



Schedule A: Transaction Confirmation – Commercial

Customer Information			
Company Name:		DBA:	
Contact Name:		Email:	
Company Address:			
Phone:		Fax:	
Billing Information			
Attn:		Email:	
Phone:		Federal Tax ID:	
Invoice Type: Summary Individual		Delivery Preference: Email USPS	
Payment Method (select one): ACH Check		Language:	
Authorized Representatives: Authorized to make transactional and contractual changes to enrolled accounts.			
Name (1):		Title (1):	
Phone (1):		Email (1):	
Name (2):		Title (2):	
Phone (2):		Email (2):	
Product Information			
Product Name: Fixed Price			Contract Price (¢/kWh):
Contract Term (mths):	Usage Variance: Full Swing	ETF Amount (\$): See TOS	Payment Terms: Utility Bill
Contract Price is (check 1): Inclusive of Sales and Use Tax		Exclusive of Sales and Use Tax	
Contract Price is Inclusive of the Following			
Energy, Line Losses, Ancillary Services, Renewable Portfolio Standards (RPS), Capacity Costs, and Transmission Costs			
The Following Components Will Be Passed Through Without Markup			
EDU Delivery Charges, EDU discretionary charges or non-recurring charges, All applicable Taxes (unless specifically checked as "Inclusive" in Product Information)			
Service Information			
Calculation: Contract Price times metered kWh plus the cost of applicable pass-through items as detailed above.			
Delivery Period: Service is provided per meter according to start and end dates on Schedule B. Utility may change meter schedules at their discretion. APG&E does not guarantee service on Estimated Start Date per Schedule B.			
Agreement			
By my signature below (facsimile signature accepted as if it were an original), I am authorizing AP Gas & Electric (NJ), LLC ("APG&E" or "Seller") to use information provided in this form to perform the necessary tasks to establish new service or switch to APG&E. I acknowledge that I have read and understand the Schedule A, Schedule B, Terms of Service, and any Addendum(s), herein, collectively the "Agreement", and hereby agree to be obligated by the terms and conditions as set forth. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. I understand that if I cancel this Agreement prior to the contractual obligation ending, I will be assessed an Early Termination Fee ("ETF") in accordance with the terms of this Agreement. I further understand that I may be working with an independent agent that is not an employee of APG&E and is not granted any right, authority, or responsibility expressed, implied, or apparent to act on behalf of or in the name of APG&E.			
CONTRACT ACCEPTANCE SUBJECT TO MARKET CONDITIONS AND FINAL APPROVAL BY APG&E.			
Authorized Customer Representative			
Signature:		Printed Name:	
		Title:	
Date (MM/DD/YY):		Reference ID (if applicable):	

Terms of Service: The following are the Terms of Service for this Agreement between APG&E and Customer for the purchase of electricity.

1. Agreement to Purchase Energy: APG&E is certified as a REP by PUC and is not affiliated with any Utility. Customer hereby appoints APG&E as its limited agent for the purpose of acquiring the supplies necessary to meet its electricity needs. Delivery of electricity to Customer's Service Locations and maintenance of the electric delivery system is performed by Utility. PUC regulates distribution prices and services. FERC and ISO/RTO regulates transmission prices and services. APG&E agrees to sell, and Customer agrees to purchase and accept the quantity of electricity necessary to meet Customer's requirements based upon consumption data obtained by APG&E or the delivery schedule of Utility.

2. Eligibility: This Terms of Service is applicable to Medium Commercial, Mercantile, or Large Commercial meters, as defined herein, but all Customers who enter into this Agreement are bound by its terms.

3. Enrollment: This Agreement shall be effective upon return of Customer-signed Agreement to, and acceptance by, APG&E. APG&E will use commercially reasonable efforts to commence service on the next available meter read date on or after Start Date.

4. Term: The Initial Term shall commence on the date Utility switches service to APG&E and will continue for the number of months thereafter as indicated by Contract Term selected on Schedule A. APG&E will provide Customer at least thirty (30) calendar days' notice in advance of the end of Initial Term. For Customers returning to Utility service or switching to another REP at the end of Initial Term, it may take up to sixty (60) days for Customer's accounts to be returned to Utility depending on Utility switching procedures, and Customer is responsible for all APG&E supply charges until Customer returns to Utility or switches to another REP. A final bill will be rendered after the final meter reading. Upon completion of the Initial Term, if Customer does not provide consent to renewal terms, this Agreement will automatically renew, and Customer shall continue to receive electric service from APG&E at a month-to-month variable Holdover Rate, until Customer renews with APG&E or switches to another REP or back to Utility. If Customer automatically renews on Holdover Rate, Customer may terminate at any time without penalty. If Customer terminates without selecting another REP Customer will be returned to the Utility. Customer may obtain the previous 24 months' average monthly billed Holdover Rates by visiting www.apge.com or calling APG&E (toll-free). Historical pricing is not necessarily indicative of present or future pricing.

