



1. General Terms and Conditions and Components of your Agreement. Your agreement for electric generation service, between you and EnerPenn USA, LLC d/b/a YEP Energy ("YEP"), includes the following components: (i) your Terms and Conditions and any attachments thereto; (ii) this signed and submitted Enrollment Application; (iii) if enrolling in a Plant-A-Tree Plan or USO Plan, your Plan Disclosure Supplement; (iv) any welcome or renewal letter, each as may be amended or restated from time-to-time (your "Agreement" or "Disclosure Statement"). These terms are conditioned upon YEP accepting you as a customer. The Agreement is intended solely for residential and Small Business Customers in New Jersey who submitted applications (or enrolled for electricity services) under any YEP fixed price or variable price plan. Please refer to the other components of your Agreement for more information about your specific price, plan, and Term. Your applicable version of the Terms and Conditions (and its attachments) is the specific version of the Terms and Conditions (and its attachments) made available to you when you applied for service and selected your electricity plan.

2. Background and Important General Terms. YEP is a third party electric generation supplier or provider ("TPS") licensed by the Board of Public Utilities for the State of New Jersey ("NJ BPU" or "The Commission") to offer and supply electric generation services in New Jersey under License No. **ESL-0117**. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. YEP sets the generation prices that you pay. The Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will continue to receive a single bill from your LDC (as defined in Section 3 below) that will contain LDC charges and YEP Generation Supply Charges (defined in Section 3 below) and any other YEP charges separately, except to the extent your LDC may otherwise require. As your TPS, YEP will arrange for the delivery of electricity from your LDC to the service address(es) set forth in your Enrollment Authorization (defined below) pursuant to your Agreement. THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE YEP TO CHANGE YOUR ELECTRIC POWER SUPPLIER and establish the terms, conditions, and contractual obligations underlying your service. BY SIGNING BELOW, YOU AUTHORIZE YEP TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. Subject to YEP's acceptance of this Agreement and enrollment by your LDC, you agree to become a YEP customer and appoint YEP as your limited agent to take such actions as YEP deems necessary to serve as your TPS and fulfill the terms of this Agreement. You also designate YEP as an authorized recipient of your current and historical billing and usage data. YEP may research your credit history. YEP shall have no responsibility for any debts owed by you to any prior TPS. By enrolling for service or by accepting electricity service from YEP, you agree to be bound by the Agreement, and you acknowledge that switching to YEP is not mandatory and you have the option to remain with the LDC for basic generation supply services.

3. Definitions.

3.1 Agreement – Your "Agreement" with YEP, which is also sometimes referred to as your "Disclosure Statement," includes the following components: (i) these Terms and Conditions and any attachments hereto; and (ii) your signed and submitted Enrollment Application and Switch Authorization for Electric Supply (also referred to as your Enrollment Application); (iii) if enrolling in a Plant-A-Tree Plan, USO Plan, or Green Plan, your Plan Disclosure Supplement; and (iv) any welcome or renewal letter, each component as may be amended or restated from time-to-time.

3.2 AEC – The abbreviation for Alternative Energy Credits.

3.3 Basic Service - These are the services necessary for the physical delivery of your electricity, including electric generation service, transmission and distribution. (See below for description of these terms.)

3.4 Basic Generation Service Charges - This is the charge for generation of electricity for those customers who do not choose a competitive electric supplier. The BGS charge includes the costs for Energy, Generation Capacity and Transmission.

3.5 Customer Charge - The charge to partially cover costs for billing, meter reading, equipment, service line maintenance and equipment by your LDC. This charge is the same no matter how much electricity you use.

3.55 Disclosure Statement– Your Agreement with YEP as described in Section 3.1 above.

3.6 Distribution Charges – The charge on each customer's bill for delivering electricity from your LDC. Distribution Charges also include all charges by your LDC for the delivery of electricity, including metering and billing services, service line maintenance, and other regulated services that may be authorized by the New Jersey Board of Public Utilities. Distribution Charges may vary based on how many kWh you consume each month.

