

MEDIAN ENERGY

ELECTRICITY AND NATURAL GAS SUPPLY

VARIABLE PRICE CONTRACT DISCLOSURE STATEMENT

By entering into this Agreement, Customer agrees the terms below and authorizes MEDIAN ENERGY CORP to act as Customer's agent in dealing with its Utilities.

Background

This is an agreement between Median Energy CORP ("MEDIAN"), an independent electricity generation and natural gas supplier, and the undersigned customer ("Customer" or "You") under which Customer shall obtain electricity generation supply and natural gas service and begin enrollment with MEDIAN (the "Agreement"). MEDIAN is certified by the Public Utilities Commission of Ohio to offer electricity generation supply and natural gas supply services in Ohio. Our PUCO Certificate number for electricity generation supply is 17-1188E (1). Our PUCO Certificate number for natural gas supply is 17-587G (1).

Your electricity generation prices and charges will be set by MEDIAN. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. Natural gas commodity prices and charges are set by MEDIAN. The Public Utilities Commission of Ohio regulates electricity and natural gas distribution prices and services.

You will continue to receive your bill from your Electric Distribution Utility (EDU) for all electricity supply and delivery charges and one bill from your Natural Gas Company Local Distribution Company (LDC) for all natural gas supply and delivery charges. Your EDU and LDC will continue to provide all emergency repairs and services. MEDIAN is not affiliated with and does not represent your EDU or LDC.

1. Agreement to Sell and Purchase Electricity and Natural Gas.

MEDIAN ENERGY CORP ("MEDIAN," "Seller," "we," or "us") and the undersigned customer ("Customer," "you," or "your") under which Customer shall initiate electricity and natural gas supply service and begin enrollment with MEDIAN (the "Agreement"). Subject to the terms and conditions of this Agreement, MEDIAN agrees to sell and facilitate delivery of the quantity of electricity necessary to meet Customer's requirements based upon consumption data obtained by MEDIAN from the EDU, and the quantity of natural gas necessary to meet Customer's requirements based upon consumption data obtained by MEDIAN from the LDC. The EDU will continue to deliver the electricity supplied by MEDIAN and the LDC will continue to deliver the natural gas supplied by MEDIAN.

2. Customer Acknowledgements – Customer acknowledges the following: That any sales representative with whom Customer has spoken represents MEDIAN, and is not from the EDU or NGDS; and that you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account.

3. Right of Rescission - Your EDU will send you a notice to confirm your choice of Median. You may cancel your electricity Agreement with no penalty within seven calendar days after your EDU sends your enrollment confirmation by contacting your EDU. Your LDC will send you a notice to confirm your choice of Median. You may cancel your gas Agreement with no penalty within seven business days after your LDC sends your enrollment confirmation by contacting your LDC.

4. Term - This Agreement shall commence as of the date enrollment with MEDIAN is deemed effective by the EDU and/or LDC. This Agreement shall continue for 36 billing cycles (the Initial Term). Median will provide you with a written notice forty-five to ninety days prior to the expiration of this Agreement. If a customer switches back to the electric utility, they may or may not be served under the same rates, terms and conditions that apply to other customers served by the electric utility. Unless otherwise agreed to, upon completion of an Initial Term, **this Agreement will renew automatically and does not require your affirmative consent.** Renewal will occur for a new 36 month term with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). Your contract term will start at the next available meter read date after processing of the request by the electric utility and MEDIAN. Customer may terminate this agreement at any time with no fee or penalty. A customer has the right to terminate the electricity contract without penalty if customer moves outside of Median's service area or into an area where Median charges a different price. A customer has a right to terminate the gas contract without penalty in the event the customer relocates outside the service territory of the incumbent natural gas company or within the service territory of an incumbent natural gas company that does not permit portability of the contract. The gas contract automatically terminates if any of the following occurs: 1) the requested service location is not served by the incumbent natural gas company. 2) the customer moves outside the incumbent natural gas company service area or to an area not served by

Median, or 3) Median returns the customer to the customer's incumbent natural gas company's applicable tariff service.

5. Price – This is a variable price agreement. The price you are charged for electricity supply will reflect the following factors: the cost of electricity obtained from the PJM Interconnection (including energy, capacity, settlement, ancillaries), related transmission and distribution charges, plus all applicable taxes, fees, charges or other assessments and Seller's costs, expenses and margins. This price includes transmission charges and estimated total state taxes (including Gross Receipts Tax), but excludes sales tax. There is no limit on the amount that your price can decrease or increase from month to month. Your MEDIAN electricity price may be higher or lower than the EDU's price in any particular month, and there is no maximum price. The price per ccf or mcf that you will be charged for natural gas will vary from month to month and be based on the wholesale cost of natural gas from the NYMEX exchange (including commodity, capacity, storage and balancing), transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments and Median's costs, expenses and margins. Our price does not include Distribution Utility service and other Utility-related charges. Customer's electricity and natural gas utility may charge switching fees under its tariff Customers can call MEDIAN at 1-888-316-5443 or visit our website at www.medianenergy.com for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months). *Please note that historical prices are not indicative of present or future pricing.*

6. Billing and Payment - Customer will receive a single bill from the EDU which will include both the EDU's distribution charges and MEDIAN's charges for electricity supply. Your EDU maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the regulations of PUCO. Customer will receive a single bill from the LDC which will include both the LDC's distribution charges and MEDIAN's charges for natural gas supply. Your LDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the regulations of PUCO and appropriate tariffs. Billing cycle is at a minimum 25 days.

