



CUSTOMER INFORMATION

Customer Name:		
Billing Address:		Suite:
City:	State:	Zip:
Contact Name:		Phone:
Title:	Email Address:	

PRICING INFORMATION

Price:	Term:	Begin Date:
¢ per kWh	Months	Month: Year:

Contract Acceptance Subject to Market Conditions and Final Approval by TriEagle Energy, LP
Offer Expires on

PRICING. The price for the term of the contract is subject to the Terms of Service attached hereto and made part of the contract. This price includes your Electric Generation Service Charge, Transmission Charge, Capacity Charge and estimated Sales & Use Tax (SUT). (Please review the Terms of Service pricing details and terms).

AGREEMENT TO PURCHASE ELECTRIC GENERATION SERVICE. This Agreement and accompanying Terms of Service serves as the agreement for electric generation service to be provided to you by TriEagle Energy. Subject to TriEagle Energy’s acceptance of this Agreement and enrollment by your Electric Distribution Company (“LDC”), you agree to become a TriEagle Energy customer and appoint TriEagle Energy as your limited agent to perform the necessary tasks associated with your electric service and fulfill the terms of this Agreement. TriEagle Energy agrees to sell to you and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your LDC, all in accordance with the prices and other terms and conditions set forth in this Agreement. Your electricity will be delivered to you by your LDC. Please note the following:

- TriEagle Energy is licensed by the New Jersey Board of Public Utilities (“NJ BPU”) as a Third Party Supplier (“TPS”) to offer and supply electric generation services in New Jersey. TriEagle Energy’s license number is ESL - 0134.
- TriEagle Energy sets the Electric Generation Service Charge that you pay. The Commission regulates electric distribution prices and services. The Federal Energy Regulatory Commission regulates electric transmission prices and services.

TRIEAGLE COMMERCIAL CUSTOMER AGREEMENT
FIXED RATE PRODUCT



TERM. The term of this Agreement will begin on the meter read date that your Third Party Supplier (“TPS”) is changed to TriEagle Energy by the LDC. The Initial Term of your service will begin on the start date of the next monthly billing cycle and continue for the number of monthly billing cycles set forth above. This Agreement will be effective during the Initial Term subject to the cancellation provisions as outlined in your Terms of Service. The LDC has the authority to change meter read cycles and schedules at their discretion and LDCs experience system transaction failures from time to time that may delay the meter read date. Therefore, the switch to TriEagle as your electric power supplier may take up to two (2) billing cycles.

BILLING. You will receive a monthly bill from your LDC for service which will set forth the Basic Service Charge(s) for Basic Service. That bill will contain, among other charges, TriEagle Energy's Electric Generation Service Charge for the amount of electricity you used during the billing cycle. That amount will be measured or estimated by the LDC. Your payment will be due to the LDC by the date specified in the LDC bill. If you fail to pay it on time, you could be subject to interest and late charges imposed by the LDC, and your service could be disconnected. Continued non-payment for your energy supply charges can constitute a default of this Agreement and subject to the cancellation provisions of Sections 8 through 10. Your LDC may also offer you budget, levelized or other payment plans.

SWITCH AUTHORIZATION AND ENROLLMENT. By my execution (signing) below, I hereby voluntarily authorize TriEagle Energy, L.P. to use the information I am providing in this form to enroll my electric service. I affirm and represent that I am at least 18 years of age and legally authorized to switch the Third Party Supplier for the address(es) shown below, and I have reviewed, understand and agree to the Price, Term, and the Customer Agreement and Terms of Service. Signatures by facsimile or digital shall be as effective as original signatures to this Agreement.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

TriEagle Energy, LP

P.O. Box 131615
The Woodlands, Texas 77393-1615
(877) 933-2453 FAX: (866) 324-4646
customer@trieagleenergy.com

OFFICE USE ONLY

TriEagle Energy Approval: _____

Sales Associate: _____

Processed by: _____

Date: _____



METER INFORMATION

LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:
LDC:	Account No:	Service Address:	City, State, Zip:

COMMERCIAL TERMS OF SERVICE

FIXED PRICE PRODUCT



1. **DEFINITIONS.** Set forth below are the definitions of certain terms that are incorporated into this Agreement. If you need more help with definitions, please refer to the Glossary of the New Jersey Board of Public Utilities website at <http://www.state.nj.us/bpu/residential/glossary/>.
- (a) **Agreement** - The Terms of Service and Customer Contract, as it may be amended or restated from time-to-time.
 - (b) **Basic Service** - These are the services necessary for the physical delivery of your electricity, including electric generation service, transmission and distribution. (See following for description of these terms.)
 - (c) **Basic Service Charge** - The total charge you pay to your LDC for Basic Service -- that is, the total of the Electric Generation Service Charge, which, on your bill, will include your Transmission Charges, Distribution Charges, and any monthly customer charge.
 - (d) **New Jersey Board of Public Utilities (BPU)** – the Board of regulated utilities and ensures customer protections
 - (e) **Customer Charge** - Part of the monthly basic distribution charge on each customer's bill to partially cover costs for billing, meter reading, equipment, service line maintenance and equipment by your LDC.
 - (f) **Distribution Charges** - Part of the Basic Service Charge on each customer's bill for delivering electricity from your LDC to your home or business, including the Customer Charge. The Distribution Charge is regulated by the Commission. It will vary according to how much electricity you use.
 - (g) **LDC** - An abbreviation for "Local Distribution Company." Your LDC is listed on page one (1) of this Agreement and contact information is set forth in Section 18 below.
 - (h) **TPS** – An abbreviation for "Third Party Supplier." Your TPS is TriEagle Energy, L.P.
 - (i) **Generation Service Charge** - Part of the Basic Service Charge on each customer's bill for the generation of (producing) electricity. Generation service is competitively priced and is not regulated by the Commission. This charge depends on the contract between the customer and the supplier. This is included in the price that TriEagle Energy charges you, as described in your Customer Agreement.
 - (j) **Holdover Rate** - Month-to-month (variable) energy supply charge used after expiration of this Agreement, based on prevailing PJM energy market rates and an adder to cover all other charges related to supplying electricity. Your holdover rate will include Electric Generation Service Charge, Transmission Charge and estimated Sales & Use Tax (SUT).
 - (k) **Initial Term** - In this Agreement, this is the time period during which you will receive a fixed price, as described in your Customer Agreement.
 - (l) **kWh** - An abbreviation for the basic unit of measure of electric energy, "kilowatt hours".
 - (m) **PJM Interconnection** - PJM Interconnection, LLC is a Regional transmission Organization ("RTO") that coordinates the movement of wholesale electricity in all or parts of 13 states.
 - (n) **Transmission Charges** - Part of the Basic Service Charge on each customer's bill for transporting electricity from the source of supply (the generator) to the LDC (your local utility). The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

2. **TERM.** After you accept this Agreement, the term of this Agreement will begin on the meter read date that your Third Party Supplier ("TPS") is changed to TriEagle Energy by the LDC. The Initial Term of your service will begin on the start date of the next monthly billing cycle and continue for the number of monthly billing cycles set forth in your Customer Agreement. The LDC has the authority to change meter read cycles and schedules at their discretion and LDCs experience system transaction failures from time to time that may delay the meter read date. Therefore, the switch to a new TPS may take up to two (2) billing cycles. This Agreement will be effective during the Initial Term subject to the cancellation provisions of Sections 8 through 10 below.

3. **RENEWAL.** If not renewed prior to the end of the Initial Term listed on page 1, this Agreement will continue on a month-to-month Holdover Rate.

4. **MATERIAL CHANGES TO TERMS OF SERVICE.** TriEagle Energy may modify this Agreement upon the occurrence of any event beyond its reasonable control that increases the obligations of TriEagle. If a material change is requested, TriEagle will provide you notice of change and you will have the opportunity to terminate this Agreement without charge or penalty by notifying TriEagle within 30 days of receiving notice. This Agreement will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date.

COMMERCIAL TERMS OF SERVICE
FIXED PRICE PRODUCT



5. REGULATORY CHANGES TO PRICE. If new or changes to tariffs, rates, riders, fees, or customer load profile(s), charged or authorized by your LDC, PJM, NJ BPU, FERC or other regulatory party with respect to the acquisition, sale, delivery, and purchase of the electricity will increase the cost to TriEagle for performance of this Agreement, TriEagle Energy may pass through such regulatory increases to the Customer at cost.

