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**Customized  
Energy Solutions**



November 16, 2017

VIA FEDERAL EXPRESS

Public Utilities Commission of Ohio  
Docketing Division  
13th Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

**Re: Current Power & Gas Inc. Application for Certification as a Competitive Retail Natural Gas Supplier**  
**Docket No.: 17-2365-GA-CRS – Confidential Version**

Dear Docketing Division,

Current Power & Gas Inc. ("Current"), which has filed the Public, Redacted Version of this Application at Docket No. 17-2365-GA-CRS, hereby submits the original and three (3) copies of its Initial Application as a Competitive Retail Natural Gas Supplier (CRNGS). Current respectfully requests that its financial statements, financial arrangements and forecasted financial statements, submitted under seal, be afforded protective treatment and confidentiality for the period of six (6) years as allowed by Rule 4901:1-24-08(A).

Please direct any correspondence and communication regarding this submission to the undersigned.

Respectfully Submitted,

A handwritten signature in cursive script, reading "Kira S. Bryers", is written over the typed name.

Kira S. Bryers  
Customized Energy Solutions  
Phone: 267-238-4785  
Email: [kbryers@ces-ltd.com](mailto:kbryers@ces-ltd.com)

On behalf of Current Power & Gas Inc.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician mm Date Processed 11/17/17



## **INITIAL CERTIFICATION FILING INSTRUCTIONS COMPETITIVE RETAIL NATURAL GAS SUPPLIERS**

**I. Where to File:** Applications should be sent to: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.

**II. What to File:** Applicant must submit one original notarized application signed by a principal officer and three copies including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly identified. For example, Exhibit C-10 should be marked "Exhibit C-10 "Corporate Structure."" All pages should be numbered and attached in a sequential order.

**III. Which Forms to File:** In order to supply competitive retail natural gas service (CRNGS), all suppliers are required to become certified by the Public Utilities Commission of Ohio. The information one must file, however, differs depending on the type of CRNGS that the applicant will provide. For example, a broker and/or aggregator will not file the same information as a competitive retail natural gas marketer applicant.

Because a qualifying marketer may also qualify as a broker and/or aggregator, the marketer applicant may, when applying for competitive retail natural gas marketer certification, use the form provided for competitive retail natural gas suppliers to also apply for broker and/or aggregator certification. Checkboxes are provided on the form to indicate desired status.

A summary of CRNGS definitions (from the Commission's certification rules) is provided below to help applicants determine which application form to use. Three separate application forms are provided, one each for the following services.

- ☐ **Competitive Retail Natural Gas Supplier (Marketer, Broker, Aggregator)**
- ☐ **Competitive Retail Natural Gas Broker/Aggregator**
- ☐ **Ohio Natural Gas Governmental Aggregator**

### **IV. Certified Entity Service Definitions:**

**Competitive Retail Natural Gas Service** - any retail natural gas service that may be competitively offered to consumers in this state.

**Competitive Retail Natural Gas Supplier** - a person that is engaged in a for-profit or not for-profit basis in the business of supplying or arranging for the supply of a CRNGS to consumers in this state that are not mercantile customers. "Retail natural gas supplier" includes a marketer, broker, or aggregator, but excludes a natural gas company, a governmental aggregator, a billing or collection agent, and a producer or gatherer of gas that is not a natural gas company.

**Competitive Retail Natural Gas Marketing Service** – assuming the contractual and legal responsibility for the sale and provision of CRNGS to a retail natural gas customer in this state and having title to natural gas at some point during the transaction.

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**Competitive Retail Natural Gas Brokerage Service** – assuming the contractual and legal responsibility for the sale and/or arrangement for the supply of CRNGS to a retail customer in this state without taking title to the natural gas.

**Competitive Retail Natural Gas Broker** - a person who provides retail natural gas brokerage service.

**Competitive Retail Natural Gas Aggregation Service** - combining the natural gas load of multiple retail residential customers or small commercial customers via an agreement with the customers for the purpose of purchasing retail natural gas service on an aggregated basis.

**Competitive Retail Natural Gas Aggregator** - a person who contracts with customers to combine the customers' natural gas load for the purposes of purchasing CRNGS on an aggregated basis.

**Natural Gas Governmental Aggregator** - The legislative authority of a municipal corporation, the board of township trustees, or a board of county commissioners acting exclusively under Section 4929.26 or 4929.27 of the Revised Code as an aggregator for the provision of CRNGS. For the purposes of this definition, "governmental aggregator" specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio Constitution, as an aggregator for the provision of CRNGS.