5. Blend and Extend: At any point during this Agreement Customer may request that APG&E calculate an offer to change Customer's Contract Price based on a weighted average of the Contract Price in this Agreement and a

mutually agreed price for an agreed extension to Initial Term ("Blend and Extend").

6. Metering and Measurement: Customer and APG&E accept the quantity, quality, and measurement determined by Utility providing delivery service to Service Locations, for purposes of accounting for electricity supplied under this Agreement, in accordance with the terms of the applicable tariff for retail delivery service.

7. Switching to APG&E: Utility may, at its discretion, charge a fee to switch Customer to APG&E. This charge will be passed through to Customer at cost.

8. Rate Plan: Customer's Product Information and Contract Price are set forth in Schedule A to this Agreement.

9. Energy Usage Variance: If Energy Usage Variance in Schedule A is **Full Swing** then Customer's Energy Usage for Service Locations identified by Schedule B is not subject to an Energy Usage Variance Charge at any usage level. If Energy Usage Variance in Schedule A is a percentage then Energy Usage Variance, positive or negative, up to that percentage is not subject to an Energy Usage Variance Charge.

10. Distributed Energy Resources and other changes expected to impact Energy Usage: For the Service Locations covered by Schedule B to this Agreement, Customer warrants the following, and that any such misrepresentations, or failures to do so, represents a breach of this Agreement: (i) Customer does not own or operate any Distributed Energy Resources ("DER"), including photovoltaic panels, or thermal storage capabilities (except for emergency back-up generation used when Customer's Utility is incapable of delivering electricity) and has no current plans to purchase DER; (ii) Customer is not aware of any planned events or changes that will significantly impact the level or hourly distribution of future Energy Usage; and (iii) if Customer intends to purchase DER or becomes aware of any events or changes over the course of this Agreement that will significantly impact the level or hourly distribution of future Energy Usage, Customer will provide APG&E with at least sixty (60) calendar days' prior written notice.

11. Credit Requirements: APG&E may use credit reporting agencies to document and evaluate Customer's credit and/or payment history. At the discretion of APG&E and to the extent allowed by law, APG&E may require a deposit from Customer or refuse service in accordance with PUC rules and regulations. However, in no event shall APG&E require security from Customer in excess of one-fifth (1/5th) of Customer's estimated annual billing.

12. Deposits: APG&E may require an additional deposit from Customer if Customer has two (2) or more late payments or has had one (1) Disconnection of Service in the previous twelve (12) months. Service may be disconnected or

ELECTRICITY TERMS OF SERVICE – COMMERCIAL

terminated if a deposit is not paid within (10) days of any request for deposit. APG&E will apply any deposit held plus accrued interest, calculated at the rate approved by PUC, to the outstanding balance on the account's final bill or to the account's current balance when all of the following are satisfied: (i) Customer has paid bills for service for twelve (12) consecutive billings without having service disconnected for nonpayment and has not on more than two (2) occasions been delinquent; and (ii) the account is current. APG&E may disconnect service with or without prior written notice in accordance with PUC rules and regulations. No such deposit shall be required if the Customer is a governmental entity.

13. Billing: If actual meter readings are unavailable, invoices may be calculated based on estimated meter readings. Once actual meter readings are received, adjustments will be made on a subsequent invoice. Disconnection of electric service will not excuse Customer from paying any outstanding amounts owed to APG&E and Customer will be responsible to pay APG&E for any electricity used prior to Termination of this Agreement as well as any late payment charges. Customer may request up to twenty-four (24) months of billing/payment history without charge no more than twice within a twelve (12) month period. Any additional requests shall result in a fee of \$5.00 per bill period requested. Utility Billed Customers will receive a consolidated bill from Utility for both APG&E and Utility Charges, at the billing intervals used by the Utility. Electricity usage will be measured or estimated by the Utility. Customer acknowledges and consents that Utility may provide APG&E Customer's billing and payment information as part of the billing process.

14. Payment: Customer payment will be due to the Utility by the date specified in the Utility consolidated bill. If Customer fails to pay on time, Customer could be subject to interest, and late charges imposed by Utility, and service could be disconnected. Utility may offer budget, leveled or other payment plans. APG&E does not offer budget billing for the generation portion of the bill. Dual billed or APG&E consolidated billed Customers will receive a monthly invoice from APG&E in either paper or electronic format, or both, as requested. There is no charge for electronic formatted bills or electronic payment. All invoices rendered are due when received and are past due if not paid within sixteen (16) days of the date of the bill ("Due Date"). Late payments, delinquent or past due balances will result in a late payment fee equal to 5% of the month's past due amount. If Customer fails to pay for electric service, the above listed late fees may be applied, and APG&E will have the right to authorize disconnection of Customer's electric service, in lieu of terminating this Agreement. APG&E will notify Customer ten (14) calendar days prior to termination of this Agreement for non-payment. Upon satisfactory correction of the reasons for disconnection, Customer may reinstate electric service and will be charged a \$50 reconnect fee. A \$30 insufficient funds fee per transaction shall be assessed against any transaction not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit card transactions. Customer is responsible for payment

of all electricity consumed at the contracted Service Locations; hence, APG&E may auto-debit Customer's account without notice for any and all final amounts due after the account is in non-active status with APG&E. If a check is returned to APG&E for any reason, APG&E may auto-debit the Customer's account without notice for the amount due plus the \$30 returned check fee.

