NATURAL GAS VARIABLE RATE CONTRACT SUMMARY
COMBINED RESIDENTIAL/COMMERCIAL

Natural Gas Supplier Information	**American Power & Gas of Pennsylvania, LLC** 10601 Belcher Road South, Seminole, FL 33777 800-205-7491 • www.AmericanPowerandGas.com License No. A-2013-2364337 & A-2016-2531342 AP&G is responsible for supply charges.
Natural Gas Price Structure	Gas Variable Price will vary from month to month and shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus applicable taxes, fees, charges or other assessments and AP&G's costs, expenses and margins. The rate will be available each month at the time of billing as listed on the bill.
Natural Gas Supply Price	The introductory price of your natural gas supply services, which is your first billing cycle, is $0.429 per ccf/therm. The price for your second billing cycle is $0.564 per ccf/therm. From the second billing cycle on, the price will vary on a monthly basis and will be reflected on the bill. Your gas rates are determined solely by AP&G at its discretion. AP&G may change its margins substantially each month. There is no limit to the variability of the rate between one billing cycle and the next.
Statement Regarding Savings	The supply price may not always provide savings to the customer. AP&G does not guarantee savings.
Deposit Requirements	There are no deposit requirements.
Rebate	Upon registration, 25% rebate on the average month's supply charge after 12 months.
Contract Start Date	The contract start date will be established by the Natural Gas Distribution Company (NGDC).
Contract Duration/Length	This contract will continue until terminated by either party.
Cancellation/Early Termination	There are no cancellation fees or early termination fees.
Renewal Terms	The contract renews automatically on a month-to-month basis. Either a Residential or Commercial Customer may cancel this agreement at any time by contacting AP&G on the toll-free number listed above or in writing at the address listed above or via email at customerservice@GoAPG.com

NATURAL GAS VARIABLE RATE SALES AGREEMENT
COMBINED RESIDENTIAL/COMMERCIAL

CUSTOMER DISCLOSURE STATEMENT

Natural Gas Supplier Information	**American Power & Gas of Pennsylvania, LLC** 10601 Belcher Road South, Seminole, FL 33777 1-800-205-7491 • www.AmericanPowerandGas.com License No. A-2013-2364337 & A-2016-2531342
Price	Variable
How price is determined:	Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus applicable taxes, fees, charges or other assessments and AP&G's costs, expenses and margins. Your natural gas rates are determined solely by AP&G at its discretion. AP&G may change its margins substantially each month.
Length of the agreement and end date	Beginning on a date set by your utility for enrollment and will continue until terminated by either party. See Section 3-Term.
Process customer may use to rescind the agreement without penalty	Either a Residential or Commercial Customer may cancel this agreement at any time before midnight of the 3rd business day after receipt of this disclosure by contacting AP&G at the above toll-free number or in writing at the below address or via email at customerservice@goapg.com.
Amount of Early Cancellation Fee and method of calculation	No early cancellation fee.
Rebate	For each of your electric and/or gas accounts that remain enrolled with AP&G for 12 consecutive months, AP&G will add up all twelve months and calculate your average month's supply charge. After you register and follow the terms of the rebate program, AP&G will send you a 25% rebate of that amount every twelve months. For more details, see Section 4.3 – Rebate.

1. Background. This is an Agreement between I, the "Customer" and American Power & Gas of Pennsylvania, LLC ("AP&G"), to supply your home and/or business with all the energy you need subject to the eligibility requirements of your Natural Gas Distribution Company ("NGDC"), and acceptance by AP&G ("Agreement"). The Public Utility Commission of Pennsylvania ("PUC") has authorized AP&G to act as an Energy Service Company (Commission License # A-2013-2364337 and has entered into a service agreement with the NGDC. AP&G is a retail energy marketer and not your NGDC. The PUC does not regulate the price of energy or other charges found in this Agreement. You are at least 18 years old and fully authorized to enter into this Agreement. AP&G sets the commodity prices and charges that you pay. The PUC regulates distribution prices and services. You will receive a single bill from your NGDC for both its charges and AP&G's charges. Either a Residential or Commercial Customer may cancel this agreement at any time before midnight of the 3rd business day after receipt of this disclosure by contacting AP&G at 800-205-7491 or in writing at 10601 Belcher Road South, Seminole, Florida 33777 or via email at customerservice@goapg.com.

2. Definitions.

Commodity Charge. The charges for basic gas supply service.

Natural Gas. The actual fuel used to produce heat.

Interstate pipelines. The pipeline system used to transport natural gas from where it is removed from the ground to where it is delivered to your local utility company.

