



COMMERCIAL SUPPLY AGREEMENT FOR GAS AND ELECTRICITY ("AGREEMENTS")

PO Box 967 Buffalo, NY 14240-0967
1-888-472-1085

Applicant Information

LNC027, LNV003

These Agreement(s) are for natural gas supply and/or electric generation service between Family Energy, Inc. ("FE") and the Business Legal Name ("Applicant") as outlined below.

Business Legal Name ("Applicant"): _____

Mr. Ms. Mrs. Contact First Name: _____ Contact Last Name: _____

Phone: _____ Ext: _____ Cell: _____ Fax: _____ Email: _____

By providing my email address above, I agree to receive notifications and information from FE Energy and its affiliates.

Service Address: _____ Street Address

City: _____ NY State Zip

Billing Address (if different from Service Address): _____ Street Address

City: _____ State Zip

Table with 2 columns: ELECTRICITY and NATURAL GAS. Each column contains fields for utility name, pricing options (Fixed Price, Variable Month to Month), supply date, estimated annual usage, and account information.

APPLICANT DISCLOSURE STATEMENT INFORMATION:

- 1. FE sets both the natural gas and electricity commodity supply prices for this program ("Price") as a cost per kWh/Therm, as selected above.
2. The Applicant will buy their natural gas and electricity commodity supply for the above Service Address and/or the Service Address(es) as outlined in the Schedule A from FE beginning on a date set by the Applicant's Local Distribution Utility ("LDU") and will continue for the term selected above ("Term").
3. Savings are not guaranteed under either the natural gas and/or electricity commodity supply Agreements ("Agreements"), and are dependent upon market conditions.
4. No late payment fees shall apply from FE, as billing is done by the Applicant's LDU
5. If the Applicant selected a Fixed Price FE may renew, including automatic renewals, the Agreement(s) at the end of the term. Please refer to Section 9 of the terms and conditions for details.
6. FE will use reasonable commercial efforts to begin supply on or near the date requested (please see Section 2 of the Terms and Conditions).
7. Applicants that early terminate either the natural gas and/or the electricity commodity supply Agreement, and if either Agreement was entered into during a scheduled appointment, Early Cancellation fee of \$0.18 per therm/Ccf and \$0.015 per kWh for the estimated usage of the gas and/or electricity commodity supply for the remainder of each Agreement will apply.
8. The Agreement(s) is only valid for commercial Natural Gas customers using more than 750 dekatherms (dth) on an annual basis and commercial Electricity customers who are on demand metered service.

APPLICANT AWARENESS: The Applicant understands that the Sales Representative is representing FE and is not from the Local Distribution Utility. The Applicant understands that by choosing FE as their natural gas and/or electric power supplier, the LDU will continue to deliver the Applicant's natural gas and/or electricity commodity supply, read the Applicant's meter, bill the Applicant, and respond to any emergencies. The Applicant is the account holder and/or the Contact authorized to make account decisions. The Applicant confirms that they are not a small volume commercial customer (that is defined as an electricity customer in a utility service classification that does not have a demand rate element) or a gas customer in a utility service classification that provides firm service.

(By signing below, the Applicant agrees to purchase natural gas and/or electricity commodity supply from FE and acknowledges that they have read this document and understand and agree to the terms and conditions of the Agreement.)

Contact Signature (I have authority to bind the Applicant to this Agreement) Contact Print Name Job Title Signing Date: MONTH DAY YEAR

Sales Representative Signature Sales Representative Print Name Sales Representative ID Number

Office Use Only section containing FE Representative Signature (Counter Sign), Contact Print Name, Title, Signing Date, and TPV Confirm # box.

--To: Family Energy Inc. ("FE") and the Local Natural Gas and Electricity Utility (or Companies) for the Service Address on this Agreement.