**V. Application Form:** The application is available on the Commission's web site, [www.puco.ohio.gov](http://www.puco.ohio.gov) or directly from the Commission at: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.

**VI. Confidentiality:** An applicant may file financial statements, financial arrangements, and forecasted financial statements under seal. If these exhibits are filed under seal, they will be afforded protective treatment for a period of six years from the date of the certificate for which the information is being provided.

An applicant may file a motion for a protective order for other information not filed under seal per the previous paragraph. If the motion is filed in conformance with rule 4901:1-27-07 of the Administrative Code, it shall be automatically approved on the thirty-first day after the date of filing and the information shall be afforded protective treatment for a period of six years from the date of the certificate for which the information is being provided, unless the commission or an attorney examiner appointed by the commission rules otherwise.

At the expiration of the six-year period provided for in the previous paragraphs, the information will be automatically released into the open record. An applicant wishing to extend a protective order beyond the six-year time period must comply with paragraph (F) of rule 4901-1-24 of the Administrative Code.

**VII. Commission Process for Approval:** An application for certification shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate application form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission certification process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete may cause delay in certification.

The Commission may approve, suspend, or deny an application within 30 days. If the Commission does not act within 30 days, the application is deemed automatically approved on the 31<sup>st</sup> day after the official filing date. If the Commission suspends the application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information. The Commission shall act to approve or deny a suspended application within 90 days of the date that the application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.

Unless otherwise specified by the Commission, a competitive retail electric service provider's certificate is valid for a period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-27-09 of the Ohio Administrative Code.

CRNGS (competitive retail electric service) providers shall inform the Commission of any material change to the information supplied in a certification application within thirty days of such material change in accordance with Rule 4901:1-27-11 of the Ohio Administrative Code.

**VIII. Contractual Arrangements for Capability Standards:** If the applicant is relying upon contractual arrangements with a third-party, to meet any of the certification requirements, the applicant must provide with its application all of the following:

- ☐ The legal name of any contracted entity;
- ☐ A statement that a valid contract exists between the applicant and the third-party;
- ☐ A detailed summary of the contract(s), including all services provided thereunder; and
- ☐ The documentation and evidence to demonstrate the contracting entity's capability to meet the requirements as if the contracting entity was the applicant.

**IX. Questions:** Questions regarding filing procedures should be directed to [CRNGS@puc.state.oh.us](mailto:CRNGS@puc.state.oh.us)

**X. Governing Law:** The certification/renewal of CRNGS suppliers is governed by Chapters 4901:1-27 and 4901:1-29 of the Ohio Administrative Code, and Section 4929.20 of the Ohio Revised Code.



# Public Utilities Commission

PUCO USE ONLY – Version 1.08 May 2016		
Date Received	Case Number	Certification Number
	- GA-CRS	

## INITIAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS SUPPLIERS

Please **type or print** all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-15 - Company History*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

### SECTION A - APPLICANT INFORMATION AND SERVICES

#### A-1 Applicant intends to be certified as: (check all that apply)

☒ Retail Natural Gas Aggregator ☒ Retail Natural Gas Broker ☒ Retail Natural Gas Marketer

#### A-2 Applicant information:

Legal Name Current Power & Gas Inc.  
Address 8899 E. Surrey Ave., Scottsdale, AZ 85260  
Telephone No. (602) 315-1231 Web site Address <https://www.cpg-energy.com/>

#### A-3 Applicant information under which applicant will do business in Ohio:

Name Current Power & Gas Inc.  
Address 8899 E. Surrey Ave., Scottsdale, AZ 85260  
Web site Address <https://www.cpg-energy.com/> Telephone No. (800) 975-7202

#### A-4 List all names under which the applicant does business in North America:

Current Power & Gas Inc.

