BIZRESCUELOCK 12 PLAN TERMS AND CONDITIONS

Introduction: This is an agreement for Electric Generation Service from XOOM Energy New Jersey, LLC ("XOOM" or "Company" or "us"). This Disclosure Statement/Terms and Conditions, and the accompanying Contract Summary set forth the terms and conditions of your agreement with XOOM for electric generation supply. XOOM is licensed by the New Jersey Public Utility Commission to offer and supply electric generation services in New Jersey. XOOM's license number is ESL – 0115. Your generation prices and charges will be set by us. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC) that will contain your EDC's charges and your charges from XOOM Energy New Jersey, and your EDC will continue to provide all emergency repairs and services.

Service & Term: The Term of this Agreement will begin with your first meter read by your EDC after your enrollment is accepted, and will continue for the Contract Term / Length set forth in the accompanying Contract Summary. There will be no charge for starting or stopping electric generation service, if done within the terms of this Agreement.

Acceptance of Enrollment:These terms and conditions are subject to you meeting all requirements of XOOM and your EDC to become enrolled with XOOM. You will be promptly notified with confirmation of your switch to XOOM in writing.

Right of Rescission:You will have seven (7) calendar days, starting from the date of your EDC's confirmation notice ("Cancellation Period"), to contact the EDC and cancel this contract without penalty or a cancellation fee. This Agreement does not become a legally binding contract until the cancellation period has expired.

EDC Services:XOOM is an electric generation supplier and is not affiliated with your EDC. Your EDC will continue to deliver your electricity, read your meter, make necessary repairs, and send you a bill. Your EDC will also respond to emergencies and provide other basic utility services as required. Please call your EDC in the event of an emergency such as a power outage. XOOM Energy is not an agent of your EDC and your EDC will not be liable for any of XOOM Energy's acts, omissions, or representations.

Price:Your rate for electricity purchases under this Agreement will be a fixed price, per kilowatt hour. This rate is established at the time of your enrollment and is set forth in your Contract Summary, which is incorporated into this Agreement. You are responsible for all charges assessed and billed by your EDC for electric distribution charges, and for all services your EDC provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Moving:When moving to an address within your EDC's service territory, XOOM will make every effort to transfer your services to your new address provided that you notify XOOM within 48 hours of your move. If a transfer of service is not successful or you move to a location outside your EDC service territory, or a territory not serviced by XOOM, this Agreement will automatically terminate at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Death or Disability:If you become disabled or die, you, or your agent or successors can terminate this Agreement

by giving 48-hours' notice to XOOM Energy.

Early Termination Fee:After this contract goes into effect, if you terminate this contract for any reason, or switch your service to a different electric supplier or default service supplier, your will be responsible for paying XOOM the early termination fee amount that is set forth in your Contract Summary which is incorporated into this Agreement. The Early Termination Fee is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electric power to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

Termination:XOOM may cancel this Agreement by giving thirty (30) days written notice of its intention to terminate if you fail to comply with any of the terms and conditions of this Agreement, including payment, regardless of whether or not the reason for termination is remedied after notice. XOOM may cancel this Agreement if your usage of electricity changes substantially. Termination may take two (2) or more billing cycles by your EDC, and while the cancellation is taking place, you are still responsible for paying for the electricity you consume.

Credit, Payment and Collection:Your bill will be based on monthly meter readings provided to XOOM by your EDC. If there is an error in your meter reading, XOOM will adjust its bill to you upon your EDC providing a corrected meter reading to XOOM. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. Your first bill payment will be due twenty (20) days after your first meter read by your EDC. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a $35 return check fee for all returned checks. In all events, you shall remain obligated to pay for all electricity received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

Customer Service, Dispute Resolution:If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at www.xoomenergy.com; by sending a letter to: XOOM Energy New Jersey, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your EDC bill, please contact your EDC directly. See the Contract Summary for your EDC's contact information. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a resolution cannot be reached with your EDC or with XOOM, you may contact the New Jersey Board of Public Utilities Division of Customer Assistance for help, toll free, at 1-800-624-0241.

Assignment:This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

Service Complaints:For service problems you should contact your EDC directly. Your EDC's contact information is located above in the Contract Summary. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR EDC or 911.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your EDC's tariffs in accordance with the rules and regulations of the New Jersey Board of Public Utilities. You acknowledge that you are the EDC account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize your EDC to release all information relating to your historical and current electricity usage,

billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM, except as required by law, without your consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any substantial change in your electricity consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your EDC. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of North Carolina without recourse to such states choice of law rules. There may be a delay before your EDC switches your electric supply to XOOM. XOOM is not responsible for any such delay.

Renewal Notice; Notification of Changes:No later than thirty (30) days prior the end of the term, XOOM will send you a renewal notice describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, the price for electricity provided under this Agreement will become a basic rate plan described in your renewal notice which will continue month-to-month until terminated by either you or XOOM. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Billing:XOOM supply charges will appear as a line item on the bill you receive from your EDC. If your EDC removes your account from consolidated billing for any reason, XOOM reserves the right to bill you directly. Please contact XOOM and/or your EDC to see if budget billing is offered in your service territory. Accounts that utilize budget billing will receive a true-up at least once every 12-month period during your contract term.

Insolvency:You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

Limitation of Liability and Warranty:XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances:XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electricity changes substantially.

Entire Agreement:This Agreement, including the Contract Summary and additional terms and conditions above, as well as your Enrollment form or Welcome letter, as applicable, constitutes the entire agreement and understanding

between you and XOOM with respect to its subject matter and superseding all prior written and oral agreements and representations made with respect to such subject matter.