The Agreement(s) is/are for the Sale and Purchase of natural gas and/or electricity commodity supply and is between FE and the Applicant ("Applicant") under which Applicant shall initiate natural gas and/or electricity commodity supply and begin enrollment with FE (the "Agreement(s)"). Subject to the terms and conditions of the Agreement(s), FE agrees to sell and deliver, and Applicant agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by FE, necessary to meet Applicant's requirements based upon consumption data obtained by FE or the delivery schedule of the Local Distribution Utility ("LDU"). The amount of natural gas and/or electricity commodity supply delivered under the Agreement(s) is/are subject to change based upon data reflecting Applicant's consumption obtained by FE or the LDU's delivery schedule. The Applicant is the account holder and/or the Contact authorized to make account decisions. Applicant understands that continuing to receive the LDU's budget billing services will depend on the Applicant's local LDU. Applicant will receive a letter from the Applicant's LDU informing the Applicant that the Applicant has chosen FE as the Applicant's supplier for natural gas and/or electricity.

TERMS AND CONDITIONS

1. Agency. The Applicant hereby appoints FE as agent for the purposes of (i) acquiring the supplies necessary to meet the Applicant's natural gas and/or electricity commodity supply, and (ii) arranging, contracting for, and/or administering transmission, distribution and related services over transportation/ transmission facilities and those of the LDU needed to deliver natural gas and/or electricity commodity supply to the Applicant's Service Address. The Agreement(s) is/are for the sale and purchase of natural gas and/or electricity commodity supply and is between FE and the Applicant under which the Applicant shall initiate natural gas and/or electricity commodity supply and begin enrollment with FE (the "Agreement(s)"). Subject to the terms and conditions of the Agreement(s), FE agrees to sell and deliver, and the Applicant agrees to purchase and accept, the quantity of natural gas and/or electricity commodity supply, as estimated by FE, necessary to meet the requirements based upon consumption data obtained by FE or the delivery schedule of the Applicant's LDU. The amount of natural gas and/or electricity commodity supply delivered under the Agreement(s) is/are subject to change based upon data reflecting the Applicant's consumption determined by FE or obtained from the LDU delivery schedule.

2. Length of Agreement(s). The Applicant acknowledges that the commencement of the Agreement(s) begins on the date in which the Applicant has signed the Agreement(s) ("Start Date"). If a specific Supply Date is requested on the first page of this Agreement, FE will use reasonable commercial efforts to begin supply on or near the date requested. If no Supply date is requested, FE shall use reasonable commercial efforts to attempt to flow on the next available date. The Applicant acknowledges that the service under the Agreement(s) depends upon the date on which the Applicant's LDU completes all applicable switching and enrollment processes ("Supply Date") and that FE shall, where commercially reasonable, submit any such enrollments to the LDU in a timeframe accommodating to the LDU to meet such Supply Date. If the Applicant is determined to be a small volume commercial customer they will be subject to a third party verification call prior to the Supply Date. The Applicant further acknowledges that FE makes no warranties as to the Applicant's Supply Date. The end date of the Agreement(s) is the meter reading date after the entire term of the Agreement(s) ("End Date") from the Supply Date (as selected by the Applicant on the first page of the Agreement(s)). The term ("Term") of the Applicant Agreement(s) is the period from the Supply Date to the End Date.

