RENAISSANCE POWER & GAS

TERMS & CONDITIONS

AGREEMENT TO SELL AND PURCHASE ENERGY - This is an Agreement between Renaissance Power & Gas, Inc. ("Renaissance Power & Gas" or Seller) and the undersigned customer ("Customer") under which Customer shall initiate electric and/or natural gas ("energy") service and begin enrollment with Renaissance Power & Gas (the "Agreement"). Customer will receive a confirmation notice from current utility of transfer of service. Customer will have 7 business days from receipt of confirmation letter in which to rescind this enrollment, and must contact their incumbent utility to do so. To rescind the agreement customer should call Duke Energy at 800-544-6900. Subject to the terms and conditions of this Agreement, Renaissance Power & Gas agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of energy, as estimated by Renaissance Power & Gas, necessary to meet Customer's requirements based upon consumption data obtained by Renaissance Power & Gas or the delivery schedule of the Local Distribution Utility (the "LDC"). The amount of energy delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Renaissance Power & Gas or by the LDC's delivery schedule. The LDC will continue to deliver the energy supplied by Renaissance Power & Gas. The LDC may charge a switching fee to Customer.

TERM - This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Renaissance Power & Gas is deemed effective by the LDC, and shall continue for **1 Month** as shown above and initialed by customer. Contract will automatically terminate without penalty if customer relocates outside the territory of the incumbent natural gas company or within the territory of an incumbent natural gas company that does not permit portability of the contract. Upon completion of the Initial Term, this Agreement will automatically renew on a **month to month basis.** Renaissance Power & Gas, Inc. may renew this Agreement without Customer's affirmative consent, even when there is a change in the rate or other terms and conditions. If the LDC rejects Customer from enrollment, Renaissance Power & Gas, Inc. shall notify Customer within five (5) business days from the LDC's notification of rejection that Customer will not be enrolled or enrollment will be delayed, along with the reasons for the rejection or delay.

EARLY TERMINATION FEE- An early termination fee shall be $0 for early cancellation of **monthly** contract unless customer moves outside of the current LDC service territory or into a territory where Renaissance Power & Gas, Inc. charges a different rate than agreed herein. There will be no early termination fee in those instances or cancellation of a month to month agreement.

PRICE – Gas and Electric Variable Price may change monthly and shall reflect the cost of gas and/or electricity obtained from all sources, including energy, capacity, settlement, ancillaries, as well as related pipeline, transmission and distribution charges, other market related factors, and applicable taxes, fees and Seller's costs, expenses and margins. Electric Fixed Rate **1 Month** price shall be **$0.127** per kWh. All Prices above, for gas and electricity sold under this Agreement do not include, but are subject to the local LDC Service and Delivery charges and state and local taxes. Utility will invoice Customer monthly for energy delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 30 days of the invoice date or be subject to a late payment charge per the Utility Policy. If Customer fails to pay each invoice in full within 30 days of the invoice date, then, in addition to any other remedies that it may have, Renaissance Power & Gas may terminate this Agreement upon 15 days written notice to Customer. Customer has the right to request from Renaissance Power & Gas, Inc., twice within a twelve (12) month period, up to twenty-four

(24) months of Customer's payment history without charge.

SWITCHING FEE – Customer should be aware that the utility may charge a switching fee to change from or back to the utility, for both gas and/or electric accounts.

BILLING - Customer may receive a single bill for both commodity and delivery costs from either Renaissance Power & Gas or the LDC, or each of the LDC and Renaissance Power & Gas may invoice Customer separately. Failure to make full payment of Renaissance Power & Gas charges due on any consolidated bill prepared by the LDC for Renaissance Power & Gas or meet any agreed-upon payment arrangements will be grounds for Renaissance Power & Gas, Inc. to terminate this Agreement with at least fourteen (14) calendar days' notice. Customer payments remitted in response to a consolidated bill shall be prorated (when so required) in accordance with procedures adopted by the Public Utilities Commission of Ohio. A fee may be charged by the LDC for all returned payments.

SERVICE – Renaissance Power & Gas will establish a gas and/or electric transportation program for Customer with its LDC in accordance with the LDC's procedures. This may require Customer to enter into a transportation agreement under LDC's transportation service agreement. Renaissance Power & Gas will act on Customer's behalf to provide coordination functions

hereunder, including, but not limited to nominating, scheduling and balancing. Renaissance Power & Gas will supply Customer's full requirements for energy at all facilities listed in this Agreement on a firm basis, and will be responsible for any penalties imposed by the LDC for failure to deliver. Customer agrees to purchase all its energy requirements from Renaissance Power & Gas on a firm basis. The electricity generation mix is 41% coal-fired Power, 35% Nuclear Power, 19.5% Natural gas-fired power, 2% Wind power,1% Hydropower, 0.5% Biomass power, 0.5% Oil-fired power, 0.5% Other. Green option electricity and natural gas are 100% carbon neutral.

DELIVERY POINT, TITLE AND TAXES - Renaissance Power & Gas warrants good title to the energy sold and delivered to Customer. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of energy. 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 Renaissance Power & Gas.

