



ENERGY SERVICE COMPANY (ESCO) RETAIL ACCESS APPLICATION FORM

1. Business Information

Business Name: **XOOM Energy New York, LLC**

Address: **11208 Statesville Road, Suite 200**

City: **Huntersville** State: **North Carolina** Zip: **28078**

Telephone: **704-274-1450** Fax: **704-274-1430**

If you intend to market your services under a DBA list name(s) here: (Copy of your certificate of assumed name is required)

Do you currently have any energy affiliates (including subsidiaries) located or operating within New York State?

Yes _____ No **X**

If yes, provide the contact information for any entity with an ownership interest of 10 percent or more in the company listed above:

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

During the previous 36 months, have any criminal or regulatory sanctions been imposed for any senior officer of the ESCO applicant, its subsidiaries or its energy affiliates listed above?

Yes _____ No X

If yes, provide the following information:

Name: _____

Title: _____

Name: _____

Title: _____

2. Contact Information

Executive Contact

Name and Title: **Thomas L. Ulry, CEO**

Address: **11208 Statesville Road, Suite 200**

City: **Huntersville** State: **North Carolina** Zip: **28078**

Telephone: **704-274-1450** Fax: **704-274-1430**

Email Address: **tulry@xoomenergy.com**

Regulatory Contact

Name and Title: **Michelle W. Harding, VP, Secretary, and General Counsel**

Address: **11208 Statesville Road, Suite 200**

City: **Huntersville** State: **North Carolina** Zip: **28078**

Telephone: **704-274-1450** Fax: **704-274-1430**

Email Address: **xoom_regulatory@xoomenergy.com**

Marketing Contact

Name and Title: **Jackie Whitman, Vice President of Sales and Marketing**

Address: **11208 Statesville Road, Suite 200**

City: **Huntersville** State: **North Carolina** Zip: **28078**

Telephone: **704-274-1450** Fax: **704-274-1430**

Email Address: **jwhitman@xoomenergy.com**

Power to Choose Website Information

Website Address: **www.xoomenergy.com**

Customer Service Email Address: **customercare@xoomenergy.com**

Toll Free Number: **1-888-997-8979**

Vendor Contact (e.g. EDI Vendor)

Vendor Name: **ESG**

Address: **141 Longwater Dr. #113**

City: **Norwell** State: **Massachusetts** Zip: **02061**

Contact Name: **Bob Porter**

Telephone: **781-347-9000** Fax:

Email Address: bpotter@EnergyServicesGroup.net

3. Additional Requirements

(Required for New ESCO Applications and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Dept of State and a copy of your certificate of assumed name (if applicable);
- Comprehensive copy of your standard sales agreement(s), including presentation of the customer disclosure statement;
- Marketing representative ID badge;
- Marketing standards quality assurance plan;
- Third party verification (TPV) script;
- Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;
- Sample(s) of your billing format(s);
- Procedures you will use to obtain customer's authorization for historic usage and credit information;
- Copies of information and promotional materials used for mass marketing purposes;
- HEFPA documents, if providing energy supply to residential customers;
- Internal procedures for the prevention of slamming or cramming;
- A list of entities, including contractors and sub-contractors, that will market on behalf of your ESCO;
- Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;
- NYS DPS Office of Consumer Services Service Provider Form. • Letter from a utility that you have successfully completed EDI Phase I Testing.

4. Identify the Types and Locations of Markets

For Eligible ESCOs that have completed Phase III Testing, place an “√” in the applicable cells of the table below to 1) designate the individual utility retail access programs in which you participate, and the customer market(s) in each program you serve; 2) indicate the commodities you offer in each service territory, and 3) indicate the billing options you offer in each territory. **If you are a new ESCO applying for eligibility, please leave this section blank. If you are an ESCO that has eligibility but are not serving, leave this section blank.**

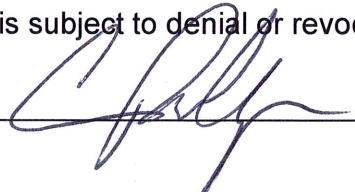
Utility	Customer Markets		Commodity		Billing Options			
	Res	Non Res	Nat Gas	Electric	Utility Rate Ready	Utility Bill Ready	*Single Retailer	Dual Bill
Central Hudson	√	√	√	√	√	n/a	n/a	n/a
Con Edison	√	√	√	√	√	n/a	n/a	n/a
Corning Natural Gas				n/a	n/a	n/a	n/a	n/a
LIPA			n/a		n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)	√	√	√	n/a	n/a	√	n/a	n/a
National Grid (Upstate)	√	√	√	√	√	n/a	n/a	n/a
National Fuel Gas	√	√	√	n/a	√	n/a		
NYSEG	√	√	√	√	n/a	√	n/a	n/a
Orange & Rockland	√	√	√	√	√	n/a	n/a	
Rochester Gas & Electric	√	√	√	√	n/a	√	n/a	n/a
St. Lawrence				n/a	n/a	n/a	n/a	n/a

The designation “N/A” indicates that either a commodity or billing option is not available in a specific service territory.

*Single Retailer is also known as “ESCO Consolidated Billing”

5. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this application, the answers and materials contained in this application package are true and the application package submitted is complete and accurate. An ESCO that knowingly makes false statements in this application package is subject to denial or revocation of eligibility.

Signature:  Print Name: Chris Phillips

Title: COO Date: 5/8/18

Company Name: XOOM Energy New York, LLC

Tamara A. Walker, Notary
Tamara A. Walker
My Commission expires
May 20, 2022

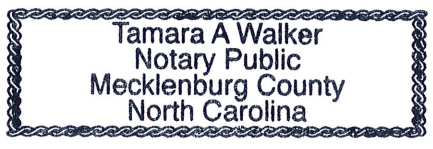


EXHIBIT A

**XOOM Energy New York – NYS Department of State Formation and Registration
Documentation**



Services News Government Local

NYS Department of State Division of Corporations Entity Information

The information contained in this database is current through April 11, 2018.

Selected Entity Name: XOOM ENERGY NEW YORK, LLC

Selected Entity Status Information

Current Entity Name: XOOM ENERGY NEW YORK, LLC

DOS ID #: 4073788

Initial DOS Filing Date: MARCH 28, 2011

County: ALBANY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

XOOM ENERGY NEW YORK, LLC
11208 STATESVILLE ROAD
SUITE 200
HUNTERSVILLE, NORTH CAROLINA, 28078

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

# of Shares	Type of Stock	\$ Value
No Information Available		

Name History

Filing Date	Name Type	Entity Name
MAR 28, 2011	Actual	XOOM ENERGY NEW YORK, LLC

*Stock information is applicable to domestic business corporations.

A **Fictitious** name must be used when the **Actual** name of a

foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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FILING RECEIPT

=====

ENTITY NAME: XOOM ENERGY NEW YORK, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: ALBA

=====

FILED:03/28/2011 DURATION:***** CASH#:110328001013 FILM #:110328000930

FILER:

EXIST DATE

K & L GATES
HEARST TOWER, 47TH FLOOR
214 NORTH TRYON STREET
CHARLOTTE, NC 28202

03/28/2011

ADDRESS FOR PROCESS:

THE LLC
13850 BALLANTYNE CORPORATE
CHARLOTTE, NC 28277

PLACE, SUITE 150

REGISTERED AGENT:



=====

SERVICE COMPANY: CORPORATION SERVICE COMPANY - 45

SERVICE CODE: 45 *

FEEs 260.00

FILING 200.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 50.00

PAYMENTS 260.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 260.00
OPAL 0.00
REFUND 0.00

=====

719200AJC

DOS-1025 (04/2007)

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on March 29, 2011.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

CSC 45
DRAW DOWN

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New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION
OF

Xoom Energy New York, LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: Xoom Energy New York, LLC

SECOND: The county within this state in which the office of the limited liability company is to be located is: ALBANY

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

13850 Ballantyne Corporate Place

Suite 150

Charlotte NC 28277


(signature of organizer)

Michelle W. Harding
(print or type name of organizer)

110328000930

ARTICLES OF ORGANIZATION
OF
XOOM ENERGY NEW YORK, LLC

Section 203 of the Limited Liability Company Law

RECEIVED
2011 MAR 28 PM 1:01

FILED
2011 MAR 28 PM 2:48

Filer:

K & L Gates
Hearst Tower, 47th Floor
214 North Tryon Street
Charlotte, NC 28202

Cust. Ref#719200AJC

DRAWDOWN

CSC 45

1a
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAR 28 2011

TAX S _____
BY: ES

1d3

ES

EXHIBIT B

XOOM Energy New York – Sample Sales Agreements



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 SureLock 24 Fixed Price Product	Your rate for electric power purchases will be a fixed price of \$0.0739 per kWh, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed and billed 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.
Length of the Agreement and End Date	24 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	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 \$150 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electric power to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.
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").

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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 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 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 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 \$150 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electric power to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

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.

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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, acts of any governmental authority, 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.

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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 law, rule, regulation or 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

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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.



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 customer care@xoomenergy.com .
Amount of Cost Recovery Fee and Method of Calculation	You understand and agree that in order for XOOM to offer and fulfill its fixed term 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 \$0 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electric power to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.
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

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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. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee (“Cost Recovery Fee”) of \$0 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electric power to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

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

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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, acts of any governmental authority, 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

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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 customer care@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 customer care@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 law, rule, regulation or 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.

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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.



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

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

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 \$0.6290 per therm, 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.
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 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. 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. 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.

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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 trueed-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,

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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 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: 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.



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

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

NATURAL GAS 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 therm, 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.
Agreement Term	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 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 term 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 \$0, 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. 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 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 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 \$0, 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. 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

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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

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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 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

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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.



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
Commercial Service - New York

COMMERCIAL DISCLOSURE STATEMENT

XOOM BizRescueLock 24 Fixed Price Product	Your rate for electric power purchases will be a Fixed Price of \$0.0629 per kWh, 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, including transportation charges.
Length of the Agreement and End Date	24 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	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") which will be equal to or the greater of \$1,000, or the amount of electricity you failed to consume during the remainder of your Term, calculated on the basis of your previous consumption, multiplied by the excess, if any, between your Fixed Price and the price XOOM can sell such electricity for at the time of termination. The Cost Recovery Fee 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, including losses and reasonable costs incurred by XOOM for the balance of the Term as a result of maintaining, terminating, obtaining or re-establishing any hedge or related physical or financial positions applicable to this Agreement.
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 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 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 understand and agree that in order for XOOM Energy 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”) which will be equal to or the greater of \$1,000, or the amount of electricity you failed to consume during the remainder of your Term, calculated on the basis of your previous consumption, multiplied by the excess, if any, between your Fixed Price and the price XOOM can sell such electricity for at the time of termination. The Cost Recovery Fee 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, including losses and reasonable costs incurred by XOOM Energy for the balance of the Term as a result of maintaining, terminating, obtaining or re-establishing any hedge or related physical or financial positions applicable to 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. 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 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 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 applicable attachments, constitutes 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 Energy 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

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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, acts of any governmental authority, 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 1-888-997-8979 during hour 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 law, rule, regulation or pricing structure whereby

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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.



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
Commercial Service - New York

COMMERCIAL DISCLOSURE STATEMENT

XOOM BizChoice 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	You understand and agree that in order for XOOM to offer and fulfill its fixed term 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 \$0 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electric power to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.
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

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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 your notice regarding the change of your provider to XOOM is deemed effective by the LDU, and shall continue on a month-to-month basis. You may provide written notice of termination or call XOOM at 1-888-997-8979 or call your delivery company to terminate the Agreement. XOOM 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. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee (“Cost Recovery Fee”) of \$0 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electric power to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.

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. 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 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 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.

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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 applicable attachments, constitutes 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 Energy 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, acts of any governmental authority, 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.

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CONTACT INFORMATION: You may contact XOOM's Service Contact Center at 1-888-997-8979 during hour 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 law, rule, regulation or 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

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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.



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

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

NATURAL GAS SALES AGREEMENT
Commercial Service - New York

COMMERCIAL DISCLOSURE STATEMENT

XOOM BizLock 24 Fixed Price Product	Your rate for natural gas purchases will be a fixed price of \$0.5990 per therm, 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.
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 early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") which will be equal to or the greater of \$1,000, or the amount of natural gas you failed to consume during the remainder of your Term, calculated on the basis of your previous consumption, multiplied by the excess, if any, between your Fixed Price and the price XOOM can sell such natural gas for at the time of termination. The Cost Recovery Fee 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, including losses and reasonable costs incurred by XOOM for the balance of the Term as a result of maintaining, terminating, obtaining or re-establishing any hedge or related physical or financial positions applicable to this Agreement.
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") which will be equal to or the greater of \$1,000, or the amount of natural gas you failed to consume during the remainder of your Term, calculated on the basis of your previous consumption, multiplied by the excess, if any, between your Fixed Price and the price XOOM can sell such natural gas for at the time of termination. The Cost Recovery Fee 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, including losses and reasonable costs incurred by XOOM for the balance of the Term as a result of maintaining, terminating, obtaining or re-establishing any hedge or related physical or financial positions applicable to this Agreement.

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

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"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 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: 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.



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

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

NATURAL GAS SALES AGREEMENT
Commercial Service - New York

COMMERCIAL DISCLOSURE STATEMENT

XOOM BizChoice 36 Variable Price Product	Your rate for energy purchases will be a variable rate, per therm, 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.
Agreement Term	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 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 term 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 \$0, 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. 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 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 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 \$0, 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. 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

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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

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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 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: 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.