6. PRICING BILLING AND PAYMENT TERMS. As set forth in your Customer Agreement, TriEagle will be paid, through the bill by the LDC, for your electric generation service at the prices set for the Initial Term. As set forth in your Customer Agreement, you will pay TriEagle Energy for your electric generation service at the prices set for the Initial Term. This price includes Electric Generation Service Charge, Transmission Charge, Capacity Charge and estimated Sales & Use Tax (SUT). As to payment terms, your LDC will send you a bill monthly which will set forth the Basic Service Charge for Basic Service. That bill will contain, among other charges, TriEagle Energy's Electric Generation Service Charge for the amount of electricity you used during the billing cycle. That amount will be measured or estimated by the LDC. Your payment will be due to the LDC by the date specified in the LDC bill. If you fail to pay it on time, you could be subject to interest and late charges imposed by the LDC. If your LDC no longer provides consolidated billing to your account due to late payment history, your account will be returned to your default LDC at the next meter read. Subsequently, you will be notified that you are in breach of this Agreement and thereby cancellation of this Agreement with any applicable Early Cancellation Fees set forth in Section 8. If TriEagle invoices you directly for charges unpaid relating to your electric generation service, you will be required to pay TriEagle and remit payment by the due date listed in the bill. If you fail to pay TriEagle by the due date, TriEagle reserves the right to charge you a late fee equal to 5% of the uncontested and unpaid balance.

7. CHANGES IN CONSUMPTION. You acknowledge that the prices offered under this Agreement are based upon your existing meter(s) and forecasted usage pattern(s), which is (are) based upon historical usage pattern(s) and your eligibility for the EDC's applicable rate schedule as of the Effective Date of this Agreement. If the average on-peak load for any separately metered account for any given month is 3MWs or more (i.e., if the highest month's anticipated demand is 3MWs on-peak or more, then this paragraph is applicable), you agree to notify TriEagle Energy forty (40) days in advance of any material variances in consumption or demand, and you shall bear any actual, incremental, and reasonable charges resulting from variances (either positive or negative) in the aggregate total of all separately metered accounts in excess of ten percent (10%) on energy consumption and ten percent (10%) on demand from the corresponding monthly demand or consumption upon which pricing by TriEagle Energy was based. Such variances in energy consumption and demand shall be subject to prices based on PJM real-time hourly clearing prices.

8. CANCELLATION OF SERVICE. After your service begins, you may cancel it at any time during the Initial Term, but you will be required to pay the Early Cancellation Fee. If you cancel your service during the Initial Term, you agree to pay an Early Cancellation Fee. The Early Cancellation Fee shall be equal to 2.0¢/kWh multiplied by average monthly usage for last twelve months multiplied by the number of months remaining on the term of this Agreement; and shall include any applicable taxes including but not limited to Sales and Use Tax. You are not subject to the Early Cancellation Fee if you move to a different service location. If the Early Cancellation Fee is imposed, you agree to pay it at the time of your request to cancel this Agreement, but no later than ten (10) days after the date you receive notice to pay it. You may cancel by contacting TriEagle Energy using the contact information set forth in Section 18 below. You will be given a cancellation number at that time. Also, at that time, you will be required to select another supplier or return to the LDC for electric generation service. When you cancel, you agree that you are responsible to pay for TriEagle Energy's service through the date you are switched to another supplier or returned to the LDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which TriEagle Energy gives notice to the LDC of your cancellation request.

9. TRIEAGLE ENERGY'S RIGHT TO CANCEL SERVICE. You are affirming to TriEagle Energy that you have provided TriEagle Energy with your correct and complete customer name, address and contact information and you do not have any outstanding balance or conflicting contractual obligations with TriEagle Energy or any other TPS. If there is any evidence that any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, TriEagle Energy can cancel this Agreement immediately. If TriEagle Energy cancels this Agreement, you must still pay all TriEagle Energy charges through the date you are switched to another supplier or returned to the LDC for service and any applicable Early Cancellation Fees. Your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which TriEagle Energy gives notice to the LDC of your cancellation request.

COMMERCIAL TERMS OF SERVICE
FIXED PRICE PRODUCT



10. LDC'S RIGHT TO CANCEL SERVICE. IF YOU DO NOT PAY YOUR BILL(S), YOUR SERVICE MAY BE DISCONNECTED BY THE LDC. Your LDC will give you notice in the time frame prescribed by the New Jersey Board of Public Utilities before it disconnects your electric service. The LDC may also disconnect your electric service immediately and without notice in certain urgent situations such as: (a) the existence of a known dangerous condition; (b) where service is connected without authority by a person who has not made an application for service; (c) where service is reconnected without authority after disconnection for nonpayment; (d) where there has been tampering with equipment; or (e) where there is evidence of theft of service. This Agreement is automatically cancelled if the LDC returns you to LDC generation and distribution service.

