

PENNSYLVANIA CUSTOMER TERMS AND CONDITIONS

Public Power, LLC ("Public Power") is a supplier of retail electricity to customers in Pennsylvania. Public Power is licensed in Pennsylvania by the Pennsylvania Public Utility Commission ("PUC"), as an Electric Supplier (License #A-2009-2143245) and is certified by the Federal Energy Regulation Commission. Public Power sets the generation price and charges that customer pays for electricity. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices. The Utility will continue to read your meter and bill for electricity and distribution services.

Billing: If the Customer meets the requirements for the Electric Distribution Company ("Utility") consolidated billing program, the Customer will receive one bill from the Utility where the Customer's Public Power supply charges will be listed separately from the Utility's delivery charges.

Price:

Fixed Rate: If Customer has selected a fixed rate, the Rate per kWh for each billing cycle during the Term, will be as indicated on the Enrollment Form, Telephone Verification Script, or within the Welcome Letter. This Rate means the energy price, including generation, ancillary services, administration, congestion fees, losses, reserves, margin and other miscellaneous charges.

Variable Rate: If Customer has selected a variable rate, the Rate assigned to each individual account will be established each month, based upon such factors as load ratio, energy market pricing, transmission costs, utility charges and other market price related factors. The rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. The monthly rate may be higher or lower than the Utility price in any given month. The Rate does not include taxes, regulated charges from the utility, transmission and distribution charges, Customer account fees, and other Utility transition charges.

Term: The initial Term of this Agreement is as indicated on the Enrollment Form, Telephone Verification or within the Welcome Letter and will begin from the date of service as determined by the utility. If Customer has selected a fixed term agreement that is longer than three months and it is approaching the expiration date, Public Power will send Customer advance written notices at about ninety (90) days and sixty (60) days before the expiration date. Unless Customer terminates the Agreement at least thirty (30) days before the end of the term, the Agreement will automatically renew in accordance with the renewal terms and conditions. Public Power will explain your options to you in these three advance notifications. Cancellation must be in writing and delivered to Public Power, LLC, 39 Old Ridgebury Rd, Suite 14, Danbury CT 06810.

Information Release Authorization: Customer authorizes Public Power to obtain and review information regarding the Customer's credit history from credit reporting agencies and Customer's consumption history, billing determinant, and credit information from the utility. This information may be used by Public Power 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. The Enrollment Confirmation shall be deemed to represent Customer's authorization for the release of this information to Public Power. This authorization will remain in effect during the Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Public Power, or calling Public Power at 888-354-4415. Public Power reserves the right to cancel this Agreement on fifteen (15) calendar days notice in the event Customer rescinds such authorization.

Right of Rescission: Under PUC rules, a customer with a maximum demand of 500 kilowatts or less has three (3) business days following Utility's notification of a change in supplier to provide to the Utility with written notice that the Customer is electing to rescind, without charge, penalty or liability, the decision to select Public Power as its electric energy supplier. To rescind this agreement within the rescission period, contact Public Power at 888-354-4415.

Dispute Resolution: Public Power is available at 888-354-4415 to help with questions or concerns regarding the Customer's account. If Public Power is unable to resolve the matter, the PUC can be contacted at 800-692-7380. Customer may also contact by mail the PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105, or online at <http://www.puc.state.pa.us/>

Estimated Meter Readings: The Utility may estimate the Customer's usage under regulations set by the PUC. The Utility must take an actual reading at least every other billing cycle and its procedure for estimated readings must be approved by the PUC. The bill will clearly indicate if it is an estimated reading by use of the word "ESTIMATE" on the bill, in close proximity to the estimated amount.

Basic Service Availability: Under Pennsylvania law, you have the right to basic service from the Utility. Basic service is power supply you receive from your distribution company, rather than buying electricity directly from a supplier. The price for default service is variable, and will therefore change based on the market price for electricity. All customers are eligible to receive basic service at any time, and may stay with this service indefinitely, though it may not be the most cost-effective means of buying electricity. If this agreement is terminated prior to the end of the initial Term you may be subject to termination penalties outlined below.

