XOOM Energy New York, LLC
11208 Statesville Road
Suite 200
Huntersville, NC 28078

Telephone 1-888-997-8979
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NATURAL GAS SALES AGREEMENT

Residential Service - New York

RESIDENTIAL DISCLOSURE STATEMENT

XOOM RescueLock 24 Fixed Price Residential	Your rate for natural gas purchases will be a fixed price of $0.5090 per ccf, plus taxes and fees, if applicable. 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. A fixed price may be modified due to a subsequent regulatory change in law. Please see the Regulatory Change section of your Agreement.
Agreement Term	Unless otherwise noted, the term of this Agreement shall be for an initial period of twenty-four (24) months.
Process You May Use to Rescind the Agreement Without Penalty	You may cancel your acceptance of the Agreement with XOOM at any time within three (3) business days of receipt of this Agreement up to one day prior to the effective date of your enrollment without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.
Late Payment Fee and Calculation	You will pay each invoice in full within twenty (20) days of the invoice date or be subject to a late payment charge of 1.5% per month.
Amount of Cost Recovery Fee and Method of Calculation	You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement with more than 12 months remaining on your term, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of $150, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. If you terminate your contract with a remaining term of less than 12 months, you will be charged a Cost Recovery Fee of $100. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.
Renewal	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. Upon completion of the Initial Term, XOOM will send you written notice at least thirty (30) days but no more than sixty (60) days prior to the renewal date (the "Renewal Term"). The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice. You shall have three (3) business days from receipt of the first billing statement of your Renewal Terms to reject renewal terms and cancel the renewal agreement.
Guaranteed Savings	This Agreement offers no guaranteed savings at this time.

AGREEMENT TO SELL AND PURCHASE ENERGY: This is an Agreement between XOOM Energy New York, LLC (”XOOM” or “Seller”) and you the Customer (“you”) under which you shall initiate natural gas service and begin enrollment with XOOM (the “Agreement”). Subject to the terms and conditions of this Agreement, XOOM agrees to sell and facilitate delivery, and you agree to purchase and accept the quantity of natural gas, as estimated by XOOM, necessary to meet your requirements based upon consumption data obtained by XOOM or the delivery schedule of the Local Distribution Company (the “LDC”). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting your consumption obtained by XOOM or the LDC’s delivery schedule. The LDC will continue to deliver the gas supplied by XOOM.

TERM:This Agreement shall commence as of the date you receive notice regarding the change of your provider to XOOM Energy is deemed effective by the LDU, and shall continue for twenty-four (24) months thereafter (the "initial term"). Upon completion of the Initial Term, XOOM will send you written notice at least thirty (30) days but no more than sixty (60) days prior to the renewal date (the “Renewal Term”). The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice. You shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period. You may provide written notice of termination or call XOOM Energy at 1-888-997-8979 or call your delivery company to terminate the agreement. XOOM Energy may terminate this Agreement by providing thirty (30) days’ written notice to you.

PRICE: The price for all natural gas sold under this Agreement shall include and be subject to all applicable taxes. XOOM will invoice you monthly for natural gas delivered under this Agreement, as measured by the LDC, and you will pay each invoice in full within twenty (20) days of the invoice date or be subject to a late payment charge of 1.5% per month. If you fail to pay each invoice in full within twenty (20) days of the invoice date, then, in addition to any other remedies that it may have, XOOM may terminate this Agreement upon fifteen (15) days written notice to you. You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase natural gas 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 $150 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. If you terminate your contract with a remaining term of less than 12 months, you will be charged a Cost Recovery Fee of $100. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the natural gas you consume that is supplied by XOOM.

BILLING: You will receive a single bill for both commodity and delivery costs from the LDC. Failure to make full payment of XOOM charges due on any consolidated bill prepared by the LDC for XOOM will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service. Payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the “DPS”). A $35 fee will be charged for all returned payments.

SERVICE: XOOM will establish a natural gas transportation program for you with your LDC in accordance with the LDC’s procedures. This may require you to enter into a transportation agreement under the LDC’s transportation service agreement. If requested, XOOM will arrange for transportation of natural gas on your behalf from the transfer point(s) to the respective LDC’s City Gate. You authorize XOOM to act as your designated agent for the arrangement for delivery and transportation of natural gas from transfer point(s) to the respective LDC’s City Gate. XOOM will act on your behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing. XOOM will supply your full requirements for natural gas at all facilities listed in this Agreement on a firm basis, and will be responsible for any penalties imposed by the LDC for failure to deliver. You agree to purchase all your natural gas requirements from XOOM on a firm basis.

