

New York Residential and Commercial Terms and Conditions

Customer Disclosure Statement

Price	Electric: Fixed 100% Green [____]; Variable 100% Green Gas: Fixed [____]; Variable
Fixed or Variable and, if variable, how the price is determined	<input type="checkbox"/> Electric Green Fixed Price <input type="checkbox"/> Gas Fixed Price <input type="checkbox"/> Variable Price shall reflect each month the wholesale cost of natural gas and/or electricity (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Brown's costs, expenses and margins. 100% Green Electric Variable Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Brown's costs, expenses and margins. 100% of the Customer's electricity supply will come from renewable energy resources such as biomass, biogas, wind, solar or hydro resources. Prices are subject to change, please see Section 18 below.
Length of the agreement and end date	30 days from the first meter reading after the enrollment is deemed effective by the LDC; or _____ months from the first meter reading after the enrollment is deemed effective by the LDC. For more details. See Section 2-Term.
Process customer may use to rescind the agreement without penalty	A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Brown's at 1-855-276-9673 or in writing at: 9 Sommers Lane, Staten Island, New York 10314.
Amount of Early Termination Fee and method of calculation	Fixed: Residential Customers and Door-to-Door Customers: for all residential customers and commercial customers solicited through door-to-door marketing, the early termination fee will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more Variable: There is no early termination fee for a variable rate product Small Commercial Customers (not solicited through Door-to-Door) and Large Commercial Customers: If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Brown's terminates this Agreement due to Customer's breach, the Customer shall pay Brown's, in addition to any other applicable charges, an ETF equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by Brown's of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances.
Provisions for renewal of the agreement	If Customer is receiving a Fixed Agreement, at least 30 days and no more than 60 days prior to the renewal date, Brown's will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel the renewal agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or Brown's may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.
Conditions under which savings to the customer are guaranteed	Savings are not guaranteed under this Agreement.

1. Agreement to Sell and Purchase Energy. This is an agreement between Brown's Energy Services, LLC for electricity and/or Brown's Fuel Service, LLC for gas (collectively and/or individually as the case may be hereafter "Brown's"), and independent Energy Services Company, and the undersigned Customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with Brown's (the "Agreement"). Subject to the terms and conditions of this Agreement, Brown's agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by Brown's, necessary to meet Customer's requirements based upon consumption data obtained by Brown's or the delivery schedule of the Local Distribution Utility (the "LDC"). Brown's is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Brown's or the LDC's delivery schedule. The LDC will continue to deliver the natural gas and/or electricity supplied by Brown's.

2. Term. The Term is as set forth on the Customer Disclosure Statement. The Term shall commence as of the date of the first meter reading following when the change of Customer's provider to Brown's is deemed effective by the LDC, and shall continue for the period designated in the Customer Disclosure Statement. The Term for the initial period is referred to as the "Initial Term." Unless otherwise agreed to, upon completion of a 30-day Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the "Renewal Term"). When receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

Unless otherwise agreed to, upon completion of an Initial Term that exceeds 30 days, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, Brown's will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel the renewal agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or Brown's may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the Price for services provided in this Agreement is set forth on the Customer Disclosure Statement.

If Fixed, prices may be modified due to a subsequent change in a law, rule, regulation, tariff or regulatory structure. The applicable taxes will be added to all the prices herein.

If Variable, the price shall reflect each month the wholesale cost of natural gas and/or electricity (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Brown's costs, expenses and margins.

Prices are subject to change, please see Section 18 below.

For all Products with a Term of 30 days there is no Early Termination Fee ("ETF").

For any Product where the Term exceeds 30 days, if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the agreed upon Rate for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the agreed upon rate for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption. If there is a material adverse change in the business or financial condition of Customer (as determined by Brown's at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Brown's may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Brown's terminates this Agreement due to Customer's breach, the Customer shall pay Brown's, in addition to any other applicable charges, an ETF equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by Brown's of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages. Notwithstanding the foregoing, for all residential customers and commercial customers solicited through door-to-door marketing, the early termination fee will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.