EXHIBIT C

XOOM Energy New York – Sample Marketing Representative ID Badge



An authorized ESCO Of The Retail Choice
Program



John

Energy Consultant

Business ID: 888888

This card certifies that the holder is an authorized Energy Consultant
representing XOOM Energy

XOOM Energy New York, LLC

11208 Statesville Road, Ste 200

Huntersville, NC 28078

(888) 997-8979

If found, please return to above address

NOT WITH LOCAL UTILITY

EXHIBIT D

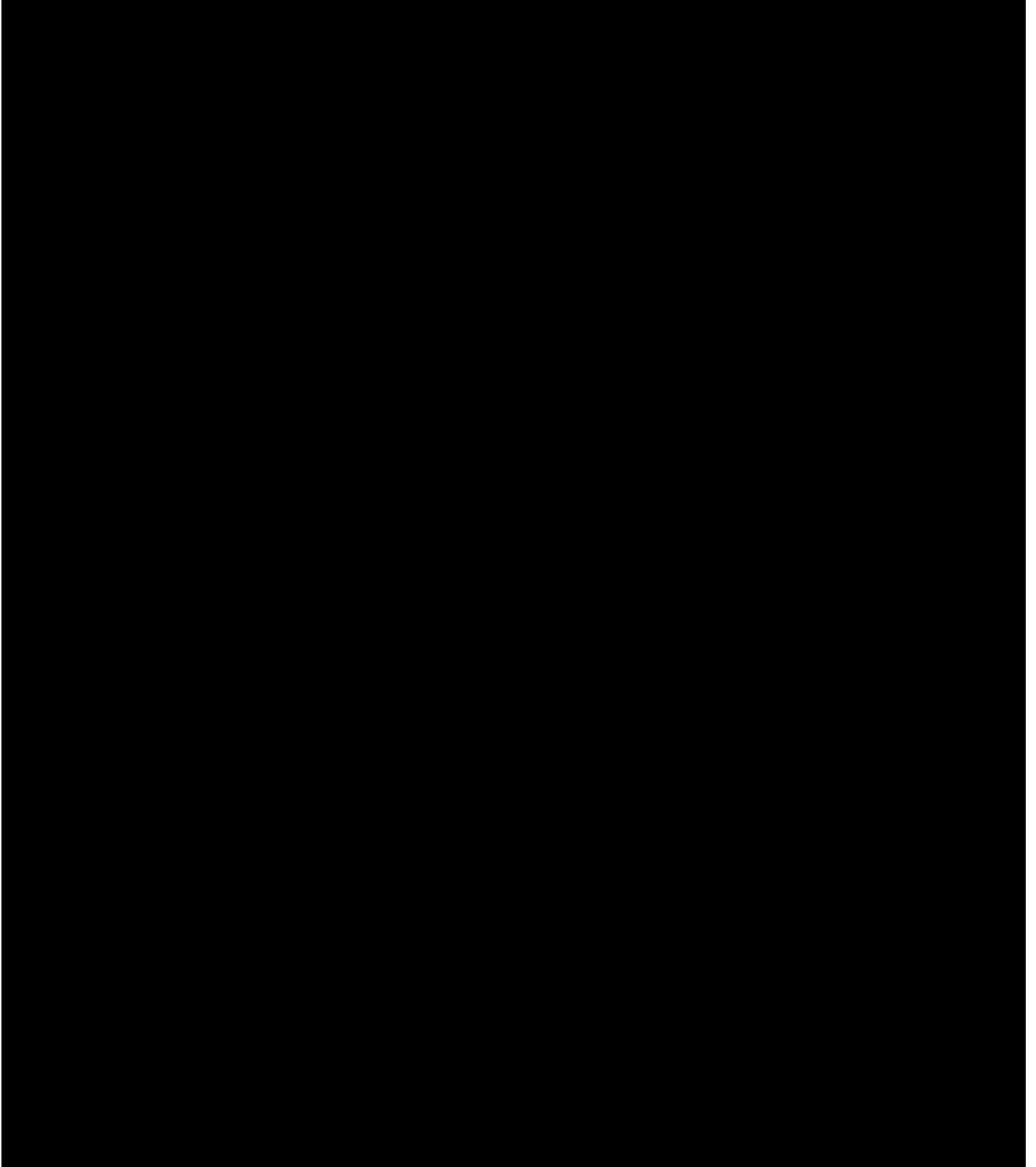
XOOM Energy New York – Sample Marketing Standards Quality Assurance Plan

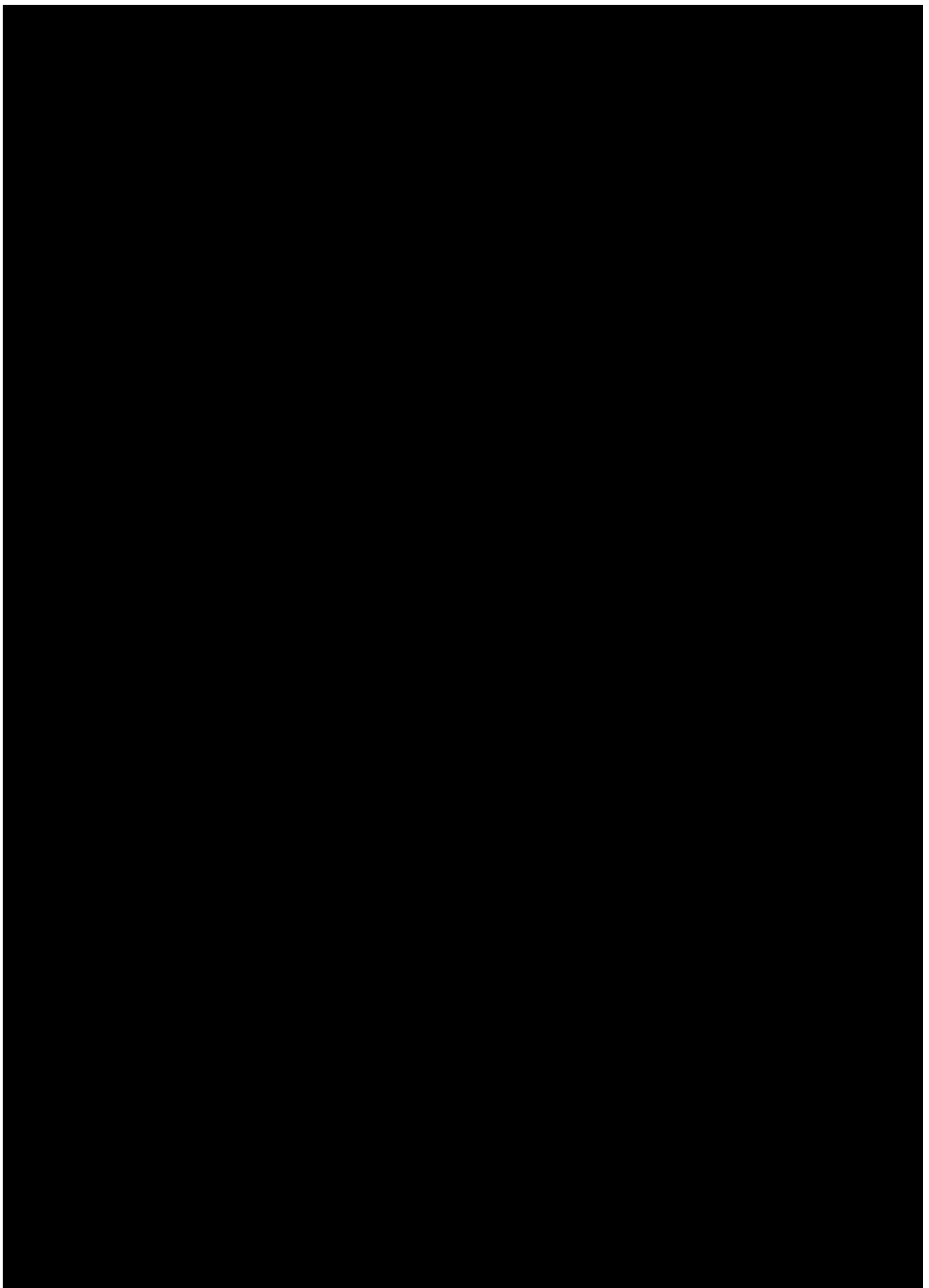
XOOM ENERGY NEW YORK, LLC

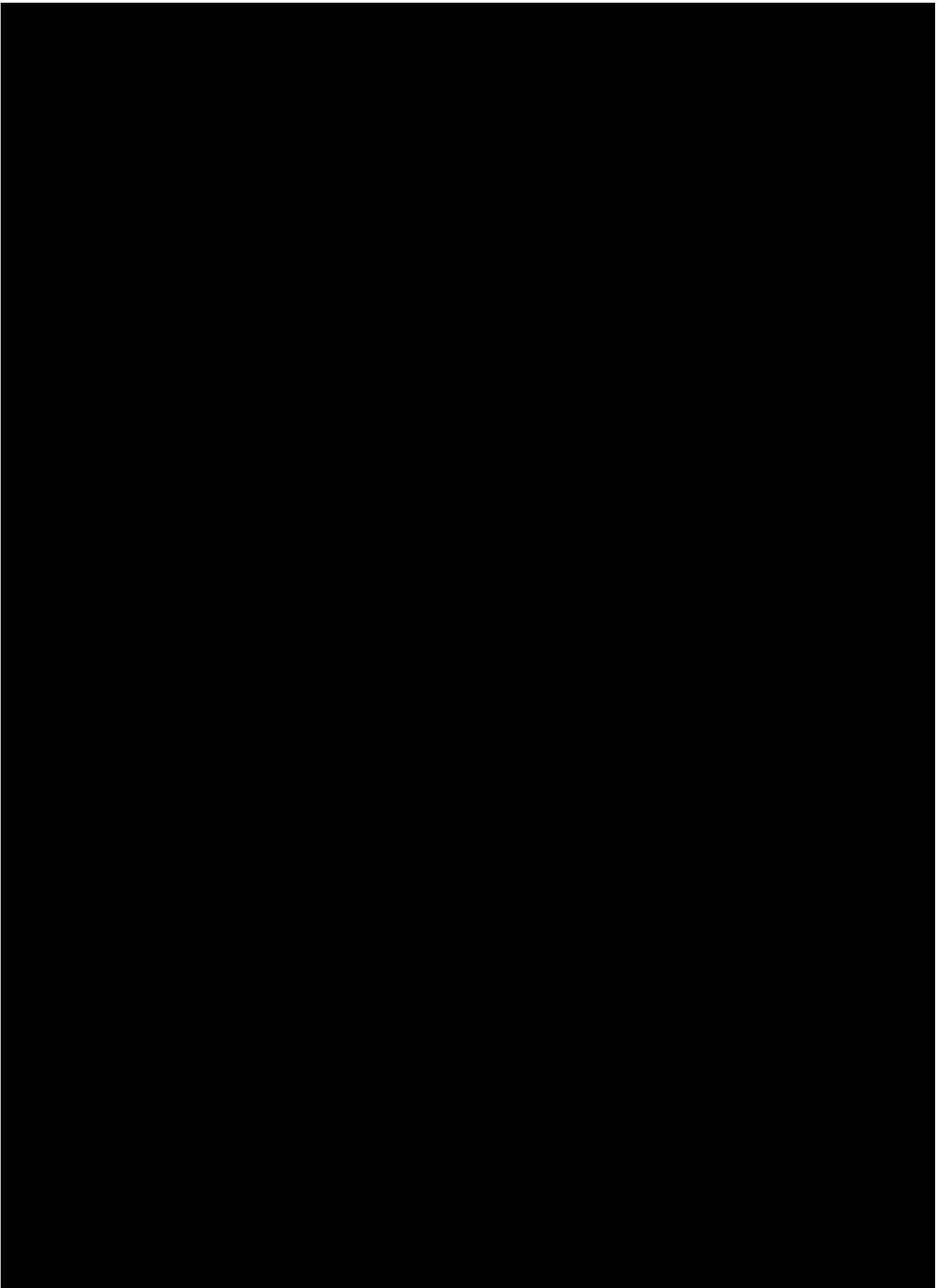
Marketing Training
and
Quality Assurance Program