11. CREDIT. TriEagle reserves the right to perform a credit check to determine if your credit is satisfactory for originating or continuing electric generation service under this Agreement. TriEagle reserves the sole right to determine if your credit is satisfactory. TriEagle can refuse service based on your credit standing. TriEagle may require you to be current with your LDC payments or to submit a deposit for this Agreement as condition of starting or continuing service in connection with this Agreement.

12. INFORMATION RELEASE AUTHORIZATION. Throughout the term, you authorize TriEagle to obtain information from your LDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your LDC bill, billing and payment information from your LDC. This authorization shall remain in effect as long as this Agreement is in effect.

13. TITLE TO ELECTRICITY. Title to the electricity will pass from TriEagle Energy to you when it is delivered by TriEagle Energy to the LDC.

14. FORCE MAJEURE. TriEagle Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of TriEagle Energy's reasonable control and may result in interruptions in service. TriEagle Energy is not responsible for transmitting or distributing electricity. TriEagle Energy is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the Commission or PJM Interconnection), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the LDC or any other cause beyond TriEagle Energy's reasonable control.

15. LIMITATIONS OF LIABILITIES. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. TRIEAGLE ENERGY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. TRIEAGLE ENERGY IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

16. INDEMNIFICATION. Each party to this agreement shall indemnify, defend and hold harmless the other from and against any claims arising from or out of any event, circumstance, act or incident that the indemnifying party caused due to its negligence, willful misconduct, strict liability, or any action or inaction which gives rise to any liability.

17. TRIEAGLE ENERGY'S REPRESENTATIONS AND WARRANTIES; LIMITATION. THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE LDC AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INCLUDING THE ELECTRICITY PROVIDED PURSUANT TO ANY RENEWABLE ENERGY PRODUCT REQUIREMENT. TRIEAGLE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. TRIEAGLE ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMMERCIAL TERMS OF SERVICE
FIXED PRICE PRODUCT



18. CONTACT INFORMATION.

TriEagle Energy: You may contact TriEagle Energy in one of the following ways: (a) call 1-877-933-2453, Monday through Friday 9:00 a.m. to 6:00 p.m. EST; (b) email to TriEagle Energy at customercare@trieagleenergy.com (be sure to include your account number(s)); or (c) write to TriEagle Energy at P.O. Box 131615, The Woodlands, Texas 77393-1615 (be sure to include your account number(s)). For more information about TriEagle Energy, please visit our website at www.trieagleenergy.com. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from TriEagle Energy upon request.

Your LDC (in case of emergency, including electric outage): If you have an electric outage, service interruption or other emergency, please contact your LDC at their number listed below:

LDC	Customer Service	Emergencies
PSE&G	800-436-7734	800-436-7734
Jersey Central Power & Light (JCP&L)	800-662-3115	888-544-4877
Atlantic City Electric (ACE)	800-642-3780	800-833-7476

The New Jersey Board of Public Utilities: You may contact the NJ BPU, with an Informal Complaint or otherwise, as follows: (a) call 1-800-624-0241; or (b) visit <http://www.state.nj.us/bpu/residential/contact/>

19. CHOICE OF LAW. You agree that this Agreement shall be governed by New Jersey statute, without regard to its conflict of law principles.

20. TAXES. Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.

21. ASSIGNMENT & MISCELLANEOUS PROVISIONS. This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of TriEagle Energy's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. You may not assign this Agreement without TriEagle Energy's prior written consent. TriEagle Energy may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of TriEagle Energy's assets or business; and (d) transfer this Agreement to another supplier licensed by the Commission. After assignment, TriEagle Energy will have no further obligations under this Agreement. This Agreement is binding upon you and TriEagle Energy, and will further bind each Party's successors and permitted assigns.

22. CONFIDENTIALITY. Neither party shall disclose the terms of this Agreement to any third party (other than such party's employees, lenders, counsel, transferees, assignees, accountants or other advisors) except in order to comply with any applicable law, order, regulatory or exchange rule.

23. SURVIVAL. The provision of this Agreement concerning payment, confidentiality, and indemnification shall survive the termination or expiration of this agreement.

THIS AGREEMENT WILL BE BINDING UPON CUSTOMER UPON SIGNING THE RETAIL ELECTRIC AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE. NO SIGNATURE BY THE TPS IS REQUIRED FOR THIS CONTRACT TO BE BINDING ON CUSTOMER, HOWEVER, THE CONTRACT WILL NOT BE BINDING ON THE TPS UNTIL THE CONTRACT IS EXECUTED BY A DULY AUTHORIZED REPRESENTATIVE.