



New Jersey Sales Agreement for Purchase of Electricity Starion Secure Plan

NJ License # EA-11-32

Terms of Service

Starion Energy PA, Inc. ("Starion") is licensed by the New Jersey Board of Public Utilities (NJBP) to offer and supply electric generation and related services in New Jersey. Our license number is ESL-0119. We set the generation prices and charges that you pay. The NJBP regulates distribution prices and services charged by your local utility company, Public Service Electric & Gas (PSE&G), Jersey Central Power & Light (JCP&L), Atlantic City Electric (ACE) or Rockland Electric Company (REC), hereafter collectively referred to as the Local Distribution Company (LDC).

(1) Agreement to Purchase Energy: This is an agreement between Starion Energy PA, Inc. ("Starion" or "we") and you ("Customer" or "you") to initiate your electricity service and begin your enrollment with Starion (the "Agreement"). Subject to the terms and conditions set forth in: (1) the Agreement; (2) the Third Party Verification ("TPV"), if applicable; and (3) your Starion Welcome Letter, Starion agrees to sell and deliver, and you agree to purchase and accept the quantity of electricity, as estimated by Starion, necessary to meet your requirements based upon consumption data obtained by Starion or the delivery schedule of the LDC. You understand that the price charged by Starion for electricity supply services under this Agreement is the commodity price for electricity, and does not include any applicable taxes, utility charges, or other utility fees or charges. The prices for electricity supply services are not regulated by the NJBP. This Agreement authorizes Starion to change your current electric supplier in the territory of your LDC. Starion will supply the electricity to your LDC and the LDC will then deliver the electricity to your service location. You acknowledge that switching to Starion (or another competitive supplier) is not mandatory, and that you have the option of remaining with your LDC for basic generation service.

(2) Price: Unless otherwise agreed to in writing, the price per kilowatt hour ("kWh") for all electricity sold under this Agreement will be the price indicated for purchase of electricity in this Agreement as confirmed by your Welcome Letter. This is a Starion Secure Plan. Your fixed price will be as stated at sign up during the time period specified in your TPV and/or Starion Welcome Letter (the "Initial Term"). If applicable, as stated at sign up, there is a monthly Account Management fee of \$9.97. *Following the Initial Term, your price will be Starion's month to month variable price based upon Starion's Variable Price Methodology. Starion's Variable Price Methodology calculates your bill each month by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used in each billing cycle, and adding to the product of (i) and (ii) and an Account Management fee of \$9.97, if applicable, as indicated in your TPV and Welcome Letter.*

Your price does not include, and you are required to pay, any applicable New Jersey sales tax or local tax. Your price does not include LDC charges. Payment will be due and payable as specified in the bill you will receive from your LDC. Your variable price shall be calculated monthly and shall 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 Starion's costs, expenses and margins. You can find our current variable price by calling us at 800-600-3040.

(3) Billing: You will continue to receive one monthly consolidated bill from your LDC for the electric generation and other services provided by Starion and the distribution and other services provided to you by your LDC, each with taxes thereon. The LDC will set your payment due date and payment address. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the LDC's billing policies and procedures. Upon your nonpayment of a bill rendered by the LDC, the LDC may switch you from consolidated billing to dual billing, where you will receive one bill from the LDC for distribution and related charges and one bill from Starion for electricity supply service and related charges. If the LDC switches you from consolidated to dual billing, Starion reserves the right to terminate this Agreement without penalty. If you are making payments directly to Starion, a \$20.00 fee per account may be assessed by Starion for any payment returned due to insufficient funds. Bills rendered by Starion under dual billing that are not paid in full within 15 days of the billing date will incur a FINANCE CHARGE on those amounts. The FINANCE CHARGE will be computed by multiplying each unpaid amount by a Monthly Rate of 1.5% which is equivalent to an ANNUAL PERCENTAGE RATE (A.P.R.) of 18% for each month the charge remains unpaid after the first 30 days. In no event will the FINANCE CHARGE exceed the maximum allowed by law, and any amounts collected in excess of the maximum allowed by law will automatically be applied as a credit toward payment of services provided by Starion. You agree that if Starion hires an attorney or collection agency to collect the amounts you owe, you will pay Starion's reasonable attorney and/or collection agency fees together with all court costs.

