

REP Energy, LLC- RESIDENTIAL
TERMS OF SERVICE MASSACHUSETTS

Your TERMS OF SERVICE shall be set forth in the Welcome Letter which shall be made a part of the TERMS OF SERVICE unless otherwise agreed to in writing.

THE FOLLOWING ARE YOUR ELECTRICITY TERMS OF SERVICE (the "Agreement"), which is made a part of your Electricity Authorization by and between REP Energy, L.L.C or ("REP Energy") and you ("Customer"), with the term of service commencing on the execution date of your contract and service to commence on Service Commencement Date which is the date of the first meter read by the Electric Distribution Company ("EDC").

1. ENERGY CONSUMPTION INFORMATION. Customer hereby authorizes REP Energy, LLC to obtain Customer's current and historical electricity cost and usage data, payment and credit history, Dunn & Bradstreet number and other data reasonably necessary for REP Energy, L.L.C to provide electric service pursuant to this Agreement. Customer agrees, upon request, to provide REP Energy, L.L.C with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as REP Energy, L.L.C may reasonably require providing electric service pursuant to this Agreement.

2. PRICE: You agree to pay the price as set forth in your contract per kilowatt-hour (kWh) through your scheduled CONTRACT EXPIRATION DATE or meter read date. In addition, you are responsible for paying the UTILITY distribution charges, as well as any other applicable charges. This price includes the cost for your transmission service.

3. TERM: Service will begin on your next scheduled meter read date after the UTILITY confirms your enrollment and will continue through your CONTRACT EXPIRATION DATE or scheduled meter read date ("Initial Term"). At the conclusion of the Initial Term this agreement will automatically continue on a month-to-month basis during which time you will be charged a market-based price per kWh that may remain the same or vary for any given month or period of months. If at any time after the expiration of the Initial Term REP ENERGY proposes a new fixed price or proposes to change the terms of service, REP ENERGY will furnish you the requisite advance written notice of such proposed new fixed price or change in the terms of service.

4. BILLING FEES AND PENALTIES. You will receive a single bill from your local utility for its charges, as well as REP Energy. Your local utility will set your payment due date and inform you of the payment billing address. Your bill is subject to adjustment for any computation errors, meter misreads or other errors. REP Energy, L.L.C reserves the right to assume the billing function for our services. Our charges include the costs for the electricity component, which is sold in kilowatt hours (kWh), and a fixed monthly charge of as set forth in your Contract for costs incurred in servicing your account as specified in your Authorization. Bills not paid in full by the due date will incur a late-payment fee at an interest rate of 1.5% per month on unpaid balances or otherwise in accordance with your local utility's policies and procedures. You will be charged a \$25 fee for each returned check. REP Energy, L.L.C and your local utility are each responsible for collecting any past-due amount owed on their respective bills. If you fail to pay a past-due amount owed to REP Energy, we may transfer your electric service back to the utility. We may perform a credit check prior to enrollment, and based on its results REP Energy may elect not to enroll you as a customer and provide you notice of such action. If you do not pay your bill on time, we may cancel this agreement for non-payment with 14 days written notice. If we cancel your service for non-payment, you must pay the balance owed plus any collection fees (including all legal fees and costs) plus any applicable liquidated charges stated in the Authorization. If you cancel your service prior to the termination of your contract period you shall be charged a liquidated damages fee of \$150 for residential service.

5. CANCELLATION PROVISIONS: You have the right to cancel your enrollment and this agreement with no penalty any time before midnight of the third (3) business day after you receive this written document. Residential customers that cancel prior to the expiration of the Initial Term will be charged a \$150 cancellation fee. You will not be charged a fee if you cancel after expiration of the Initial Term. Cancellation becomes effective upon processing of your cancellation request by the UTILITY. If you move within the UTILITY service territory, you may request the UTILITY to transfer REP ENERGY's supply service to your new address.

6. CHANGE IN TERMS. REP Energy, LLC reserves the right, with 35 days written notice, to amend this agreement due to any regulatory, tariff or procedural change that may affect our ability to serve you under this agreement. If you do not wish to accept the material change in terms, you must notify REP Energy, LLC in writing within 14 days of receiving that notice. This agreement will then terminate after your next billing cycle and any unpaid balances will immediately become due. If we are unable to resolve any

dispute or you are unsatisfied with our service you may file a complaint with the Massachusetts Department of Telecommunications and Energy (DTE) through their website www.mass.gov/dte/ or by telephone 1-617-305-3500.