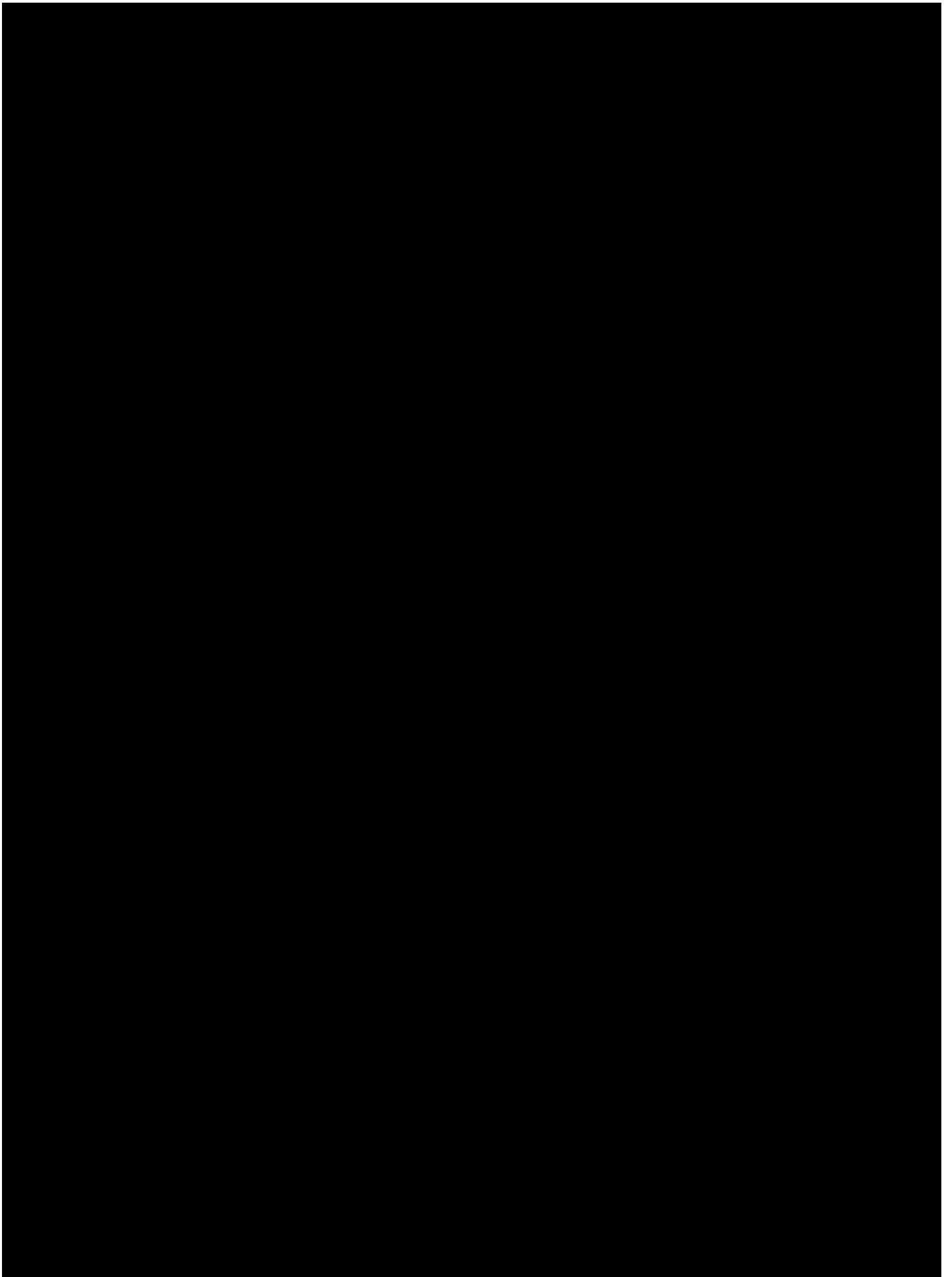
Dated: May 2018

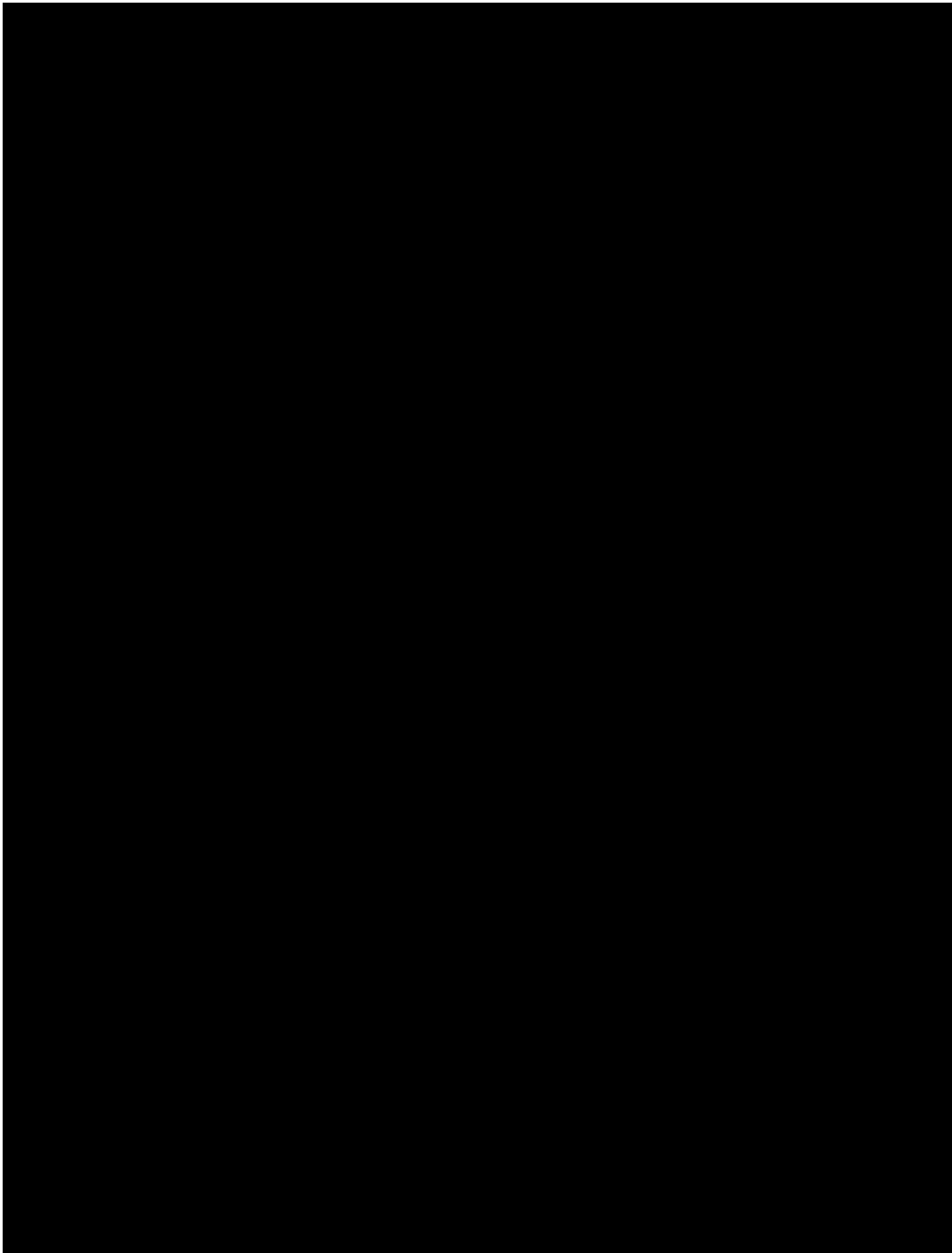
XOOM ENERGY NEW YORK, LLC (“XOOM Energy”)
Marketing Training and
Quality Assurance Program