15. Collections: APG&E reserves the right to automatically charge the credit/debit card and/or checking account for any unpaid balances that are deemed past due and/or in collection status. If Customer's account is referred to a collection company, APG&E reserves the right to bill a fee not to exceed 33% of the amount being collected. If the account is referred for legal action, any and all attorney fees and court costs will be billed to Customer. Customer shall be responsible for any and all fees associated with collecting on any amounts owed to APG&E, including but not limited to any fees charged by the collection agency or other entity.

16. Taxes: Customer will pay all applicable taxes, fees and charges associated with the purchase of electric service under this Agreement. APG&E will not be liable for any taxes not paid by Customer.

17. APG&E Termination Rights: Customer affirms to APG&E that Customer has provided APG&E with the correct and complete Customer name, address and contact information, and Customer does not have any outstanding balance or conflicting contractual obligations with APG&E or any other REP. If there is any evidence that any of these statements are or become untrue, that Customer has withheld pertinent information, or that Customer otherwise provided fraudulent or misrepresented information, APG&E may terminate this Agreement immediately. APG&E may end this Agreement, at no cost to APG&E, if (a) required or allowed by law, (b) Utility is unable to service Customer's Service Locations, or (c) Customer defaults or breaches this Agreement. APG&E will provide Customer (i) at least thirty (30) calendar days' notice of termination under this section, and (ii) at least five (5) calendar days to cure such Customer default or breach of this Agreement. If APG&E terminates this Agreement, Customer must still pay all APG&E charges through the date Customer is switched to Utility or another REP and any applicable ETFs.

18. Customer's Move, Sale or Close Rights: If Customer's total Annual Expected kWh per Schedule B is less than 250,000 kWh it will not be an Event of Default and no Early Termination Fee will be due if Customer discontinues service of any meter prior to expiration of this Agreement, due to the sale or closure of a Service Location, provided Customer provides thirty (30) calendar days' advance written notice to APG&E, a forwarding address, and other evidence as required by APG&E verifying such move, sale, or closure and such move, sale or close occurs no earlier than the Estimated Start Date. If a Medium or Large Commercial Customer, as defined herein, moves to another premise within APG&E's service area, Customer agrees to resume service with APG&E at the new premise.

19. Early Termination: If Customer terminates this Agreement, or drops any meters listed in Schedule B from

ELECTRICITY TERMS OF SERVICE – COMMERCIAL

service, prior to the end of the Initial Term for any other reason, except as expressly provided herein, Customer will be charged an Early Termination Fee ("ETF") for such meters.

20. Early Termination Fee: For Service Locations ETF will be applied as follows:

Annual kWh of Dropped Meters	Early Termination Fee
<100,000	\$50 per unused month
100,001 - 200,000	\$100 per unused month
200,001 - 300,000	\$150 per unused month
300,001 - 400,000	\$200 per unused month
400,001+	\$250 per unused month

For Customers with Annual kWh greater than 500,000, ETF will be equal to the greater of \$250 per unused month or the sum of a commercially reasonable calculation of kWh remaining to be delivered per Schedule B ("Remaining Volume") multiplied by (a) 0.5 cents per kWh plus (b) the greater of (i) 1.0 cent per kWh or (ii) the positive difference, if any, between Contract Price and current market based price for the aggregate load of all Customer Service Locations, plus all applicable taxes, associated costs and reasonable legal expenses related to calculating and collecting such ETFs. ETF shall be immediately due and payable by Customer to APG&E within five (5) calendar days following such Early Termination. Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. If Customer is still under contract with their previous REP that shall not relieve Customer of the obligations under this Agreement and Customer will be responsible for all charges including an ETF. Customer is responsible for payment of all outstanding charges incurred through the date on which the Termination is effected by Utility. APG&E's obligations will end after the meter read date where APG&E is no longer designated as Customer's REP or when Customer's electric service is disconnected by Utility. Customer's obligations under this Agreement will end when the account balance is paid in full, including any ETF.