#### A-5 Contact person for regulatory or emergency matters:

Name David Coburn Title Executive Chairman  
Business Address 8899 E. Surrey Ave., Scottsdale, AZ 85260  
Telephone No. (602) 315-1231 Fax No. Email Address [dcoburn@cpg-energy.com](mailto:dcoburn@cpg-energy.com)

**A-6 Contact person for Commission Staff use in investigating customer complaints:**

Name David Coburn Title Executive Chairman  
Business address 8899 E. Surrey Ave., Scottsdale, AZ 85260  
Telephone No. (602) 315-1231 Fax No. Email Address dcoburn@cpg-energy.com

**A-7 Applicant's address and toll-free number for customer service and complaints**

Customer service address 8899 E. Surrey Ave., Scottsdale, AZ 85260  
Toll-Free Telephone No. (800) 975-7202 Fax No. Email Address customerservice@cpg-energy.com

**A-8 Provide "Proof of an Ohio Office and Employee," in accordance with Section 4929.22 of the Ohio Revised Code, by listing name, Ohio office address, telephone number, and Web site address of the designated Ohio Employee**

Name John Varnell Title Executive Vice President - Sales & Marketing  
Business address 600 Superior Avenue East, Suite 1300, Fifth Third Building, Cleveland, OH 44114  
Telephone No. (214) 335-3714 Fax No. Email Address jvarnell@cpg-energy.com

**A-9 Applicant's federal employer identification number 811004809**

**A-10 Applicant's form of ownership: (Check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship                 | <input type="checkbox"/> Partnership                     |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input checked="" type="checkbox"/> Corporation              | <input type="checkbox"/> Other                           |

**A-11 (Check all that apply) Identify each natural gas company service area in which the applicant is currently providing service or intends to provide service, including identification of each customer class that the applicant is currently serving or intends to serve, for example: *residential, small commercial, and/or large commercial/industrial (mercantile) customers*. (A mercantile customer, as defined in Section 4929.01(L)(1) of the Ohio Revised Code, means a customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.)**

<input checked="" type="checkbox"/>	Columbia Gas of Ohio	<input checked="" type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial
<input checked="" type="checkbox"/>	Dominion East Ohio	<input checked="" type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial
<input checked="" type="checkbox"/>	Duke Energy Ohio	<input checked="" type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	<input checked="" type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial

**A-12 If applicant or an affiliated interest previously participated in any of Ohio's Natural Gas Choice Programs, for each service area and customer class, provide approximate start date(s) and/or end date(s) that the applicant began delivering and/or ended services.**

☐ Columbia Gas of Ohio

<input type="checkbox"/>	Residential	Beginning Date of Service	End Date
<input type="checkbox"/>	Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/>	Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/>	Industrial	Beginning Date of Service	End Date

☐ Dominion East Ohio

<input type="checkbox"/>	Residential	Beginning Date of Service	End Date
<input type="checkbox"/>	Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/>	Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/>	Industrial	Beginning Date of Service	End Date

☐ Duke Energy Ohio

<input type="checkbox"/>	Residential	Beginning Date of Service	End Date
<input type="checkbox"/>	Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/>	Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/>	Industrial	Beginning Date of Service	End Date

☐ Vectren Energy Delivery of Ohio

<input type="checkbox"/>	Residential	Beginning Date of Service	End Date
<input type="checkbox"/>	Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/>	Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/>	Industrial	Beginning Date of Service	End Date

**A-13 If not currently participating in any of Ohio's four Natural Gas Choice Programs, provide the approximate start date that the applicant proposes to begin delivering services:**

<input checked="" type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date	1/1/2018
<input checked="" type="checkbox"/>	Dominion East Ohio	Intended Start Date	1/1/2018
<input checked="" type="checkbox"/>	Duke Energy Ohio	Intended Start Date	1/1/2018
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	1/1/2018

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 **Exhibit A-14 "Principal Officers, Directors & Partners,"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 **Exhibit A-15 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-16 **Exhibit A-16 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.
- A-17 **Exhibit A-17 "Secretary of State,"** provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

## **SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 **Exhibit B-1 "Jurisdictions of Operation,"** provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.
- B-2 **Exhibit B-2 "Experience & Plans,"** provide a current description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- B-3 **Exhibit B-3 "Summary of Experience,"** provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 **Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational



status or ability to provide the services it is seeking to be certified to provide.

- B-5 Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

☒ No    ☐ Yes

If Yes, provide a separate attachment labeled as Exhibit B-5 "Disclosure of Consumer Protection Violations," detailing such violation(s) and providing all relevant documents.

- B-6 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

☒ No    ☐ Yes

If Yes, provide a separate attachment, labeled as Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation," detailing such action(s) and providing all relevant documents.