7. DIRECT ACCESS AUTHORIZATION. Customer shall execute all authorizations required by state or federal law to enable REP Energy to provide services pursuant to this Agreement. If, for any reason, an enrollment form is not submitted or Customer's EDC fails to approve an enrollment form submitted by REP Energy on Customer's behalf within three (3) months of the Effective Date, this Agreement may be terminated by either party, without penalty, by providing written notice of termination to either party.

8. FORCE MAJEURE. REP Energy assumes no liability or responsibility for any items or services associated with your local utility including operations and maintenance of their system, interruption of service, termination of service, failure of electricity service or deterioration of their service.

9. LIMITATION OF LIABILITY. IN THE EVENT REP ENERGY FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, CUSTOMER'S SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT BY WRITTEN NOTICE SENT VIA CERTIFIED MAIL TO REP ENERGY. IN THE EVENT REP ENERGY IS RESPONSIBLE FOR DIRECT DAMAGES FOR ITS FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS, REP ENERGY WILL BE RESPONSIBLE FOR DIRECT DAMAGES UP TO THE PRICE OF THE ELECTRICITY SERVICE PROVIDED LIMITED TO A THIRTY DAY PERIOD. FURTHER, REP ENERGY SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INJURY, CONSEQUENTIAL OR SPECIAL DAMAGES, OR CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO INTENTIONAL TORTS, NEGLIGENCE, AND STRICT LIABILITY), OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LEGAL OR EQUITABLE REMEDY OTHER THAN TERMINATION AS REFERENCED IN THE FIRST SENTENCE OF THIS SECTION.

10. ENTIRE AGREEMENT. This Agreement, including any Attachment, Welcome Letter, Exhibit or Schedule hereto, embodies the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings between the parties, whether written or oral, with respect to the subject matter hereof. If REP Energy determines that it must modify this Agreement to comply with the Rules and/or applicable law or regulation, REP Energy shall inform Customer by written notice. If there exist a material change to any term including the fees and or charges established by REP Energy, then REP Energy shall inform Customer by written notice. After notice of a material change, Customer may, within fourteen (14) days of receipt of such notice of a material change, cancel this Agreement by written notice to REP Energy. In the event that Customer cancels this Agreement as provided for in this Section, Customer shall still be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such cancellation becomes effective. Except as provided for in this Section, this Agreement may not be amended except by a written amendment signed by both Customer and REP Energy.

11. ASSIGNMENT. REP Energy may assign its rights and obligations under this Agreement to a third party that is approved by the Public Service Commission with customer notification. Customer does not have the right to assign its rights and obligations under this Agreement to a third party, and any attempt by Customer to assign its rights and obligations under this Agreement is void and without effect, unless the written permission of REP Energy is obtained prior to the assignment.

12. GOVERNING LAW. The internal laws and not the law of conflicts for the state of Massachusetts govern the formation, interpretation and performance of this Agreement. Venue is proper in Massachusetts or the state in which you receive electric service.

13. TERM OF AGREEMENT. See Welcome Letter and/or the customer authorization page for price and term. This Agreement shall become effective and the term to begin when signed with electric service to begin upon the Service Commencement Date determined by the Local Utility. However, if Customer is delinquent in paying in full on its account with its prior provider, then REP Energy shall have the right to cancel this Agreement without notice, at any time. Upon expiration of the Initial Contract Term this Agreement shall renew and continue by its terms and conditions on a month to month variable rate basis and the said variable rate for that month may be viewed on the REP Energy website at www.rep-energy.com on the first business day of the month. The price shall be reset at the then existing market price, and may be reset at each new month without prior written notice to Customer, until Customer mails a written notice to the other party at least 30 days prior to the intended cancellation date stating said intention in which event the termination will be effective at the end of the billing cycle following receipt of such notice or such date as REP Energy may state in its notice. At all times during this Agreement, REP Energy reserves the right to cancel service to the Customer if Customer fails to make payment of all amounts due REP Energy. Should cancellation for non-payment occur, in the event of cancellation for non-payment, this Agreement will be cancelled immediately. This Agreement shall continue until either party cancels as set forth above; provided however that notice of cancellation shall not be given by Customer until 60 days prior to the expiration of the contract.

Contact Info:

**REP Energy, LLC
800 Bering Drive, Suite 250
Houston, Texas 77057**

Tel Number: 713-554-4300

Toll Free Phone: 1-866-727-5658 Toll Free Fax: 1-866-651-5534