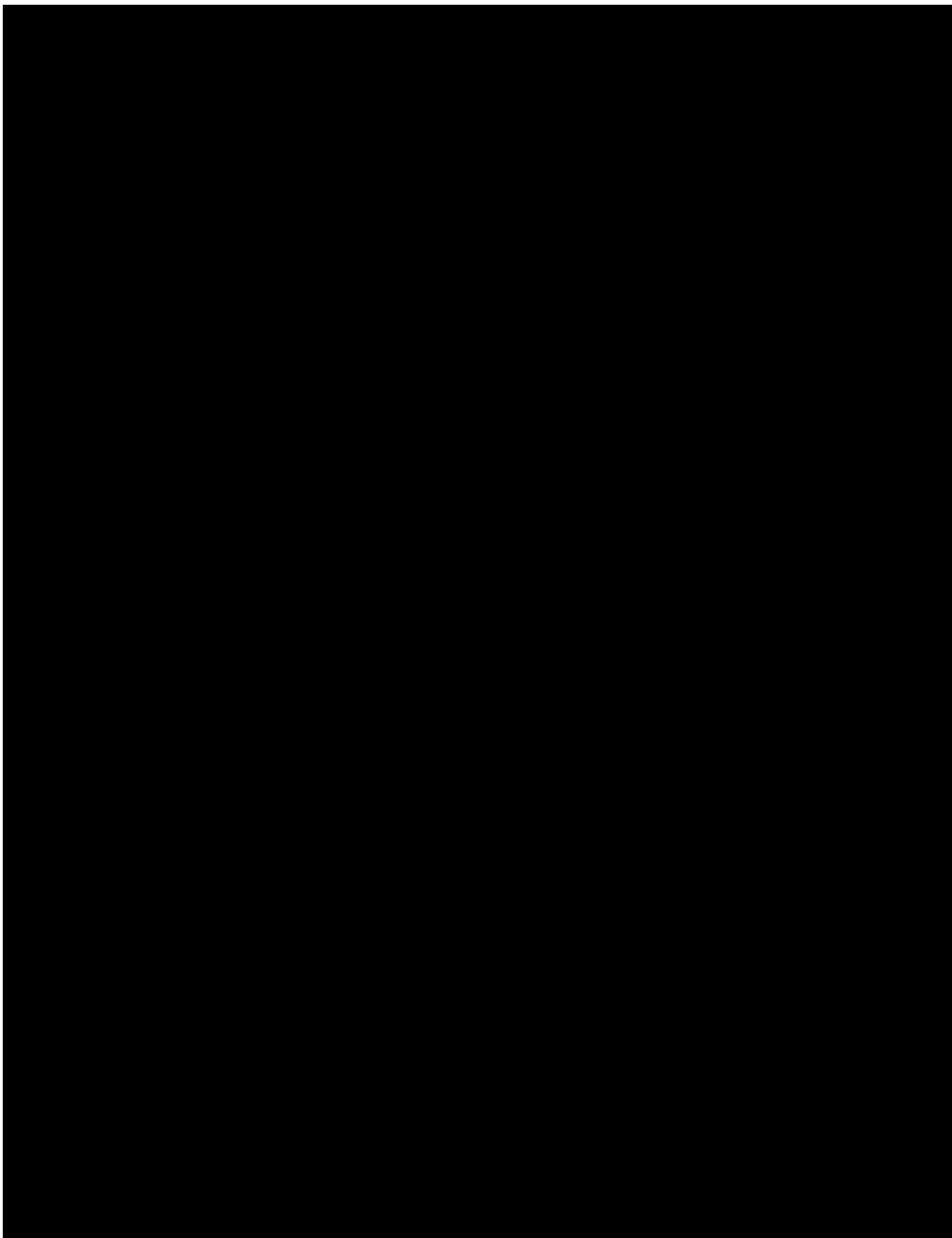


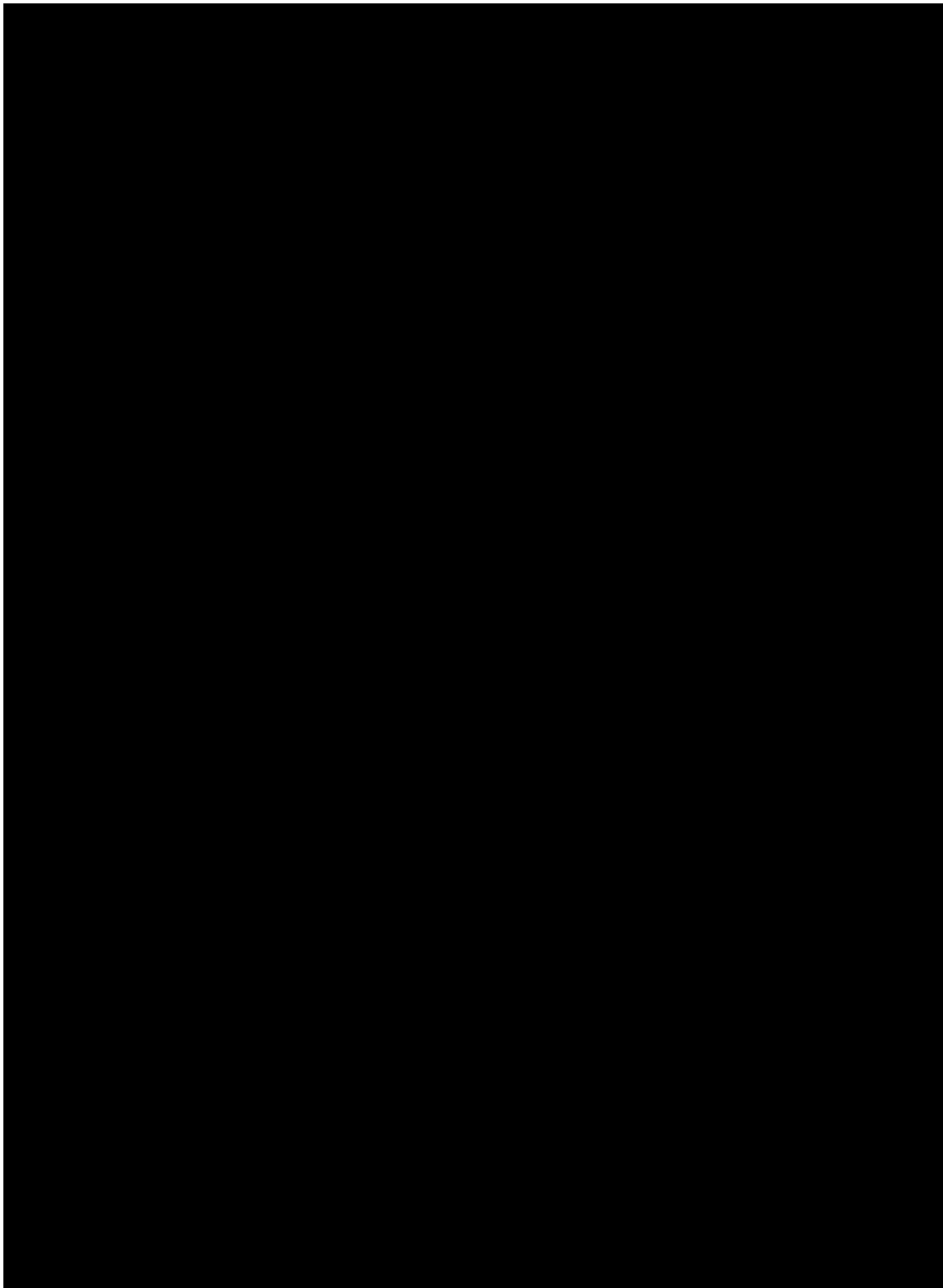








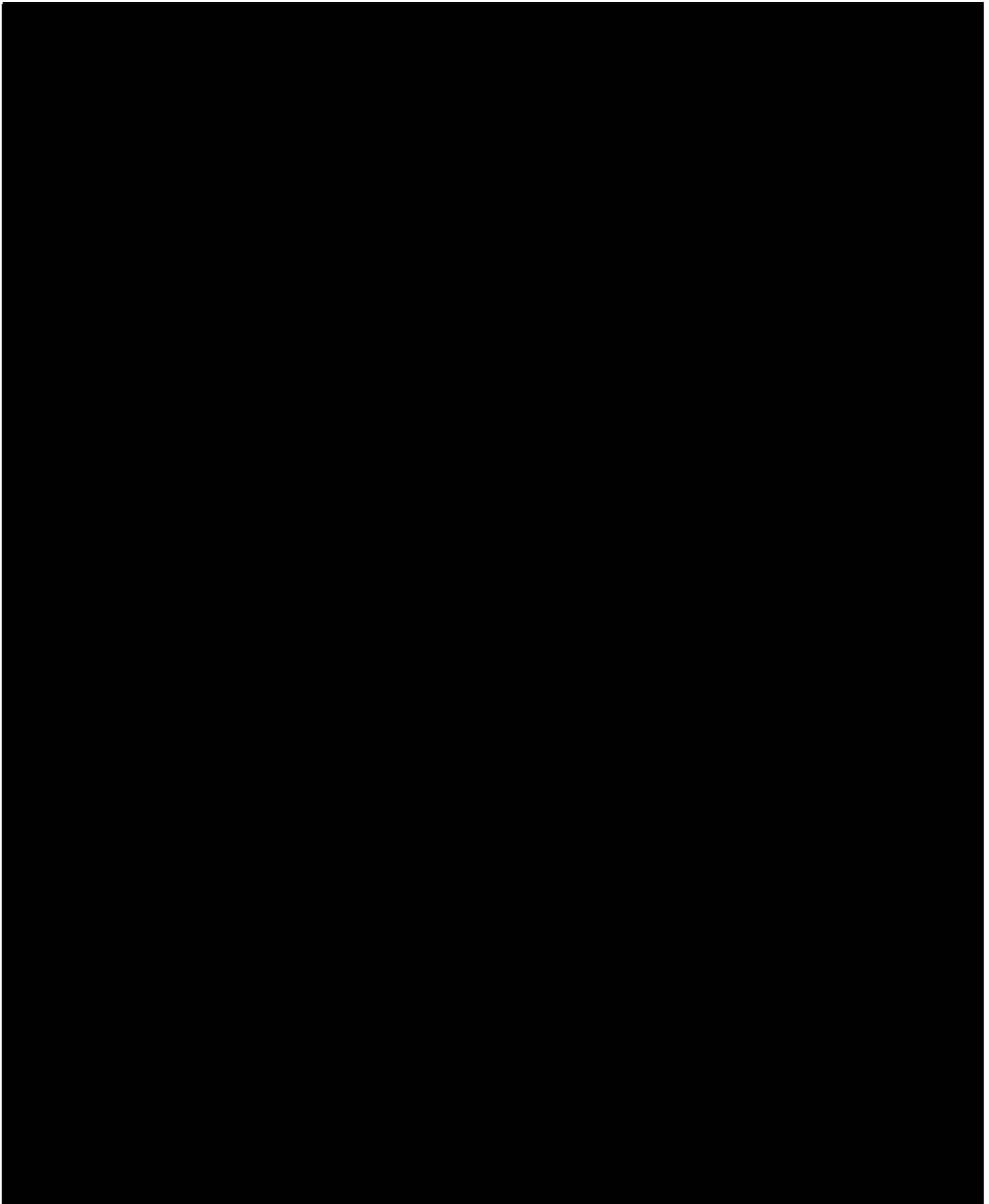




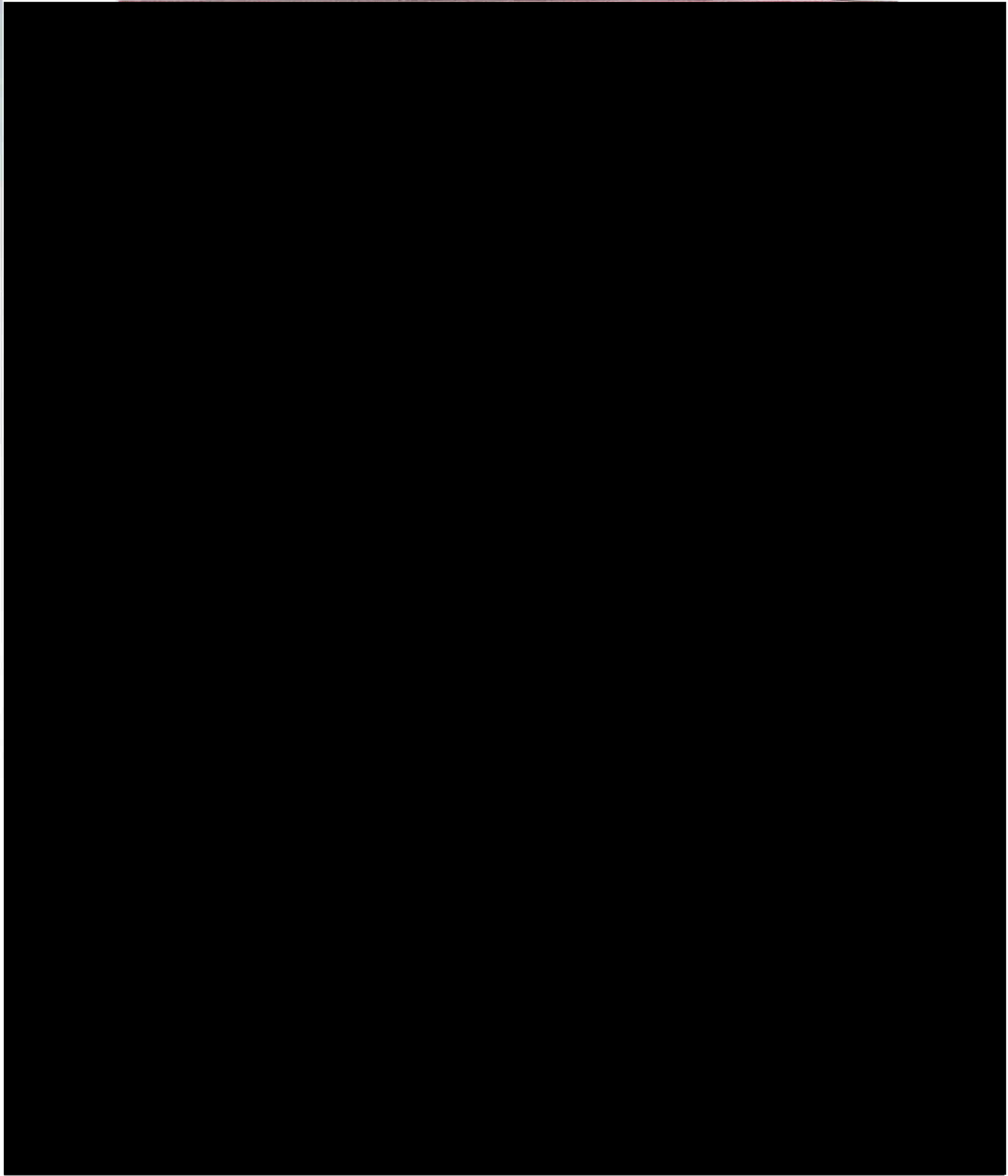
Attachment 1

XOOM Energy New York – Customer Care Complaint Policies and Procedures

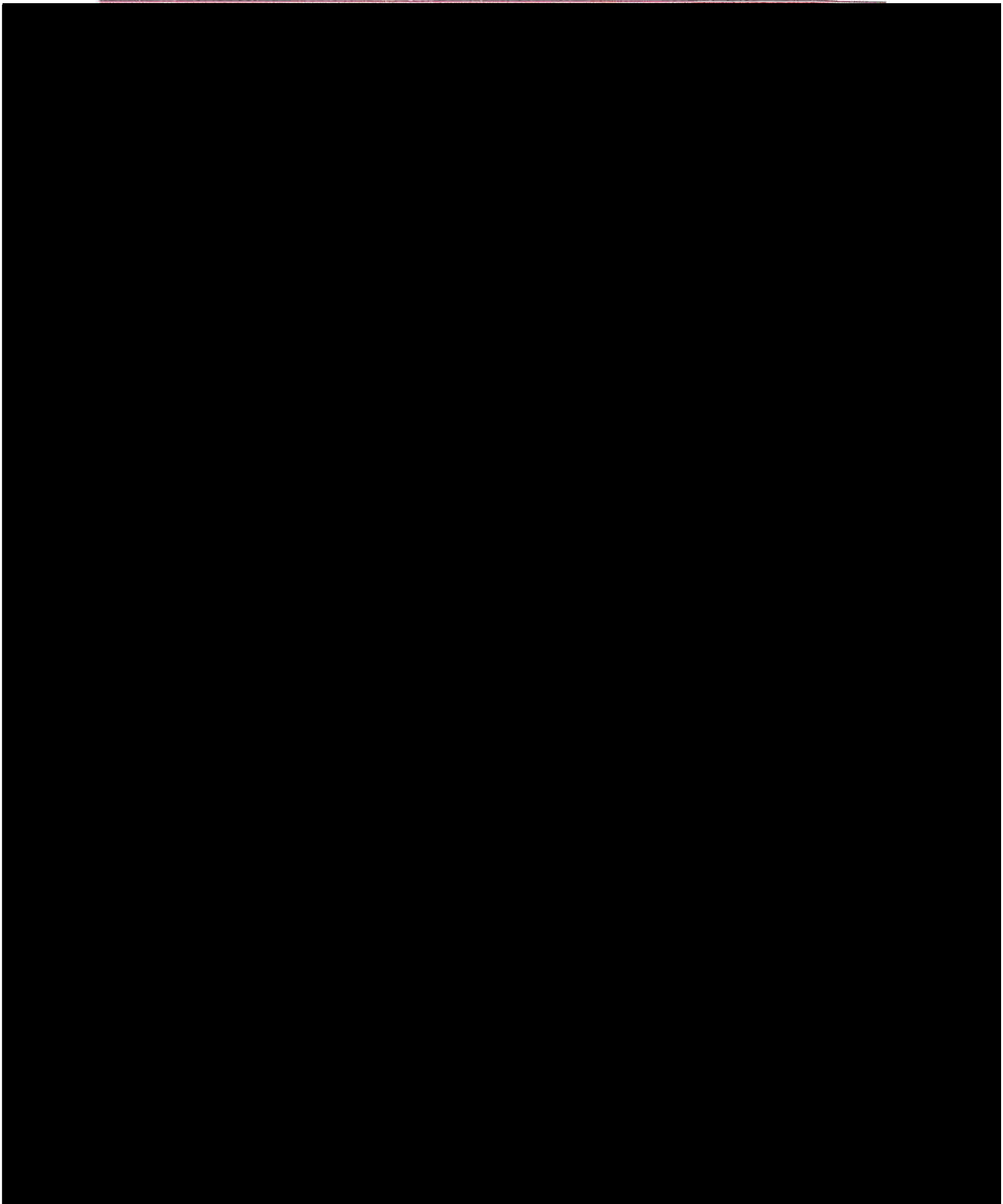
XOOM Energy Customer Care Complaint Polices & Procedures



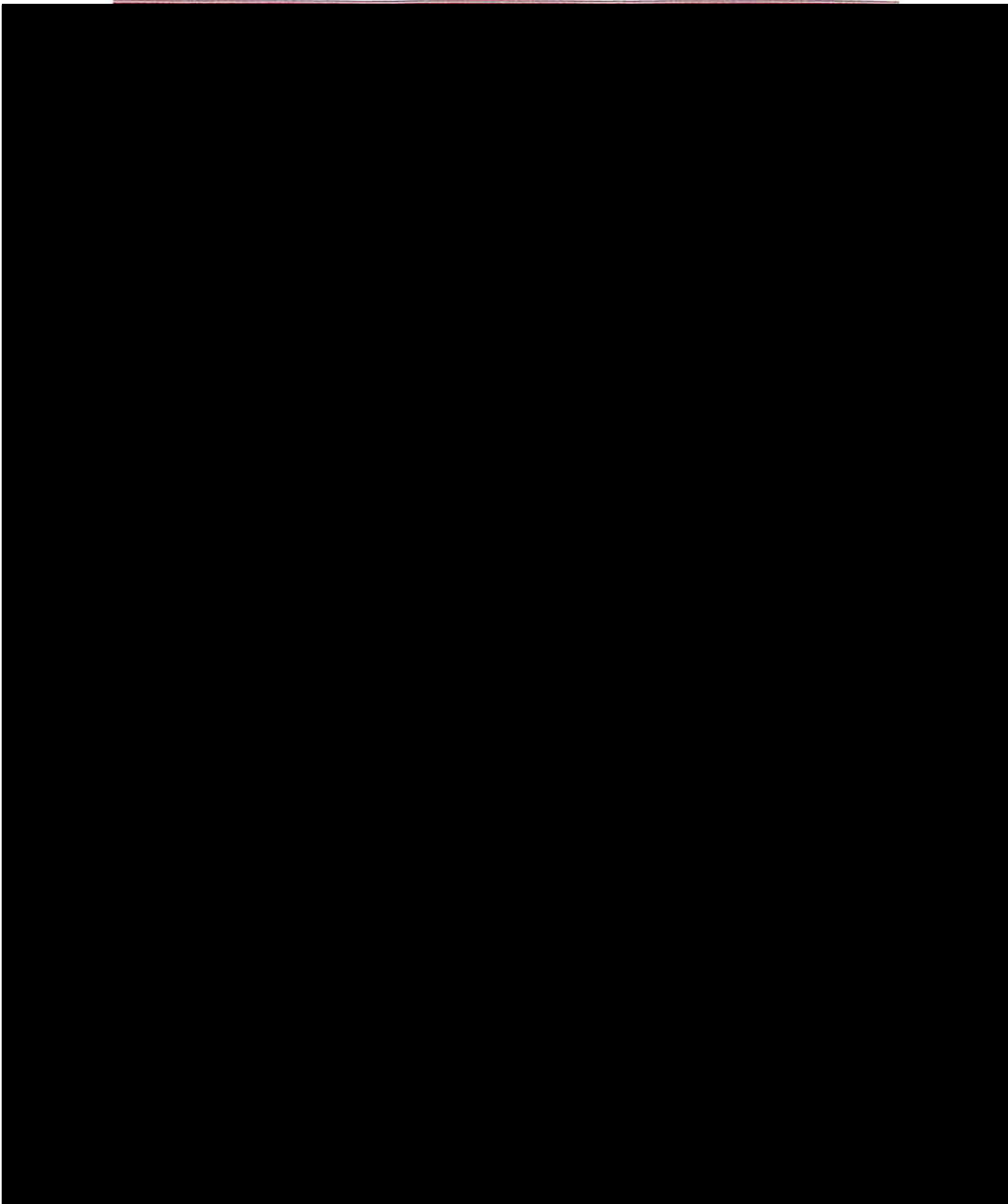
XOOM Energy Customer Care Complaint Polices & Procedures



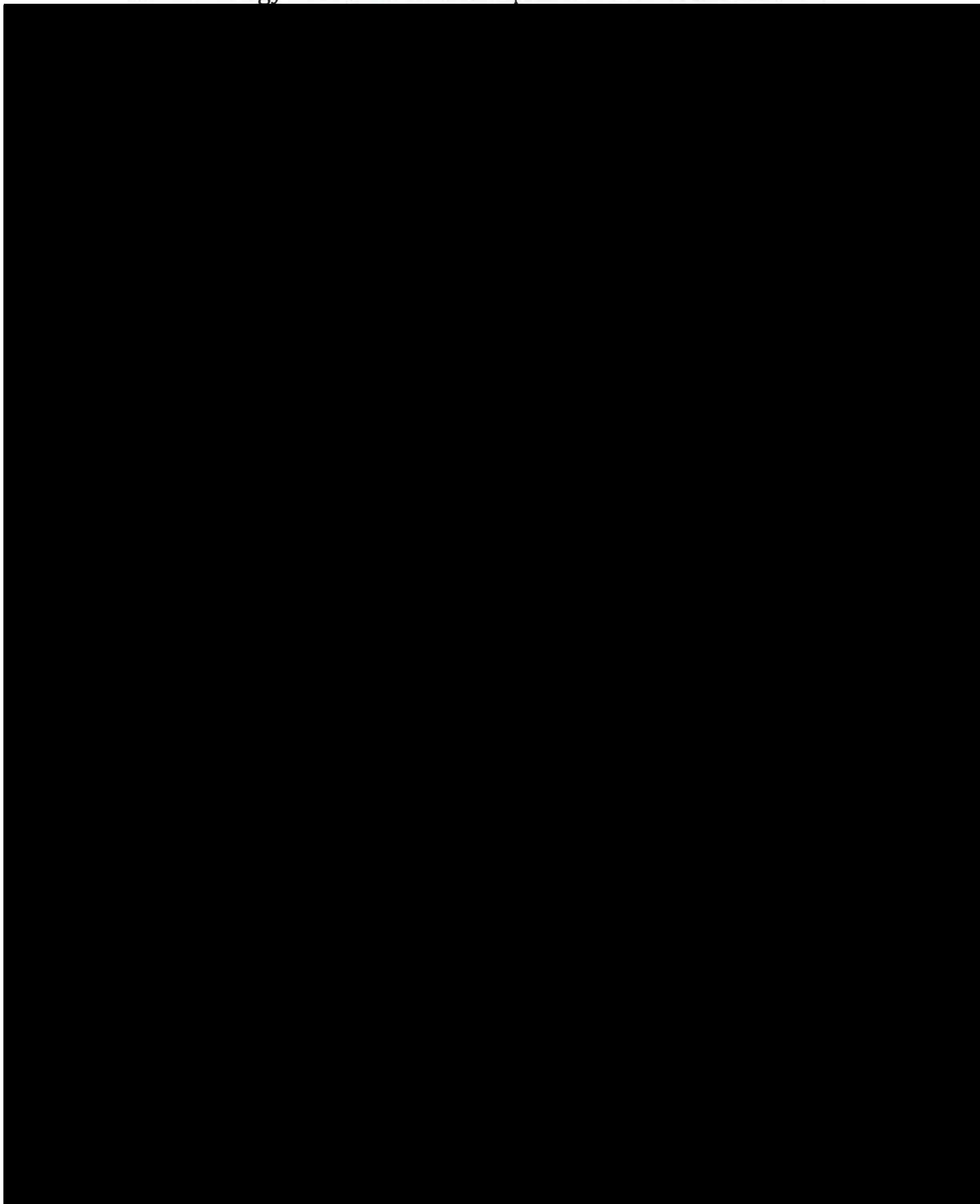
XOOM Energy Customer Care Complaint Polices & Procedures



