



CUSTOMER DISCLOSURE STATEMENT

Price	Fixed, NYMEX+ or Variable
How Price is determined	<p>Electric: Fixed or Variable Price per kWh OR Gas: Fixed, NYMEX+ or Variable Price per therm/CCF.</p> <p>Gas Variable Price shall reflect each month the cost to Marathon to obtain natural gas on your behalf, including, but not limited to, commodity, capacity, storage, balancing, and transportation to the Delivery Point, plus all fees, applicable taxes, charges, or other assessments, and Marathon's costs, expenses, and profit margins.</p> <p>Electric Variable Price shall reflect each month the cost to Marathon to obtain electricity on your behalf, including, but not limited to, energy, capacity, settlement, ancillaries, and related transmission and distribution charges, plus all fees, applicable taxes, charges, or other assessments, and Marathon's costs, expenses, and profit margins.</p> <p>NYMEX+ Pricing: shall reflect each month a floating price that may vary based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the fixed adder per therm/ccf set forth above.</p> <p>Customer has been advised of all risks associated by signing this contract. Once account has been enrolled and the LDC has identified a different service class, Marathon reserves the right to adjust the account according to LDC rate classification at current corresponding price plan.</p>
Length of the agreement and end date ("Term")	For Variable Price Service, the Term continues until either party terminates this Agreement. For Fixed or NYMEX+ Price Service, the Term is for 12 months, unless otherwise specified above (the "Initial Term"). See section 4 – Term.
Process customer may use to rescind the agreement	Residential Customers may rescind by calling the toll free number at 1-888-779-7255 within three (3) business days of receipt of the sales agreement.
Administration Fees ("AF") and method of calculation	No early termination fee for Variable Price service. If Fixed or NYMEX+ Price service, the projected amount of natural gas and/or electricity to be consumed by customer the remainder of the current Term (see section 4 – Term) multiplied by the difference between the Fixed or NYMEX+ price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination; however, for all residential customers and commercial customers solicited through door-to-door marketing, the Administrative Fee will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. See Section 5 – Termination of Fixed and NYMEX+ Agreements. Agreement is based on the energy consumption used in the prior year. A deviation of ____% or more could result in additional fees for all commercial customers. See section 3 – Pricing.
Rewards Program	The Program is open to all current Marathon customers in good-standing, 18 years of age or older. Each Customer must enroll manually for the points program online at www.mecny.com – it will not be done automatically with the opening of an account. Points are earned post enrollment (not retroactively). Rewards points are earned based on payments received and are redeemable by current Customers; points not used or redeemed prior to termination are forfeited upon the closing of the account; if account becomes inactive according to Marathon, points not used or redeemed prior to such date are also forfeited. Marathon reserves the right to adjust credit or debit any points that may have been applied erroneously. Any and all adjustments are up to the sole discretion of Marathon and its subsidiaries and affiliates.

Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances.
Provisions for renewal of the agreement	For Variable Price Service, the Term continues until either party terminates this Agreement. For Fixed and NYMEX+ Price Service, after the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 30 days and no more than 60 days prior to the expiration of the Initial Term, Marathon will notify Customer in writing and/or by email of the switch to variable rate methodology at which Marathon will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Marathon does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer. See Section 4 –Term.
Regulatory Changes	If at some future date there is a change in law, rule, regulation, tariff, or regulatory structure that impacts any term, condition or provision of the agreement, including, but not limited to price, Marathon shall have the right to modify the Agreement. See section 17 – Regulatory Change for more information.
Guaranteed Savings	This Agreement does not offer guaranteed savings and your rate may be higher than the Utility rate.
Special Conditions	