RESCUELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Virginia's RescueLock 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.

Service & Term: XOOM Energy Virginia, LLC ("XOOM" or "Company") is licensed by the Virginia State Corporation Commission ("SCC"), License No. G- 37, to offer and supply natural gas in Virginia and is a qualified natural gas supplier under your local distribution company's ("LDC's or Washington Gas of Virginia's") tariff. In this Agreement, XOOM agrees to act as your exclusive natural gas supplier. XOOM will supply natural gas to your LDC based on how much you consume, and your LDC will deliver the natural gas to you. The SCC does not regulate XOOM's prices for gas.**The initial term of this Agreement will begin with your first meter read after your LDC processes your enrollment and will continue for twelve (12) months**. At the end of the initial term, this Agreement will either renew or terminate in accordance with the automatic renewal or renewal provisions herein. **By entering into this Agreement with XOOM, you are enrolling with XOOM as your natural gas supplier.**

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

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

CUSTOMER'S RIGHT TO CANCEL

You may cancel this Agreement, without penalty, prior to close of business on the tenth (10th) day following the mailing of the enrollment notification sent by your LDC ("Cancellation Period"). To cancel this Agreement, call XOOM at 1-888-997-8979 or send an email to customercare@xoomenergy.com, or you may contact your LDC. This Agreement does not become a legally binding contract until the cancellation period has expired.

Price:XOOM will calculate your monthly natural gas bill by multiplying (i) the price of natural gas per therm by (ii) the amount of natural gas used during the billing cycle. Your price per therm will be a fixed price of $0.5590 per therm. Your price does not include, and you are required to pay, applicable taxes and fees. Your price also does not include your LDC's charges, for which you are responsible. Your LDC's rate for natural gas service likely will change from time to time and, therefore, XOOM cannot guarantee savings over the LDC's sales service rates.

Billing and Payment:You will receive a single bill from your LDC that will contain the LDC's charges and XOOM's charges. Payments will be due and payable to your LDC according to your LDC's billing schedule and policies, which may include fees for late payments. You are responsible for XOOM's charges, your LDC's charges consistent with the LDC's tariffs, all applicable balancing and storage charges, and for all applicable taxes. Should the LDC cease billing you and/or commence billing XOOM for any charges relating to you, XOOM will bill you and you will pay XOOM for all such charges, and you will be liable for all costs, including legal fees, associated with the

collection of outstanding balances.

Your bill will be based on monthly meter readings provided to XOOM by your LDC. If there is an error in your meter reading, XOOM will adjust its bill to you upon your LDC 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 planning to begin any bankruptcy proceedings. Your first bill payment will be due to the LDC on the date specified in the LDC bill. If you do not pay it on time, you could be subject to interest and late charges imposed by the LDC, and your service could be disconnected. In all events, you shall remain obligated to pay for natural gas 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 by XOOM.

Relocation:When moving to an address within your LDC's service territory, XOOM will make reasonable efforts to transfer your service to your new service address, provided that you notify XOOM at least thirty (30) days of your move. If a transfer of service is not successful or you move to a location outside your LDC's 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.

Termination by XOOM:XOOM may cancel this Agreement for any reason by giving thirty (30) days written notice of its intention to terminate, regardless of whether or not the reason for termination is remedied after notice. XOOM may also cancel this Agreement by giving fifteen (15) days written notice for nonpayment.

Termination may take two (2) or more billing cycles by your LDC. While the cancellation is taking place, you are still responsible for paying for the gas you consume, and your obligations under this Agreement will continue until your account is paid in full.

Termination by you:You may cancel this Agreement by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com. If you cancel this Agreement after the Cancellation Period described above but before the end of your term, the effective end date will be on your next applicable meter read date, and you will be charged a cost recovery fee ("Cost Recovery Fee") of $110. 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 the Agreement. If you cancel this Agreement early, you will be responsible for the Cost Recovery Fee 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.

Automatic Renewal:Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice at least (45) days before the end of the 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, unless you cancel the renewal of this Agreement by notifying XOOM no later than 30 days before the end of the term.

Changes to this Agreement:XOOM will notify you at least 30 days in advance of implementing any changes to this Agreement, including any provisions governing price, pricing methodology, or assignment of this Agreement.

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 Virginia, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com. For questions about your LDC's bill or charges, please contact your LDC 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 resolution cannot be reached with your LDC or with XOOM, you may contact the Virginia State Corporation Commission's Division of Energy Regulation for help, toll free, at 1-800-552-7945 or by writing at Tyler Building, 4th Floor, 1300 East Main Street, Richmond, Virginia 23219. Upon request, XOOM will provide you a copy of its dispute resolution procedure.

Assignment:This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent, provided that XOOM notifies you thirty (30) days in advance of assignment. You may not assign or in any way transfer this Agreement.

Service Complaints/Emergency:If you smell gas or have some other emergency situation, call Washington Gas of Virginia Company's 24-hour emergency response number at 844.927.4427. If natural gas lines in your home or property are damaged or leaking, call 911 and then Washington Gas of Virginia Company at 844.927.4427.

Authorization/Representation/Letter of Agency:By entering into this Agreement, you authorize XOOM to act on your behalf under your LDC's tariffs in accordance with the SCC rules and regulations. You acknowledge that you are the LDC's account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for gas service and are at least eighteen (18) years of age. You authorize XOOM or its authorized representatives to obtain from your LDC, and your LDC to release all information relating to your account needed to service you under this Agreement, including, your historical and current natural gas usage, billing and payment history, meter readings, and characteristics of natural gas service. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under 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.

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

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.

Force Majeure/Uncontrollable Circumstances:XOOM 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 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 natural gas changes substantially.

Entire Agreement:This Agreement constitutes the entire Agreement, including the Welcome letter, 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 the subject matter.