XOOM Energy Customer Care Complaint Polices & Procedures



XOOM Energy Customer Care Complaint Polices & Procedures



XOOM Energy Customer Care Complaint Polices & Procedures

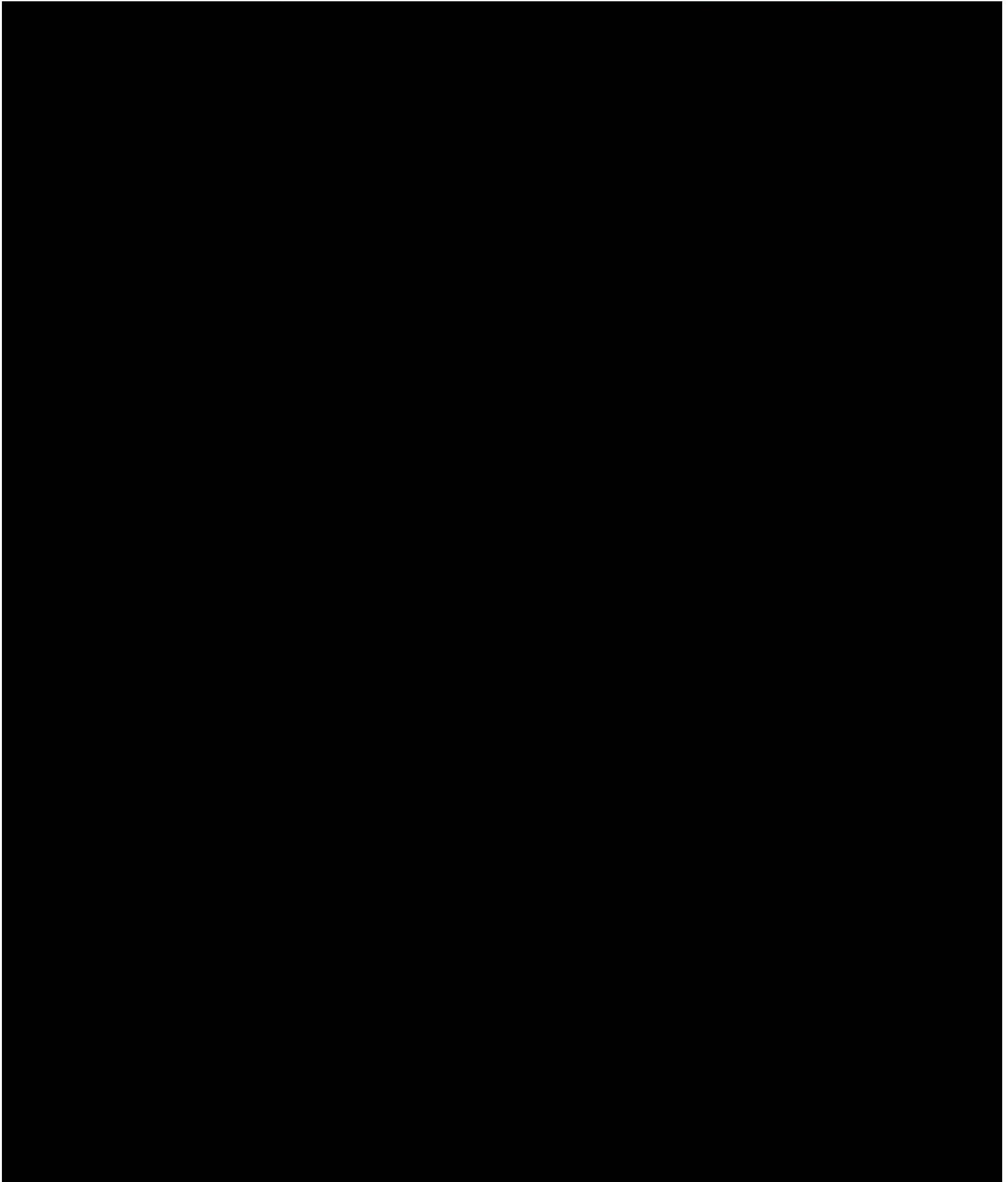


EXHIBIT E

XOOM Energy New York – Third Party Verification (TPV) Script

Last Update: 2/28/2018

XOOM Energy TPV Script

Market: New York TM

English [listed]

Need SPANISH version

E: This is Trusted TPV and we will be confirming your enrollment with XOOM Energy New York, LLC. Do you understand this conversation is being recorded and that clear, oral acceptance of XOOM Energy's offer is an agreement to initiate service and begin enrollment? *(Must capture a yes or no)*

E: Do you participate in your utility's low-income assistance program? *(Must capture a yes or no)* **(A "yes" will cancel the sale)**

E: Today's date and time are **[state current date and time]** Eastern Standard Time. Do you agree? *(Must capture a yes or no)*

E: Do you understand the marketing representative represents XOOM Energy, a licensed independent supplier and is not representing or acting on behalf of the distribution utility, governmental body, or consumer group? *(Must capture a yes or no)*

E. Please state your first and last name **[confirm customer name]**

E: Press:

- 1 to receive information by email
- 2 to receive information by USPS mail

By providing your email address, you agree to receive all information from XOOM Energy via email. Please spell out your e-mail address

**** Commercial ONLY ****

E: What is the business name?

**** COMMERCIAL ONLY ****

E: What is your job title at the business?

E: Are you the primary account holder, or do you have the authority to make changes to this account? *(Must capture a yes or no)*

E: Is **[service location address]** your correct Service Location address?

E: Please state the billing address for your account or state "same as service address."

IF ELECTRIC

E: I have your electric account number as **[electric account number]**, is this correct? *(Must capture a yes or no)*

IF NATURAL GAS

E: I have your natural gas account number as **[natural gas account number]**, is this correct? *(Must capture a yes or no)*

Repeat this section if there is more than one account

IF FIXED AND ELECTRIC

E: The plan selected is an electric fixed rate for a term of **[term]**. The price of electricity supplied by XOOM Energy under this contract is **[rate]** **[units]**, which represents the supply portion of your bill. It does not include utility delivery charges, applicable taxes, or the monthly administrative fee of **[\$]**. Thus the charge is not the total monthly amount for electric service. The term of this Agreement will begin on the meter read date set by your local utility immediately following your successful enrollment with XOOM Energy. This can occur up to 45 days after you enroll with XOOM Energy. The cost recovery fee for early termination of this agreement is **[\$[ETF]**. *(Must capture a yes or no)*

IF FIXED AND GAS

E: The plan selected is a gas fixed rate for a term of **[term]**. The price of gas under this contract is **[rate]** per therm, which is reflected in the supply portion of your bill. It does not include utility delivery charges, applicable taxes, or the monthly administrative fee of **[\$]**. The cost recovery fee for early termination of this agreement is **[\$[ETF]**. Do you agree? *(Must capture a yes or no)*

IF VARIABLE

E: Do you understand with a variable rate plan, your **[commodity]** rate will vary month-to-month, be adjusted accordingly with market prices, and has a monthly administrative fee of **[\$]**? *(Must capture a yes or no)*

E: Do you understand that there is no early termination fee for a variable rate product? *(Must capture a yes or no)*

E: Do you understand there is no guarantee of savings versus the utility price, agree to the terms and conditions reviewed by the XOOM Energy representative today, **[Today's Date]**, and authorize XOOM Energy to become your supplier on the next available meter read date? *(Must capture a yes or no)*

E: Did the ESCO marketing representative tell you how to find the ESCO Consumer Bill of Rights online, or offer to mail you a copy? *(Must capture a yes or no)*

E: The energy supply will be provided by the ESCO, and the energy delivery shall continue to be supplied by your utility, who will also be available to respond to leaks or other emergencies should they occur. Do you authorize release of the following information from your distribution utility: account number, historical and future meter read data, rate class, address, phone number, and any budget billing information, if applicable? *(Must capture a yes or no)*

E: Do you understand that you can rescind this authorization of the release of information from your distribution utility by calling **[1-888-997-8979]**, or by sending an email to **[customer@xoomenergy.com]**? *(Must capture a yes or no)*

E: We will be sending confirmation shortly to either your email address or via USPS mail if no email was provided. This will include a copy of the terms and conditions of the agreement. You may cancel your enrollment with XOOM Energy within 3 business days without penalty by calling 1-888-997-8979, or by email to customercare@xoomenergy.com. If you do not rescind the agreement an enforceable agreement will be created. Do you understand how to rescind your contract and agree to these terms and conditions?

E: The third party verification is now complete. Thank you for choosing XOOM Energy as your alternative energy supplier. Your confirmation number is {Confirmation Number}. Thank you and have a great day.

*Error Message (if customer responds "NO" to a question): I'm sorry, but I am unable to continue with verification at this time. If you have any questions, please contact XOOM Energy Customer Care at 1-888-997-8979. Thank you and goodbye.

EXHIBIT F

XOOM Energy New York

Sample Forms:

Assignment of Sales

Discontinuation of Service

Transfer of 5,000 or More Customers



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

NOTICE OF ASSIGNMENT

Customer Name _____ For Service at: _____
Customer Account Number _____

PLEASE TAKE NOTICE that, on [Effective Date], XOOM Energy New York, LLC, ("XOOM Energy") will assign its Contract with _____ (Customer), dated __ (original date of contract) _____, to [Name of New ESCO], as provided for in that Contract. You have the right to either select a different supplier or return to full service with your utility. If you take no action, your service will be assigned to the supplier identified above on the specified date. There will be no changes in the price, terms or conditions of service as set forth in Your Contract with ESCO as a result of this assignment.



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

Date

Customer Name
Customer Address
Account Number

Re: Discontinuance of Service

Dear (Customer),

This letter is to inform you that effective _____, (30 calendar days notice) XOOM Energy New York, LLC ("XOOM Energy") will discontinue providing retail electricity services in your area. Your Terms of Service Agreement ("Agreement") with XOOM Energy for the purchase of (electricity, gas or both) will be assigned to another Energy Service Company (ESCO). You will receive a separate notification informing you of this assignment and provide instructions on options available if you want to select a different energy provider.

The Customer has the option to select another supplier or receive full utility service from the distribution utility. The customer shall receive full utility service from the distribution utility until the customer selects a new supplier and the change in providers is effective, unless the distribution utility notifies the customer that it will terminate its delivery service on or before the discontinuance date.

If you have any questions about this notification, contact XOOM Energy at 188-997-8979.

Sincerely,

XOOM Energy New York, LLC



11208 Statesville Road
Suite 200
Huntersville, NC 28078
(704) 274-1450 office
(704) 274-1430 fax
www.xoomenergy.com

XOOM ENERGY NEW YORK, LLC

**NOTICE OF TRANSFER OF 5000 OR MORE
CUSTOMERS**

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and XOOM Energy New York, LLC ("XOOM Energy"), all of XOOM Energy's rights, interests and obligations under said Agreement have been assigned and transferred to (name, address, email address, and telephone number of Assignee ESCO) _____. This assignment will be effective as of _____ (15 calendar days notice).

If you have any questions please contact (Assignee ESCO) _____ at _____.

EXHIBIT G

XOOM Energy New York – Sample Billing Format

Bill Date: 01/15/16
 Bill Account Number: XXXXXXXXXXXX
 Invoice Number: XXXXXXXXXXXXXX

GENERAL INFORMATION

For natural gas emergencies, call your local utility

National Grid - Metro NY at (718) 643-4050

Account Number: XXXXXXXX
 Service Address: XXXXXXXXXXXXX
 BROOKLYN NY 11206

Charges for Billing Period: 11/25/15 to 11/30/15

Summary of Meter Usage

Previous meter read	Current meter read	Meter	Total Usage	Usage Type	Beg Read	End Read	Multiplier
11/25/15	11/30/15	004727891	11	Therms			

XOOM Energy Charges **\$6.37**
 Energy Service - 11 Therms Total @ ((57.9 cents/Therms)(1) + 0) \$6.37

Taxes /Assessments **0.29**
 County Sales Tax \$0.29

Total Charges for this billing period **\$6.66**

Account Update – Payment Options



You now have the following options when paying your XOOM Energy bill:

Pay By Mail:

XOOM Energy
Accounts Receivable
P.O. Box 650411
Dallas, TX 75265-0411

Pay By Phone:

888.997.8979 (Toll Free)
Monday – Friday
8am – 9pm (EST)

Pay Online:

Visit us online at myxoomenergy.com
and click “Pay My Bill”.

Auto Pay:

ALL automatic payments must be set up in
our new billing system **with updated
credit card information**. Visit us online at
myxoomenergy.com and click
“Pay My Bill”.

Cuenta Actualizada – Opciones de Pago



Usted tiene ahora las siguientes opciones cuando pague sus facturas con XOOM Energy:

Pague por Correo:

XOOM Energy
Accounts Receivable
P.O. Box 650411
Dallas, TX 75265-0411

Pague por Teléfono:

888.997.8979 (Gratis)
Lunes a Viernes
8am – 9pm (EST)

Pago en Línea:

Visítenos en línea a myxoomenergy.com y
haga clic en “Pago de Mi Factura”.