21. Customer Information Release: Customer's execution of this Agreement shall constitute authorization for APG&E to obtain and review certain information from Customer's Utility, including consumption history. This authorization will remain in effect during Initial Term and any Renewal Term of this Agreement. APG&E will take reasonable steps to protect Customer's personal information as required by applicable law and PUC. APG&E is prohibited from disclosing certain Customer Information (Social Security number, account number(s), phone number, or billing data) without Customer's written consent except as required for APG&E collections and reporting, participating in Universal Service Fund programs, or assigning a Customer's Agreement to another REP.

22. Disputes or Complaints: Customer shall contact APG&E with any questions or concerns. If a dispute arises, APG&E and Customer agree to negotiate in good faith. If negotiations

fail, then APG&E and Customer may by mutual agreement submit the dispute to mediation or may choose to submit the dispute for a final and binding arbitration conducted in accordance with the American Arbitration Association (AAA) by a single arbitrator selected through the procedures of the AAA. Arbitrations shall be held in Harris County, Texas. Medium, Mercantile, and Large Commercial Customers, as defined herein, understand and agree that PUC Customer Protection Rights afforded to residential and Small Commercial Customers are not applicable.

23. Non-Discrimination: APG&E does not discriminate, deny service, or require a prepayment or deposit for service based on a customer's race, creed, color, religion, national origin, ancestry, sex, gender, marital status, sexual preference, age, lawful source of income, level of income, disability, familial status, geographic location, location of a customer in an economically distressed geographic area, receipt of public assistance income, or qualification for low income or energy efficiency services.

24. Change in Law: If Change in Law occurs and creates additional costs to APG&E not currently included in Contract Price or increases the cost components of Contract Price, then such costs may be passed through to Customer. If a Change in Law occurs and APG&E is otherwise prevented or prohibited from (1) carrying out or enforcing this Agreement or (2) passing through such costs, APG&E shall have the right to terminate this Agreement upon thirty (30) calendar days' notice.

25. Force Majeure: "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by Utility or any transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

26. Governing Law and Venue: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas and venue shall be proper in Harris County, Texas. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC. The UCC can be viewed at www.statutes.legis.state.tx.us.

27. Assignment: Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of APG&E. APG&E may without Customer's consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other

ELECTRICITY TERMS OF SERVICE – COMMERCIAL

financial agreement; (b) transfer or assign this Agreement to an affiliate of APG&E; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of APG&E; and/or (d) transfer or assign this Agreement to another REP. Upon any such assignment, Customer agrees that APG&E shall have no further obligations hereunder.

28. Limitations of Liability: FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY. THE BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES AT LAW OR IN EQUITY SHALL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, APG&E'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO EVENT SHALL CUSTOMER OR APG&E BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM A BREACH OF THIS AGREEMENT.

29. Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be

invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

30. Representations and Warranties: UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, APG&E PROVIDES, AND CUSTOMER RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND APG&E SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The electricity sold under this Agreement will meet the applicable Utility's quality standards and will be supplied from a variety of sources. Customer represents and warrants that Service Locations identified as commercial premise(s) on the Schedule B are not residential facilities and that any other meter, which is classified by Utility as residential, is part of a commercial account, and is expressly used for commercial purposes. You further represent and warrant that the Service Locations identified as residential premise(s) on Schedule B are strictly residential facilities.

31. Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of APG&E in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

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

Definitions

- **Agreement** – applicable Schedule A, Schedule B, Terms of Service, and any Amendment(s) or Addendum(s) thereto.
- **Ancillary Services** – costs associated with services necessary to support the transmission of electricity from generating sources to Customer and other ISO costs not otherwise included in any of the defined cost components in this Agreement.
- **Annual kWh** – commercially reasonable calculation or estimate of annualized kWh used or to be used by service location per Schedule B.
- **APG&E** – DBA for contracting entity identified as Seller in Schedule A to this Agreement.
- **Auction Revenue Rights ("ARR") Credits** – revenue credits resulting from the relevant financial transmission rights auctions conducted by ISO.
- **Basis** – difference in price between energy delivered to the hub and Energy delivered to Customer's load zone.
- **Capacity Costs** – Charge for fulfilling the capacity requirements for Customer as imposed by ISO or otherwise.
- **Change in Law** – If during the term of this Agreement, any Governmental Authority, Utility, ISO, PUC, FERC or other regulatory party introduces or changes a law, or makes a change to market structure, tariffs, rates, riders, fees, or customer load profile(s), with respect to the acquisition, sale, delivery, and/or purchase of electricity a Change in Law is deemed to have occurred.
- **Customer** – Buyer as identified in Schedule A to this Agreement. Referred to as Customer, Buyer, or you.
- **Energy** – electrical energy supplied to load zone corresponding to Customer's Service Locations as required to meet Customer's usage requirements. If Energy is listed as passed through on Schedule A such Energy will be settled day-ahead.
- **Energy Usage** – Customer's metered kWh.
- **Energy Usage Variance** – is the amount by which Customer's Energy Usage may surpass or fall short of the monthly expected kWh derived from Schedule B without incurring an Energy Usage Variance Charge.
- **Energy Usage Variance Charge** – is the incremental cost charged to Customer for Energy Usage Variances in excess of allowable Energy Usage Variance per Schedule A.
- **Governmental Authority** – any federal, state, local, municipal or other governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over APG&E or Customer or any transaction contemplated herein.
- **Holdover Rate** – a market-based month-to-month energy supply charge calculated using APG&E costing methodology, that may change with changes in market

ELECTRICITY TERMS OF SERVICE – COMMERCIAL

inputs. There is not a limit on how much the Holdover Rate may change from one billing cycle to the next.