3.7 Early Cancellation Fee - Equals the total electricity price paid by you under your Agreement in cents/kWh multiplied by your highest monthly kWh usage (as may be reasonably forecasted by YEP in any given month) and times the remaining months in the Initial Term, not to exceed three (3) months if your remaining term is 12 months or fewer, and not to exceed six (6) months if your remaining term is 13 months or more. The Early Cancellation Fee shall not be less than \$150.00, but there will be no Early Cancellation Fee if you cancel within 30 days prior to your Initial Term's end.

3.8 Enrollment Authorization - Your Enrollment Authorization is your signed written Application for Enrollment and Switch Authorization form if you enrolled in writing, electronic Internet Application for Enrollment and Switch Authorization if you enrolled online, or recorded telephonic Application for Enrollment and Switch Authorization if you enrolled telephonically.

3.9 Generation Service Charge - Part of the Basic Service Charge on each customer's bill for the generation (production) of electricity. Electric generation service is competitively priced and is not regulated by the Commission. This charge depends on the contract between the customer and the supplier. This service is included in the price YEP charges you, as described in your Enrollment Authorization and Plan Disclosure Supplement, as applicable.

3.10 Initial Term – For customers enrolled in a fixed price plan, this is the time period during which you will be bound to this Agreement (as you selected in your Enrollment Authorization) and receive the price set forth in your Enrollment Authorization.

3.11 ISO – The abbreviation for "Independent System Operator."

3.12 kWh - An abbreviation for the basic unit of measure of electric energy, "kilowatt hours".

3.13 LDC - An abbreviation for "Local Distribution Company." This is also referred to in the marketplace as your "utility". Unless otherwise noted, the term "LDC" refers to your Local Distribution Company responsible for the service territory where you reside.

3.14 PJM Interconnection - PJM Interconnection, LLC (or its successor). This is the regional transmission organization responsible for the transmission grid in which your account is located.

3.15 PJM region – The areas served by the PJM-operated electric transmission system, including all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, N.C., Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

3.16 Plan Disclosure Supplement – If you've enrolled in a Plant-A-Tree Plan or USO Plan, (a) your Plan Disclosure Supplement is the document that describes how your Plant a Tree Plan or USO Plan works; and (b) your Plan Disclosure Supplement constitutes a part of this Agreement.

3.17 Small Business Customer - The term refers to a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months or as small business is otherwise defined by applicable law.

3.18 TPS – TPS stands for Third Party Supplier, which is an electric power provider or supplier licensed by the Board to offer and assume contractual

and legal responsibility to provide electric generation services for use by retail customers.

3.19 Transmission Charges – Transmission Charges include solely the cost of moving high voltage electricity from a generation facility through the interstate power grid to your LDC's distribution system, which charges are set by FERC.

3.20 YEP – YEP Energy, a Texas limited liability company, or its assignee or successor.

4. Right of Rescission. You will receive a notice from your LDC confirming your selection of YEP as your TPS and you will have (seven) 7 calendar days from the date of the confirmation notice to contact your LDC and rescind your selection. This Agreement is not binding until the seven (7) day rescission period has expired and you have not rescinded the selection of YEP as your TPS. Please contact us toll free at 1-855-363-7736 if you have any questions regarding rescission.

5. Basic Service Prices. YEP endeavors to offer you its most competitive prices possible in its fixed price and variable price plans. Prices for our fixed price and variable price plans include Generation and Transmission Charges and estimated total state taxes, including New Jersey sales and use taxes (SUT), but exclude charges for LDC services (generally, Distribution Charges and utility fees) and federal, state, and local taxes (other than SUT). There is no charge for entering into this Agreement. There is also no charge for terminating this Agreement solely to the extent permitted by the cancellation provisions described in Section 8 below, and under certain other circumstances, you will be responsible for payment of the Early Cancellation Fee defined in Section 3 above. The price charged for electric generation service under this Agreement is reflective of competitive market conditions, was not set or approved by the New Jersey Board of Public Utilities and does not include any applicable taxes (except for SUT), or charges from your LDC, which will be passed through to you at cost in addition to the price set forth on your Enrollment Authorization.