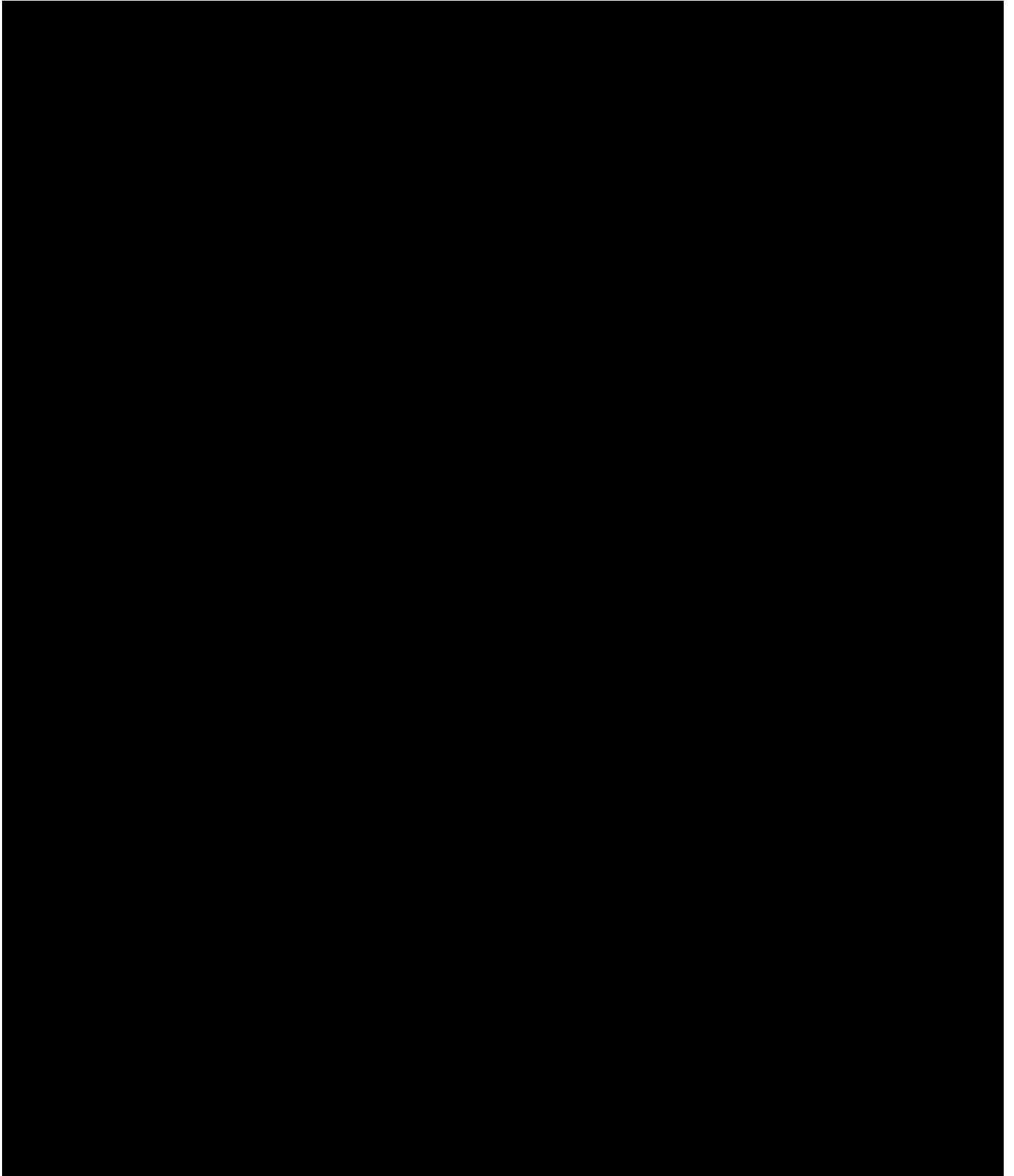
Pago Automático:

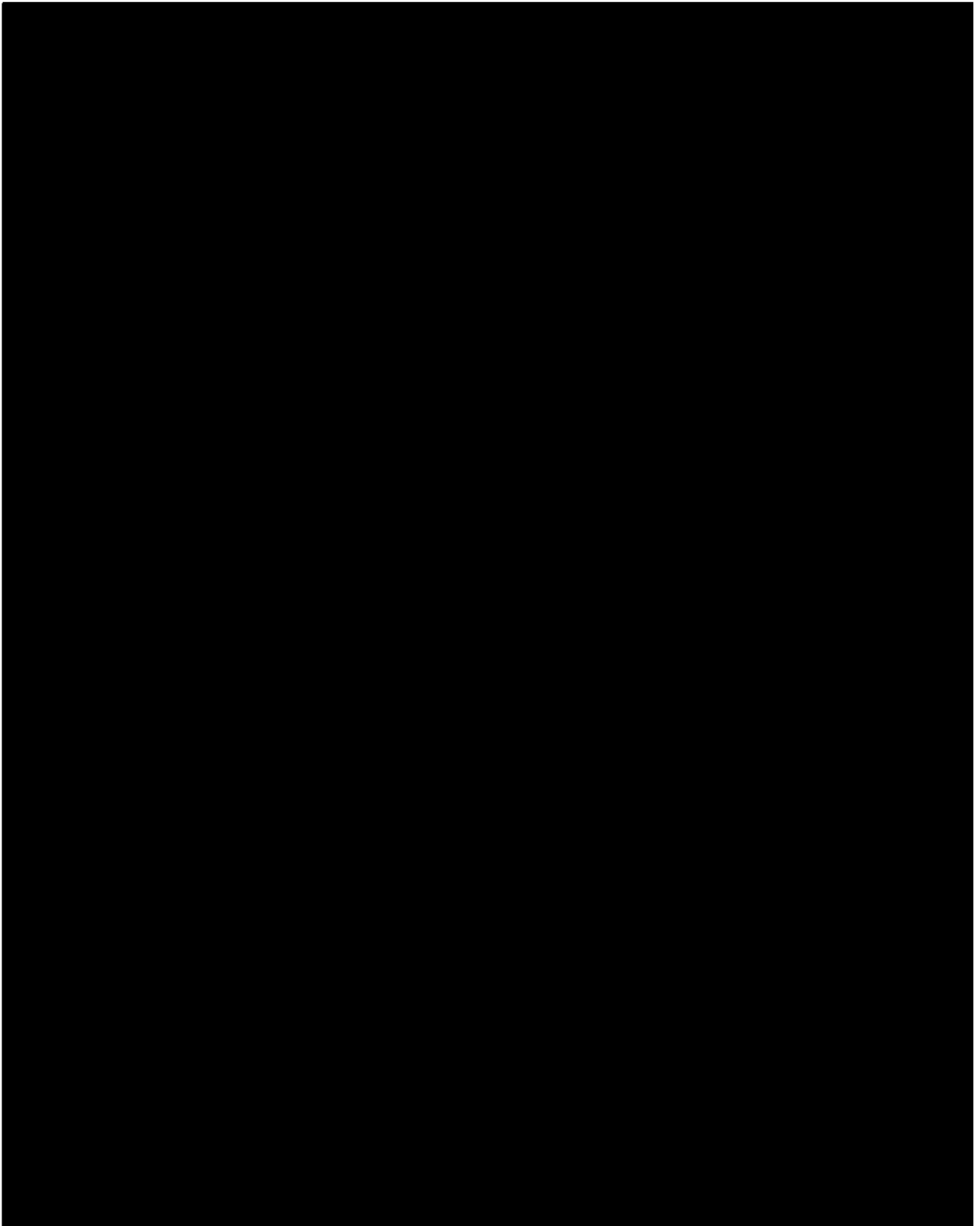
TODOS los pagos automático se deben
configurar en nuestro nuevo sistema de
facturación con la información actualizada de la
tarjeta de crédito. Visítenos en línea a
myxoomenergy.com and clic
“Pago de Mi Factura”.

EXHIBIT H

XOOM Energy New York – Procedure for Obtaining Historical Usage

Procedures used to obtain authorization to access customer historical usage or credit information





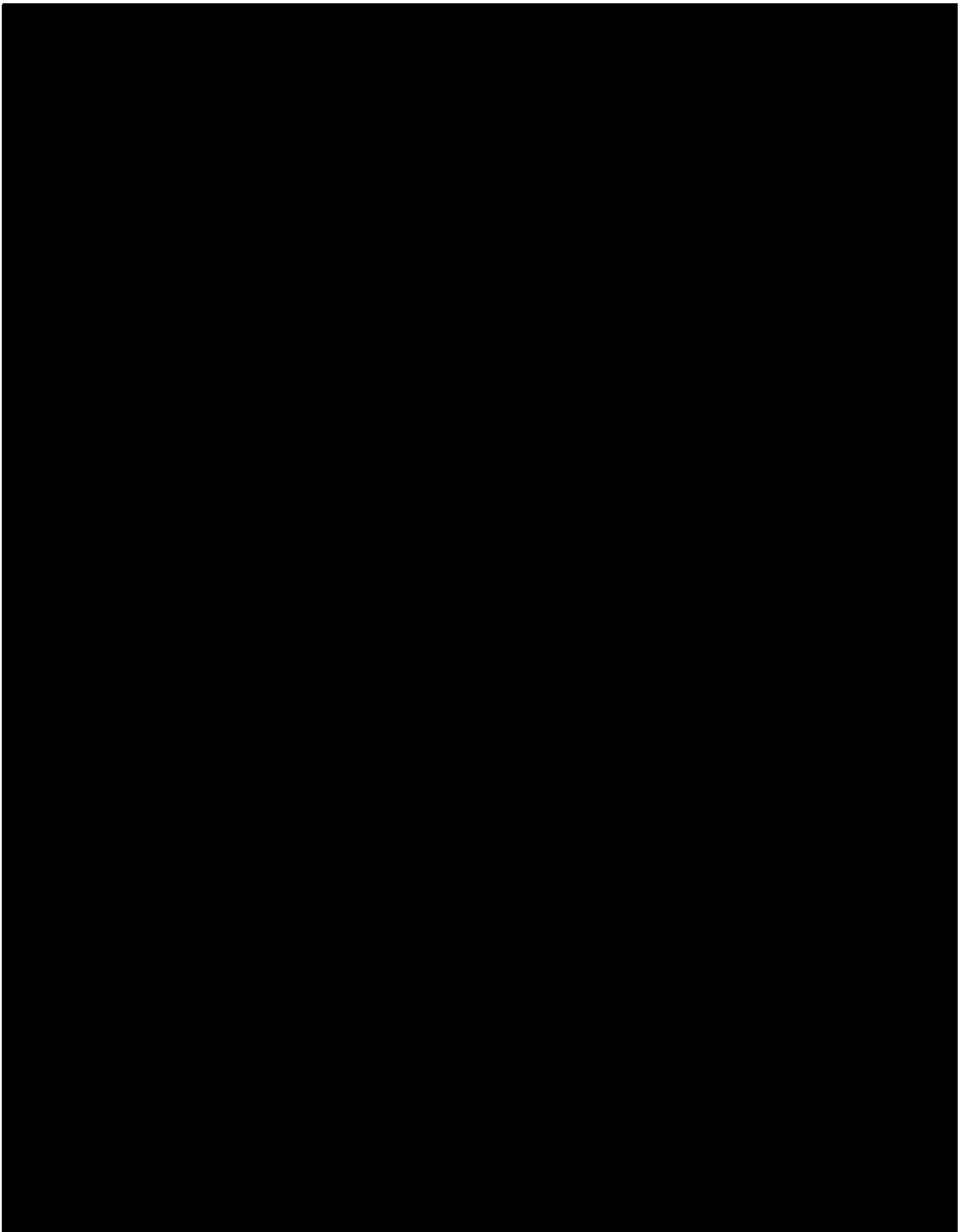


EXHIBIT I

XOOM Energy New York – Informational and Promotional Materials

XOOM Energy will engage in mass marketing through its website. Sample screenshots from XOOM Energy's website is attached for review. To the extent that XOOM Energy engages in other mass marketing, said materials will be provided to the Department prior to use of said materials.

NY Enrollment Screenshots

ENGLISH ESPAÑOL

Contact Us Pay My Bill

XOOM energy

About Us Support My Account **Enroll Now**

Residential Service Plans

Enter your State or Zip Code to see if XOOM Energy service is available near your residence.

ZIP / State **Go**

XOOM Energy New York, LLC (ESCO XOOM (Electric License # and Gas License #))

XOOM Energy New York, LLC Residential Service Plans

Please select your utility below to see the products offered in your area.

Looking for BUSINESS utilities instead?

Electricity Providers

Utility Company	Variable	Fixed	Renewable
Central Hudson Gas & Electric (Electricity)	🔒	🔒	⬇️
Consolidated Edison (Electricity)	🔒	🔒	⬇️
National Grid - Upstate NY (Electricity)	🔒	🔒	⬇️
NYSEG	🔒	🔒	⬇️
Orange & Rockland (Electricity)	🔒	🔒	⬇️
Rochester Gas and Electric (Electricity)	🔒	🔒	⬇️

Natural Gas Providers

Utility Company	Variable	Fixed	Carbon Free
Central Hudson Gas & Electric (Natural Gas)	🔒	🔒	🔒
Consolidated Edison (Natural Gas)	🔒	🔒	🔒
National Fuel Gas Company - NY	🔒	🔒	🔒
National Grid - Long Island	🔒	🔒	🔒
National Grid - Metro NY	🔒	🔒	🔒
National Grid - Upstate NY (Natural Gas)	🔒	🔒	🔒
Orange & Rockland (Natural Gas)	🔒	🔒	🔒
Rochester Gas and Electric (Natural Gas)	🔒	🔒	🔒

New York Energy Markets continue to expand in choices and supply options which has made for a competitive market and advantageous situation for consumers. XOOM Energy offers New York residents fixed and variable rate plan options, allowing families to choose which plan best fits their budget.

Variable Plans

Fixed Plans

Renewable Energy

Carbon Free

Fixed Rate Plans

Peace of mind, guaranteed.

Protect your home or business from fluctuating energy costs. Lock in your energy rate for a set period of time and enjoy pricing stability for the duration of your contract term through our fixed energy rates and plans.

Fixed energy plans offer you a chance to **lock in your energy rate** in your home or business energy market. You then choose an energy rate and plan that best works for you. When you choose a fixed rate option you'll **never** experience changes for the duration that you choose. You enjoy the same prices for your electricity or natural gas service no matter what the energy markets do.