- **Hub Energy** – energy delivered to the commercial energy trading hub corresponding with Customer's delivery point.
- **Initial Term** – the number of Month(s) as specified in Schedule A of this Agreement.
- **ISO/RTO** – Independent System Operators or Regional Transmission Organizations that manage the flow of electricity on the electric grid.
- **Kilowatt (kW)** – a measure of demand for power; 1,000 watts.
- **Kilowatt-hour (kWh)** – the basic unit of measure of electric energy consumption.
- **Large Commercial Customer** – in **Maryland** a non-residential meter with a metered 30-minute demand that equals or exceeds 25kW, energy consumption in excess of 6,000 kWh in any 2 consecutive winter billing months, or 7,500 kWh for a single summer billing month; in **New Jersey** a non-coincident peak demand meter with 50 kW or greater over a 12 month calendar period; in **Pennsylvania** a meter with peak demand 25 kW or greater within the last 12 month calendar period; in **Ohio** a Mercantile Customer.
- **Line Losses** – cost of energy that is lost during transmission from the energy source (generators) to Customer, including Unaccounted For Energy (UFE).
- **Medium Commercial Customer** – a non-residential retail customer with peak demand of 50 kW or greater, but less than 1,000 kW, in the previous 12-month period.
- **Mercantile Customer** – in **Ohio** a commercial or industrial customer if the electricity consumed is for nonresidential use and Customer consumes more than 700,000 kWh per year or is part of a national account involving multiple facilities in one or more states.
- **MW** – a measure of demand for power; 1,000,000 watts.
- **PUC** – Public Utility Commission, the regulatory body in various states.
 - MPSC – Maryland Public Service Commission for the State of Maryland.
 - NJBPU – New Jersey Board of Public Utilities for the State of New Jersey.
 - PAPUC – Pennsylvania Public Utility Commission for the Commonwealth of Pennsylvania.
 - PUCO – Public Utilities Commission of Ohio for the State of Ohio.
- **REP** – Retail Electric Provider. An entity licensed by the PUC to offer and supply electric generation services. Also referred to as Electric Supplier in Maryland, Third Party Supplier or TPS in New Jersey, Competitive Retail Electric Service provider or CRES in Ohio, or Electric Generation Supplier or EGS in Pennsylvania A REP buys wholesale electricity, delivery service, and related services, prices electricity for customers, and sells electricity at retail. Under this Agreement your REP is APG&E.
- **Renewable Portfolio Standards ("RPS") Costs** – means the costs associated with meeting renewable portfolio standards at the levels required by currently applicable law.
- **Small Commercial** – in **Maryland** a non-residential meter that does not meet the definition of a Large Commercial Customer; in **New Jersey** a meter with non-coincident peak demand of 49 kW or less over a 12-month calendar period; in **Ohio** a commercial customer that is not a Mercantile Commercial customer; in **Pennsylvania** a non-residential meter with maximum registered peak load of less than 25 kW over the last 12 months.
- **Taxes** – any and all taxes and fees imposed on purchase or sale of electricity by any Governmental Authority. Customer will be responsible for, pay, and indemnify APG&E for all Taxes hereunder where not already included in Contract Price on Schedule A, whether imposed on Customer or APG&E. APG&E may collect such Taxes from Customer by increasing APG&E's charges for such Taxes.
- **Transmission Costs** – charge for Network Integration Transmission Service ("NITS") and Transmission Enhancement Charges ("TEC"), each as identified in the applicable Open Access Transmission Tariff ("OATT") for the provision of transmission service by ISO within Utility's service territory.
- **Utility** – utility providing facilities for the jurisdictional transmission and distribution of electricity to retail customers. Generally referred to as Local Energy Distribution Utility or **LDU** in Maryland, Local Distribution Company or **LDC** in New Jersey, Electric Distribution Company or **EDC** in Pennsylvania, and Electric Distribution Utility or **EDU** in Ohio.
- **Utility (LDU, LDC, EDC, or EDU) and PUC Charges** – charges or surcharges from a Utility arising from or related to and including but not limited to (i) transmission and distribution of electricity (other than Network Integration Transmission Service), (ii) stranded or transition costs and any other similar types of costs, and (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items.
- **Voluntary Renewable Energy Credits ("RECs")** – renewable energy sold by APG&E will be supplied from a variety of renewable generating sources including but not limited to wind, solar, biomass, or small hydro generators. APG&E will ensure that the appropriate number of RECs are retired to authenticate the amount of renewable energy purchased by Customer.
- **ZEC Costs** – costs associated with "Zero Emission Certificates", issued under legislation passed by relevant Governmental Authority, or designee, representing fuel diversity, air quality, and other environmental attributes of one MWh of electricity generated by an eligible source.