3. Natural Gas and/or Electricity Billing: The Applicant acknowledges that their LDU will bill them for the natural gas and/or electricity commodity supply delivered to the Service Address(es) and for certain distribution access charges, and any other fees, charges or taxes relating to the delivery of natural gas supply and/or electricity commodity supply delivered to the Service Address(es) and that the type and frequency of such billing will be in accordance with the Applicant's LDU's billing practice and the Applicant's LDU's usual billing cycle. The Applicant further acknowledges that, at some point during the Term of the Agreement, FE may choose to bill the Applicant directly for all costs associated with the supply and delivery of natural gas and/or electricity commodity to the Service Address(es), provided that the Applicant will not have to pay any additional fees or costs as a result of FE billing the Applicant directly above and beyond the fees and costs mentioned herein. In the event that FE bills the Applicant directly, FE's billing terms will be as follows: FE shall invoice the Applicant monthly for all amounts due to FE pursuant to the Agreement for the applicable billing period. The Applicant shall pay to FE in full any amounts owing net twenty (20) days' after the billing date indicated on the invoice. If the Applicant fails to pay on time, the Applicant shall pay 1% interest per month (12% per annum) on the unpaid amount, from the due date of payment until payment is received. FE or the Applicant's LDU is entitled to revise any bill if necessary to account for any reassessment by the Applicant's LDU. The Applicant's Utility will determine the amount of natural gas and/or electricity commodity supply that is delivered to the Service Address(es) and may do so by periodic meter reading, estimation, or allocation and FE will be entitled to charge based on this information. The Applicant shall be responsible for all costs that relate to any failure to pay, including charges for dishonored checks, and any reasonable legal and collection costs. FE shall be entitled to revise any bill after it is rendered, regardless of payment by the Applicant, to account for any reassessment made by FE or by the Applicant's LDU resulting from an actual meter read or consumption adjustment.

4. Pricing. The Price that the Applicant will pay for natural gas supply and/or electric generation service from FE, is as selected on the first page of the Agreement(s). In addition, with at least thirty (30) days notification, and proof of such changes FE may pass through or allocate, as the case may be, any increase or decrease in our costs, or cost components related to the natural gas supply and/or electricity generation service and related products and services that results from implementation of a new or changes, including changes to rate calculation, to any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practice or protocol, LDU or ISO tariff, rule of any regulatory commission or agency with jurisdiction in the state which where the accounts are located. The Price that FE charges does not include charges related to LDU distribution and other related LDU service.

Fixed Price for Electricity: If the Applicant selected the Fixed Price, the Price per kWh includes applicable costs for delivery to the applicable Load Bus, excluding applicable state and local tax. In addition to the Price for the FE program selected, You will pay LDU charges.

Fixed Price for Natural Gas: If the Applicant selected a Fixed Price, the Price per therm includes applicable costs for transmission and delivery for Natural Gas delivered to Your LDU's city gate excluding applicable state and local tax. In addition to the Price for the FE program selected, You will pay LDU charges.

Variable Price for Electricity: If the Applicant selected the Variable Price, the Price per kWh will be established prior to the month of flow and may vary each month based upon the costs incurred by FE to provide the service through procurement in RTO-administered and/or other short term markets, as well as the cost for supply and associated products that FE requires to meet the Applicant's Electricity supply. These associated products may include, but not limited to, energy, imbalance energy, losses, capacity, transmission, ancillary services, alternate and renewable energy requirements, other RTO charges, a margin and applicable taxes. The Variable Price will be set at FE's discretion.

Variable Price for Natural Gas: If the Applicant selected the Variable Price, the Price per Ccf/Mcf/therm/Dth will be established prior to the month of flow and may vary each month based upon Natural Gas market pricing, transportation costs, storage costs, utility charges, balancing costs, loss factors, pooling charges, credit costs, a margin, other market price related factors and applicable taxes. The Variable Price will be set at FE's discretion.

5. Title. All natural gas and/or electricity commodity supply sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the LDU City Gate (located outside of the municipality of the Service Address or EDC load bus, and shall constitute the point at which title transfers and the sale occurs. FE will indemnify and hold the Applicant harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas and/or electricity commodity supply provided in these Agreement(s).

6. Cancellation Provisions. Regardless of the Price selected, the Applicant is liable for all FE charges until the Applicant returns to the LDU's default service or switches to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading; however, if a final meter reading is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading. The cancellation will become effective on a date determined by the Applicant's LDU after prompt notification to the LDU by FE. If a new provider is not selected upon cancellation of the Agreement(s) the Applicant shall be returned to its LDU utility supply service. To cancel/ rescind the contract, the Applicant should contact FE by telephone or in writing at the contact information provided (see Section 15). If the Applicant plans to move to another location, the Applicant may transfer this Agreement by notifying FE (see Section 15), of the Applicant's new Service Address at least forty-five (45) days in advance of the anticipated relocation date. Upon receipt of such notice, FE will use reasonable commercial efforts to continue the program contemplated by this Agreement for the remaining Term of the Agreement(s) at the new Service