Fixed vs. Variable Rate Energy from XOOM Energy

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XOOM Xtras

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Account

VERIFIED & SECURED

MEMBER SINCE 2018


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https://xoomenergy.com/ny/my-account

NYSEG Services Plans:

[Contact Us](#) [Pay My Bill](#)



[About Us](#) [Support](#) [My Account](#)

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Residential Service Plans

Enter your State or Zip Code to see if XOOM Energy service is available near your residence.


Go

XOOM Energy New York, LLC (ESCO XOOM (Electric License # and Gas License #))

XOOM Energy New York, LLC Residential Service Plans


Please select your utility below to see the products offered in your area.

Looking for BUSINESS utilities instead?



Electricity Providers


Utility Company	Variable	Fixed	Renewable
Central Hudson Gas & Electric (Electricity)	🔒	🔒	🔒
Consolidated Edison (Electricity)	🔒	🔒	🔒
National Grid - Upstate NY (Electricity)	🔒	🔒	🔒
NYSEG	🔒	🔒	🔒
Orange & Rockland (Electricity)	🔒	🔒	🔒
Rochester Gas and Electric (Electricity)	🔒	🔒	🔒




Natural Gas Providers

Utility Company	Variable	Fixed	Carbon Free
Central Hudson Gas & Electric (Natural Gas)	🔒	🔒	🔒
Consolidated Edison (Natural Gas)	🔒	🔒	🔒
National Fuel Gas Company - NY	🔒	🔒	🔒
National Grid - Long Island	🔒	🔒	🔒
National Grid - Metro NY	🔒	🔒	🔒
National Grid - Upstate NY (Natural Gas)	🔒	🔒	🔒
Orange & Rockland (Natural Gas)	🔒	🔒	🔒
Rochester Gas and Electric (Natural Gas)	🔒	🔒	🔒


New York Energy Markets continue to expand in choices and supply options which has made for a competitive market and advantageous situation for consumers. XOOM Energy offers New York residents fixed and variable rate plan options, allowing families to choose which plan best fits their budget.




Variable Plans




Fixed Plans



Renewable Energy



Carbon Free



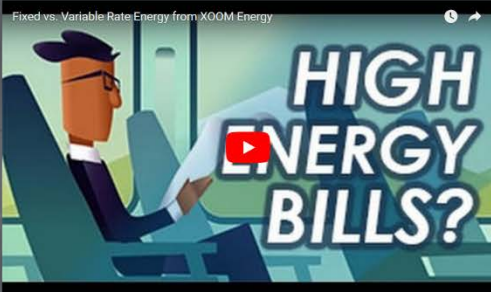
Fixed Rate Plans

Peace of mind, guaranteed.

Protect your home or business from fluctuating energy costs. Lock in your energy rate for a set period of time and enjoy pricing stability for the duration of your contract term through our fixed energy rates and plans.

Fixed energy plans offer you a chance to [control your energy rates](#) in your home or business energy market. You then choose an energy rate and plan that best works for you. When you choose a fixed rate option your rate never changes for the duration that you choose. You enjoy the same prices for your electricity or natural gas service no matter what the energy markets do.

Fixed vs. Variable Rate Energy from XOOM Energy




RESOURCES

- [Enroll Now](#)
- [My Account](#)
- [XOOM Xtras](#)
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My Account

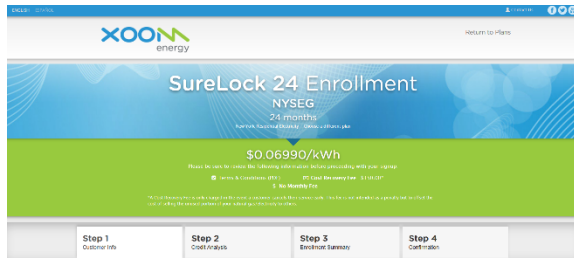
Account
Profile



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NSYEG Step 1:



Step 1: Customer Information

We need some information to complete your enrollment. Please make sure you complete the information exactly how it appears on your current utility bill. Also, keep in mind that only the utility account holder or persons legally authorized on the account may enroll with XOOM Energy. All fields marked with an asterisk (*) are required.

Account Information

I do not have my Account Information at this time.

Please only enter the first 9 digits of your Electric RSD ID including any leading zeros.

Electric RSD ID* WALK-067

Account Number

Customer Information

Customer First Name* WALK-067

Customer Last Name* WALK-067

Primary Phone #* Landline WALK-067

Alternate Phone # Landline WALK-067

Customer Email* WALK-067

Language Preference English Spanish WALK-067

Security Question

Question* WALK-067

Answer*

Service Information

Service Street Address* WALK-067

Service Apt., Suite, or Unit #

Service City

Service State* New York WALK-067

Service Zip* 3-digits 4-digits WALK-067

Service County* Select County WALK-067

Use Service Address as Billing Address

Have a Promotional Code?

Enter Code

I have reviewed and agree to the terms and conditions.

Please scroll and read the following Bill of Rights.

You must read the below Bill of Rights before continuing with your enrollment.

New York State Public Service Commission Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

Consumers can purchase energy from an Energy Services Company (ESCO) in New York State. This is the first time a downloadable, if you choose to purchase energy from an ESCO, you are notified to:

- A clear description of the services offered by the ESCO.
- Reasons energy bills and other statements are not your utility company.
- Clear information on billing, metering, outages, and other information about the electricity service.
- Information on service and the location of the meter and conditions of the agreement between you and the ESCO, including terms and conditions of the agreement.
- Right of the agreement.
- Right to cancel the agreement.
- Information on the cancellation process and any early termination fees, which are limited by law.
- Any conditions, if any, under which the ESCO operates the service.
- How an agreement with an ESCO will not be in force if, according to the agreement, you are a residential customer.
- A description of the enforcement, arbitration, and terms.

I have read and agree to the above Bill of Rights.

Please review the following and respond accordingly:

- I understand if I cancel my XOOM Energy service after the specified notice period, but before the end of the term of my agreement, I am subject to a cost recovery fee.
- I agree to authorize my local utility to release all information related to my account needed for service under this Agreement, including, but not limited to, my account number, date about meter readings, meter data and electric usage, address information and telephone number and any billing information. I may request the authorization for release of information at any time by calling XOOM Customer Care at 1-888-997-8975.
- I understand that I have 3 business days to cancel my enrollment and to cancel I need to contact my utility directly at 1-800-872-3333.



NYSEG Step 1 Bill of Rights:

Please scroll and read the following Bill of Rights.

 You must read the below Bill of Rights before continuing with your enrollment. Print

New York State Public Service Commission Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - cancellation process and any early termination fees, which are limited by law;
 - and conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.

I have read and agree to the above Bill of Rights.




NYSEG Step 1 Close Up on Affirmations:


Please review the following and respond accordingly:

- I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.
- I agree to authorize my local utility to release all information related to my account needed for service under this Agreement, including, but not limited to, my account number, data about meter readings, rate class and electric usage, address information and telephone number, and any budget billing information. I may rescind the authorization for release of information at any time by calling XOOM Customer Care at 1-888-997-8979.
- I understand that I have 3 business days to cancel my enrollment and to cancel I need to contact my utility directly at 1-800-572-1131

CONTINUE ENROLLMENT

NJ Step 2 Credit Analysis:

ENGLISH ESPAÑOL [Contact Us](#)   

 [Return to Plans](#)

SureLock 24 Enrollment

NYSEG
24 months
New York Residential Electricity - [Choose a different plan](#)

\$0.06990/kWh

Please be sure to review the following information before proceeding with your signup:

[Terms & Conditions \(PDF\)](#) **Cost Recovery Fee - \$150.00***
\$ No Monthly Fee

*A Cost Recovery Fee is only charged in the event a customer cancels their service early. This fee is not intended as a penalty but to offset the cost of selling the unused portion of your natural gas/electricity to others.

Step 1
Customer Info

Step 2
Credit Analysis

Step 3
Enrollment Summary






Step 4
Confirmation



Step 2: Identity Verification and Credit Analysis

Although a credit review is not required in your area, your account with your utility must be current with no outstanding balance in order for you to enroll with XOOM Energy.

Yes, my account with the utility is current with no outstanding balance

No, my account is not current with the utility

XOOM Energy, LLC through its family of companies is an independent retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes: "XOOM Energy California, LLC", "XOOM Energy Connecticut, LLC", "XOOM Energy Delaware, LLC", "XOOM Energy Washington D.C., LLC", "XOOM Energy Georgia, LLC", "XOOM Energy Illinois, LLC", "XOOM Energy Indiana, LLC", "XOOM Energy Kentucky, LLC", "XOOM Energy Maine, LLC", "XOOM Energy Maryland, LLC", "XOOM Energy Massachusetts, LLC", "XOOM Energy Michigan, LLC", "XOOM Energy New Hampshire, LLC", "XOOM Energy New Jersey, LLC", "XOOM Energy New York, LLC", "XOOM Energy Ohio, LLC", "XOOM Energy Pennsylvania, LLC", "XOOM Energy Rhode Island, LLC", "XOOM Energy Texas, LLC", And "XOOM Energy Virginia, LLC" (hereinafter collectively "XOOM Energy") and offers electricity, renewable and/or natural gas products in each of their respective states. We are not affiliated with, nor endorsed by, any local utility or state commission.

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Step 2 Not up to date on utility bill:

ENGLISH ESPAÑOL Contact Us   

XOOM
energy Return to Plans

SureLock 24 Enrollment

NYSEG
24 months
New York Residential Electricity - Choose a different plan

\$0.06990/kWh

Please be sure to review the following information before proceeding with your signup:

[Terms & Conditions \(PDF\)](#) **Cost Recovery Fee : \$150.00***
 No Monthly Fee

*A Cost Recovery Fee is only charged in the event a customer cancels their service early. This fee is not intended as a penalty but to offset the cost of selling the unused portion of your natural gas/electricity to others.

Step 1 Customer Info	Step 2 Credit Analysis	Step 3 Enrollment Summary	Step 4 Confirmation
--------------------------------	----------------------------------	-------------------------------------	-------------------------------

Step 2: Identity Verification and Credit Analysis

Although a credit review is not required in your area, your account with your utility must be current with no outstanding balance in order for you to enroll with XOOM Energy.

- Yes, my account with the utility is current with no outstanding balance
- No, my account is not current with the utility





Before you are eligible to enroll with XOOM Energy, you must bring your account current and pay off any outstanding balance. Are you able to bring your account current in the next 48 hours?

- Yes No

Unfortunately, your local utility will not permit XOOM Energy to enroll your account if your account is past due. Once you pay off any balance owed to the utility, please re-submit your enrollment through XOOM Energy.

CANCEL ENROLLMENT




XOOM
energy ACCREDITED BUSINESS VERIFIED & SECURED


   

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Step 2 Yes up to date on bill:

ENGLISH ESPAÑOL Contact Us   

 Return to Plans

SureLock 24 Enrollment

NYSEG
24 months
New York Residential Electricity - [Choose a different plan](#)

\$0.06990/kWh

Please be sure to review the following information before proceeding with your signup

Terms & Conditions (PDF) Cost Recovery Fee - \$150.00*
\$ No Monthly Fee

*A Cost Recovery Fee is only charged in the event a customer cancels their service early. This fee is not intended as a penalty but to offset the cost of selling the unused portion of your natural gas/electricity to others.

Step 1
Customer Info

Step 2
Credit Analysis

Step 3
Enrollment Summary

Step 4
Confirmation


Step 2: Identity Verification and Credit Analysis





Although a credit review is not required in your area, your account with your utility must be current with no outstanding balance in order for you to enroll with XOOM Energy.



Yes, my account with the utility is current with no outstanding balance

No, my account is not current with the utility

CONTINUE ENROLLMENT

 ENGLISH ESPAÑOL


 

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Step 3 Enrollment Summary:

MOBILE | Desktop
Return to Plans



SureLock 24 Enrollment

NYSEG
24 months

No lock-in contract penalty. Allow additional plan.

\$0.06990/kWh

Please be sure to review the following information before proceeding with your steps:

Terms & Conditions PDF
Cost Recovery Fee: \$13.000*
No Monthly Fee

*Utility recovery for a rate change to recover a customer credit, from service entry. This fee is not considered a penalty fee to offset the cost of selling the unused portion of your annual gas electricity to others.

Step 1
Customer Info

Step 2
Credit Analysis

Step 3
Enrollment Summary

Step 4
Confirmation

Step 3: Please keep the following details of your enrollment for your records:

We want to ensure your enrollment process with XOOM Energy is quick and easy. Please review the information below to make sure everything is correct to avoid any hiccups along the way. Double check your utility account information - it must match exactly what is on your utility bill.

Account Information

Electric POU ID	NE1/89846341/4
------------------------	----------------

Customer Information

Customer First Name	Test
Customer Last Name	Test
Primary Phone #	2125555555
Email Address	naucmo@xoomenergy.com
Language Preference	English
Cost Recovery Fee	\$150.00

Service Information

Service Street Address	1255 Service St
Service Apt., Suite, or Unit #	
Service City	Brooklyn
Service State	NY
Service Zip	14010

Billing Information


Billing Country	United States of America
Billing Street Address	1255 Service St
Billing Apt., Suite, or Unit #	
Billing City	Brooklyn
Billing State	NY
Billing Zip	14010

I have reviewed my enrollment information and everything is correct.





Please read and respond to the following:


- I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy New York, LLC ("XOOM Energy"), and XOOM Energy will supply my electricity. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
- I am the account holder or a person that has legal authorization on this account.
- I acknowledge that in entering this transaction I am voluntarily choosing to change the entity that supplies me with my electricity commodity.
- By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.
- I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.

SUBMIT ENROLLMENT



Home
Support



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Step 3 Close up on Affirmations:

I have reviewed my enrollment information and everything is correct.

Please read and respond to the following:

- I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy New York, LLC ("XOOM Energy"), and XOOM Energy will supply my electricity. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.
- I am the account holder or a person that has legal authorization on this account.
- I acknowledge that in entering this transaction I am voluntarily choosing to change the entity that supplies me with my electricity commodity.
- By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.
- I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.

SUBMIT ENROLLMENT

Step 4 Enrollment Confirmation:

Step 4: Enrollment Complete

Thank you for choosing XOOM Energy, your choice for energy service. Your enrollment has been submitted for approval. You should receive a confirmation email momentarily confirming your enrollment submission. If you do not receive this confirmation email within 24 hours, please contact XOOM Energy Customer Care at (888) 957-8979.

Please save or print the below details including your Terms & Conditions for your records.