CONSUMER PROTECTION - The services provided by Renaissance Power & Gas to Customer are governed by the terms and conditions of this Agreement. Customer may obtain additional information by contacting Renaissance Power & Gas at 1-888-257-9430 or the Public Utilities Commission of Ohio ("PUCO") at 1-800-686-7826 toll free, from 8 am to 5 pm weekdays, or through its website at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service)

COVENANTS AND RIGHT TO CANCEL (RESIDENTIAL AND SMALL COMMERCIAL) – i) Customers signing up for gas and/or electricity will receive a confirmation notice of the transfer of service from Duke Energy. The customer is allowed a seven-business-day period from the confirmation notice postmark date to rescind the enrollment(s) for both gas and/or electric. Customer must contact Duke Energy to rescind the enrollment, at 800-544-6900.

ii) Customer has the right to terminate this Agreement without penalty if Customer moves outside Renaissance Power & Gas, Inc.'s service territory or
into an area where Renaissance Power & Gas, Inc. charges a different rate; iii) should a complaint or dispute arise at any time during the Contract Term of this Agreement and the complaint is not resolved after Customer has called Renaissance Power & Gas, Inc. and/or their LDC, or for general utility information, Customer may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m., weekdays, or at http://www.puco.ohio.gov; hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio Relay Service); iv) Renaissance Power & Gas, Inc. is prohibited from disclosing Customer's Social Security Number and/or Account Number(s) or any customer information will not be released without Customer's consent except for Renaissance Power & Gas, Inc.'s own collections and credit reporting, participation in programs funded by the universal service fund as detailed in Section 4928.52 of the Revised Code, or assigning this Agreement to another CRES; v) If Customer switches back to the LDC, Customer may or may not be served under the same rates, terms and conditions that apply to other customers served by the LDC; vi) Renaissance Power & Gas, Inc. does not offer budget billing for the generation portion of Customer's invoice; vii) Failure to pay LDC charges may result in Customer's disconnection from service in accordance with the terms of the LDC tariff; and (viii) If, due to a change in market conditions, Renaissance Power & Gas, Inc. wishes to lower the price per kilowatt hour charged to Customer under this Agreement, Renaissance Power & Gas, Inc. may do so without consent provided there are no changes to the terms and conditions of the Agreement.

CANCELLATION - Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Renaissance Power & Gas charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

WARRANTY- This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Renaissance Power & Gas. Renaissance Power & Gas makes no representations or warranties other than those expressly set forth in this Agreement, and Renaissance Power & Gas expressly disclaims all other warranties, express or implied.

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, curtailment by Customer's LDC or Renaissance Power & Gas' transportation capacity, or Customer's LDC appropriation of energy, etc,, the Parties agree that such non-performance 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 energy under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

LIABILITY - The remedy in any claim or suit by Customer against Renaissance Power & Gas 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 Renaissance Power & Gas 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.

MEASUREMENT- Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the LDC.

DISPUTE RESOLUTION - In the event of a billing dispute or a disagreement involving Renaissance Power & Gas' service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Renaissance Power & Gas by telephone or in writing as provided above. If Customer's complaint is not resolved after contacting Renaissance Power & Gas, Inc. and/or the LDC, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio("PUCO") by calling 1-800-686-7826 (toll free) from 8 a.m. to 5 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 customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. 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 www.pickocc.orghttp://www.pickocc.org. (File link not available) hearing or speech impaired customers may contact the Public Utilities Commission of Ohio via 7-1-1 (Ohio Relay Service).

ASSIGNMENT- Customer may at any time assign its interests in and obligations under this Agreement to another Party ("Assignee") with i) the express written consent of Renaissance Power & Gas, Inc. and ii) Satisfactory credit approval of the Assignee by Renaissance Power & Gas, Inc. Renaissance Power & Gas may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Public Utilities Commission of Ohio.

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.

RENAISSANCE POWER & GAS CONTACT INFORMATION - Customer may contact Renaissance Power & Gas' Service Contact Center at 1-888-257- 9430, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Renaissance Power & Gas, Inc.
6539 Harrison Ave., Ste. 1014, Cincinnati, OH 45247. You may also contact the Public Utilities Commission of Ohio ("PUCO") for inquiries regarding the competitive retail energy market at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at http://www.puco.ohio.gov; Hearing or speech impaired customers may contact the Public Utilities Commission of Ohio via 7-1-1 (Ohio Relay Service).

Emergency Service; Emergency Service Contacts. In the event of a gas leak, electric power outage or other emergency, please use the following toll- free numbers to directly contact your utility, 24 hours a day, 7 days a week: Duke Energy Ohio, 1-800-543-5599 (Electric Problems); 1-800-634-4300 (Gas Problems).**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 Ohio. This Agreement shall be construed under and shall be governed by the laws of Ohio without regard to the application of its conflicts of law principles.

PARTIES BOUND - This Agreement is binding upon the parties hereto and their respective successors and legal assigns. This Agreement must be signed and executed by both Parties to be valid.

CONFIDENTIALITY- Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Renaissance Power & Gas.