## **SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- C-1 Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information, labeled as Exhibit C-1, or indicate that Exhibit C-1 is not applicable and why.  
(This is generally only applicable to publicly traded companies who publish annual reports)
- C-2 Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. An applicant may submit a current link to the filings or provide them in paper form. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.
- C-3 Exhibit C-3 "Financial Statements,"** provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business. If the applicant does not have a balance sheet, income statement, and cash flow statement, the applicant may provide a copy of its two most recent years of tax returns (with social security numbers and account numbers redacted).

**C-4 Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant's current financial arrangements to conduct competitive retail natural gas service (CRNGS) as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.)

Renewal applicants can fulfill the requirements of Exhibit C-4 by providing a current statement from an Ohio local distribution utility (LDU) that shows that the applicant meets the LDU’s collateral requirements.

First time applicants or applicants whose certificate has expired as well as renewal applicants can meet the requirement by one of the following methods:

1. The applicant itself stating that it is investment grade rated by Moody’s, Standard & Poor’s or Fitch and provide evidence of rating from the rating agencies.
2. Have a parent company or third party that is investment grade rated by Moody’s, Standard & Poor’s or Fitch guarantee the financial obligations of the applicant to the LDU(s).
3. Have a parent company or third party that is not investment grade rated by Moody’s, Standard & Poor’s or Fitch but has substantial financial wherewithal **in the opinion of the Staff reviewer** to guarantee the financial obligations of the applicant to the LDU(s). The guarantor company’s financials must be included in the application if the applicant is relying on this option.
4. Posting a Letter of Credit with the LDU(s) as the beneficiary.

If the applicant is not taking title to the electricity or natural gas, enter "N/A" in Exhibit C-4. An N/A response is only applicable for applicants seeking to be certified as an aggregator or broker.

**C-5 Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted income statements for the applicant’s **NATURAL GAS related business activities in the state of Ohio Only**, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer. The forecasts should be in an annualized format for the two years succeeding the Application year.

**C-6 Exhibit C-6 “Credit Rating,”** provide a statement disclosing the applicant’s current credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody’s Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant’s parent or affiliate organization that guarantees the obligations of the applicant. If an applicant or its parent does not have such a credit rating, enter “N/A” in Exhibit C-6.

**C-7 Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s current credit report from Experion, Dun and Bradstreet, or a similar organization. An applicant that provides an investment grade credit rating for Exhibit C-6 may enter “N/A” for Exhibit C-7.

- C-8 Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9 Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the two most recent years preceding the application.
- C-10 Exhibit C-10 "Corporate Structure,"** provide a description of the applicant's corporate structure, not an internal organizational chart, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America. If the applicant is a stand-alone entity, then no graphical depiction is required and applicant may respond by stating that they are a stand-alone entity with no affiliate or subsidiary companies.

## **SECTION D – APPLICANT TECHNICAL CAPABILITY**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- D-1 Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.
- D-2 Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- D-3 Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Applicant Signature and Title

*David J. Cohen* Chairman/CEO

Sworn and subscribed before me this

14<sup>th</sup> day of November Month 2017 Year

*Cindy Yearsley*

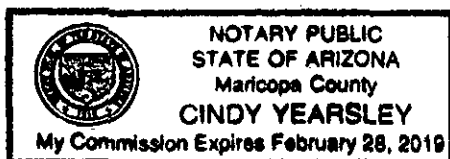
Signature of official administering oath

*Cindy Yearsley / Notary*

Print Name and Title

My commission expires on

02/28/2019





# The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )

Current Power & Gas Inc. )

for a Certificate or Renewal Certificate to Provide )  
Competitive Retail Natural Gas Service in Ohio. )

Case No.  -  -GA-CRS

County of   
State of

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

Sworn and subscribed before me this

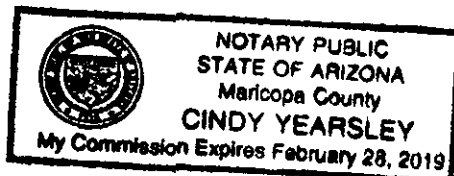
day of

Month

Year

Signature of Official Administering Oath

Print Name and Title



My commission expires on

**Exhibit A-14 "Principal Officers, Directors & Partners"**

**Current Power & Gas Inc.**

1. David Coburn, Executive Chairman  
8899 E. Surrey Ave.  
Scottsdale, AZ 85260  
[dcoburn@cpg-energy.com](mailto:dcoburn@cpg-energy.com)  
(602) 315-1231
2. Scott Osuna  
Chief Financial Officer  
1222 Commerce St., Unit 1610  
Dallas, TX 75202  
[sosuna@cpg-energy.com](mailto:sosuna@cpg-energy.com)  
(469) 682-4917
3. John Varnell  
Executive Vice President, Sales and Marketing  
600 Superior Avenue East, Suite 1300  
Fifth Third Building  
Cleveland, OH 44114  
[jvarnell@cpg-energy.com](mailto:jvarnell@cpg-energy.com)  
(214) 335-3714

