

ABN Energy LLC
700 Rockaway Turnpike, Suite 305
Lawrence, N. Y. 11559
Toll Free: 855.226.3637 Fax: 516.619.0489

SALES AGREEMENT

CUSTOMER INFORMATION	
Customer Name:	Telephone
Contact Name:	Fax
Main Address:	Email
Utility Name: commodity: Electric	Utility Name: commodity: gas
Service Address: Utility Account No:	Service Address: Utility Account No:
Tax Exempt Status: Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Exempt <input type="checkbox"/> <i>If exempt, must attach certificate</i>	
Starting Date:	
CUSTOMER DISCLOSURE STATEMENT	
Price: Variable	Fixed, Variable or Index
How price is determined	Electric Fixed Price _____per/kWh Gas Fixed Price _____ Dth Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and ABN's costs, expenses and margins. Electric Variable Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and ABN's costs, expenses and margins Index price is described in Section 3 of this Agreement
Length of the agreement and end date	For Variable Rate service the Term is 30 days and for Fixed Rate Service it is 12 months. For more details See Section 2-Term.
Process customer may use to rescind the agreement without penalty	A residential Customer may rescind by calling the toll free number within 3 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	No early termination fee for variable rate service. If fixed rate service the projected amount of natural gas and/or electricity to be consumed by you for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which ABN can sell such gas and/or electricity following the termination; However, for all residential customers and commercial customers solicited through door-to-door marketing, the ETF will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances
Provisions for renewal of the agreement	After Initial Term, unless otherwise agreed to, renews on a month to month basis at a variable rate methodology until terminated by either party. For more details see Section 2 - Term.

ABN Energy, LLC

For: Customer

_____ **Date**

_____ **Date**

By: _____

By: _____

Title: _____

Title: _____

1. Agreement to Sell and Purchase Energy. This is an agreement between ABN Energy, LLC ("ABN"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with ABN (the "Agreement"). Subject to the terms and conditions of this Agreement, ABN agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by ABN, necessary to meet Customer's requirements based upon consumption data obtained by ABN or the delivery schedule of the Local Distribution Utility (the "LDC"). ABN is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by ABN or the LDC's delivery schedule. The LDC will continue to deliver the natural gas and/or electricity supplied by ABN.

2. Term. For Variable Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to ABN is deemed effective by the LDC, and shall continue for 30 days thereafter (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the "Renewal Term"). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

For Fixed Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to ABN is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, ABN will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or ABN may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a [] variable price which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and ABN's costs, expenses and margins; [] NYMEX plus \$_____ adder that varies each month or [] a fixed price of _____ per Dth plus, in each case, all applicable taxes. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price which shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and ABN's costs, expenses and margins; or [] a fixed price of _____ per kWh, plus in each case, all applicable taxes.

For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption. If there is a material adverse change in the business or financial condition of Customer (as determined by ABN at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, ABN may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if ABN terminates this Agreement due to Customer's breach, the Customer shall pay ABN, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by ABN of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages. Notwithstanding the foregoing, for all residential customers and commercial customers solicited through door-to-door marketing, the early termination fee will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.

ABN will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either ABN or the LDC, or each of the LDC and ABN may invoice Customer separately. Customer 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"). ABN may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, ABN may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of ABN charges due on any consolidated bill prepared by the LDC for ABN will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ABN. ABN may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or

receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

5. Information Release Authorization. Customer authorizes ABN to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer 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 ABN to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to ABN. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to ABN or by calling ABN at 1.855.226.3637. ABN reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by ABN to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. ABN will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to ABN. A residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting ABN at 1.855.226.3637 or the 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: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

7. Cancellation. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting ABN at 1.855.226.3637 or in writing. Customer is liable for all ABN charges until Customer returns to the LDC or goes 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.

8. Agency-Gas. Customer hereby designates ABN as agent to; (a) arrange and administer contracts and service agreements between Customer and GER and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by ABN to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. ABN as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by ABN to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. ABN agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency-Electric: Customer hereby designates ABN as agent to; (a) arrange and administer contracts and service agreements between Customer and GER and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. ABN as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the NYISO ABN load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and ABN agree that title to, control of, and risk of loss to the natural gas supplied by ABN under this Agreement will transfer from ABN to Customer at the Sales Point(s).

10. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and ABN. ABN makes no representations or warranties other than those expressly set forth in this Agreement, and ABN expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ABN will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but ABN does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of ABN ("Force Majeure Events") may result in interruptions in service. ABN will not be liable for any such interruptions caused by a Force Majeure Event, and ABN 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 LDC (including, but not limited to, a facility

outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond ABN's control.

12.Liability. The remedy in any claim or suit by Customer against ABN will be solely limited to direct actual damages (which will not exceed the amount of Customer's 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 ABN or Customer 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.

13.ABN Contact Information. Customer may contact ABN's Customer Service Center at 1.855.226.3637, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to ABN at: ABN, 70 Rockaway Turnpike, suite 305, Lawrence, N. y. 11559.

14.Dispute Resolution (Residential). In the event of a billing dispute or a disagreement involving ABN's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact GER by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving ABN's service, Customer should contact ABN's Customer Service Center as provided above. Customer 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 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

15.Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

16.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 ABN's net income, shall be paid by Customer, and Customer agrees to indemnify ABN and hold ABN harmless from and against any and all such taxes.

17.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, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, ABN shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

18.Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel. Customer should then call GER at: 1.855.226.3637.

19.Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Customer and ABN have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.