3. Term. This Agreement shall commence as of the date the change of Customer's provider to AP&G is deemed effective by the NGDC. This Agreement will continue on a variable rate methodology until terminated by either party.

4. Pricing & Billing. The price for all natural gas sold under this Agreement shall be a variable price which is set solely by AP&G at its discretion which shall each month reflect the cost of natural gas obtained from all sources, related interstate pipeline charges, storage and balancing fees and distribution charges and other market-related factors, plus applicable taxes, fees, charges or other assessments and AP&G's costs, expenses and margins. AP&G may change its margins substantially each month. Your price per CCF/therm on your initial bill for natural gas is stated on the Welcome letter. These prices will then vary from

month to month based on the NYMEX index rate. These prices include interstate pipeline charges but exclude applicable state and local sales taxes. While the historical pricing is not indicative of present or future pricing, upon request, the customer may obtain the previous 24 months' average monthly billed prices for that customer's rate class and NGDC service territory by calling customer service at 1-800-205-7491. If AP&G has not been providing generation service in a rate class and NGDC service territory for 24 months, the months available to date will be provided. Customer will receive a single bill for both commodity costs (provided by AP&G) and delivery costs (provided by your utility) from your local utility company/NGDC. Your NGDC will also determine your billing intervals and any late payment fees. AP&G does not offer a budget billing service at this time. AP&G may assign and sell Customer accounts receivable to the NGDC.

Optional Green Energy: The price for green energy will be comprised of the AP&G varying price plus an amount up to ten (10) cents per ccf/therm delivered. Customer can cancel the green option at any time by calling AP&G at 1-800-205-7491. The requested drop of the green supply will be processed immediately by AP&G and will become effective on the soonest date your utility's bill-processing system allows.

4.1 Renewal Provisions/Agreement Expiration/Change in Terms. This agreement continues until terminated by either party. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

4.3 Rebate. To qualify for the rebate program, you must register for the AP&G rebate program and agree to receive your rebate electronically. Registration can be done at www.goapg.com/rebate. For each account that has registered and remains enrolled with AP&G for 12 continuous months on this program, AP&G will calculate the average month's supply charges and send the customer a 25% rebate of that amount. You will not be entitled to any rebate in the event that you fail to maintain or provide accurate information to AP&G regarding your linked bank account, are subject to any bank account freeze or seizure such that your linked bank account is unable to receive a payment from AP&G, or AP&G is otherwise unable to make a payment to your linked bank account through no fault of AP&G's own.

5. Information. For inquiries and information regarding energy suppliers and the competitive retail energy market, I can contact the PUC at 800-692-7380.

6. Emergency Service. In an emergency, you should immediately call UGI at 800-276-2722, PECO Energy Company at 800-494-4000, Colombia Gas of PA 888-460-4332, Philadelphia Gas Works 215-235-1212, and Peoples Natural Gas 800-400-4271 for local emergency personnel. If you experience service related problems, you should contact your utility.

7. Dispute Resolution. If you have a question or concern about your bill, you may contact AP&G in writing at 10601 Belcher Road South, Seminole, Florida 33777, or by telephone at 800-205-7491 within thirty (30) days of the disputed occurrence or the date of the billing statement in dispute. AP&G will refer all complaints to a representative in their customer service center who, in good faith, will use reasonable efforts to reach a mutually satisfactory solution. If you are still not satisfied, you may call the PUC toll free at 800-692-7380, or write the PUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265. In the event Customer fails to report a dispute within thirty (30) days of the disputed occurrence or the date of the disputed billing statement, customer waives any and all rights to assert the dispute and any disputed invoice shall be deemed correct for all purposes. This thirty (30) day requirement shall take priority over all other provisions in this agreement.

8. Cancellation Procedures.

Non-Payment: If your gas service is terminated by your gas distribution company, then this agreement is cancelled on the date that your gas service is terminated. You will owe us for amounts unpaid for our charges for natural gas supplied up to the date of termination.

Company–Initiated Cancellation: If we cancel this agreement for any reason *other* than for customer non-payment, we will follow applicable rules in providing notice to you.

Customer-Initiated Cancellation: If you cancel this agreement at any time, you will owe us for amounts unpaid up to the date of cancellation.

Customer Move: If customer moves from their current address, this agreement is cancelled.

9. Energy Supply Quantity. The NGDC will determine all energy quantities supplied under this Agreement, including storage energy, and all such amounts will be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale.

