



## XOOM Energy Georgia, LLC Variable Price Plan (SimpleFlex - Airline Rewards) Disclosure Statement

This document provides general information about the price plans and gas services provided by XOOM Energy Georgia, LLC ("XOOM Energy"), as well as contact information. Please also review the Terms and Conditions of Service document that accompanies this Disclosure Statement.

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| <b>Natural Gas Supplier Information</b>   | <p>While XOOM Energy will supply you with natural gas, know that XOOM Energy is not affiliated with Atlanta Gas Light Company ("AGL"), which will continue to deliver that natural gas, read your meter, and make necessary repairs to its natural gas distribution facilities as your local distribution utility. XOOM Energy's charges for natural gas supply will appear on your bill separate from the charges of your local utility. XOOM Energy will not prevent a consumer from obtaining distribution and commodity sales service from another marketer or provider. Upon switching to another marketer, however, you will be responsible for all charges incurred until such switch becomes effective. For information or complaints, please contact XOOM Energy at the information provided below.</p> <p>XOOM Energy Georgia, LLC<br/>804 Carnegie Center, Princeton, NJ 08540<br/>1-855-203-3808<br/><a href="mailto:customercare@xoomenergy.com">customercare@xoomenergy.com</a><br/><a href="http://www.xoomenergy.com">www.xoomenergy.com</a></p> |
| <b>Price Structure</b>                    | <p>You selected a variable price plan. Your price for gas purchases will be a variable price, per therm, that may change on a monthly basis, plus taxes and fees, if applicable. You will be billed for the number of therms of gas that you use during the billing period at a price per therm that may vary from month to month. We will determine your variable supply price in our discretion based on many different factors, which may include prices charged by competitors, industry charges we are responsible for, our costs to procure and sell energy, customer retention price, applicable state and local taxes, changes in weather, legal and regulatory issues, profit margins, and other relevant business conditions.</p>                                                                                                                                                                                                                                                                                                                      |
| <b>Supply Price</b>                       | <p>Your initial price under this contract is \$0.7090 per therm. This initial price will be in effect for your first 3 billing cycle(s). Thereafter, your price will vary month to month based on the factors described above in the Price Structure section of this Disclosure Statement.</p> <p>Your price for gas usage will not include state and local sales taxes, or charges imposed by AGL. Instead, those taxes or charges will appear separately on your bill. You may also be required to pay a monthly customer service charge of \$5.85 and in the case of non-residential firm retail customers (as defined in the Terms and Conditions), an interstate pipeline capacity charge of \$8.50 x DDDC.</p>                                                                                                                                                                                                                                                                                                                                             |
| <b>Contract Term and Start Date</b>       | <p>This Agreement will continue until canceled by you or XOOM Energy.</p> <p>The term of your Agreement with XOOM Energy will begin with your first meter read by AGL following your enrollment with XOOM Energy. If you are switching from another marketer in Georgia, and if you sign up by the 15th day of a given month, your switch will typically become effective on the 1st day of the next month. For example, if you enroll after the 15th day of the month, your switch may not become effective until the following month (example: sign up March 21st, your switch typically will become effective May 1st).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Budget Billing and Average Billing</b> | <p>XOOM Energy will offer an optional payment program designed to provide predictable billing by equalizing payments over a period of time. Budget Billing or Average Billing is available for only the XOOM Energy portion of your bill. Please see your Terms and Conditions for more details.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| <b>Deposit Requirements</b>                               | <p>XOOM Energy may require a deposit as set forth in your Terms and Conditions.</p> <p><i>For residential: If a deposit is required, the total amount of your deposit will not exceed \$150.</i></p> <p><i>For non-residential firm retail customer (as defined in the Terms and Conditions), any deposit will not exceed twenty (20) percent of your estimated annual billing.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |                             |                                     |                                    |         |               |                                       |         |               |
| <b>Payment Policies</b>                                   | <p>XOOM Energy will not send estimated bills, except when the actual meter readings are not made available, and in that event, such estimated bills will be limited to no more than two consecutive months.</p> <p>XOOM Energy may charge a service processing fee of \$4.95 for any payment processed by a XOOM Customer Care Specialist and a returned payment charge of \$35 for returned or rejected payments. For more detail, see the Terms and Conditions..</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                             |                                     |                                    |         |               |                                       |         |               |
