

MEDIAN ENERGY
OHIO ELECTRICITY AND NATURAL GAS SUPPLY
VARIABLE PRICE DISCLOSURE STATEMENT

By entering into this Agreement, Customer agrees the terms below (along with the attached Contract Summary) 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 ENERGY"), 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 licensed by the Public Utility Commission of Ohio to offer electricity generation and natural gas services in Ohio. Our PUC license number for electricity generation supply is 17-1188E (1). Our PUC license 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 Utility 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 (NGC) for all natural gas supply and delivery charges. Your EDU and NGC will continue to provide all emergency repairs and services. MEDIAN is not affiliated with and does not represent your EDU or NGC.

Definitions

Generation Charge - Charge for production of electricity. Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. Interstate Pipeline Charges-Charges for moving natural gas to the distribution lines of a distribution company. Commodity Charges- The charges for the natural gas product which is sold either in cubic feet or dekatherms. Distribution Charges- The charge for the delivery of natural gas from the city gate to the consumer.

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 NGC. The EDU will continue to deliver the electricity supplied by MEDIAN and the NGC 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 - You may cancel this Agreement at any time before midnight of the 7 business day after receiving this disclosure statement by contacting MEDIAN by phone at 1-888-316-5443 or by mail at the address above.

4. Term - This Agreement shall commence as of the date enrollment with MEDIAN is deemed effective by the EDU and/or NGC. This Agreement shall continue for 24 billing cycles (the Initial Term). 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 on at 24 month basis 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.

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 and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Seller's costs, expenses and margins. **Other factors not listed here may be considered.** 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 you are charged for natural gas supply will be a variable price that can change from month to month. 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. Starting Price – The starting price for electricity generation supply for customers starting on or about _____ is _____ per kWh. This price will apply to your first month of service from MEDIAN. The starting price for natural gas supply for customers starting on or about _____ is _____ per therm. This price will apply to your first month of service from MEDIAN.

7. 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 NGC which will include both the NGC's distribution charges and MEDIAN's charges for natural gas supply. Your NGC 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.

8. 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.

9. 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 NGC, 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.

10. Entire Agreement - This Agreement, including the Contract Summary and 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.

11. 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 NGC, 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.

12. 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.

13. 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).

14. 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 PUC. This Agreement shall be binding on each party's successors and legal assigns.

15. 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.

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 www.medianenergy.com

16. Information Release Authorization - Customer authorizes MEDIAN to obtain and review the following information from the EDU and NGC: 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. 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 NGC.

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. MEDIAN is prohibited from disclosing your social security number and/or account numbers without your consent except for MEDIAN's collections and credit reporting, participation in programs funded by the Universal Service Fund, pursuant to §4928.52 of the Ohio Revised Code, or assigning a customer contract to another CRES provider.

21. Emergency Services - The EDU and NGC 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 NGC at one of the telephone numbers listed below.

22. Notices - If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. At least 60-75 days prior to the expiration date or proposed change, we will send you the first written notice. A second notice with options for your consideration will be sent to you no later than forty-five (45) days prior to the expiration date or proposed change to your terms of service. Twice in a 12 month period, you have a right to request up to 24 months of your payment history without charge.

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.