10. Agency & Power of Attorney. You appoint AP&G as your agent and grant AP&G a power of attorney to act on your behalf in acquiring the supplies and applicable utility account information necessary to meet your energy needs, contracting for and administering transportation, transmission and related services over interstate facilities and any NGDC services necessary to deliver energy to your premises. AP&G provides these services to you at no additional charge, as they are already included in the price noted above. The foregoing is not intended to and in no way shall operate to create any fiduciary duties between AP&G and Customer, nor shall the foregoing operate to create any Principal-Agent relationship between AP&G and Customer for any other purposes.

11. Invoicing and Payment. Unless otherwise agreed to in writing, the NGDC will invoice you monthly for energy supplied to you under this Agreement.

12. Title. All energy sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be a location determined by AP&G, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from AP&G to you.

13. Liability. The remedy in any claim or legal proceeding by Customer against AP&G will be solely limited to direct actual damages, which will under no circumstances exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months of the time period in dispute. Customer shall not pursue or recover any additional damages or amounts from AP&G, and all other remedies at law or in equity are hereby waived. In no event will either AP&G 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. Customer & AP&G acknowledge that there are no third-party beneficiaries to this Agreement.

14. Arbitration of Disputes/Waiver of Jury Trial/ and Participation in Class Actions. Except as to matters submitted to PUC as described in Paragraph 7 of this Agreement, any dispute between AP&G and Customer, whether arising or based in any contract, statute, regulation, or tort, shall be decided by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") and pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., and shall be venued exclusively in the State of Pennsylvania and in the County where services are being provided under this Agreement, or where AP&G and Customer mutually agree. Any claim, arbitration, action, or proceeding shall proceed only on an individual basis. Neither AP&G nor Customer shall be permitted to join or consolidate disputes involving others in any claim, arbitration, action, or proceeding, nor shall any claim, arbitration, action, or proceeding be brought or maintained as a class action or in any representative capacity. **AP&G AND CUSTOMER UNDERSTAND THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY AND WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION**.

15. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania.
16. Assignment. After providing you a 30-day notice, AP&G may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company, or other entity in accordance with the PUC rules and procedures, if any, governing such transactions.
17. Severance. If a court or regulatory agency of competent jurisdiction deems any provision of this Agreement to be invalid, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
18. No Warranties. Unless otherwise expressly set forth in this Agreement, AP&G provides and I shall receive no warranties, express, or implied, statutory, or otherwise and AP&G specifically disclaims any warranty of merchantability or fitness for a particular purpose.
19. Delay or Failure to Exercise Rights. No partial performance, delay or failure on the part of AP&G 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.
20. Force Majeure and Other Circumstances. AP&G will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but AP&G does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of AP&G ("Force Majeure Events") may result in interruptions in service. AP&G will not be liable for any such interruptions caused by a Force Majeure Event, and AP&G 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 NGDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond AP&G's control.
21. Taxes and Laws. Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery of energy under this Agreement, shall be paid or reimbursed by you except for federal, state or local taxes imposed on the net taxable income of AP&G. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.
22. Regulatory Changes. 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. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, AP&G shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.
23. Entire Agreement. This Agreement and the Enrollment Confirmation set forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.
24. Contact Information. You may contact AP&G's Customer Service Center Monday through Friday 9:00 a.m. – 5:00 p.m. EST at 1-800-205-7491 or customerservice@goapg.com or by writing to AP&G at: 10601 Belcher Road South, Seminole, Florida 33777.
25. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In the case of telephonic or electronic enrollment, execution shall be deemed provided in accordance with, and pursuant to the methods authorized under the Pennsylvania Code.

Public Utility Commission (PUC)	
Address:	P. O. Box 3265 Harrisburg, PA 17105-3265
Choice Hotline Number:	800-692-7380

NGDC name/ Supplier of last resort:	Colombia Gas of Pennsylvania
Address:	200 Civic Center Dr. Columbus Ohio 43215
Phone number:	888-460-4332
Universal Service Information:	888-460-4332

NGDC name/ Supplier of last resort:	UGI
Address:	2525 North 12th Street Suite 360 Reading, PA 19605
Phone number:	800-276-2722
Universal Service Information:	800-276-2722

NGDC name/ Supplier of last resort:	Peoples Natural Gas
Address:	PO Box 535323 Pittsburgh, PA 15253-5323
Phone number:	800-764-0111
Universal Service Information:	800-400-4271

NGDC name/ Supplier of last resort:	PECO Energy Company
Address:	2301 Market Street P.O. Box 8699 Philadelphia, PA 19101
Phone number:	800-494-4000
Universal Service Information:	800-494-4000

NGDC name/ Supplier of last resort:	Philadelphia Gas Works
Address:	P.O. Box 3500 Philadelphia, PA 1912
Phone number:	215-235-1212
Universal Service Information:	215-235-1212