ELECTRICITY TERMS OF SERVICE – COMMERCIAL

CONTACT INFORMATION		
APG&E Contact Information:		APG&E Entity and License #
Customer Service Hours: Mon-Thu 9am-8pm ET / 8am-7pm CST; Fri 9am-6pm ET / 8am-5pm CST; Sat 10am-2pm ET / 9am-1pm CST Phone: 1-877-544-4857 (toll free) E-mail: customer@apge.com 6161 Savoy Drive, Suite 500, Houston, TX 77036 General Office Hours: 8am - 5pm Mon-Fri (CST) Website: www.apge.com		AP Gas & Electric (MD), LLC MPSC Certificate #IR-2231
		AP Gas & Electric (NJ), LLC NJBPU License #ESL-0112
		AP Gas & Electric (NY), LLC NY PSC License # 6023AP
		AP Gas & Electric (OH), LLC PUCO License #12-541E(1)
		AP Gas & Electric (PA), LLC PAPUC License #A-2010-2192731
		AP Gas & Electric (TX), LLC PUCT License #10105
EMERGENCY SERVICE: In the event of an electric outage, service interruption, or other emergency, the Customer should immediately contact the local Utility, listed below.		
State of Maryland		
Baltimore Gas and Electric Company (BG&E) 750 E. Pratt St., Baltimore, MD 21202 1-800-685-0123 www.bge.com Potomac Edison 10802 Bower Ave, Williamsport, MD 21795 1-888-544-4877 www.potomacedison.com Potomac Electric Power Company (PEPCO) 701 Ninth St. NW, Washington, DC 20068 1-877-737-2662 www.pepco.com		Maryland Public Service Commission ("MPSC") Phone (toll free): 1-800-492-0474 Monday through Friday 8am-5pm In writing: William Donald Schaefer Tower, 6 St Paul St., 16th Floor, Baltimore, MD 21202 www.psc.state.md.us
State of New Jersey		
Atlantic City Electric 1-800-642-3780 www.atlanticcityelectric.com Jersey Central Power & Light 1-800-662-3115 www.firstenergycorp.com Public Service Electric & Gas 1-800-436-7734 www.pseg.com Rockland Electric Company 1-877-434-4100 www.oru.com		New Jersey Board of Public Utilities ("NJBPU") Phone: 1-800-624-0241 In writing: New Jersey Board of Public Utilities, Division of Customer Assistance, 44 South Clinton Street, 9th Floor, Post Office Box 350, Trenton, NJ 08625-0350 Website: www.nj.gov/bpu
State of Ohio		
Ohio Edison 1-800-633-4766 Cleveland Electric Illuminating 1-800-589-3101 Toledo Edison 1-800-447-3333 Cincinnati Gas & Electric/Duke Ohio 1-800-544-6900 AEP Ohio Power/Columbus 1-800-277-2177 Southern 1-877-468-8243 Dayton Power & Light		Public Utilities Commission of Ohio ("PUCO") Phone: 1-800-686-7826 (toll free) 8am – 5pm weekdays; Hearing or speech impaired customers: 7-1-1 (Ohio relay service) http://www.puco.ohio.gov Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. Phone: 1-877-742-5622 (toll free) 8am-5pm weekdays Website: www.pickocc.org
Commonwealth of Pennsylvania		
EDC Phone Number USP Number Duquesne Light 1-412-393-7100 1-412-393-7100 Met-Ed 1-888-544-4877 1-800-207-9276 PECO 1-800-841-4141 1-800-494-4000 Penelec 1-888-544-4877 1-800-207-9276 PP&L 1-800-342-5775 (option 1) 1-800-342-5775 West Penn Power 1-888-544-4877 1-800-207-1250		Pennsylvania Public Utilities Commission ("PUC") Phone: 1-800-692-7380 In writing: PO Box 3265, Harrisburg, PA 17105-3265 Consumer's Dictionary for Electrical Competition PAPowerSwitch www.puc.state.pa.us/consumer_info/electricity



Direct Debit Authorization

PLEASE RETURN EXECUTED DOCUMENT TO:
customer@apge.com, or FAX: 888-456-2085, or by Mail:
APG&E, 6161 Savoy Drive, Suite 500, Houston, TX 77036

This written authority is to remain in full force and effect until APG&E and depository named below have received written notification from either party of its termination in such time and in such manner as to afford APG&E and depository named below a reasonable opportunity to act upon it.