Address. If the Applicant's LDU provides FE with a notification of a change of address within the Applicant's LDU utility supply service and when FE receives such notice, it will use reasonable commercial efforts to continue the program contemplated by the Agreement(s) for the remaining Term of the Agreement(s) at the new Service Address. Otherwise, the Fixed Price Agreement(s) shall be automatically cancelled and an early cancellation fee shall apply. The cancellation will become effective on a date determined by the LDU. The Applicant also agrees to notify FE in writing of any other change of information (including a change of account number, contact information or mailing address) at least sixty (60) days prior to such change taking effect or immediately if the change is to take effect in less than sixty (60) days. The Applicant agrees that FE may terminate the Agreement(s) at any time by providing fifteen (15) days' written notice if FE is unable or is prevented from complying with any of the obligations it owes as a result of a regulatory change or change to the LDU service agreement or if the LDU is unable or is prevented from complying with any of the obligations it owes to FE under this service Agreement. If FE terminates the Fixed Price Agreement(s), unless for a reason out of the Applicant's control such as a regulatory change, early cancellation fees will apply. The early cancellation fee if the Fixed Price Agreement(s) is/are terminated prior to the end of the Term selected above.

Reasons for cancellation may include but are not limited to:

Non-Payment – If the Applicant's natural gas and/or electricity commodity supply is cancelled by the Applicant's LDU, then the Agreement(s) are cancelled on the date that the Applicant's natural gas and/or electricity commodity supply is cancelled. The Applicant will owe FE for amounts unpaid up to the date of cancellation.

Net Meter Applicants – FE may cancel the Electricity Agreement if FE is notified that the Applicant has a net meter that spins backwards and is a net negative user of natural gas and/or electricity commodity supply.

Residential Applicants – FE may cancel the Agreement(s) if FE is notified that the Applicant is a residential Applicant.

Material Breach – The Applicant has breached any terms of the Agreement(s) accordance with the terms and conditions in the Agreement(s).

7. Assignment. The Applicant may not assign the Applicant's interests in or delegate the Applicant's obligations under the Agreement(s) without the prior consent of FE, which shall not be unreasonably withheld. FE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement and the rights and obligations thereunder, to another energy supplier, natural gas and/or electricity commodity supply or other entity as authorized by the BPU, by providing the Applicant with thirty (30) days' notice and providing that the terms and conditions are upheld by the new party.

8. Information Release Authorization. The Applicant acknowledges and authorizes FE to obtain and review information regarding the Applicant's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; LDU account number; credit information; and public assistance status. This information will not be disclosed to a third party unless required by law. The Applicant's execution of the Agreement(s) shall constitute authorization for the release of this information to FE. The Applicant consents to provide FE with a copy of the Applicant's LDU bill(s) in order to process the Agreement(s) with the LDU. FE does not guarantee to provide or return the bill or a copy of the bill to the Applicant. This authorization will remain in effect during the initial Term and any Renewal and/or automatic renewal of the Agreement(s). The Applicant may rescind this authorization at any time by providing written notice to FE or by calling FE (see Section 15). FE reserves the right to cancel the Agreement(s) in the event the Applicant rescinds the authorization.

9. Agreement(s) Expiration/Renewal Provisions/Change in Terms. If at the end of the initial term of the Agreement(s), FE receives no notification from the LDU, or client, either written or verbal, the Agreement(s) will continue on a month to month basis at a monthly variable price per kWh/therm, which is established prior to the month of flow and remains unchanged for the duration of each month. The variable rate takes into consideration the market price of gas or electricity, transportation costs, utility and other related charges, applicable taxes, and markup for margin. Should the Applicant wish to terminate the Agreement(s) at any time after the initial term, they can do so without penalty by providing FE with written notice. Once the Applicant has provided FE with their notice to not renew, FE will return the Applicant to their LDU supply service at the next available service period.