5.1 Fixed Price Plans. THIS SECTION 5.1 IS ONLY APPLICABLE TO CUSTOMERS ON A FIXED PRICE PLAN. If enrolled in a fixed price plan, you agree to pay the price per kWh and the other charges as set forth in your Enrollment Authorization for the term you selected in your Enrollment Authorization. You are signing up for price protection during your Initial Term as stated on your Enrollment Authorization. During this period, your fixed price for electric generation service set forth in your Enrollment Authorization will include New Jersey's seven percent (7%) Sales and Use Tax ("SUT"). AT YOUR INITIAL TERM'S END, IF YOU DO NOT RENEW OR IF YOU OTHERWISE DISCONTINUE SERVICE WITH YEP, YOUR PRICE AND PLAN WILL AUTOMATICALLY CONVERT TO A VARIABLE MONTHLY PRICE TO BE GOVERNED BY SECTION 5.2.

5.2 Variable Price Plans. THIS SECTION 5.2 IS ONLY APPLICABLE TO CUSTOMERS ON A VARIABLE PRICE PLAN (which also includes customers whose fixed price plan has expired without renewal and whose plan has therefore been converted into a variable price plan pursuant to Section 5.1). If you selected a variable price plan in your Enrollment Authorization, your price and charges for your first month of service is set forth in your Enrollment Authorization, and the price you pay for electricity after your first month of service (your "energy charge") will vary each month based on YEP's prevailing market costs of energy, capacity, Transmission Charges, the amount of your retail service charge and SUT. If you had enrolled in a fixed price plan and your term has expired without renewal such that you've been placed on a variable price plan pursuant to Section 5.1, then the price you pay for electricity (your "energy charge") will vary each month based on YEP's prevailing market costs of energy, capacity, Transmission Charges, the amount of your retail service charge and SUT. For all variable plans, any other taxes (aside from SUT) and Distribution Charges will be passed through to you at YEP's cost. Retail service charges include congestion, line losses, ancillaries, renewable portfolio charges, and a reasonable profit margin determined by us from time to time in good faith. The retail service charge may change for each billing period but will not exceed \$0.055 per kWh. Your variable price may vary on a monthly basis with no advance notice, but as a form of low price assurance, and because YEP values your loyalty, if you are ever unsatisfied with your plan during the variable period, you will have the right to cancel this Agreement without penalty in accordance with the procedures for cancellation set forth in Section 8 below. To learn your current variable price, please call us at 855-363-7736.

5.3 Price Comparisons. If you enrolled in a fixed price plan, please note that your LDC's tariff rates likely will change from time to time, as will YEP's

prices during any and all renewal periods, and therefore YEP cannot guarantee savings over the LDC's rates during the entire term of this Agreement or any renewals. If you enrolled in a variable price plan, or if you had enrolled in a fixed price plan and your term has expired without renewal such that you've been placed on a variable price plan pursuant to Section 5.1, then your price during all such variable pricing periods will reflect market conditions, YEP's retail service charge, and supply costs, and in addition, the LDC's tariff rates likely will change from time to time; YEP's price therefore may be higher or lower than your LDC's price during all such variable pricing periods. You may also consult your LDC's Price to Compare shown on your monthly invoice for consideration.

6. Term of Agreement.

6.1 Fixed Price Plans. You will buy your electricity generation service from YEP, for the street address(es) specified in your Enrollment Authorization, beginning on the Effective Date through and until the expiration of your Initial Term. You will buy your electricity generation service from YEP, for the street address(es) specified in your Enrollment Authorization, after your Initial Term to the extent set forth in Section 5.1, which electricity after your Initial Term will be at a variable price that will no longer be fixed.

6.2 Variable Price Plans. You will buy your electricity generation service from YEP, for the street address(es) specified in your Enrollment Authorization, beginning on the Effective Date through the date upon which you cancel your Agreement. After your first month of service, your service with YEP will continue on a month-to-month basis until cancelled by you or YEP as described in Section 8 below.