[PRINT THIS CONFIRMATION](#)

Enrollment Information	
Confirmation Number	2018042711361996978

Account Information	
Electric PDK ID	N01788894564574

Customer Information	
Customer First Name	Test
Customer Last Name	Test
Primary Phone #	2135555555
Email Address	naquiro@xoomeenergy.com
Language Preference	English
Cost Recovery Fee	\$150.00

Service Information	
Service Street Address	1259 Service St
Service Apt., Suite, or Unit #	
Service City	Brooklyn
Service State	NY
Service Zip	14010

Billing Information	
Billing Country	United States of America
Billing Street Address	1259 Service St
Billing Apt., Suite, or Unit #	
Billing City	Brooklyn
Billing State	NY
Billing Zip	14010

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My Account

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Enrollment Confirmation Email:



New Customer Enrollment

Dear XOOM Energy Applicant,

Thank you for selecting XOOM Energy New York, LLC, your choice for energy service. We have received your request for service and are reviewing your enrollment application. Below is a link with a copy of your Terms and Conditions Statement. If you have not already done so, please print and keep a copy for your records. If you would like a copy sent to you via U.S. Mail, please contact Customer Care at 1-888-997-8979.

[View your Terms and Conditions](#)

Confirmation Number: 2018042711361996978

Billing Info

Test Test
1259 Service St
Brooklyn, NY 14010
United States of America
Primary Phone # (213) 555-5555
Email: naguino@xoomenergy.com

Service Info

Utility Name: NYSEG
Electric POD ID: N01789894564574
1259 Service St
Brooklyn, NY 14010

Rate Plan

Plan: SureLock 24
Price: \$0.06990/kWh
Term: 24 months
No Monthly Fee
Cost Recovery Fee: \$150.00*

*A Cost Recovery Fee is only charged in the event a customer cancels their service early. This fee is not intended as a penalty but to offset the cost of selling the unused portion of your natural gas/electricity to others.

During the Enrollment Process, you agreed to the following statements:

- I understand if I cancel my XOOM Energy service after the specified remorse period, but before the end of the term of my agreement, I am subject to a cost recovery fee.*
- I agree to authorize my local utility to release all information related to my account needed for service under this Agreement, including, but not limited to, my account number, data about meter readings, rate class and electric usage, address information and telephone number, and any budget billing information. I may rescind the authorization for release of information at any time by calling XOOM Customer Care at 1-888-997-8979.*
- I understand that I have 3 business days to cancel my enrollment and to cancel I need to contact my utility directly at 1-800-572-1131*
- I understand that through my authorization of enrollment, I am entering into a Contract with XOOM Energy New York, LLC ("XOOM Energy"), and XOOM Energy will supply my electricity. Reliable delivery of electricity will continue to be provided by my utility and my utility will continue to respond to any leaks or emergencies.*

Enrollment Confirmation Email Cont:

- ✔ I am the account holder or a person that has legal authorization on this account.
- ✔ I acknowledge that in entering this transaction I am voluntarily choosing to change the entity that supplies me with my electricity commodity.
- ✔ By clicking "submit," I provide my signature expressly consenting to being sent any future notices and disclosures in electronic form, rather than paper form. I also understand that I have the option to supplement my electronic communications with US Mail at any time during my contract with XOOM Energy by contacting Customer Care. I hereby also expressly consent to being contacted by phone at the number I provided regarding my account via live, automated or prerecorded telephone call. I understand that my consent is not a condition of XOOM Energy service and that I may rescind my consent by contacting XOOM Energy Customer Care.
- ✔ I understand that by switching my service to XOOM Energy, my utility company will continue to bill me as they always have. All XOOM-related charges will appear on my utility bill along with the utility service and delivery charges. I understand I am responsible for paying my utility bill by its due date just as I have in the past.

What happens next?

Your enrollment application has been submitted. Once approved, you will receive a Welcome Email letting you know that your enrollment is accepted. Once accepted, your electricity service will be switched to XOOM Energy on your next meter read. The entire process may take 30-60 days depending on the rules of your local utility.

If you have any questions regarding your enrollment with XOOM Energy, please contact us toll-free at **1-888-997-8979**.

Thank you for choosing XOOM Energy!



XOOM energy | **FilterSnap**

**We Remember Your Air Filters
So You Don't Have To**

Receive a 10% discount on every filter order just for being a loyal XOOM Energy Customer

Contact Us

By Phone

(888) 997-8979

Mon - Fri | 8AM - 11PM (EST)

Saturday | 9AM - 7PM (EST)

Online (24/7)

[Contact Us Form](#)

myxoomenergy.com

customerare@xoomenergy.com

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This mailbox is unattended, so please do not reply to this message. To ensure you receive all emails from XOOM Energy, please copy and paste noreply@xoomenergy.com into your address book to prevent these messages from going to your spam box.

XOOM Energy, LLC through its family of companies is an independent retail electricity, renewable and natural gas provider in over 90 deregulated markets across the U.S. XOOM Energy's family of companies includes, XOOM Energy New York, LLC (referred to in this document as "XOOM Energy").

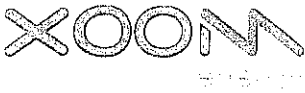
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EXHIBIT J

XOOM Energy New York – HEFPA Documents

[Please note XOOM Energy has attached the HEFPA documents that XOOM Energy is required to provide as an ESCO providing energy to residential customers.]



CONFIDENTIAL
Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income? _____

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. Do you own your home or do you rent? _____

7. What is your monthly mortgage or rent payment? _____

8. List other assets (i.e., Stocks and Bonds) :

9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each: _____



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CONFIDENTIAL
Evaluation of Customer's Ability To Pay

10. Identify all other monthly expenditures by amount:

- Food expenses \$ _____
- Medical expenses \$ _____
- Telephone bills \$ _____
- Utility bills \$ _____
- Mandatory loan/credit card payments \$ _____
- Other \$ _____
- \$ _____
- \$ _____
- \$ _____



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FINAL SUSPENSION NOTICE _____ DATE

[UTILITY/ESCO name]

[address]

[toll-free number]

Customer Name _____
Address _____
City, State, Zip _____
Account# _____

Dear (customer name):

YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION after MM/DD/YY.

To avoid suspension please remit \$xx.xx by MM/DD/YY. If your service is suspended you must pay \$xx.xx to resume service.

Public Service Law requires that, in order to end suspension, customers pay either the total amount due the XOOM Energy New York, LLC or the amount they would have paid for energy if they had remained a utility customer.

PLEASE NOTE THAT SUSPENSION OF YOUR (LDNAME) CAN ACCOMPANY THE TERMINATION OF XOOM Energy New York, LLC SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR XOOM Energy New York, LLC ACCOUNT.

Sincerely,

XOOM Energy New York, LLC

Credit and Collections



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FINAL TERMINATION NOTICE

DATE

Customer Name: _____
Address: _____
Account# _____

Dear (customer name):

By letter dated MM/DD/YY, [UTILITY NAME] notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in [UTILITY NAME] terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write the utility at (Address and phone number), or you may contact the Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (XXX) XXX-XXXX. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

[UTILITY NAME]
Credit and Collections



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NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

[UTILITY name]
[Address]
[Toll-free number]

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur anytime after MM/DD/YYYY.

SAMPLE



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Quarterly Billing Plan

Customer Name: _____
Premise Address: _____
Account Number: _____

Under this plan, [UTILITY NAME] agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period MM/DD/YY to MM/DD/YY, and you will receive quarterly bills thereafter on or before MM/DD/YY, MM/DD/YY, and MM/DD/YY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

Yes!! would like Quarterly Billing:

Return one completed copy to [UTILITY NAME] by MM/DD/YYYY.



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Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (xxx) xxx-xxxx because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx..

The total amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is: \$XX.XX.



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BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

Under this Plan, [UTILITY NAME] agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay \$XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ Therms and/or _____ kwh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.



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The Plan shall be subject to regular review for conformity with actual billings. [UTILITY NAME] reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, [UTILITY NAME] shall true up your account based on a comparison of the aggregate billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe [UTILITY NAME] a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing:

Return one signed copy to [UTILITY NAME] by MM/DD/YYYY.



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Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is \$XX.XX.

[UTILITY NAME] is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, [UTILITY NAME] may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, [UTILITY NAME] may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call [UTILITY NAME] at 1-800-XXX-XXXX.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature: _____ Date: _____

This agreement has been accepted by [UTILITY NAME]. If you and [UTILITY NAME] cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.



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Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

SAMPLE

EXHIBIT K

XOOM Energy New York – Sample Procedure to Prevent Slamming and Cramming

XOOM Energy New York, LLC (“XOOM Energy”) will institute the following procedures to prevent slamming and cramming:

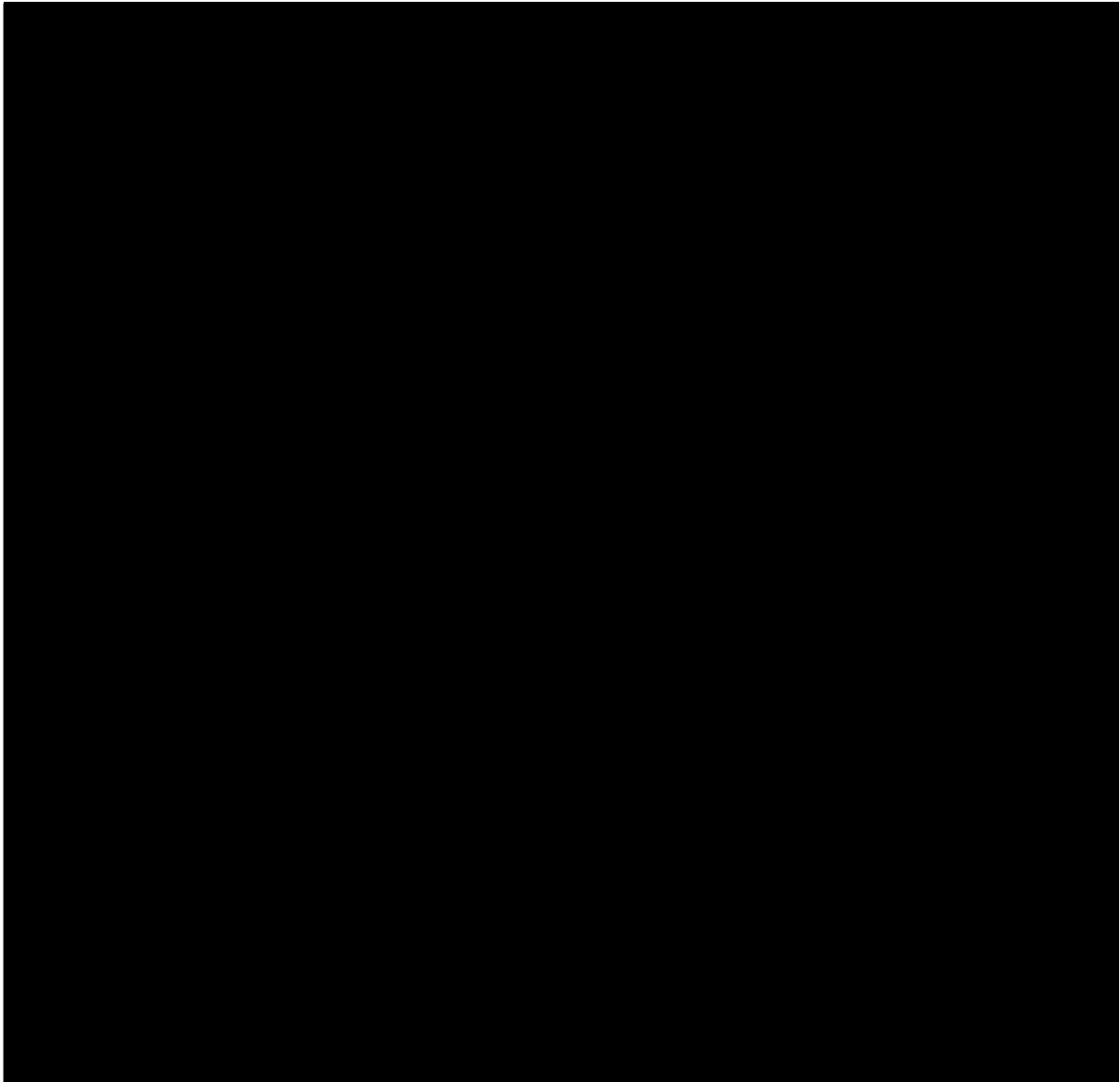


EXHIBIT L

XOOM Energy New York – List of Marketing Entities

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT M

**XOOM Energy New York – Attestation of Compliance with New York State’s Environmental
Disclosure Program**

ATTESTATION

I, Chris Phillips, Chief Operating Officer of XOOM Energy, LLC, single member manager of XOOM Energy New York, LLC hereby attests that XOOM Energy New York, LLC will comply with the requirements of the New York State's Environmental Disclosure Program for electric customers.



Chris Phillips
Chief Operating Officer of XOOM
Energy, LLC, single member manager
Of XOOM Energy New York, LLC

5/8/18

Date

Tamara A. Walker, Notary

Tamara A. Walker

My Commission expires

May 20, 2022

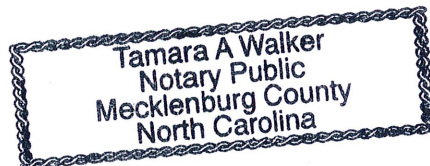


EXHIBIT N

XOOM Energy New York – NY DPS Office of Consumer Services Service Provider Form



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date: May 7, 2018

Company Name: XOOM Energy New York, LLC

Service Type (Check all that apply): **Gas** **Elec** **ESCO** **Cable TV**

Water **ILEC** **CLEC** **Toll Only** **Other** _____

President Thomas L. Ulry, CEO

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

Email Address: tulry@xoomenergy.com

Phone Number: 704-274-1450 Fax Number: 704-274-1430

Vice President / Director of Customer Service: Jermaine Smith, Director of Customer Experience and Retention

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

Email Address: jsmith@xoomenergy.com

Phone Number: 704-274-1450 Fax Number: 704-274-1430

Primary Regulatory Complaint Manager: Michelle W. Harding, VP, Secretary, and General Counsel

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

Email Address: xoom_regulatory@xoomenergy.com; mharding@xoomenergy.com

Phone Number: 704-274-1450 Fax Number: 704-274-1430

Secondary Regulatory Complaint Manager Patti Kulesa, Compliance Officer

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

Email Address: pkulesa@xoomenergy.com

Phone Number: 704-274-1450 Fax Number: 704-274-1430

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people.

(NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL

DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: consumeraffairs@xoomenergy.com **Fax:** 704-274-1430

Effective December 28, 2007