(4) Term: Starion will begin to provide electric generation service to you on the date the LDC sets after receiving Customer's enrollment, which may take one to two billing cycles. Service with Starion will always start and end on your LDC scheduled meter read date and according to your stated term. Service under this Agreement shall commence as of the date your enrollment with Starion is deemed effective by your LDC and continue through the Initial Term specified in your TPV and/or Welcome Letter. Thereafter, the term of your service shall be then month to month. While receiving service on a month to month basis, either you or we may terminate this Agreement and cancel your service without penalty.

(5) Renewal: You will receive a renewal notice in writing not less than thirty (30) days prior to the end of the Initial Term or any renewal term explaining your option to accept or reject the renewal terms.

(6) Termination by Customer: You may cancel your service at any time by contacting Starion at 1-800-600-3040, Monday through Friday between 9:00AM and 5:00PM, EST. You may also cancel in writing to Starion Energy PA, Inc., P.O. Box 845, Middlebury, CT 06762, or via e-mail at cancel@starionenergy.com. If you terminate this Agreement prior to the expiration of the Initial Term, there will be a \$100 early termination fee. You will not be assessed a termination fee if you give Starion 48 hours advance notice of your termination this Agreement because (a) you are relocating outside of your LDC's franchise area, (b) you have been disabled and are unable to pay for Starion's services and/or (c) the customer of record has died. The discontinuance of service will be determined based on the customer's utility meter-read cycle and the applicable tariffs.

(7) Termination by Starion: Starion reserves the right to terminate this Agreement for any reason upon 45 calendar days' advance written notice to you at the Service Address indicated in the TPV or Welcome Letter, as applicable. If Starion terminates this Agreement early, Customer will be returned to the LDC unless Customer chooses another electricity supplier. The effective termination date will be on the next applicable meter read

date after the 45-day period has expired as set forth in the LDC's tariff and applicable New Jersey law. The sole and exclusive remedy available to Customer upon early termination by Starion will be a refund of any overpayment for electric generation supply services. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective, including applicable late fees, as per "Billing" noted above.

(8) Customer Information Release Authorization: By entering into this Agreement, you authorize Starion and our agents to obtain and review information regarding your credit history from credit-reporting agencies, and to obtain your information from the LDC concerning your account that includes, but is not limited to: billing history, payment history, account number, historical and future electricity usage, meter readings and characteristics of your electricity service. You may rescind this authorization at anytime by contacting Starion. Starion will not release your confidential information without your consent.

(9) Limitation of Liability: Starion's liability in connection with this Agreement shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

(10) Representations and Warranties: STARION MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(11) Binding Effects; Assignment: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent and any purported assignment without such consent shall be void. We may assign our rights and obligations under this Agreement to an affiliate of Starion or to another competitive electricity supplier licensed to do business in New Jersey.

(12) Force Majeure: Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of such interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees, on terms it deems unfavorable.

(13) Other Provisions: This Agreement, together with the TPV and Welcome Letter, sets forth the entire agreement between you and Starion for the purchase and sale of electricity service and supersede all prior agreements, whether written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and us. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by New Jersey law. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant.

(14) Rescission: After executing this Agreement, you will receive a Confirmation Notice that confirms your selection of Starion to serve as your retail electric supplier. Within seven (7) calendar days from the date of the Confirmation Notice, you will have the right to rescind this Agreement without fees or penalties of any kind. You may exercise your right to rescind this Agreement by contacting your LDC to cancel within seven (7) calendar days from the date of the confirmation. This Agreement will be legally binding on you until this seven (7) calendar day period has expired and you have not, directly or indirectly, rescinded your selection of Starion.

(15) Dispute Resolution: Please contact Starion Customer Service at P.O. Box 845, Middlebury, CT 06762 or toll free at 1-800-600-3040 to answer questions or resolve any disputes regarding this Agreement. You may also contact Starion via email at info@starionenergy.com. You may call the NJBPU if you are not satisfied after discussing your question or dispute with us. The NJBPU can be reached toll free at 1-800-624-0241.

(16) Emergency and Contact Information: In the event of an emergency, such as a power failure or a downed power line, you should call your LDC as follows:

PSE&G	877-436-7734
JCP&L	888-544-4877
ACE	800-833-7476
REC	877-434-4100

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