7. YEP Green Plans, and YEP's USO and Plant a Tree Plans.

7.1 YEP Green Plans & Renewable Energy. If you enrolled in a YEP green plan, we believe you are contributing to a healthier and cleaner environment in New Jersey. To satisfy your electricity needs while also preserving the environment YEP has purchased or will purchase green power in the form of AEC purchases as set forth in your Plan Disclosure Supplement. AECs constitute an essential source of renewable energy used to meet New Jersey's environmentally conscious renewable energy goals. For a further description of how these plans work, please see your applicable Plan Disclosure Supplement that was made available to you upon your enrollment, which Plan Disclosure Supplement is a part of your Agreement. For more information about sources of energy and other important disclosures regarding YEP's green products, please see YEP Energy's Green Products Facts Summary (not to be incorporated herein).

7.2 YEP USO Plans and Plant-A-Tree Plans. If you enrolled in a USO Plan or Plant-a-Tree Plan, for more information and a description of how these plans work, please see your applicable Plan Disclosure Supplement that was made available to you upon your enrollment, which Plan Disclosure Supplement is a part of your Agreement.

8. Cancellation.

8.1. Cancellation Initiated by Customer. Subject to the terms herein, you may cancel your Agreement to purchase electricity by providing 30 (thirty) days advance written notice to YEP. You will be responsible for all charges incurred by you up to the date of cancellation. In addition, if you are enrolled in a fixed price plan with us and you cancel the Agreement after the seven (7) day rescission period expires but before the end of your Initial Term, you will also be responsible for the Early Cancellation Fee (as defined in Section 3 above). After you notify YEP your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which YEP gives notice to the LDC of your request.

8.2. Non-Payment. If your electric service is terminated by your LDC, then this Agreement is cancelled on the date that your electric service is terminated by the LDC. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination. In addition, if you have a fixed price agreement with us and this Agreement is cancelled before the end of your Initial Term, you will also be responsible for the Early Cancellation Fee.

8.3. YEP Initiated Cancellation. If we cancel this Agreement for any reason other than for your non-payment, we will follow applicable rules in providing notice to you. If for any reason performance of this Agreement becomes materially uneconomical to YEP, if you fail to pay any deposit that may be due pursuant to this Agreement or if YEP is otherwise unable to continue this Agreement, YEP can cancel this Agreement after giving you at least thirty (30) days advance written notice. If YEP cancels this Agreement, you remain responsible for all invoices, services rendered, and other charges incurred through the date you are switched to another supplier or returned to the LDC for service. You affirm to YEP that you have provided YEP with your correct and complete name, address, and contact information and you do not have any outstanding balance with us for any

property, premise, or meter previously or presently within your controls or possession. If, in YEP's sole discretion YEP determines any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, YEP can cancel this Agreement immediately.

9. Penalties, Fees, and Exceptions. IF YOU HAVE A FIXED PRICE PLAN WITH YEP AND YOU CANCEL THIS AGREEMENT AFTER THE SEVEN (7) DAY RESCISSION PERIOD REFERENCED ABOVE AND BEFORE THE END OF YOUR INITIAL TERM, WE WILL CHARGE YOU THE EARLY CANCELLATION FEE AS "EARLY CANCELLATION FEE" IS DEFINED AND DESCRIBED IN ARTICLE 3 ABOVE. YEP will not charge an early cancellation fee if you cancel within 30 days prior to the end of your Initial Term. You may cancel the Agreement with YEP within 48 hours notice without penalty, if (1) YEP notifies you of a material change to the Terms and Conditions of your Agreement and you elect to opt out of the Agreement due to the material change; or (2) you move to another service location and provide evidence that you are moving, along with a forwarding address; or (3) a disability and/or death renders you unable to pay for service. You will be responsible for all YEP charges until such time when your service is moved to another provider. In any event, you will be responsible for all payments due hereunder until the cancellation of YEP's electric generation service is complete. Such cancellation fee shall also be assessed on those customers that have their agreements cancelled due to non-payment.

10. Taxes. Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you (SUT is already included in the price set forth in your Enrollment Authorization). If you are tax exempt, it is your responsibility to provide YEP with sufficient documentation needed to provide your tax exempt status. Even if tax exempt, you may be responsible for possibly other types of taxes depending on the scope of your exemption.

