



Entrust Energy East, Inc.
New York Terms of Service for Residential and Small Commercial (up to 50 kW) Customers
Phone: 888.521.5861 Fax: 888.535.6340

Agreement for Service. The Customer Disclosure Statement, these Terms of Service and your Welcome Letter, and any Renewal Notice (collectively, the "Agreement") describe the agreement between Entrust Energy East, Inc. ("Entrust Energy") and you (the "Customer") under which Customer shall purchase and Entrust Energy will supply all the Customer's electric supply requirements for the Term of our Agreement. This Agreement supersedes any oral or written statements previously made in connection with this Agreement. You understand that Entrust Energy is an Energy Service Company ("ESCO") and not a Local Distribution Utility ("LDU"). The purpose of this Agreement is to authorize a change in the Customer's ESCO to Entrust Energy. Your LDU will continue to deliver electricity to your home or business, respond to emergencies, and bill you for LDU and ESCO services.

Right of Rescission. Residential customers may rescind this Agreement until midnight of the third business day after receipt of this Agreement (the "Rescission Period") by calling or sending a fax to Entrust Energy.

Term. Entrust Energy will begin supplying Customer's electricity when the LDU switches your account to Entrust Energy. Service shall continue for the period of time indicated on your Disclosure Statement (the "Initial Term"). Entrust Energy will provide Customer written notification of the renewal terms at least 30 days and not more than 60 days prior to the renewal date. If Customer does not respond to the Renewal Notice, the Agreement will automatically renew at the new price set forth in the Renewal Notice, provided that a residential Customer may cancel the renewed agreement without penalty within 3 business days of receiving the first bill after the renewal. Entrust Energy will also provide Customer with 30 days advance written notice of any material change to the Agreement, and such changes will become effective as indicated unless Customer notifies Entrust Energy that Customer wishes to terminate the Agreement.

Pricing. Entrust Energy offers various rate plans as described below. Customer's service plan will be confirmed in the Disclosure Statement. Customer's bill for electricity supply will be calculated by multiplying 1) the applicable monthly rate by 2) the amount of electricity consumed during the billing period, as determined by the LDU.

1. Fixed Rate Plan. The rate per kilowatthour (kWh) is as indicated on the Disclosure Statement and will not change during the Initial Term.
2. Indexed Rate Plan. The rate per kWh will be determined by formula(s) that will be explained in your Disclosure Statement and the formula(s) will apply uniformly during the Initial Term.
3. Variable Rate Plan. The rate per kWh may be adjusted monthly to reflect market conditions, including market pricing of commodity, transportation, profit, and other market price factors. Service continues on a month to month basis and may be cancelled by the Customer at any time without penalty.

Rates exclude applicable state and or local taxes, which will be billed by the LDU.

Billing. You will receive a single bill from the LDU for LDU delivery charges and Entrust Energy's electricity supply charges. Customer will not be required to pay a deposit to or otherwise establish credit with Entrust Energy. Customer must pay LDU bill as directed. If Customer does not pay the bill, Customer may be subject to termination of service under provisions established by the New York Department of Public Service ("DPS"), Entrust Energy may terminate this Agreement, and Customer will be subject to a late payment fee of the lower of 1.5% per month or the highest amount permissible under applicable law. All returned checks will be subject to the maximum fee allowed by law.

Cancellation. If Customer cancels this Agreement after the Rescission Period but before the expiration of the Term of the Agreement, an Early Termination Fee may be applicable (Fixed or Indexed Rate Plans only). The amount of the Early Termination Fee will be disclosed in the Disclosure Statement, but it will not exceed \$100 for any agreement with a remaining term of less than 12 months, or \$200 for any agreement with a remaining term of more than 12 months. The Early Termination Fee is not a penalty but is designed to compensate Entrust Energy for the cost of buying electricity for the Customer in advance. Customer remains responsible for all charges until the LDU transfers the Customer's account to another supplier or to the LDU.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Entrust Energy. Entrust Energy 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 this Agreement and the rights and obligations there under, to another energy supplier or other entity as authorized by the DPS.

Information Release Authorization. Customer authorizes Entrust Energy to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information may be used by Entrust Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Entrust Energy. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice to or calling Entrust Energy. Entrust Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Dispute Resolution. Customer may call Entrust Energy with any questions or concerns about this Agreement or service from Entrust Energy. Entrust Energy will respond to all complaints in good faith and will make every effort to address the concern. If for any reason the Customer is not

satisfied with Entrust Energy's response, the Customer may contact the DPS by calling 800.342.3377, or by writing to Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

Agency. Customer hereby appoints Entrust Energy as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity to the Customer's premises.

Warranty. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and Entrust Energy. Entrust Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Entrust Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. Entrust Energy will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Entrust Energy ("Force Majeure Events") may result in interruptions in service. Entrust Energy will not be liable for any such interruptions caused by a Force Majeure Event, and is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Entrust Energy's control.

Liability. The remedy in any claim or suit by Customer against Entrust Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either Entrust Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. This Agreement is subject to the Home Energy Fair Practices Act ("HEFPA").

Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Entrust Energy's net income, shall be paid by Customer, and Customer agrees to indemnify Entrust Energy and hold Entrust Energy harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

Changes in Law or Regulation. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Entrust Energy is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Entrust Energy shall have the right to cancel this Agreement on 15 days' notice to Customer.

Title. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which for electricity shall be at the New York Independent System Operator load bus for Entrust Energy (located outside of the municipality where you reside), and shall constitute the point at which title transfers and the sale occurs. Entrust Energy will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

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

ESCO Contact Information. Customer may contact Entrust Energy's Customer Service Center at 1. 888.521.5861, Monday through Friday 8:00 a.m. - 7:00 p.m. EST. Customer may write to Entrust Energy at: **Entrust Energy East, Inc., 1301 McKinney, Suite 1250, Houston, Texas 77010.**

LDU Contact Information. You should contact your LDU in case of emergency. Contact numbers are listed below:

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| Central Hudson: | 800.527.2714 | Consolidated Edison: | 800.752.6633 |
| National Grid: | 800.892.2345 | NYSEG: | 800.572.1131 |
| Orange & Rockland: | 877.434.4100 | Rochester G&E: | 888.253.8888 |