1074 BROADWAY, WOODMERE, NY 11598
PH: 855-327-6927 FAX: 516-792-2989

Third Party Supplier Contract Summary – Fixed Price

Third Party Supplier Information: **By entering into this contract, you are agreeing to purchase your electric/gas supply from this supplier.**	Plymouth Rock Energy;(855)327-6937; www.plymouthenergy.com, , 1074 Broadway, Woodmere, NY 11598 BPU **License#: GSL-0038 / ESL-0102** Plymouth Rock Energy is responsible for the generation charges to meet Customer's supply requirements.
Price Structure/Length of agreement/and end date	Fixed Price per kWh based on choice of 6, 9, 12, 18, 24 or 36 month term options listed from enrollment effective date.
Statement Regarding Savings	Although this is a "Fixed Contract, the supply price being offered for the duration of the contract period may not always provide savings to the customer.
Amount of Time required to change from TPS back to default service or to another TPS	It shall take approximately 30 days/one billing cycle in which a consumer can expect to be switched back to the EDC/GDC or to another TPS if the consumer cancels service with the current TPS.
Incentives	Plymouth does not have any incentives with this contract.
Right To Cancel/Rescind	Customer shall have seven (7) calendar days from the date of the Local Distribution Company's (LDC's) confirmation notice to contact its LDC and cancel this contract.
Contract Start Date	Contract starts when the LDC switches your account, typically in one or two billing cycles.
Contract Term/Length	Fixed rate base on choice of 6, 9 12, 18, 24 or 36 month term options listed from enrollment effective date
Cancellation/Early Termination Fees	No Early Termination Fees.
Renewal Terms	Upon completion of the "Initial Term", this Agreement will automatically renew on a month-to-month basis at the same terms, except the rate will be a variable monthly rate, unless Plymouth sends Customer written notice of proposed changes to such terms in advance of renewal date ("Renewal Term"). An "Initial Notice" shall be provide to customer 45 to 60 days prior to expiration date of Initial Fixed Term Contract or effective date of the proposes change in terms. An "Options Notice" shall be provided to Customer at least 30 days prior to the expiration date of the fixed term contract or the effective date of the proposed change in terms.
Distribution Company Information	**Elizabethtown** Gas at 1.800.242.5830; **Jersey Central Power & Light (JCP&L)** at 1.800.662.3115; **New Jersey Natural Gas** at 1.800.221.0051; **Public Service Electric & Gas (PSE&G)** at 1.800.553.PSEG (7734); **Rockland Electric aka Orange & Rockland** at 1.877.434.4100; **South Jersey Gas** at 1.888.766.9900; and Atlantic City Electric at 1.800.642.3780. GDC/EDC will continue to deliver the gas/electric and that the customer will continue to pay the GDC/EDC for this service. The customer should call the GDC/EDC in the event of any emergencies, outages or other events that are within their control and outside of the control of Plymouth.

Customer Disclosure Statement

Fixed Price	Fixed rate per kWh plus applicable taxes (contracted price does NOT include *Sales and Use Tax* and does NOT include *Gross Receipts Tax*).
Length of the agreement and end date	Fixed rate per kWh base on choice of 6, 9 12, 18, 24 or 36 month term options listed from enrollment effective date
Cancellation Provisions	Customer may terminate agreement by sending 30 days' written notice prior to the expiration of the term.
Amount of Early Termination Fee and method of calculation	None
Amount of Late Payment Fee	Customer will be charged 1.5% on overdue balances if invoice is not paid in full within 20 days of invoice date.
Provisions for renewal of the agreement	Upon completion of the "Initial Term", this Agreement will automatically renew on a month-to-month basis at the same terms, except the rate will be a variable monthly rate, unless Plymouth sends Customer written notice of proposed changes to such terms in advance of renewal date ("Renewal Term"). An "Initial Notice" shall be provided to customer 45 to 60 days prior to expiration date of Initial Fixed Term Contract or effective date of the proposes change in terms. An "Options Notice" shall be provided to Customer at least 30 days prior to the expiration date of the fixed term contract or the effective date of the proposed change in terms.. Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Special Terms and Conditions	This agreement does not offer any special terms or conditions.

New Jersey Terms & Conditions - Residential Service - License#: GSL-0038 /ESL-0102

Agreement to Sell and Purchase Energy: This is an agreement between Plymouth Rock Energy, LLC ("Plymouth") and the undersigned customer ("Customer") under which Customer shall initiate electric generation and/or natural gas supply service and begin enrollment with Plymouth (the "Agreement"). Subject to the terms and conditions of this Agreement,

Plymouth agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and/or natural gas, as estimated by Plymouth, necessary to meet Customer's requirements based upon consumption data obtained by Plymouth or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of electricity and/or natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Plymouth or the LDC's delivery schedule. The LDC will continue to deliver the electric and/or natural gas commodity supplied by Plymouth.

Term: This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Plymouth is deemed effective by the EDC, and shall continue for or either 6, 9 12, 18, 24 or 36 months thereafter, as elected by customer (the "Initial Term(s)").. Upon completion of the "Initial Term", this Agreement will automatically renew on a month-to-month basis at the same terms, except the rate will be a variable monthly rate, unless Plymouth sends Customer written notice of proposed changes to such terms in advance of renewal date ("Renewal Term").

An "Initial Notice" shall be provide to customer 45 to 60 days prior to expiration date of Initial Fixed Term Contract or effective date of the proposes change in terms.

An "Options Notice" shall be provided to Customer at least 30 days prior to the expiration date of the fixed term contract or the effective date of the proposed change in terms

While receiving service on a month-to-month basis, Customer or Plymouth may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Pricing, Billing, and Termination: Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement, as selected above, shall be a fixed price at the amount agreed to above plus all applicable taxes.

