of energy or other charges found in this Agreement. You are at least 18 years old and fully authorized to enter into this Agreement. AP&G sets the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Regulatory Commission regulates transmission prices and services. You will receive one single bill from your EDC which includes both the EDC charges and AP&G’s charges. Either a Residential or Commercial Customer may cancel this agreement at any time before midnight of the 3rd business day after receipt of this disclosure by contacting AP&G at (800) 205-7491 or in writing at 10601 Belcher Road South, Seminole, Florida 33777 or via email at customerservice@goapg.com.

2. Definitions.

Ancillary Charges. Miscellaneous charges related to the provision and delivery of power to the customer.

Capacity Charges. Charges based on utility assigned capacity and related to the reliability of the power grid.

Generation Charges. The charge for producing electricity.

Hedges. Energy purchased in advance for customers.

Transmission Charges. The cost for transporting electricity from the generation source to your electric distribution company.

3. Term. This Agreement shall commence as of the date the change of Customer’s provider to AP&G is deemed effective by the EDC and continue for a six (6) month term.

4. Pricing & 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 EDC. 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/EDC. Your EDC 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 EDC. While the historical pricing is not indicative of present or future pricing, upon request, the customer may obtain the previous 24 months' average monthly billed prices for that customer's rate class and EDC service territory by calling customer service at 1-800-205-7491. If AP&G has not been providing generation service in a rate class and EDC service territory for 24 months, the months available to date will be provided.

4.1 Renewable Energy Product. Electric customers are guaranteed that 100% of your energy (or the minimum amount required by the state, whichever is greater) 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.

4.2 Renewal Provisions/Agreement Expiration/Change in Terms. If you have a fixed duration contract that will be ending or whenever AP&G wants to change the contract, you will receive two (2) separate notices before the contract ends or the changes happen.. The first notification will be provided no more than 60 days and no less than 45 days in advance of the expiration of the Initial Term. The second notification will be provided at least 30 days in advance. If you find the change(s) unacceptable, you may choose another supplier or return to EDC service without any penalty to you. If you do not respond to the notifications, your service with AP&G will continue under the new terms and the Agreement, as amended, will automatically renew on a month-to-month basis or to another fixed term contract as set forth in the notifications.

4.3 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.

5. 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. The customer will not be subject to a penalty or fee if the customer terminates the contract at any time between the date the Options Notice required under PA Code §54.10 is issued and the expiration of the fixed rate contract.

6. Cancellation Procedures. Non-Payment: If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service supplied up to the date of termination. Company-Initiated Cancellation: If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Customer-Initiated Cancellation: If you cancel this agreement at any time, you will owe us for amounts unpaid up to the date of cancellation plus any applicable cancellation fee – see Section 5 for further information. Customer Move: If customer moves from their current address, but customer's new location is within Pennsylvania (whether the customer stays with the same EDC or moves to a different EDC), the customer will enroll the new accounts with AP&G at the appropriate rates for the remaining period of the contract term. If the customer moves outside the state, this agreement is cancelled.

7. Information. For inquiries and information regarding energy suppliers and the competitive retail energy market, you can contact the PUC at 800-692-7380. Information about shopping for an electric supplier is available at www.PAPowerSwitch.com or other successor media platform as determined by the Commission, by calling the Commission at (800) 692-7380 and the Office of Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us.

8. Emergency Service. In an emergency, you should immediately call Duquesne Light at 888-393-7000, PECO Energy Company at 800-841-4141, Pike County Light & Power Company at 877-434-4100, PPL Electric Utilities at 800-342-5775 or West Penn Power at 800-255-3443 and local emergency personnel. If you experience service related problems, you should contact your utility.

9. Dispute Resolution. If you have a question or concern about your bill, you may contact AP&G in writing at 10601 Belcher Road South, Seminole, Florida 33777, or by telephone at (800) 205-7491 within thirty (30) days of the disputed occurrence or the date of the billing statement in dispute. AP&G will refer all complaints to a representative in their customer service center who, in good faith, will use reasonable efforts to reach a mutually satisfactory solution. If you are still not satisfied, you may call the PUC toll free at 800-692-7380, or write the PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265. 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.

10. Energy Supply Quantity. The EDC will determine all energy quantities supplied under this Agreement and all such amounts will be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale.

11. 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 and applicable utility account information necessary including usage to meet your energy needs, contracting for and administering transportation, transmission and related services over interstate facilities and any EDC services necessary to deliver energy to your premises. By entering into this contract, you consent to the EDC to release this information. AP&G provides these services to you at no additional charge, as they are already included in the price noted above. AP&G will maintain the confidentiality of a customer's personal information including the customer's name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and Federal and State laws. 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.

12. Invoicing and Payment. Unless otherwise agreed to in writing, the EDC will invoice you monthly for energy supplied to you under this Agreement.

13. 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. Net Metering: No compensation or distribution credits are available from the supplier for excess power put back onto the power grid by the customer.

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. Arbitration of Disputes/Waiver of Jury Trial/ and Participation in Class Actions. Except as to matters submitted to PUC as described in Paragraph 9 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 Pennsylvania 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.**

16. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania.

17. Assignment. After providing you a 30-day notice, AP&G may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company, or other entity in accordance with the PUC rules and procedures, if any, governing such transactions.

18. Severance. If a court or regulatory agency of competent jurisdiction deems any provision of this Agreement to be invalid, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

19. No Warranties. Unless otherwise expressly set forth in this Agreement, AP&G provides and I shall receive no warranties, express, or implied, statutory, or otherwise and AP&G specifically disclaims any warranty of merchantability or fitness for a particular purpose.

20. Delay or Failure to Exercise Rights. No partial performance, delay or failure on the part of AP&G in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

21. Force Majeure and Other Circumstances. AP&G will make commercially reasonable efforts to provide natural gas and/or 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 EDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond AP&G's control.

22. Taxes and Laws. Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery of energy under this Agreement, shall be paid or reimbursed by you except for federal, state or local taxes imposed on the net taxable income of AP&G. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.

23. Entire Agreement. This Agreement and the Enrollment Confirmation set forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

24. Contact Information. Customer may contact AP&G's Customer Service Center Monday through Friday 9:00 a.m. – 5:00 p.m. EST at 1-800-205-7491 or customerservice@goapg.com or by writing to AP&G at: 10601 Belcher Road South, Seminole, Florida 33777.

25. 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 Pennsylvania Code.

Public Utility Commission (PUC) Address: Choice Hotline Number:	P. O. Box 3265 Harrisburg, PA 17105-3265 800-692-7380
EDC name/Supplier of last resort: Address: Phone number: Universal Service Information:	Duquesne Light 411 Seventh Avenue (6-1) Pittsburgh, PA 15219 888-393-7000 888-393-7000
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EDC name/ Supplier of last resort: Address: Phone number: Universal Service Information:	West Penn Power 800 Cabin Hill Drive Greensburg, PA 15601 800-255-3443 800-255-3443