BIZRESCUELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Pennsylvania's BizRescueLock 12 program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms. XOOM Energy Pennsylvania, LLC is licensed by the Pennsylvania Public Utility Commission as a Natural Gas Supplier to offer and supply natural gas services in Pennsylvania. XOOM Energy Pennsylvania's license number is A-2012-2283967. Commodity prices and charges are set by XOOM Energy. The Public Utility Commission regulates distribution prices and services.

Definitions:

Interstate Pipeline: Charges-Charges for moving natural gas to the distribution lines of a distribution company.

Commodity Charges: The charges for the natural gas product which is sold either in cubic feet or dekatherms.

Distribution Charges: The charge for the delivery of natural gas from the city gate to the consumer.

Service & Term: The purpose of this Agreement is to authorize XOOM to switch your natural gas provider to XOOM Energy Pennsylvania, LLC ("XOOM Energy" or "Company") to become your exclusive natural gas supplier. The term of this Agreement will begin with your first meter read by your local utility (natural gas distribution company ("NGDC")) following your acceptance into the program and will continue for twelve (12) months.

Acceptance into the Program:These terms and conditions are subject to your acceptance into the program by both XOOM Energy and your NGDC. You will be promptly notified with confirmation of the switch to XOOM Energy in writing.

NGDC Services:XOOM Energy is a Natural Gas Supplier and is not affiliated with your NGDC. Your NGDC will continue to deliver your natural gas, read your meter, make necessary repairs, and send you a bill. Your NGDC will also respond to emergencies and provide other basic utility services as required. Please contact your NGDC in the event of an emergency such as a gas leak. XOOM Energy is not an agent of your NGDC and your NGDC will not be liable for any of XOOM Energy's acts, omissions, or representations.

Price:During the term of this agreement, your rate for natural gas purchases will be a fixed price of $0.5350 per ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed and billed by your NGDC 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.

Should you wish to explore additional pricing options for gas suppliers within Pennsylvania, you can visit the Commission's website at www.PaGasSwitch.com, call the Commission's telephone number at 1-800-692-7380, and at www.OCA.PA.US.

Renewal Notice; Notification of Changes:Subject to governing law, XOOM Energy can renew this Agreement with new or revised Terms and Conditions. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications. The first notice will be provided approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you decide not to choose a new service plan upon the expiration of the term or decide to terminate your

agreement with XOOM Energy by contacting XOOM Energy in writing or by phone at the contacts listed herein, this Agreement will automatically renew at the at the fixed rate or variable rate then in effect in accordance with the notices. XOOM Energy 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 Energy's ability to continue to serve you under this Agreement.

Customer Termination/ Rescission/ Moving:You may cancel this Agreement with XOOM Energy at any time within three (3) business days of your receipt of your disclosure statement ("Cancellation Period") without penalty or a cancellation fee by calling XOOM Energy Pennsylvania, LLC at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com or by contacting your NGDC. This Agreement does not become a legally binding contract until the cancellation period has expired.

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

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 Energy may also cancel this Agreement immediately if there is evidence that any of the information you have provided to XOOM Energy are or becomes untrue, or you otherwise provide fraudulent or misrepresented information.

XOOM Energy may cancel this Agreement for any reason including XOOM Energy becomes unable to provide services under this Agreement by giving fifteen (15) days written notice.

Termination may take two (2) or more billing cycles by your NGDC, and while the cancellation is taking place, you are still responsible for paying for the gas you consume.

IF YOU DO NOT PAY YOUR BILL(S) YOUR SERVICE MAY BE DISCONNECTED BY THE NGDC. Your NGDC will give you notice in the time frame prescribed by the Pennsylvania Utility Commission before it disconnects your natural gas service. The NGDC may also disconnect your natural gas service immediately and without notice in certain urgent situations such as: (a) the existence of a known dangerous condition; (b) where service is connected without authority by a person who has not made an application for service; (c) where service is reconnected without authority after disconnection for nonpayment; (d) where there has been tampering with equipment; or (e) where there is evidence of theft of service. This Agreement is automatically cancelled if the NGDC returns you to NGDC generation and distribution service.

Early Termination Cost Recovery Fee:You understand and agree that in order for XOOM Energy 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 $500** 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 Energy may incur from such a sale, if any, and related expenses. After the initial contract term of (12) months, you may choose a

different product from XOOM, an alternative supplier, or return to the supplier of last resort.

Credit, Payment and Collection:Your bill will be based on monthly meter readings provided to XOOM Energy by your NGDC. If there is an error in your meter reading, XOOM Energy will adjust its bill to you upon your NGDC providing a corrected meter reading to XOOM Energy. 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 to the NGDC on the date specified in the NGDC bill. If you do not pay it on time, you could be subject to interest and late charges imposed by the NGDC, and your service could be disconnected. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM Energy. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM Energy.

Customer Service, Dispute Resolution:If you have a question about your XOOM Energy charges or service you may contact XOOM Energy 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 Pennsylvania, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your NGDC bill, please contact your NGDC directly. XOOM Energy 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 NGDC or with XOOM Energy, you may contact the Pennsylvania Utility Commission for help, toll free, at 1-888-782-3228; or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

Assignment:This Agreement or any XOOM Energy obligations hereunder are assignable by XOOM Energy. XOOM Energy will provide you with notice of any such assignment in accordance with the rules of the Pennsylvania Public Utility Commission.

Distribution Service Complaints:For distribution-related service problems you should contact your NGDC. IN THE EVENT OF A GAS-RELATED EMERGENCY, SUCH AS A GAS LEAK, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR NGDC or 911.

Contact Information:

Supplier Information: XOOM ENERGY PENNSYLVANIA, LLC

Address: 11208 Statesville Road, Suite 200, Huntersville, NC 28078

Phone Number: 1-888-997-8979

Internet Address: customercare@xoomenergy.com

Natural Gas Distribution Company: National Fuel Gas Company - PA

Address: 6363 Main Street, Williamsville, NY 14221

Phone Number: 800.444.3130

Internet Address: http://www.nationalfuelgas.com/

Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM Energy to

act on your behalf under your NGDC's tariffs in accordance with the rules and regulations of the Pennsylvania Utility Commission. You acknowledge that you are the NGDC account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for gas services and that you are at least eighteen (18) years of age. You agree to authorize your NGDC to release all information relating to your historical and current gas usage, billing and payment history to XOOM Energy or its authorized representatives. You further acknowledge that XOOM Energy has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. Neither your customer account number nor any other financial information will be released by XOOM Energy, except as required by law, without your consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM Energy.

Miscellaneous:You will promptly notify XOOM Energy if there is any substantial change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurement determined by your NGDC. 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 NGDC switches your natural gas supply to XOOM Energy. XOOM Energy is not responsible for any such delay.

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 ENERGY 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/Uncontrollable Circumstances:XOOM Energy will not be responsible for supplying gas 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 Energy 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 Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement.

Entire Agreement:This Agreement constitutes the entire agreement and understanding between you and XOOM Energy with respect to its subject matter and superseding all prior written and oral agreements and representations made with respect to such subject matter.