

RPA ENERGY, INC.
ILLINOIS UNIFORM DISCLOSURE STATEMENT
RESIDENTIAL FIXED PRICE CONTRACT

Alternative Retail Electric Supplier Information	RPA Energy Inc. 368 9 th Ave. FL 6, New York, NY 10001 Tel: 800-685-0960 (M-F, 9 a.m. – 5 p.m.) http://www.rpa-energy.com/ info@rpaenergy.com
Rates and Product Information	
Price	During the Initial Term, your price for electricity generation supply will be a fixed price of ___ cents per kilowatt hour, plus taxes and fees, if applicable. During the Initial Term Your price for natural gas supply will be a fixed price of ___ cents per therm, plus taxes and fees, if applicable
Length of Contract	The Initial Term of this Agreement is __ months.
Early Termination Fee and Contract Renewal	
Early Termination Fee	\$0
Contract Renewal	This Agreement will automatically renew at the end of the Initial Term to another fixed rate contract. You will receive a notice not less than 30 days and not more than 60 days before the end of the Initial Term setting forth the terms of the renewable contract and explaining the process by which you can reject automatic renewal.
Right to Rescind and Cancel	
Rescission	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 800-685-0960 or ComEd at 800-334-7661 to rescind.
Cancellation	You have the right to terminate the contract without any termination fee or penalty if you contact us at 800-685-0960.

GENERAL TERMS AND CONDITIONS

RESIDENTIAL FIXED PRICE ELECTRICITY AND NATURAL GAS SUPPLY CONTRACT

RPA Energy, Inc. ("RPA") is an independent seller of electric power certified by the Illinois Commerce Commission. RPA is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group of consumer group program, or a governmental body or program of a governmental body. RPA is certified by the Illinois Commerce Commission as an Alternative Retail Electric Supplier ("ARES") to offer and supply electric generation service and as an Alternative Gas Supplier ("AGS") to offer and supply natural gas supply in Illinois. You may contact RPA Energy at 800- 685-0960 or in writing at P.O. Box 443 New York, NY 10272.

Your electric utility remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. You will receive written notification from your electric utility confirming a switch of your supply to RPA Energy. Contact information: ICC Consumer Services Division: 800-524-0795 COMED: (800) 334-7661

Renewable Energy Product: 100% of the electricity provided by RPA Energy under this agreement shall be derived from renewable energy sources. We will purchase Renewable Energy Credits (RECs) produced by wind power generation facilities located in the United States to match your electricity usage. Renewable Energy Credits are all sourced outside of Illinois from facilities in the United States and you will not have renewable energy from a specific facility within Illinois delivered to you.

1. Agreement to Sell and Purchase Electricity and/or Natural Gas. This is an agreement between RPA Energy Inc. ("RPA"), and the undersigned customer ("Customer") under which Customer agrees to initiate electricity service and begin enrollment with RPA (the "Agreement"). Subject to the terms and conditions of this Agreement, RPA agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and/or natural gas, as estimated by RPA, necessary to meet Customer's requirements based upon consumption data obtained by RPA or the delivery schedule of the LDU. 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 RPA or the LDU's delivery schedule.

2. Right of Rescission. After the LDU processes the enrollment request, Customer may rescind the contract and the pending enrollment within 10 calendar days by contacting RPA or the LDU. Customer may contact RPA's Customer Service Center at 1.800.685.0960, Monday through Friday 9:00 a.m. - 5:00 p.m. EST. For electric, the customer may also contact the LDU, Commonwealth Edison, at 1.800.334.7661. For gas, the customer may also contact Nicor Gas at 1.888.642.6748.

3. Term and Contract Renewal. The Initial Term of this Agreement can be found in the attached Disclosure Statement. RPA will begin providing your electric generation and/or natural gas beginning on a date set by your utility. You will receive written notice of contract renewal no less than 30 days and no more than 60 days from the end of the Initial Term. This notice will state the terms of your renewal contract, including the fixed rate, and explain the procedure if you decide to reject the renewal contract.