Termination of Service: Public Power may terminate service to the Customer for a Customer Event of Default. The Customer will then receive energy service from the Utility or will be given an opportunity to choose a different energy provider. The Customer will be responsible to pay for energy consumed prior to service termination.

Early Termination Fee: If Customer has selected a fixed rate program and terminates this Agreement after the rescission period and before the end of the Term, there is an Early Termination Fee of \$75. If Customer has selected a variable rate program, the early termination fee does not apply.

Disconnection of Service: Only the local Utility has the ability to disconnect the Customer's service. Failure to make full payment of the charges due hereunder will be grounds for disconnection in accordance with PUC rules on the termination of service to non-residential customers.

Events of Default: An Event of Default shall mean (i) the failure to make, when due, any payment required under this agreement, (ii) the failure to take electric supply when delivered under the terms of this agreement if such failure is not cured within ten (10) business days after giving written notice, (iii) significant downgrading of Customer's credit rating since the Effective Date of this agreement, (iv) if Customer files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed for twenty (20) days after such filing, or (v) the customer is unable to pay its debts as they are due and such inability is not cured within ten (10) business days after giving written notice as defined herein.

Remedy for Customer Event of Default: In the event of a Customer Event of Default, Public Power has the right to terminate this agreement in accordance with the Termination of Service provision.

Collection of Past Due Charges: Public Power will pass through to the Customer all charges related to the collection of past due charges, including, but not limited to, collection agency fees, legal and court fees, and account termination fees.

Electric Emergencies and Power Quality: The Utility will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. The Customer will hold Public Power harmless in the event of a loss of power caused by any entity other than Public Power. If the Customer has an electrical emergency, power outage or reduction in power quality, the Customer should contact the Utility at its emergency number.

Notices: All Notices and similar correspondence will be in writing and delivered as specified in this agreement to both the Customer and to Public Power, as applicable, by regular mail, electronic mail, courier, or facsimile. Notice will be effective upon either confirmation of receipt by the person to whom it is addressed or when delivery is confirmed by the carrier, whichever is earlier.

Assignment: The Customer may not assign its interest in and obligations under the Agreement without the express advance written consent of Public Power. Public Power may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the PUC rules and procedures, if any, governing such transactions.

Publicity: Public Power shall be entitled to disclose and publicize the identity of Customer as a client of Public Power and display Customer's logo on its website or other marketing material.

Force Majeure: Force Majeure means an event or circumstance not reasonably within the control of or due to the negligence of Public Power, including without limitation acts of God, accidents, strikes, labor disputes, required maintenance work, inability to access the Utility system, nonperformance by the Utility, cuts to service lines, changes in laws, regulations or practices and procedures of any governmental authority or any other cause beyond the reasonable control of Public Power. Public Power will endeavor in a commercially reasonable manner to provide service, but cannot guarantee a continuous supply of electrical energy. Force Majeure events may result in interruptions in service to the Customer. Public Power does not produce, transmit or distribute electricity provided to the Customer under this agreement and therefore will not be liable for any damages whatsoever for such interruptions in service.

Limitations of Liability: Liability for damages not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary, or indirect damages. These limitations apply without regard to the cause or responsibility of any liability or damage.

Indemnity: Each party to this agreement shall indemnify, defend and hold harmless the other from and against any claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party.

Representations and Warranties: The electricity supplied by Public Power under this agreement will be purchased from a variety of sources. Public Power makes no representations or warranties other than those expressly set forth in this agreement, Public Power expressly disclaims any warranties, expressed or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose.

Entire Agreement: The signed agreement, including these Terms and Conditions, constitute the entire agreement for the purchase of electric energy supply between the Customer and Public Power. This agreement takes the place of any and all prior agreements and understandings, oral or written, regarding Public Power supplying electric energy to the Customer.

Supplier:	Public Power, LLC Hours 8:00 a.m. –5:00 p.m. 888.354.4415 www.ppandu.com
Utility Company:	PPL, www.ppelectric.com , 800.342.5575 827 Hausman Rd. Allentown PA 18104
	PECO, www.peco.com , 800.494.4000 2301 Market Street, P.O. Box 8699, Philadelphia, PA 19101
Public Utility Commission:	888.782.3228
Universal Service Program:	888.460.4332