| <b>Cancellation/Early Termination Fees</b>                | <p>You may cancel this Agreement at any time by contacting XOOM Energy, with no termination (cancellation) fee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                             |                                     |                                    |         |               |                                       |         |               |
| <b>Move-in/Relocation Fees</b>                            | <p>When moving to an address within AGL’s service territory, XOOM Energy will make every effort to transfer your service to your new service address, provided that you notify us within thirty (30)days of your move. If a transfer of service is not successful or you move to a locationoutside AGL’s service territory or a territory not serviced by XOOM Energy, this Agreement willautomatically terminate with no cancellation fees. Failure to notify XOOM Energy of your movewill be considered a cancellation of this Agreement. Until your XOOM Energy gas supplyservice is terminated by AGL, you will remain responsible for payment of all outstandingbalances and charges on your account until service is terminated. You will also be responsiblefor the following fees (“Move-in Fees”) which are determined by whether a meter installation is required:</p> <table><tr><td></td><td><u>Fees assessed by AGL</u></td><td><u>Fees assessed by XOOM Energy</u></td></tr><tr><td><u>Move-in with existing meter</u></td><td>\$25.00</td><td>up to \$25.00</td></tr><tr><td><u>Move-in without existing meter</u></td><td>\$50.00</td><td>up to \$25.00</td></tr></table> |                                     | <u>Fees assessed by AGL</u> | <u>Fees assessed by XOOM Energy</u> | <u>Move-in with existing meter</u> | \$25.00 | up to \$25.00 | <u>Move-in without existing meter</u> | \$50.00 | up to \$25.00 |
|                                                           | <u>Fees assessed by AGL</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <u>Fees assessed by XOOM Energy</u> |                             |                                     |                                    |         |               |                                       |         |               |
| <u>Move-in with existing meter</u>                        | \$25.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | up to \$25.00                       |                             |                                     |                                    |         |               |                                       |         |               |
| <u>Move-in without existing meter</u>                     | \$50.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | up to \$25.00                       |                             |                                     |                                    |         |               |                                       |         |               |
| <b>End of Contract/Renewal</b>                            | <p>This is a month-to-month contract that will continue until terminated by either party. Upon enrollment, you will receive enrollment confirmation and a copy of your Terms and Conditions and Disclosure Statement, all of which will describe your Agreement in greater detail.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |                             |                                     |                                    |         |               |                                       |         |               |
| <b>Reconnection/Disconnection Policies and Procedures</b> | <p>Prior to any disconnection, XOOM Energy will provide you with 15 day written notice. Before a disconnection for gas service occurs for failure to pay, XOOM Energy will offer at least one reasonable pay arrangement in writing. Your service will not be disconnected for nonpayment of a bill that was not sent in a timely manner.</p> <p>If you do not pay your bill by the due date on your invoice and your total past due amount is \$30 or more, we may charge you a Late Payment Penalty in the amount of \$10 or 1.5 percent of the past due amount, whichever is greater.</p> <p>You may be charged a \$10 Disconnection Notice Fee in the event that XOOM Energy sends a disconnection notice.</p> <p>You may also be charged a \$35 Disconnect Recovery Charge if you do not pay the past due amount before the date your service is subject to disconnection as stated on your disconnection notice, regardless of an extension on your account for any reason, including your eligibility for payment assistance or a deferred payment plan.</p>                                                                                                                       |                                     |                             |                                     |                                    |         |               |                                       |         |               |



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| <b>Georgia Commission<br/>Consumer Affairs<br/>Information</b>         | <i>If you contact XOOM Energy and a dispute cannot be resolved, you may contact the Georgia Consumer Affairs office by calling 800-282-5813 or 404-656-4501 or visiting the website at <a href="http://www.psc.state.ga.us/contactinfo.asp">http://www.psc.state.ga.us/contactinfo.asp</a>. You may also contact the Governor's Office of Consumer Affairs at 800-869-1123 or 404-651-8600.</i> |
| <b>Heating Energy<br/>Assistance Team,<br/>Inc. ("H.E.A.T., Inc.")</b> | <i>If you need information regarding heating assistance please contact H.E.A.T., Inc. at 678- 406-0212.</i>                                                                                                                                                                                                                                                                                     |

**Note on Dispute Resolution: This contract does not permit class actions or a jury trial. See "Other Dispute Resolution" Section of your Terms and Conditions for more details.**