New Authorization

This is a change to an existing Authorization

Customer Name:	Date:
LDC/ESI-ID or Account No(s):	
Signature 1:	Printed Name:
Signature 2 (if joint account):	Printed Name:
Email Address:	Phone No:

I (we) hereby authorize APG&E to initiate debit entries to my (our) Checking or Credit Account indicated below and the depository named to debit the same such account.

Method of Direct Debit: Checking Account* Credit Card (Visa, Master Card or Discover)

Name on Checking Account:	Bank Name:
Transit Routing No:	Bank Account No:
Billing Address for Checking Account:	City, State and Zip:

Name on Credit Card (Master Card or Visa) :	Credit Card No:
Expiration Date:	CID (Validation Code on back of card)
Billing Address for Credit Card:	City, State and Zip:

***PLEASE INCLUDE COPY OF VOIDED CHECK FOR ELECTRONIC FUNDS TRANSFER**



Proxy Meter Usage Form – Commercial

	Meter #1	Meter #2
1. Business Name		
2. ESI ID / LDC #		
3. Is this meter active? If not, please answer a. & b.:	Yes / No	Yes / No
a. Service Start Date		
b. Date usage expected to reach 100%		
4. Type of operation(s) behind the meter.	Apartment Complex Manufacturing Warehouse (non or refrigerated) Retail Religious Grocery Convenience Hotel or Motel Office Restaurant Clinic Hospital Car Wash Health Club Other: _____	Apartment Complex Manufacturing Warehouse (non or refrigerated) Retail Religious Grocery Convenience Hotel or Motel Office Restaurant Clinic Hospital Car Wash Health Club Other: _____
5. Are we serving a meter with similar consumption? (If YES, please provide the ESI ID/LDC #)	Yes / No	Yes / No
6. Please note the current status of the space.	Under Construction Vacated Occupied % of full capacity	Under Construction Vacated Occupied % of full capacity
7. Square footage of facility		
8. Days and Hours of Operation		
9. Is the space air conditioned?	Yes / No	Yes / No
10. Any special equipment/machines?	Yes / No	Yes / No
A. If yes, please note type here		
11. Estimated annual kWh usage		
12. Estimated peak kW		
13. Electric / Gas Heat		

Is there anything else unique about the load that you would like to note? Please do so below:

SALES TAX

FORM ST-4

ELIGIBLE NONREGISTERED
PURCHASER: SEE INSTRUCTIONS **

PURCHASER'S NEW JERSEY
TAXPAYER REGISTRATION NUMBER*

EXEMPT USE CERTIFICATE

To be completed by purchaser and given to and retained by seller.
Please read and comply with the instructions given on both sides of this certificate.

TO _____ Date _____
(Name of Seller)

_____ Address _____ City _____ State _____ Zip _____

The undersigned certifies that there is no requirement to pay the New Jersey Sales and/or Use Tax on the purchase or purchases covered by this Certificate because the tangible personal property or services purchased will be used for an exempt purpose under the Sales & Use Tax Act.

The tangible personal property or services will be used for the following exempt purpose*:

The exemption on the sale of the tangible personal property or services to be used for the above described exempt purpose is provided in subsection N.J.S.A. 54:32B- [] (See reverse side for listing for principal exempt uses of tangible personal property or services and fill in the block with proper subsection citation).

I, the undersigned purchaser, have read and complied with the instructions and rules promulgated pursuant to the New Jersey Sales and Use Tax Act with respect to the use of the Exempt Use Certificate, and it is my belief that the seller named herein is not required to collect the sales or use tax on the transaction or transactions covered by this Certificate. The undersigned purchaser hereby swears under the penalties for perjury and false swearing that all of the information shown in this Certificate is true.

NAME OF PURCHASER* (as registered with the New Jersey Division of Taxation)

(Address of Purchaser)*

TYPE OF BUSINESS*

By

(Signature of owner, partner, officer of corporation, etc.)*

(Title)

1. Registered sellers who accept fully completed exemption certificates within 90 days subsequent to the date of sale are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate. The following information must be obtained from a purchaser in order for the exemption certificate to be fully completed:
 - Purchaser's name and address;
 - Type of business;
 - Reasons(s) for exemption;
 - Purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number;
 - If a paper exemption certificate is used (including fax), the signature of the purchaser.

The seller's name and address are not required and are not considered when determining if an exemption certificate is fully completed. A seller that enters data elements from paper into an electronic format is not required to retain the paper exemption certificate.

The seller may, therefore, accept this certificate as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption. If it is determined that the purchaser improperly claimed an exemption, the purchaser will be held liable for the nonpayment of the tax.