7. Delivery Point, Title, and Taxes – All electricity sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. All natural gas sold pursuant to this Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges which are imposed with respect to the sale of electricity and natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with MEDIAN.

8. Cancellation- Customer may terminate this agreement at any time without penalty by contacting the MEDIAN Customer Service Department at 1-888-316-5443 between 8:30 a.m. – 6 p.m. ET Monday–Friday (Hours subject to change); by writing to us at: MEDIAN, 1 Lethbridge PLZ, Suite 2 Mahwah, NJ 07430; or by e-mail us at customerservice@medianenergy.com. MEDIAN may cancel this agreement at any time upon providing 14 days written

notice to Customer. Common reasons for MEDIAN to cancel this agreement would include: **Non-Payment** – If your electricity or natural gas service is terminated by your EDU or LDC, then this agreement is cancelled on the date that your service is terminated. You will owe us for amounts unpaid for our charges for electricity or natural gas supply up to the date of termination. **Customer Move** – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

9. Entire Agreement - This Agreement, including any attached enrollment form, makes up the entire Agreement between Customer and MEDIAN. MEDIAN makes no representations other than those expressly set forth in this Agreement. MEDIAN provides and Customer receives no warranties, express or implied, statutory, or otherwise and MEDIAN specifically disclaims any warranty of merchantability or fitness for a particular purpose. If, due to market conditions, MEDIAN wishes to lower prices under your existing contract, MEDIAN may do so without consent, provided there are no other changes to the terms and conditions.

10. Force Majeure - In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God and natural phenomena, such as storms, hurricanes, floods, lightning, and earthquakes, curtailment by Customer's EDU or LDC, etc., the Parties agree that such nonperformance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity or natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

11. Liability - Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. All other remedies at law or in equity are hereby waived. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims, lost profits or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise any cause of action or claim for any liability, arising from a breach of this Agreement.

12. Dispute Resolution - In the event of a billing dispute or a disagreement involving MEDIAN's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact MEDIAN by telephone or in writing as provided above. If your complaint is not resolved after you have called MEDIAN, 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 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>.

13. Assignment - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without MEDIAN's prior written consent. We may, upon thirty days prior notice and without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement any other approved supplier authorized by the PUCO. This Agreement shall be binding on each party's successors and legal assigns.

14. Governing Law - This Agreement is governed by the laws of the state of Ohio. 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 or tariff whereby MEDIAN is prevented, prohibited or frustrated from

carrying out the terms of the Agreement, at its sole discretion MEDIAN shall have the right to cancel this Agreement on 15 calendar days' notice to Customer.

15. WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY A COURT IN THE STATE OF OHIO OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES BY A TRIAL BEFORE A JUDGE AND THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT.

16. Information Release Authorization - Customer authorizes MEDIAN to obtain and review the following information from the EDU and LDC: consumption history; billing determinants; and account number. This information may be used by MEDIAN to determine whether it will commence and/or continue to provide energy supply service to Customer. The information referenced in this paragraph 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 MEDIAN. MEDIAN will not disclose a customer's Social Security number and/or account number without the customer's consent except for MEDIAN'S own collections and credit reporting, participation in programs funded by the universal service fund pursuant to Section 4928.52 of the Ohio Revised Code, or assigning a customer contract to another CRES provider. Customer's execution of this Agreement shall constitute authorization for the release of this information to MEDIAN. The customer's Social Security number, account number(s) or any customer information will not be released without the customer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code. 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 MEDIAN or by calling MEDIAN. MEDIAN reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

17. Measurement - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the EDU. Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of natural gas as supplied and reported by the LDC.

18. Severability - If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

19. Delay or Failure to Exercise Rights - No partial performance, delay or failure on our part 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. Taxes and Laws - Except as otherwise provided in this Agreement or by law, all taxes due and payable with respect to your performance of your obligations under this Agreement, shall be paid by the Customer. Any lawful tax exemption will only be recognized on a prospective basis from the date that you provide valid tax-exemption certificates to us.

21. Emergency Services - The EDU and LDC will continue to respond to leaks and emergencies. In the event of an electricity and/or natural gas emergency or service interruption, contact your EDU or LDC.

22. Notices - Median will provide you with a written notice forty-five to ninety days prior to the expiration of this Agreement.

23. Miscellaneous - If you change your energy supplier, your EDU may apply a switching fee. If you return to your EDU after switching to a retail energy service provider, you may or may not be served under the same price, terms and conditions. MEDIAN does not provide budget billing. Information regarding the generation sources and environmental characteristics of the electricity supplied by MEDIAN is available at www.medianenergy.com.

Contact Information

Supplier Information: MEDIAN, 1 Lethbridge PLZ, Suite 2, Mahwah, NJ 07430

PHONE: 1-888-316-5443 (hours of operation 9-5 est) FAX: 888-225-0195. Email customerservice@medianenergy.com. Web