11. Proposed Changes to Terms. Regardless of any other provision in this Agreement, this Agreement (including for example, your price) may be changed by YEP upon the occurrence of any event beyond its reasonable control that increases the obligations of YEP or the costs of performing such obligations under this Agreement. If we request such a change, YEP will provide you notice of the changed prices and/or terms and conditions and you will have an opportunity to terminate this Agreement without any further obligation by notifying us in writing within thirty (30) days after receiving notice of the new prices and/or terms and conditions, in which case your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess a termination penalty. No changes or edits to your Agreement will be valid unless duly approved in a signed writing by YEP.

12. Renewal / Agreement Expiration. This Section 12 shall not apply to any instance where you are placed on a default month-to-month product after the end of your Initial Term (for customer's enrolled in a fixed price plan) or after the first month of service (for customers enrolled in a variable price plan).

12.1 Fixed Price Products. If you are currently enrolled in a fixed price plan and the expiration of your Initial Term is approaching, we will send you and all required notices pursuant to applicable rules and regulations.

12.2 Variable Term Products. If you are currently enrolled in a variable price plan your plan will automatically renew and continue on a month-to-month basis after the first month, and your variable price will be set on a monthly basis pursuant to Section 5.2. If currently enrolled in a variable price plan, you may switch to a fixed price plan by contacting YEP.

12.3 Price Comparisons. Please refer to Section 5.3 above for important information regarding comparisons of your price to the Price to Compare.

13. Access to Customer Information. You understand that by enrolling for service with YEP, YEP will be provided, and you hereby agree for your LDC to provide, certain basic account information from your LDC, including but not limited to account number, meter read information, customer rate class and electricity usage, your address and phone number, and whether or not you are on a budget billing plan or other payment arrangement or as otherwise approved by the NJ BPU. You further understand that the LDC is required by the NJ BPU to communicate with you following a notice of change of TPS to confirm the change was authorized. YEP will not sell or otherwise provide your personal information to any unaffiliated party without your consent, except as may be required by law or as necessary to enforce this Agreement.

14. Change in Law. If there is a change in law, or if the NJ BPU, applicable ISO, or other State or Federal agency adopts any regulation,

rules, tariff, protocol or law, and such changes, adoptions, and/or implementations result in a fee or other charge (or an increase in a fee, cost or charge) that modifies the cost of delivering or providing electricity or capacity to you, to the fullest extent permitted by law, YEP may adjust your price or any component of the price and/or fees charged under your Agreement, whether up or down, only to the extent necessary to reimburse and cover YEP for such change in the costs of providing or delivering electricity and/or capacity to you, and you agree to pay the resulting adjusted price(s) and/or fee(s). If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure, or in charges or new charges, imposed by your LDC, PJM, the Commission or any governmental agency, whereby YEP incurs additional charges or costs as a result of such changes, then YEP will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to YEP; or (ii) cancel the Agreement, by giving notice to you as required under applicable law.

15. LDC's Right to Cancel. IF YOU DO NOT PAY YOUR INVOICE(S), YOUR SERVICE MAY BE DISCONNECTED BY THE LDC. Your LDC will provide you notice in the time frame prescribed by the NJ BPU prior to disconnection of your electricity service. The LDC may also disconnect electricity service immediately, and without notice, in certain urgent situations, including: (i) existence of a known dangerous condition; (ii) where service is connected without authority by a person who has not made an application for service; (iii) where service is reconnected without authority after disconnection for nonpayment; (iv) where there is evidence of tampering of equipment or theft of service. This Agreement will be cancelled immediately if and when the LDC returns you to the LDC generation and distribution service.

16. Dispute Procedures. Please contact YEP if you have questions or concerns regarding your Agreement. YEP's friendly and knowledgeable representatives are trained to research and resolve your customer inquiries, and YEP will work hard to make sure your problem is handled and that you are pleased with YEP's service. In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact YEP in writing at 5773 Woodway Drive, No. 311 Houston, Texas 77056 or by telephone at 1-855-363-7736. The dispute or complaint relating to a customer may be submitted by either party at any time to the NJ BPU pursuant to its Complaint Handling Procedures. If after discussing your problem with YEP or the LDC you remain dissatisfied, you may file an informal complaint with the NJ BPU by calling (800) 624-0241 or by writing to the following address: New Jersey Board of Public Utilities, Two Gateway Center (8th Floor), Suite 801 Newark, NJ 07102.