10. Warranty. The Agreement(s) for natural gas and/or electricity commodity supply, including applicable attachments, constitutes the entire Agreement(s) for the supply of natural gas and/or electricity commodity between the Applicant and FE. FE makes no representations or warranties other than those expressly set forth in the Agreement(s), and FE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Material Change. In the event that additional charges, fees, or other costs are incurred or applied by any regulatory body, ISO, LDU or other entity, as a result of a material change to the Applicant's consumption, capacity/transmission obligation, or other components required to serve the Applicant, and FE incurs material incremental costs required to maintain the same quantity, location or level of services contemplated in this Agreement, FE may charge the customer for the purchase/liquidation of energy or related services bought or sold as a result of said Material Change. FE shall pass incremental costs along to the Applicant at no markup.

12. Force Majeure. FE will make commercially reasonable efforts to provide natural gas and/or electricity commodity supply hereunder, but FE does not guarantee a continuous supply of natural gas and/or electricity commodity to the Applicant. Certain causes and events out of the control of FE ("Force Majeure Events") may result in interruptions in service. FE will not be liable for any such interruptions caused by a Force Majeure Event, and FE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include but are not limited to acts of God, fire, flood, storm, terrorism, war, or civil or any other cause beyond FE's control. Likewise, in the event that Applicant experiences a Force Majeure event outside of the control of Applicant, as defined above, whereby the Applicant's normal operation of business is affected such as total or partial loss of facilities resulting in temporary or permanent changes in usage, Applicant will not be liable to FE for any damages sustained by FE as a result of a Force Majeure event that affects the Applicant.

13. Liability. To the fullest extent permitted by law, FE shall not be liable for: (i) any claims, loss, injury or damages, whether based in contract, tort, strict liability or otherwise, with the exception of claims, loss, injury or damages to the extent caused by FE's negligence, gross negligence, recklessness or intentional wrongdoing; or (ii) any indirect, consequential or special damages of any kind, including, without limitation, lost profits, even if FE has been advised of the possibility of such damages, and whether based in contract, tort, strict liability or otherwise. There are no third-party beneficiaries to this Agreement.

14. Emergency Service. In the event of an energy emergency or service interruption, the Applicant should immediately call emergency personnel at the Applicant's local utility/ LDU at the following numbers: Con Ed 1-800-752-6633 or O&R 1-800-533-5325 or Central Hudson 1-845-452-2700 or Rochester Gas & Electric 1-800-743-1702 or NYSEG 1-800-572-1121 or National Fuel 1-800-444-3130 or Niagara Mohawk 1-800-892-2345 or Keyspan 1-718-643-4050.

15. Contact Information. Applicant may contact FE's Customer Care at 1-888-472-1085 Monday through Friday 9:00 a.m. to 5:00 p.m. EST and Saturday 12:00 p.m. - 6:00 p.m. EST and after hours (Customer Care hours subject to change). Applicant may write to FE at: Family Energy Inc., PO Box 967, Buffalo, NY 14240-0967, or via email at service@yourfamilyenergy.com. Family's fax number is 1-866-991-4323.

16. Dispute Resolution. Please contact FE at 1-888-472-1085 for any disputes. In the event of a billing dispute or a disagreement involving ESCO's service, Applicant should contact ESCO's Customer Service Center. Applicant 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, 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. Retail Access inquires can be made at the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; 1-888-697-7728.

17. Taxes and Laws. Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature, and description due and payable with respect to service provided under the Agreement(s), shall be paid by the Applicant, and the Applicant agrees to indemnify FE and hold FE harmless from and against any and all such taxes to the extent permitted by law. The Agreement(s) are subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder. If the Applicant is exempt of any taxes it is the Applicant's responsibility to contact FE Applicant Service (see Section 15) to provide such written notification, including written notification of renewed tax exemption form. Otherwise, until the Applicant provides such proof, FE is not required to recognize any exemption or refund/credit previously paid taxes. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged. The Agreement(s) shall be construed under and shall be governed by the laws of New York without regard to the application of its conflicts of law principles.

18. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby FE is prevented, prohibited or frustrated from carrying out the terms of the Agreement(s), at its sole discretion FE shall have the right to cancel the Agreement(s) on providing at least fifteen (15) days' notice to You.

19. ARBITRATION. THE PARTIES AGREE THAT, AT THE REQUEST OF EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT(S), INCLUDING ITS EXISTENCE, PERFORMANCE, INTERPRETATION, BREACH, VALIDITY, OR TERMINATION, AND WHICH ARE NOT OTHERWISE RESOLVED BY THE PARTIES SHALL BE SUBJECT TO AND FINALLY RESOLVED BY INDIVIDUAL ARBITRATION ONLY, EXCEPT THAT ANY DISPUTE OR CLAIM THAT MAY BE BROUGHT IN SMALL CLAIMS COURT OR ANY CLAIM THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW SHALL NOT BE SUBJECT TO ARBITRATION. ANY SUCH ARBITRATION SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT ANY SUCH DISPUTE WILL BE DECIDED BY A NEUTRAL THIRD PARTY OUTSIDE OF COURT AND THAT YOU AND FAMILY ARE WAIVING YOUR RIGHTS TO SUE IN A COURT OF LAW AND TO HAVE A JURY TRIAL REGARDING SUCH DISPUTE. YOU AGREE THAT SUCH ARBITRATION PROVIDES YOU WITH A MEANINGFUL AND AFFORDABLE WAY TO HANDLE DISPUTES RELATED TO THIS AGREEMENT. The arbitration will be administered in accordance with the Rules of Arbitration of the state where the Service Address is located. The arbitrator(s) shall not have authority to join or combine the claims of more than one person or to hear or decide any class, collective or representative action of any kind against You or FAMILY. The award of the arbitrator shall be final and binding and judgment on it may be entered in any court of competent jurisdiction. The arbitration shall take place in the county seat of the county in which You reside. You and FAMILY shall each pay their own filing and legal fees and other expenses, unless provided otherwise by law or this Agreement. The interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) selected according to the terms set forth herein shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the Parties in all respects. This provision shall survive termination of this Agreement.

20. CLASS ACTION WAIVER AND OTHER RESTRICTIONS. ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. YOU AND FAMILY EXPRESSLY WAIVE THE RIGHT TO COMMENCE, BE A PARTY TO, JOIN IN OR BE AN ACTUAL OR PUTATIVE CLASS MEMBER OF ANY CLASS, COLLECTIVE, GROUP, JOINT, OR REPRESENTATIVE ACTION OF ANY KIND IN ANY FORUM, INCLUDING IN COURT AND ARBITRATION, ARISING FROM OR RELATED TO THIS AGREEMENT. The arbitrator's authority to resolve and make written awards is limited to Claims between You and Family alone. Claims may not be joined or consolidated unless agreed to in writing by all Parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these Terms and Conditions, and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply. This provision shall survive termination of this Agreement.

21. WAIVER OF JURY TRIAL. SUBJECT TO ANY AGREEMENT TO ARBITRATE BETWEEN YOU AND FAMILY, YOU AND FAMILY WAIVE THE RIGHT TO A JURY TRIAL IN ANY CLAIM OR DISPUTE ARISING BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS AGREEMENT THAT PROCEEDS IN COURT, AND AGREE THAT THE CLAIM OR DISPUTE WILL BE HEARD AND DECIDED ONLY BY A JUDGE. This provision shall survive termination of this Agreement.

22. Delay or Failure to Exercise Rights. No partial performance, delay, or failure on the part of FE in exercising any rights under the Agreement(s), and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

23. Parties Bound. The Agreement(s) is/are binding upon the parties hereto and their respective successors and legal assigns.