Brown's will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges. Customer may receive a single bill for both commodity and delivery costs from either Brown's or the LDC, or each of the LDC and Brown's may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). Brown's may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, Brown's may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of Brown's charges due on any consolidated bill prepared by the LDC for Brown's will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$30 fee will be charged for all returned payments.

4. 100% Green Product: The Customer's electricity supply will come from renewable energy resources such as biomass, biogas, wind, solar or hydro resources in the percentage noted on the Disclosure Page of this Agreement.

5. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Brown's. Brown's may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS, upon thirty (30) days' notice to customer.

6. Information Release Authorization. Customer authorizes Brown's to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; 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 under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Brown's 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 Brown's. 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 thereof to Brown's or by calling Brown's at 1-855-276-9673. Brown's reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. Consumer Protections. The services provided by Brown's to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Brown's will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Brown's, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Brown's at 1-855-276-9673 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.ny.gov/. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

8. Rescission. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Brown's at 1-855-276-9673 or in writing at: 9 Sommers Lane, Staten Island, New York 10314. After the rescission period, Customer is liable for all Brown's charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

9. Agency-Gas. Customer hereby designates Brown's as agent to; (a) arrange and administer contracts and service agreements between Customer and Brown's and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Brown's to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Brown's as agent for the

Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Brown's agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency-Electric: Customer hereby designates Brown's as agent to; (a) arrange and administer contracts and service agreements between Customer and Brown's and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Brown's as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the NYISO Brown's load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

10. Title. Customer and Brown's agree that title to, control of, and risk of loss to the natural gas supplied by Brown's under this Agreement will transfer from Brown's to Customer at the Delivery Point(s).

11. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Brown's. Brown's makes no representations or warranties other than those expressly set forth in this Agreement, and Brown's expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

12. Force Majeure. Brown's will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but Brown's does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Brown's ("Force Majeure Events") may result in interruptions in service. Brown's will not be liable for any such interruptions caused by a Force Majeure Event, and Brown's 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, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Brown's control.

13. Liability. The remedy in any claim or suit by Customer against Brown's will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Brown's 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.

14. Contact Information. Customer may contact Brown's's Customer Service Center at 1-855-276-9673, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Brown's at: Brown's, 9 Sommers Lane, Staten Island, N. Y. 10314. Customer acknowledges that all communications from Browns to customer will be via email, at the customer email address provided on the disclosure page. If customer does not consent to receive communications by email, customer may contact Browns' customer service at the address above.

15. Dispute Resolution (Residential). In the event of a billing dispute or a disagreement involving Brown's's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Brown's by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

16. 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.

17. 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 Brown's's net income, shall be paid by Customer, and Customer agrees to indemnify Brown's and hold Brown's harmless from and against any and all such taxes.

18. 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, Brown's 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.

19. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Browns' have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

21. Telephone communication. You agree that by accepting this Agreement and providing to Brown's, its affiliates and/or assigns, your phone number, which can include a landline and or/mobile number, Brown's, its affiliates and/or assigns may call and/or text you with autodialed and/or pre-recorded information.

In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

5.4.15

NOTICE OF CANCELLATION

(Date) _____

Customer Initial: _____

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO

Seller: Brown's Fuel Service, LLC and Brown's Energy Services, LLC, 9 Sommers Lane, Staten Island, NY 10314

(Date of Transaction)

Date for Notice of Cancellation

(NOT LATER THAN MIDNIGHT OF 3RD BUSINESS DAY FOLLOWING DATE OF TRANSACTION)

I HEREBY CANCEL THIS TRANSACTION.

_____ **(Date)**

_____ **(Print Buyer's Name)**

_____ **(Buyer's Signature)**

_____ **(Account Number(s))**

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees
 - length of the agreement
 - terms for renewal of the agreement
 - cancellation process and any early termination fees, which are limited by law
 - conditions, if any, under which the ESCO guarantees cost savings
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: www.AskPSC.com