17. Non-Discrimination. YEP proudly discloses that it does not discriminate, deny service, or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

18. Usage. YEP will provide, and you shall pay for, all the electricity to satisfy all the electricity requirements for each service address that you enroll with YEP, as specified in your Enrollment Authorization. You may not resell any portion of such electricity to any third party.

19. Distributed Generation and Demand Response. You warrant that you do not currently own or control any generation units that deliver energy to or from any of the service addresses you enrolled for YEP service under the Agreement that would alter the historical usage data used by YEP to purchase your requirements under this Agreement (such generation must be explicitly disclosed to YEP prior to YEP's acceptance of this Agreement). Should you seek to install any on-site generation units, you shall notify YEP in writing at least 60 days prior to the proposed installation of such on-site generation. This section shall not apply to back-up generators or generation units used only in emergency situations. Your further warrant that you are not currently enrolled in a Demand Response Program (or if you are already enrolled in a Demand Response Program you have fully disclosed such in your Enrollment Authorization), and that you agree to provide at least 60 days written notice prior to any enrollment in such Demand Response Program. YEP's prior written consent is required before enrolling in any Demand Response Program. You understand and agree that such use of on-site generation or your participation in a Demand Response Program could materially impact your usage and consumption needs under this Agreement, as relied upon by YEP in purchasing your requirements. A breach of this Section shall be

considered a breach of this Agreement, and any costs incurred by YEP as a result will be your responsibility.

20. Notice of LDC Curtailments. You shall promptly notify YEP of any and all curtailment or interruption orders and all related notices when your LDC requires that your service be interrupted or curtailed as to any property, premise, or meter served under this Agreement. You shall reimburse YEP for any and all reasonable costs imposed upon or otherwise incurred by YEP resulting from such curtailment of services.

21. Role of your ISO and LDC. Your ISO or LDC is solely responsible for the electricity transmission and distribution grid and system along with all interruptions in the delivery of service. YEP is not in any way liable or responsible for any interruption or disruption in electric service or related services caused wholly or partially by interruption, deterioration, or problems on the LDC's systems or on the ISO-controlled grid. YEP will have no liability and is not responsible for any of the LDC's or ISO's acts or failures to act, and you agree that you shall be solely responsible for all amounts due to the ISO or LDC for their services rendered in connection with the electricity services provided to your service address(es).

22. Collections, Referral to Credit Agency. If you fail to make any payments due under your Agreement, YEP may (i) assign your indebtedness to YEP's internal collections group; (ii) place your debt with an attorney or collection agent for collection; or (iii) refer any unpaid amounts to a credit agency for reporting.

23. Force Majeure. TPS's do not generate your electricity, nor do TPS's transport it from the generation point to you. YEP will endeavor to provide service in a commercially reasonable manner, but YEP cannot guarantee a continuous supply of electricity. Events outside YEP's control, called "force majeure" events, may result in interruptions in service, for which YEP will not be liable. Therefore, regardless of any representation or any other part of your Agreement or other document to the contrary, you agree that YEP is not responsible for damages or liability caused wholly or in part by force majeure events, which include, without limitation, acts of God, acts of any governmental authority, acts of the ISO, accidents, strikes, labor trouble, required maintenance work, problems with or acts of the LDCs, problems with (or acts of) suppliers, qualified scheduling entities, unlawful or negligent actions of other TPS's, delay of deregulation or changes in laws, rules, regulations, and practices or procedures of any governmental entity or ISO, or any other cause beyond YEP's control. You acknowledge that YEP does not have care, control, or custody of your property or premises, or of any electrical facilities, including but not limited to, lines, wires, or the meter, located on or next to your property or premises. You further acknowledge that you are in exclusive control (and responsible for any damages or injury caused thereby) of electricity at and from such meter.

24. Limitations of Liability. YEP'S LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE (INCLUDING, WITH RESPECT TO YOUR AGREEMENT) SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF RECOVERY. You irrevocably waive all other remedies at law or in equity. Without limitation to the foregoing, neither party will be liable to the other for consequential, incidental, punitive, exemplary, or indirect damages. These limitations apply without regard to the cause of any liability or damage for any reason. There are no third party beneficiaries to this Agreement. If any provision of your Agreement is held unenforceable, the remaining provisions shall remain valid. YEP shall have no responsibility for any charges you owe to any prior TPS, and you may not withhold payments to YEP pending any refunds or other settlement of billing from any other TPS.

