

OHIO FIXED PRICE Electric & GAS TERMS AND CONDITIONS

1.Services. Alpha Gas and Electric LLC ("Alpha") is certified by the Public Utilities Commission of Ohio ("PUCO") to offer electric & natural gas supply service in Ohio. Alpha's PUCO certificate number for natural gas supply is 13-308G and for electricity supply is 13-701E. Alpha will provide you with natural electric and/or gas supply services. Your utility will deliver the electric/natural gas to your premises.

2.Term. This Agreement shall commence as of the date that the utility sends the customer a written notice regarding the change of Customer's provider to Alpha Gas and Electric, LLC is deemed effective by your utility and shall continue for the number of billing cycles as indicated on your disclosure statement thereafter (the "Initial Term"). UNLESS OTHERWISE AGREED TO, UPON COMPLETION OF THE INITIAL TERM, THIS AGREEMENT WILL RENEW ON A NEW FIXED RATE FOR TWENTY FOUR (24) MONTHS, AS INDICATED ON A RENEWAL LETTER, WITH NO CHANGE TO THE REMAINING TERMS (THE "RENEWAL TERM"). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing thirty (30) days' advance notice of termination to the other party. Customer is liable for all Alpha Gas and Electric, LLC charges until Customer returns to the utility or goes to another supplier. This contract automatically terminates if the requested service location is not served by the incumbent utility company, if the customer moves outside the incumbent utility company service area or to an area not served by Alpha, or Alpha returns the customer to the customer's incumbent utility company sales service. Service to the Customer will begin with the next available meter reading after the processing of the customer's enrollment by the utility.

3.Price and Billing. This is a Fixed price agreement. The price that you will be charged for electric and/or natural gas during the Initial Term will be as indicated in the Disclosure Statement. The Service Benefit Charge is related to the Green Product provided. Our price does not include Distribution Utility service and other Utility-related charges. Alpha does not offer budget billing for the supply portion of the bill. Customer's utility may charge switching fees under its tariff. Your utility will issue you a consolidated bill that will include Alpha's charges for supply and the utility's distribution charges. Billing intervals will be monthly or bi-monthly, depending on the billing interval of your utility. Late payment fees: 1.5% on overdue balances. If the customer is no longer eligible to be billed by the utility, Alpha will bill the customer.

4.Rescission/Cancellation. The Customer may rescind this contract and the pending enrollment prior to midnight on the seventh day after the postmark date on the Company's confirmation notice or receipt of notice by other means, by contacting Alpha at 1-845-810-0088 or in writing, or by contacting your utility. Customer is liable for all Alpha Gas and Electric, LLC charges until Customer returns to the utility or goes to another supplier. Customer may cancel this agreement by notifying Alpha Gas and Electric, LLC in writing, orally, or electronically. For commercial accounts - In addition to any other applicable charges, Alpha will charge an Early Termination Fee ("ETF") of the greater of (a) \$250 or (b) \$.025 per kWh and/or therm multiplied by the estimated amount of kWh/therms remaining in the Initial Term under the fixed rate agreement using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining the estimated amount.

Customer has the right to terminate this contract without penalty if the customer moves outside Alpha Gas and Electric, LLC's service area or into an area where Alpha Gas and Electric, LLC charges a different price. If Customer returns to the utility for supply, the Customer may be charged a price other than the incumbent's regulated sales service rate. 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 tried up subsequent to the final meter reading.

5.Renewal. The customer's contract will be renewed without the customer's affirmative consent even when there is a change in the rate or other terms and conditions.

6.Complaints and Disputes. In the event of any dispute or complaint, please call Alpha Gas and Electric, LLC at 845-810-0088 to try to resolve the dispute or complaint. If your complaint is not resolved after you have called Alpha Gas and Electric, LLC and/or your gas utility, or for general utility information, residential and business customers may contact the 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>.

7.Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Alpha. Alpha 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 PUCO.