DELIVERY POINT, TITLE AND TAXES: XOOM will deliver your natural gas supply to the transfer point where gas first enters the interstate pipeline. Title to, and risk of loss of the natural gas will pass from XOOM to you at the transfer point(s). XOOM

warrants good title to the natural gas sold and delivered to you. You will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of natural gas. If you are exempt from such taxes, you are responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with XOOM.

CONSUMER PROTECTION: The services provided by XOOM to you are governed by the terms and conditions of this Agreement and HEFPA. XOOM will provide at least fifteen (15) days' notice prior to the cancellation of service to you. You may obtain additional information by contacting XOOM at 1-888-997-8979 or the DPS at 1-888-697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.ny.gov.

CANCELLATION: You acknowledge that in the event of a cancellation or termination of this Agreement after your enrollment, it may take up to ten (10) weeks for you to return to the LDC for commodity supply service, and you are liable for all XOOM charges until your switch to the LDC or another supplier is effective. A final bill will be rendered within forty-five (45) days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between you and XOOM. XOOM makes no representations or warranties other than those expressly set forth in this Agreement, and XOOM expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

FORCE MAJEURE: In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by your LDC or XOOM transportation capacity, or your LDC appropriation of natural gas, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

LIABILITY: The remedy in any claim or suit by you against XOOM will be solely limited to direct actual damages (which will not exceed the amount of your single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either XOOM or you be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

MEASUREMENT: Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the LDC.

DISPUTE RESOLUTION: In the event of a billing dispute or a disagreement involving XOOM's service, you should contact XOOM's Customer Care Center at the telephone number listed above, in writing at 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by email at customercare@xoomenergy.com. You 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 forty-five (45) days, either

party may avail itself of all remedies available under law or equity. A dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Hearing Procedures ("Procedures") by calling DPS at 1-800-342-3377 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.ny.gov.

ASSIGNMENT: You may not assign its interests in and obligations under this Agreement without the express written consent of XOOM. XOOM 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 as authorized by the DPS.

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 or pricing structure whereby XOOM is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion XOOM shall have the right to cancel this Agreement on fifteen (15) days' notice to you.

INFORMATION RELEASE AUTHORIZATION: You authorize XOOM to obtain and review information regarding your credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL 32 (3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information may be used by XOOM to determine whether it will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. 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 natural gas service and are at least eighteen (18) years of age. Your acceptance of this Agreement shall constitute authorization for the release of this information to XOOM. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. You may rescind this authorization at any time by providing written notice thereof to XOOM or calling XOOM at 1-888-997-8979. XOOM reserves the right to cancel this Agreement in the event you rescind the authorization.

XOOM-DPS CONTACT INFORMATION: You may contact XOOM's Service Contact Center at 1-888-997-8979 during our business hours which are posted on our website at www.xoomenergy.com (contact center hours subject to change) or write to XOOM Energy New York, LLC at: 11208 Statesville Road, Suite 200, Huntersville, NC 28078. You may also contact the DPS for inquiries regarding the competitive retail energy market at 1-888-697-7728.

INSOLVENCY: 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. 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.

PARTICIPATION IN APP: Participation in the Assistance Program Participant ("APP") program or any utility low income assistance program administered by your utility affects your eligibility to take service from a competitive retail gas serviceprovider. You represent that you are not currently approved for or enrolled in APP or any such utility low income

assistance program and that if you subsequently become approved for APP or any such utility low income assistance program, I understand that NY PSC regulations require XOOM to de-enroll me at the expiration of my existing agreement with XOOM.
EMERGENCY SERVICE: In the event of a gas leak, service interruption or other emergency, please call 911 or please use the following toll-free numbers to directly contact your utility:

National Grid at 1-800-892-2345
National Grid LI at 1-800-490-0045
Central Hudson Gas & Electric at 1-800-527-2714
Orange & Rockland at 1-877-434-4100
Con-Edison at 1-800-752-6633
NYSEG at 1-800-572-1121
Rochester Gas & Electric at 1-800-743-1702
National Fuel at 1-800-444-3130

CHOICE OF LAWS: This Agreement shall be governed by the laws of the state of North Carolina without recourse to such states choice of law rules.

PARTIES BOUND: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.