25. Representations & Warranties. The electricity sold under your Agreement will be supplied from a variety of sources. YEP makes no representations or warranties other than those expressly set forth in your Agreement. YEP expressly disclaims all other warranties, express or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose.

26. Agreement Subject to Change Upon Information Verification. This Agreement is intended solely for small business customers whose maximum registered peak load was less than 25 kW within the last 12 months and with demand of less than 25KW. If it is determined that your demand is greater than 25KW, at YEP's sole discretion, YEP may, upon ten (10) days prior notice require you to sign a new and different form of agreement for large commercial customers before accepting you as a customer or continuing to serve as your TPS.

27. Assignment. You may not assign your Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent

of YEP. YEP may, and you hereby grant your express written consent permitting YEP to (a) transfer, sell, pledge, encumber or assign your Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement or arrangement; (b) transfer or assign your Agreement to any past, present, or future affiliate of YEP or to a party who supplies (or seeks to provide) wholesale power or qualified scheduled entity services to YEP; (c) transfer or assign your Agreement to any person or entity succeeding to all or a portion of the assets or control of YEP; and/or (d) transfer or assign your Agreement to a certified TPS. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof, and after an assignment by YEP, YEP will have no further obligations under this Agreement. This Agreement shall inure to the benefit of, and be binding upon, YEP and your respective successors and permitted assigns.

28. Governing Law. Your Agreement shall be governed by New Jersey law, without regard to its conflict of law principles. The provisions of the Uniform Commercial Code shall apply to your Agreement, and electricity shall be a "good" for purposes of the UCC.

29. Miscellaneous. This Agreement sets forth all understandings between you and YEP, and any prior or contemporaneous representations, understandings, price quotes, and inducements are fully merged into and superseded by this Agreement. The terms of this Agreement shall survive any cancellation, termination or expiration of this Agreement at least until all of such meter(s) are either switched from YEP or disconnected and until your balance and all amounts outstanding are paid in full. All terms of the Agreement which must, in order to give full force and effect to the parties' rights and obligations, survive the cancellation, termination or expiration of this Agreement, shall so survive, including without limitation your payment obligations. No waiver by any party of any default by the other in the performance of any of this Agreement's terms will be construed as a waiver of any other default. Any changes to the Agreement must be set forth in a signed writing. If any provision of this Agreement is held to be invalid by a court or a regulatory body, such provision shall be construed, as nearly as possible, to reflect the parties' intentions with the other provisions remaining in full force and effect.

30. Notices. All notices or consents hereunder must be in writing (including fax) and sent to YEP Energy at the address or fax number in Section 32.

31. Title and Risk of Loss. You acknowledge that YEP does not have care, custody, or control of your property or premises, or of any electrical facilities, including but not limited to lines, wires, or the meter, located on or near your property or premises. You shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity at and after receipt at the meter(s). Title to electricity and risk of loss and liability related to electricity shall transfer from YEP to you at such meter(s). Title to the electricity will pass from YEP to you when it is delivered to your LDC's delivery point. YEP will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your LDC.

32. Contact and Address Information.

Your Third Party Electric Generation Supplier:

YEP Energy
89 Headquarters Plaza North, #1463 | Morristown, New Jersey 07960
Toll Free: 1-855-363-7736 | Fax: 1.855.204.7736
www.yepenergyNJ.com
YEP's Hours of Operation: Monday - Friday 7:30am to 4:30pm, EST (not open on holidays)

The New Jersey Board of Public Utilities Division of Consumer Relations:

Toll Free: 1800.624.0241
<http://www.state.nj.us/bpu/>

For emergencies or other inquiries relating to your service, such as a power outage, please call your LDC:

Public Service Electric & Gas:

Emergencies: 1800.880.7734
Customer Service: 1800.436.7734

33. Budget Billing and Payment Plans. We do not offer budget billing or payment plans unless we otherwise agree in writing or are otherwise required by applicable law to do so.