SURELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Illinois' SureLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this SureLock 12 Agreement, in accordance with its terms.

Service & Term: XOOM Energy Illinois, LLC ("XOOM" or "Company") is licensed as an Alternative Retail Electric Supplier ("ARES") with the Illinois Commerce Commission ("ICC") in the State of Illinois. XOOM agrees to act as your exclusive electric power supplier. The term of this Agreement will begin when your local utility switches your account to XOOM and will continue for twelve (12) months.

Acceptance into the Program: You will receive written notification from your utility confirming a pending switch of your electric service to XOOM. These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program. These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program, or a governmental body or program of a governmental body. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for electric power purchases will be a fixed price of $0.0799 per kWh, plus taxes and fees, if applicable and a monthly administrative fee of $4.99. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement. You understand that any electric service provider selection you make may involve a charge to you for changing your electric service provider.Please see the following chart for your total price in cents per kWh at sample monthly usage levels.

500 kWh	1000 kWh	1500 kWh
9.0¢	8.5¢	8.3¢

Notification of Changes: At the conclusion of your 12-month initial term, you will be placed on the XOOM Energy Basic Plan, which is a variable rate plan that continues month-to-month until terminated by either you or XOOM Energy, without an early termination fee. XOOM will send you a notice no more than sixty (60) days and no later than thirty (30) days prior to the end of the 12 month term, via either mail or electronic means at XOOM's sole option, describing additional service plans for your consideration. The notice will specify the date by which you

must advise XOOM if you do not want to continue service with XOOM either under the XOOM Energy Basic Plan or other additional service plans available for your consideration. XOOM reserves the right, with thirty (30) days' written notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a 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, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date you received written notice of the amendment. XOOM shall have the right to terminate this Agreement if the Illinois Commerce Commission ("ICC") or your local utility decides to end or change the program under which you buy electricity.

Termination, Moving: You may rescind (stop) your acceptance of the Agreement with XOOM at any time within ten (10) calendar days of your enrollment authorization and receipt of this Agreement without penalty or cancellation fee by calling XOOM at 1-888-997-8979, by sending an email to customercare@xoomenergy.com or by calling your local utility : ComEd at 1-800-334-7661. When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement 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. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of $50 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: You will receive a single bill for both your electricity and the delivery of such electricity from your local utility distribution company. Payment is due by the date set forth on the invoice ("Payment Date"). 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 nor plan to begin any bankruptcy proceedings. If accepted as a customer XOOM may report your payment experience. 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. XOOM may terminate your commodity service and may suspend services

under procedures approved by law. 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 Illinois, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078, or by sending an email to customercare@xoomenergy.com. For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a dispute cannot be resolved, you may appeal to the Illinois Commerce Commission ("ICC") by calling 1-800-524-0795 or for TTY toll free at 1-800-858-9277, M-F 8:30 a.m. - 5:00 p.m., or visit the website www.icc.illinois.gov.

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

Service Complaints: For service problems you should contact your local utility by calling: ComEd at 1-800-334-7661. IN THE EVENT OF A POWER OUTAGE PLEASE CALL YOUR LOCAL UTILITY.

Environmental Disclosure: XOOM will provide upon request if available.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to (1) become your electric service provider, (2) take any steps necessary to change your electric service provider from your current supplier to XOOM, and (3) act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the ICC. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity services and that you are at least eighteen (18) years of age. You agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You further 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. Neither your customer account number nor any other personal financial information will be released by XOOM, except as required by law, without your consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM. On your written request to XOOM, XOOM will provide you with a written copy of this Agreement.

Miscellaneous: You agree to promptly notify XOOM if there are any anticipated major changes in your electricity consumption. During enrollment you will notify XOOM if your account is a net-metered account. Failure to notify XOOM that your account is subject to net-metering is a material breach of this agreement. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. 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 the state of North Carolina without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

Communications: XOOM may correspond with you by United States Postal Service, electronic means, or other method, at its sole discretion.

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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure: 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 a 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 electric power changes substantially. XOOM may terminate this Agreement if the ICC or your local utility decides to end or change the program under which you buy electricity.

Entire Agreement: This Agreement, including the Enrollment Form, Uniform Disclosure Statement, and/or Welcome Letter, constitute 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