



Entrust Energy East, Inc.
Ohio Terms of Service for Small Commercial (up to 1,000,000 kWh annually) Customers
Phone: 888.521.5861

Agreement for Service. The Terms of Service and Pricing Attachment (collectively, the “contract” or “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 electricity supply requirements for the Term of our Agreement. The Agreement shall become effective only upon (i) execution by Buyer of the Agreement; and (ii) the execution of this Agreement by Entrust. You are a Small Commercial Customer if you consume less than 700,000 kWh annually and are not otherwise a Mercantile Customer as defined by the Ohio Revised Code. Additionally, Mercantile Customers that fall within 700,000 – 1,000,000 annual kWh shall be granted the rights of a Small Commercial Customer mercantile customers under this agreement. This Agreement supersedes any oral or written statements previously made in connection with this Agreement. You understand that Entrust Energy is a Competitive Retail Electric Service (CRES) provider of energy and not the Electric Distribution Utility (“EDU”). Your EDU will continue to deliver electricity to your home or business, respond to emergencies, and bill you for EDU and Entrust Energy services. Your EDU may charge you a switching fee.

Right of Rescission. A Small Commercial Customer may rescind this Agreement for 7 calendar days following postmark of the confirmation notice from the EDU by calling the EDU and following the instructions in the confirmation notice. The Right of Rescission applies only to switches to Entrust Energy and not to renewals.

Term. This Agreement shall be effective upon execution of the Agreement by both parties. Term shall start in the start month referenced in the Pricing Attachment. Entrust shall use reasonable efforts to commence service on the Facility(ies) first available meter read date in or after the start month stated on the Pricing Attachment. However, Buyer acknowledges that the commencement of service hereunder is dependent upon confirmation by the Host Utility of the completion of all required enrollment processes. Entrust Energy will begin supplying Customer’s electricity when the EDU switches your account to Entrust Energy at the next available meter reading date. Service shall continue for the period of time indicated on your Pricing Attachment (the “Initial Term”). The Agreement will automatically renew at a month-to-month Variable Rate Plan which may involve a change in the rate or other terms and conditions.

Pricing. Entrust Energy offers various rate plans as described below. Customer’s service plan will be confirmed in the Pricing Attachment. 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 EDU.

1. Fixed Rate Plan. The rate per kilowatthour (kWh) is as indicated on the Pricing Attachment and will not change during the Initial Term.
2. 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 include generation, transmission charges and Commercial Activity Tax (“CAT”). Rates exclude EDU delivery costs (which are additional) and applicable state and or local taxes, which will be billed by the EDU.

Billing. You will receive a single bill from the EDU for EDU delivery charges and Entrust Energy electricity supply charges. If EDU does not purchase receivables, Customer may be required to pay a deposit that will not exceed 2 months estimated billing. Interest is not paid on deposits. Customer must pay EDU bill as directed. If Customer does not pay the bill, Customer may be subject to termination of service under provisions contained in the EDU tariff and established by the Public Utilities Commission of Ohio (“PUCO”), Entrust Energy may terminate this Agreement upon 14 days advance notice, 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. Entrust Energy does not offer budget billing for electricity supply charges. 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 apply. The amount of the Early Termination Fee is the positive difference between the contract price and market price times estimated volume that would have been supplied but for the early termination, plus costs and expenses incurred but not recovered by Entrust Energy because of the early termination. 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 EDU transfers the Customer’s account to another supplier or to the EDU. Customer may terminate the Agreement without penalty due to relocation to a different EDU service area. A customer switching back to their EDU for electricity supply may or may not be served under the same rates, terms, and conditions that apply to other customers served by the EDU.

Other Disclosures. You may access information on generation resource mix and environmental characteristics of the electricity supplied to you at www.entrustenergy.com. Customer has the right to request from Entrust Energy, twice within a 12-month period, up to 24 months of payment history, without charge. The host utility may charge switching fees for changing suppliers. If, due to a

change in market conditions, Entrust Energy wishes to lower the price per kilowatt hour charged under this contract, Entrust Energy may do so without consent provided there are no other changes to the terms and conditions to the contract.