Plymouth will invoice Customer monthly for electricity delivered under this Agreement, as measured by the EDC, 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. Customer may receive a single bill for both commodity and delivery costs from either Plymouth or the EDC, or each of the EDC and Plymouth may invoice Customer separately. Plymouth may assign and sell Customer accounts receivable to EDC. If Customer payment is not received when due, Plymouth may, after 15 days written notice to Customer, cancel this agreement; provided that Customer will remain obligated to pay for all electric generation services sold to Customer prior to the cancellation. A $30 fee will be charged for all returned payments.

Usage Allowance: For fixed price service 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 may be charged a variable price for all usage in excess of the Base Load and the fixed price 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 fixed price for all usage and shall be charged for hedging, cash out costs or balancing costs.

Early Termination: If there is a material adverse change in the business or financial condition of Customer (as determined by Plymouth at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, 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, Plymouth may terminate this Agreement upon 15 days' written notice to Customer.

Assignment: Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Plymouth. Plymouth may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the PUC.

Information Release Authorization: CUSTOMER AUTHORIZES PLYMOUTH 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, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY PLYMOUTH 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 PLYMOUTH. 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 PLYMOUTH OR BY CALLING PLYMOUTH AT 1.866.539.6450. PLYMOUTH RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

Consumer Protections: The services provided by Plymouth to Customer are governed by the terms and conditions of this Agreement. An "Initial Notice" shall be provided to customer 45 to 60 days prior to the expiration date of the Customer's Initial Fixed Term Contract or effective date of the proposes change in terms. An "Options Notice" shall be provided to Customer at least 30 days prior to the expiration date of the fixed term contract or the effective date of the proposed change in terms.. Customer may obtain additional information about generation energy sources, energy efficiency, environmental impacts and historical billing data from the EDC or Plymouth.

Cancellation: Residential customers may cancel this Agreement without

penalty, provided Customer gives at least 48 hours notice, if (i) Customer moves from the address listed on the first page, (ii) a disability renders Customer unable to pay for Plymouth's service, or (iii) Customer's death, and in each case, Customer shall remain obligated to pay for all electric generation service sold prior to cancellation. In all other cases, Customer is liable for all Plymouth 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.

Agency Electric: Customer hereby designates Plymouth as agent to; (a) arrange and administer contracts and service agreements between Customer and Plymouth and those entities including the Plymouth Independent System Operator ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Plymouth as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency Natural Gas: Customer hereby designates Plymouth as agent to: (a) arrange and administer contracts and service agreements between Customer and Plymouth and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline(s) 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 Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplies with such supplies of other customers served by Plymouth to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Plymouth 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. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. Plymouth 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.

Title: All electricity and/or natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery", (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. Plymouth will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity and/or natural gas provided hereunder.

Warranty: This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and Plymouth. Plymouth makes no representations or warranties other than those expressly set forth in this Agreement, and Plymouth expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure: Plymouth will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but Plymouth does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of Plymouth ("Force Majeure Events") may result in interruptions in service. Plymouth will not be liable for any such interruptions caused by a Force Majeure Event, and Plymouth 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 LDC system, non-performance by the LDC (including, but not limited to, curtailment by the LDC), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Plymouth's control. A force majeure event does not include an inability to pay any amount owing pursuant this Agreement.

Liability: The remedy in any claim or suit by Customer against Plymouth will be solely limited to direct actual damages, provided that in no event shall Plymouth's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered electricity and/or natural gas and the price of electricity and/or natural gas under this Agreement. All other remedies at law or in equity are hereby waived. In no event will either Plymouth 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.

Contact Information: For customer assistance, you can contact Plymouth at 1.855.327.6937; the BPU's Division of Consumer Relations at 1.800.624.0241; Elizabethtown Gas at 1.800.242.5830; Jersey Central Power & Light (JCP&L) at 1.800.662.3115; New Jersey Natural Gas at 1.800.221.0051; Public Service Electric & Gas (PSE&G) at 1.800.553.PSEG (7734); Rockland Electric aka Orange & Rockland at 1.877.434.4100; South Jersey Gas at 1.888.766.9900; and Atlantic City Electric at 1.800.642.3780.

Dispute Resolution: In the event of a billing dispute or disagreement involving Plymouth's service, Customer should contact Plymouth's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. All complaints will be resolved in accordance with applicable law and Board regulations. Customer may contact the Board as provided above.

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 Jersey. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles.

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

Regulatory Changes: If at some future date there is a change in any law, rule, regulation or pricing structure whereby Plymouth is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Plymouth shall have the right to cancel this Agreement on 30 days' notice to Customer.

Emergency Service: The LDC will respond to leaks and emergencies. In the event of an electric service interruption or other emergency, Customer should immediately call their local utility at: Elizabethtown Gas 1.800.492.4009; Jersey Central Power and Light (JCP&L) at 1.888.LIGHTSS (888.544.4877); New Jersey Natural Gas at 1.800.GAS.LEAK (800.427.5325); Public Service Electric and Gas (PSE&G) at 1.800.436.PSEG (7734); Rockland Electric AKA Orange & Rockland at 1.800.533.5325; South Jersey Gas at 1.800.582.7060; and Atlantic City Electric at 1.800.833.7476, and emergency personnel. Customer should then contact Plymouth at 1.855.327.6937.

Parties Bound: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Licensure: We at Plymouth are licensed by the New Jersey Board of Public Utilities (Board) to offer and supply electric generation and natural gas supply services in New Jersey under license numbers ESL-0102 and GSL-0038 respectively.