4. Pricing, Billing, and Termination. This is a fixed price agreement. The price you will pay per kWh for electricity and the price you will pay per therm for natural gas is set forth on the attached Disclosure Statement. The LDU will separately bill for, and Customer will be obligated to pay for, all LDU rates and charges.

RPA will invoice Customer monthly for electricity delivered under this Agreement, as measured by the LDU, 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 will either receive a single bill for both commodity and

delivery costs from the LDU ("Consolidated Billing") or each of the LDU and RPA will invoice Customer separately for their respective charges ("Dual Bill"). In the event of failure to timely pay for services rendered, Customer shall be liable for all costs of collection including the late payment interest set forth herein, reasonable attorneys' fees (if suit is filed), and reasonable collection agency fees. Customer payments remitted in response to a consolidated bill shall be applied in accordance with procedures adopted by the Illinois Commerce Commission ("ICC"). RPA may assign and sell Customer accounts receivable to the LDU. Failure to make full payment of RPA charges due on any consolidated bill prepared by the LDU for RPA will be grounds for disconnection of utility services in accordance with ICC rules and regulations on the termination of service, 83 Illinois Administrative Code 280.130. A \$30 fee will be charged for all returned payments.

5. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of RPA. RPA 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, or other entity as authorized by the ICC.

6. Information Release Authorization. Customer authorizes RPA to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: 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; tax status and eligibility for economic development or other incentives. This information may be used by RPA 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 RPA. 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 RPA or by calling RPA at 1.800.685.0960. RPA

reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. Cancellation. Upon cancellation pursuant to the this Agreement, Customer is liable for all RPA charges until Customer returns to the LDU 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. RPA will provide at least 15 days' notice prior to the cancellation of service to Customer.

8. Agency. Customer hereby designates RPA as agent to; (a) arrange and administer contracts and service agreements between Customer and RPA and those entities including PJM engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDU for the delivery of electricity to the Delivery Point(s) and the Customer's end-use premises. RPA as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDU. The Delivery Point for the electricity will be a point at the PJM RPA load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and RPA agree that title to, control of, and risk of loss to the electricity and/or natural gas supplied by RPA under this Agreement will transfer from RPA to Customer at the Delivery Point(s). RPA 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 electricity provided hereunder.

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

11. Force Majeure. RPA will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but RPA does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of RPA ("Force Majeure Events") may result in interruptions in service. RPA will not be liable for any such interruptions caused by a Force Majeure Event, and RPA is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, acts of any governmental authority, accidents, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU, changes in laws, rules, or regulations of any governmental authority or any other cause beyond RPA's control.

12. Liability. The remedy in any claim or suit by Customer against RPA 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 RPA or Customer be liable for

consequential, incidental, indirect, special or punitive damages. There are no third-party beneficiaries to this Agreement.

13. Contact Information. Customer may contact RPA's Customer Service Center at 1.800.685.0960, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to RPA at: P.O. Box 443 New York, NY 10272.

ICC Consumer Services Division: 800-524-0795

COMED: (800) 334-7661

14. Dispute Resolution. In the event of a billing dispute or disagreement involving RPA's service, Customer should contact RPA's Customer Service Center. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 60 days, either party may submit the dispute for resolution in a small claims court having appropriate jurisdiction, or, if the dollar amount of the dispute exceeds small claims court jurisdiction, the dispute shall be submitted to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

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

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

17. 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. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, RPA shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written or electronic mail notice of such modification to the Customer.

18. Emergency Service. The LDU remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond any service calls and emergencies. Choosing RPA as your supplier will not impact your electric service reliability. In the event of an emergency related to your electric service, Customer should immediately call Commonwealth Edison at 1-800-EDISON-1. In the event of an emergency related to your gas service, Customer should immediately call Nicor Gas at 1.888.642.6748.

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

20. Telephonic or Electronic Enrollment. The parties agree that in the case of enrollment via telephone or electronic means, execution and consent of this Agreement is deemed to be provided pursuant to the methods authorized by 83 Illinois Administrative Code Part 412.