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 PUCO.

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 EDU: consumption history; billing determinants; utility account number; and credit information. 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. Entrust Energy is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Entrust Energy's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider.

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 your complaint is not resolved after you have called your electric supplier and/or your electric Utility, or for general Utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>. 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 EDU 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.

Liability. The remedy in any claim or suit by Customer against Entrust Energy will be solely limited to direct 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 Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles.

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.

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

Definitions: As used herein, unless the context clearly indicates otherwise, the following terms shall have the meaning set forth below:

- (a) "Ancillary Services" means wholesale electric services and products required to facilitate delivery of Energy to the Host Utility.
- (b) "Capacity" means the Capacity obligations met through the provisions of the applicable Independent System Operator.
- (c) "Costs" means any commercially reasonable attorneys' fees incurred in connection with enforcing its rights hereunder.
- (d) "Distribution" means all delivery service for Energy and applicable Ancillary Services provided by the Host Utility.
- (e) "Electricity" means the combination of Energy and Ancillary Services which are provided by Entrust under this Agreement.
- (f) "Energy" means electrical energy, as measured in kilowatt hours (kWh) or megawatt hours (MWh).

(g) "Event of Default" means: (A) the failure of Buyer to make, when due, any payment that is required under this Agreement; (B) any representation or warranty made by Buyer that proves to be false or misleading in any material respect; (C) the failure of Buyer to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; (D) Buyer's failure to cooperate with Entrust as reasonably required in order for Entrust to perform its obligations under this Agreement.

(h) "Facility(ies)" means the electric account meter(s) located at the service addresses for which Buyer has the authority to purchase Electricity under this Agreement and which are set forth on the Pricing Attachment.

(i) "Force Majeure" means any "Act of God" or other unexpected and disruptive event beyond the reasonable control of either party that interferes with either party's ability to perform its obligations under this Agreement, except for the obligation to pay monies due. Any party which is unable to perform its obligations hereunder as a result of a Force Majeure event shall provide written notice to the other party of the existence of such event and exercise due diligence to remove such event with all reasonable dispatch, but shall in no event be required to incur any commercially unreasonable expense in doing so. It is expressly understood by the parties that the ability of Entrust to sell the products and services provided hereunder at a price greater than the Contract Price paid by Buyer shall not constitute an event of Force Majeure. Conversely, the ability of Buyer to purchase the products and services provided hereunder for an amount less than the Contract Price shall not constitute an event of Force Majeure. Buyer acknowledges that while Entrust may take title to Energy provided hereunder, Entrust does not own or operate transmission or distribution systems through which Energy is delivered to Buyer, and the Parties.

(j) "Host Utility" means any investor-owned utility, municipal utility, public utility, or other provider of electric lines whose system is directly interconnected with and which provides Distribution to Buyer's Facility(ies).

(k) "Point(s) of Delivery" shall mean the points where Energy is delivered to the Host Utility.

(l) "Reliability Must Run" or "RMR" is a unit that must run for operational or reliability reasons, regardless of economic considerations, also referred to as a reliability agreement.

(m) "Renewable Portfolio Standard" or "RPS" is a regulation that requires the increased production of energy from renewable energy sources.

CRES 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. CST. Customer may write to Entrust Energy at: **Entrust Energy East, Inc. 1301 McKinney, Suite 1250, Houston, Texas 77010.**

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

American Electric Power (AEP):	800.277.2177	Dayton Power & Light:	800.433.8500
Duke Energy Ohio:	800.544.6900	First Energy – Cleveland Electric:	800.589.3101
First Energy – Ohio Edison:	800.633.4766	First Energy – Toledo Edison:	800.447.3333