2. **Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection.
3. **Acceptance of an exemption certificate in an audit situation** – On and after October 1, 2011, if the seller either has not obtained an exemption certificate or the seller has obtained an incomplete exemption certificate, the seller has at least 120 days after the Division's request for substantiation of the claimed exemption to either:

1. Obtain a fully completed exemption certificate from the purchaser, taken in good faith, which, in an audit situation, means that the seller obtain a certificate claiming an exemption that:
 - (a) was statutorily available on the date of the transaction, and
 - (b) could be applicable to the item being purchased, and
 - (c) is reasonable for the purchaser's type of business; OR
2. Obtain other information establishing that the transaction was not subject to the tax.

If the seller obtains this information, the seller is relieved of any liability for the tax on the transaction unless it is discovered through the audit process that the seller had knowledge or had reason to know at the time such information was provided that the information relating to the exemption claimed was materially false or the seller otherwise knowingly participated in activity intended to purposefully evade the tax that is properly due on the transaction. The burden is on the Division to establish that the seller had knowledge or had reason to know at the time the information was provided that the information was materially false.

4. **Common exempt uses** of property or services for which the ST-4 is applicable follow.

NOTE: The descriptions are general and do not necessarily cover every exempt use or service or every condition for exemption. Further information is available from the Division of Taxation.

- Sales of machinery and equipment for use directly and primarily in the production of property by manufacturing, processing, assembling or refining. N.J.S.A. 54:32B-8.13a.
- Sales of equipment to a telecommunication service provider subject to the jurisdiction of the BPU or the FCC for use directly and primarily in providing interactive telecommunications services for sale. N.J.S.A. 54:32B-8.13c.
- Sales of tangible personal property for use directly and exclusively in experimental research and development in the laboratory sense. N.J.S.A. 54:32B-8.14.
- Sales of wrapping materials or non-returnable containers for use in the delivery of tangible personal property or sales of containers for use in a farming enterprise. N.J.S.A. 54:32B-8.15.
- Sales of busses to regulated bus companies for public passenger transportation or to carriers for use in school children transportation services. N.J.S.A. 54:32B-8.28.
- Sales of equipment for use directly and primarily in the production department of a newspaper plant or for use in the production of property for sale by a commercial printer. N.J.S.A. 54:32B-8.29.
- Sales of advertising material to be published in a newspaper. N.J.S.A. 54:32B-8.30.
- Sales of aircraft or repair services to an "air carrier," and repairs to certain business aircraft, including machinery or equipment installed on such. N.J.S.A. 54:32B-8.35.
- Sales of equipment used exclusively to sort and prepare solid waste for recycling or in recycling (does not include motor vehicles). N.J.S.A. 54:32B-8.36.
- Sales of printed advertising materials for out-of-state distribution and sales of direct-mail processing services rendered in connection with the distribution of such materials to out-of-state recipients. N.J.S.A. 54:32B-8.39.
- Sales of commercial trucks, truck tractors and semi-trailers which are properly registered and 1) have a gross vehicle weight rating in excess of 26,000 pounds; or 2) are operated actively and exclusively for the carriage of interstate freight under a certificate or permit issued by the Interstate Commerce Commission; or 3) are registered as a farm vehicle under the Motor Vehicle Statute (N.J.S.A. 39:3-24 and 25) and have a gross vehicle weight rating in excess of 18,000 pounds. N.J.S.A. 54:32B-8.43.

- Sales of machinery and equipment used directly and primarily in producing broadcast programming or cable/satellite television programming. N.J.S.A. 54:32B-8.13e.
- Sales of tangible property for use directly and primarily in the production of film or video for sale, including motor vehicles, parts, supplies and services to such property.. N.J.S.A. 54:32B-8.49.
- Sales of commercial ships and charges for components, repair and alteration services for commercial ships. N.J.S.A. 54:32B-8.12.
- Sales of materials, such as chemicals and catalysts, used to induce or cause a refining or chemical process. N.J.S.A. 54:32B-8.20
- Sales of electronically delivered computer software that is used directly and exclusively in the conduct of the purchaser's business, trade, or occupation. N.J.S.A. 54:32B-8.56.

****5. Eligible Nonregistered Purchaser** - If the purchaser is not required to be registered for sales and use tax purposes in New Jersey, in the box at the top, left corner of the form marked "Eligible Nonregistered Purchaser" the purchaser is required to place one of the following in order of preference: 1) the Federal Identification Number of the business; 2) out of state registration number.

Private reproduction of both sides of the Exempt Use Certificates may be made without the prior permission of the Division of Taxation.

FOR MORE INFORMATION: Read publication S&U-6 (Sales Tax Exemption Administration) at <http://www.state.nj.us/treasury/taxation/pdf/pubs/sales/su6.pdf>

DO NOT MAIL THIS FORM TO THE DIVISION OF TAXATION
This form is to be completed by purchaser and given to and retained by seller.