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

9.Alpha Gas and Electric, LLC Contact Information. Customer may contact Alpha Gas and Electric, LLC's Customer Service Center at 1.888.636.3749, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Alpha Gas and Electric, LLC at: Alpha Gas and Electric, LLC, 12 College Road, Monsey NY 10952 or email Alpha Gas and Electric, LLC at all@alphagne.com. Customer's utility will continue to respond to leaks and emergencies. Your utility may charge switching fees. Customer has the right to request from Alpha Gas and Electric, LLC, twice within a twelve-month period, up to twenty four months of the customer's payment history without charge. Alpha Gas and Electric, LLC may terminate the contract on at least fourteen calendar days written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. Alpha Gas and Electric, LLC may terminate the contract for any reason other than the customer's failure to pay or the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits Alpha Gas and Electric, LLC from performing under the terms of the contract. Alpha Gas and Electric, LLC will not disclose a customer's Social Security number and/or account number without the customer's consent except for the Alpha Gas and Electric, LLC's own collections and credit reporting, participation in programs funded by the Universal Service Fund or assigning a customer contract to another natural gas provider. If a customer switches back to the gas utility after choosing a retail natural gas supplier or opt-in governmental aggregator, the customer may be charged a price other than the incumbent natural gas company's applicable tariff rate.

10.Mandatory Arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

11.Class Action Waiver. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

12.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, ICAP market, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to the price. Alpha shall have the right to modify this Agreement to reflect such Regulatory Change by providing 45 days written notice of such modification to the Customer.

13. Green Product. Electric - Your purchase of Electricity under this Agreement causes the purchase of Renewable Energy Certificates (RECs) and supports renewable production in the region of generation. RECs do not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For every unit of renewable electricity generated, an equivalent amount of RECs is produced, and by purchasing and pairing RECs with your service you are using and receiving the benefits of that renewable energy. Your REC purchase also helps build a market for renewable energy. Increased demand for, and generation of, renewable energy helps reduce conventional energy generation in the region where the renewable energy generator is located. It also has other local and global environmental benefits which may include emitting little or no regional air pollution or carbon dioxide. The RECs in a Green-e® Energy certified product are verified and certified by Green-e® Energy, and the seller of a Green-e® Energy certified product is required to disclose the quantity, type and geographic source of each certificate. Green-e Energy has only certified the RECs, which may be sourced from outside of your local energy distribution area. Please see the Product Content Label provided at <http://www.AlphaGasandElectric.com> for this information. Green-e® Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. For information on Green-e® Energy please visit its website, www.Green-e.org. Please see the Product Content Label for more information. **Gas** - Your purchase of Gas under this Agreement causes the purchase of carbon offsets and supports renewable production in the region of generation. These carbon offsets are certified by Green-e® Climate, which requires companies to provide their customers with this notice of Price, Terms, and Conditions of service. For more information about Green-e Climate, visit www.green-e.org/climate, email climate@green-e.org, or call (415) 561-2100. These carbon offsets represent the reduction of a specific quantity of greenhouse gas (GHG) emissions. By purchasing these offsets, you alone have the right to all associated claims about the environmental benefits they embody. Carbon offsets are to be regarded as a real environmental commodity, not a donation or investment in a future emissions reduction project. The verified GHG emissions reductions you purchased are sourced from projects that have been validated and registered under high-quality project standards. The Carbon Offset Content Label located at <http://www.AlphaGasandElectric.com> represents the mix of project types, locations, and verification programs that will be used to supply your offsets. The actual percentages or metric tons of GHG emissions reductions by type may vary by a small percentage. In the case of a significant variance, the Seller of the Certified Offsets is obligated to provide you with more accurate historical disclosure. For more information see the Green-e® Climate Code of Conduct available at www.green-e.org.

14.Contact information. Dayton Power and Light Co. (DP&L), 1065 Woodman Dr., Dayton, OH 45432, 1-800-433-8500 and AEP Ohio Transmission Company, 1 Riverside Plaza, Columbus, OH 43215, 1-800-672-2231, and Columbia Gas of Ohio, Inc., 290 W. Nationwide Blvd., 240 Bldg., 4th Fl., Columbus, OH 43215-2852, 1-800-344-4077 and Duke Energy Ohio, 139 E. Fourth St., Cincinnati, OH 45202, 1-800-544-6900 and Cleveland Electric Illuminating Company, 76 S. Main St., Akron, OH 44308, 1-888-544-4877 and Vectren Energy Delivery of Ohio, Inc., One Vectren Square, P.O. Box 209, Evansville, OH 47702-0209, 1-800-227-1376 and Ohio Edison Company, 76 S. Main St., Akron, OH 44308, 1-888-544-4877 and East Ohio Gas Company (Dominion), 1201 E. 55th St., Cleveland, OH 44103, 1-800-362-7557