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

Telephone 1-888-997-8979
Fax 1-866-478-2830

ELECTRICITY SALES AGREEMENT

Residential Service - New York

RESIDENTIAL DISCLOSURE STATEMENT

XOOM SimpleFlex 36 Variable Price Product	Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.
Length of the Agreement and End Date	36 months from enrollment effective date
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 your enrollment authorization and 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.
Amount of Cost Recovery Fee and Method of Calculation	No cost recovery fee for variable service
Amount of Late Payment Fee and Method of Calculation	1.5% on overdue balances
Provisions for Renewal of the Agreement	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	There are no guaranteed savings in this Agreement at this time.

AGREEMENT TO SELL AND PURCHASE ENERGY: This is an agreement between XOOM Energy New York, LLC ("XOOM Energy") and you the Customer ("you") under which you shall initiate electricity service and begin enrollment with XOOM Energy (the "Agreement"). Subject to the terms and conditions of this Agreement, XOOM Energy agrees to sell and deliver, and you agree to purchase and accept the quantity of electricity, as estimated by XOOM Energy, necessary to meet your requirements based upon consumption data obtained by XOOM Energy or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting your consumption

obtained by XOOM Energy or the LDU's delivery schedule.

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 thirty-six (36) 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 electricity sold under this Agreement shall include and be subject to all applicable taxes. XOOM Energy will invoice you monthly for electricity delivered under this Agreement, as measured by the LDU, 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 Energy may terminate this Agreement upon fifteen (15) days written notice to you. You agree and understand that the price can fluctuate from month-to-month and could be higher or lower than your Local Utility's standard offer rate in any given month, and XOOM cannot guarantee savings over your Local Utility's rates for any given month or for the entire term of this Agreement.

BILLING: You will receive a single bill for both commodity and delivery costs from the LDU. Failure to make full payment of XOOM Energy charges due on any consolidated bill prepared by the LDU for XOOM Energy will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service. Your 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.

ASSIGNMENT: You may not assign its interests in and delegate its obligations under this Agreement without the express written consent of XOOM Energy. XOOM Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the DPS.

INFORMATION RELEASE AUTHORIZATION: **You authorize XOOM Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether you have 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 Energy 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. Your acceptance of this Agreement shall constitute authorization for the release of this information to XOOM Energy. This authorization will remain in effect during the Initial Term and any Renewal Term. You may rescind this authorization at any time by providing written notice thereof to XOOM Energy or by calling XOOM Energy at 1-888-997-8979. XOOM Energy reserves the right to cancel this Agreement in the event you rescind the authorization.**

CONSUMER PROTECTION: The services provided by XOOM Energy to you are governed by the terms and conditions of this Agreement. XOOM Energy will provide at least fifteen (15) days' notice prior to the cancellation of service to you. You may obtain additional information by contacting XOOM Energy 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 may rescind this Agreement within three (3) business days after the signing or receipt of this Agreement, whichever comes first up to one day prior to the effective date of your enrollment, by contacting XOOM Energy at 1-888-997-8979 or by email at customercare@xoomenergy.com. You are liable for all XOOM Energy charges until you return to the LDU or go to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

AGENCY: You hereby appoint XOOM Energy as agent for the purposes of (i) acquiring the supplies necessary to meet your electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity to your premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

TITLE: All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO XOOM Energy load bus (located outside of the municipality where you reside), and shall constitute the point at which title transfers and the sale occurs. XOOM Energy will indemnify and hold harmless you from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

WARRANTY: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between you and XOOM Energy. XOOM Energy 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: XOOM Energy will make commercially reasonable efforts to provide electricity hereunder, but XOOM Energy does not guarantee a continuous supply of electricity to you. Certain causes and events out of the control of XOOM Energy ("Force Majeure Events") may result in interruptions in service. XOOM Energy will not be liable for any such interruptions caused by a Force Majeure Event, and XOOM Energy is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond XOOM Energy's control.

LIABILITY: The remedy in any claim or suit by you against XOOM Energy will be solely limited to direct actual damages. By entering into this Agreement, You waive any right to any other remedy in law or equity. In no event will either XOOM Energy 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.

CONTACT INFORMATION: You may contact XOOM's Service Contact Center at customercare@xoomenergy.com during

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.

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.

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.

TAXES AND LAWS: Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on XOOM Energy's net income, shall be paid by You, and You agree to indemnify XOOM Energy and hold XOOM Energy harmless from and against any and all such taxes. 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.

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.

REGULATORY CHANGES: If at some future date there is a change in any laws, rules, or regulations of any governmental authority, any other acts of any governmental authority, or change in pricing structure whereby XOOM Energy is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion XOOM Energy shall have the right to cancel this Agreement on fifteen (15) days' notice to you. In the event such change requires XOOM to increase its cost of electricity beyond that sold in the wholesale electricity markets, XOOM will provide you 30 days notice of such change, and you shall have the right to cancel this agreement. In the event you do not notify XOOM of your wish to cancel this agreement, XOOM shall have the right to charge such increased costs to you for the remainder of the term of the agreement, in accordance with the terms herein.

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 electric service provider. 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 CONTACTS: In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Rochester Gas & Electric 1-800-743-1701
National Grid 1-800-892-2345
Central Hudson Gas & Electric 1-800-527-2714
Orange & Rockland 1-877-434-4100
Consolidated Edison 1-800-752-6633
NYSEG 1-800-572-1131

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