## **Exhibit A-15 “Company History”**

### **Current Power & Gas Inc.**

Current Power & Gas Inc. is a Delaware corporation, incorporated on November 30, 2015, and is a subsidiary of Current Power & Gas Inc. of Vancouver, British Columbia, Canada. Current Power & Gas Inc. does not have any other parent, affiliate, or subsidiary companies.

**Exhibit A-16 “Articles of Incorporation and Bylaws”**

**Current Power & Gas Inc.**

Please see the attached Articles of Incorporation following this page. No bylaws exist or are required for Current Power & Gas Inc.

Date and Time: June 19, 2015 04:19 PM Pacific Time



**BC Registry  
Services**

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3  
[www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)

Location:  
2nd Floor - 840 Blanshard Street  
Victoria BC  
1 877 526-1526

## Notice of Articles

*BUSINESS CORPORATIONS ACT*

*This Notice of Articles was issued by the Registrar on: June 19, 2015 03:58 PM Pacific Time*

**Incorporation Number: BC1040438**

**Recognition Date and Time: Incorporated on June 19, 2015 03:58 PM Pacific Time**

### NOTICE OF ARTICLES

**Name of Company:**

CURRENT POWER & GAS INC.

### REGISTERED OFFICE INFORMATION

**Mailing Address:**

1820 - 925 WEST GEORGIA STREET  
VANCOUVER BC V6C 3L2  
CANADA

**Delivery Address:**

1820 - 925 WEST GEORGIA STREET  
VANCOUVER BC V6C 3L2  
CANADA

### RECORDS OFFICE INFORMATION

**Mailing Address:**

1820 - 925 WEST GEORGIA STREET  
VANCOUVER BC V6C 3L2  
CANADA

**Delivery Address:**

1820 - 925 WEST GEORGIA STREET  
VANCOUVER BC V6C 3L2  
CANADA



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**DIRECTOR INFORMATION****Last Name, First Name, Middle Name:**

Coburn, David G

**Mailing Address:**501 - 595 HOWE STREET  
VANCOUVER BC V6C 2T5  
CANADA**Delivery Address:**501 - 595 HOWE STREET  
VANCOUVER BC V6C 2T5  
CANADA

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**AUTHORIZED SHARE STRUCTURE**

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1. No Maximum

Common Shares

Without Par Value

Without Special Rights or  
Restrictions attached

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:20 AM 11/24/2015  
FILED 11:20 AM 11/24/2015  
SR 2015171286 - File Number 597667

STATE OF DELAWARE  
QUALIFICATION CERTIFICATE  
OF A FOREIGN CORPORATION

The foreign corporation hereby certifies as follows:

1. The name of the foreign corporation is Current Power & Gas Inc.
2. The foreign corporation is formed under the laws of British Columbia, Canada and is filing herewith a certificate evidencing its corporate existence.
3. The business which it proposes to do in the State of Delaware is as follows:  
To engage in the sale of retail electricity in the Northeast USA.
4. The Registered Office of the foreign corporation in the State of Delaware is located at 160 Greentree Drive, Suite 101 (street), in the City of Dover, Zip Code 19904.  
The name of the Registered Agent at such address upon whom process against this foreign corporation may be served is National Registered Agents, Inc.
5. The assets of said foreign corporation are \$1,300,000.00 and the liabilities thereof are \$0.00. The assets and liabilities indicated are as of a date within six months prior to the filing date of this Certificate.
6. The business which it proposes to do in the State of Delaware is the business it is authorized to do in the jurisdiction of its incorporation.

By:   
Authorized Officer

Name, David G. Coburn  
Print or Type

**Exhibit A-17 "Secretary of State"**

**Current Power & Gas Inc.**

Please see the attached Certificate of Good Standing from the Ohio Secretary of State.

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show CURRENT POWER & GAS INC., an Ohio corporation, Charter No. 3846113, having its principal location in Columbus, County of Franklin, was incorporated on January 7, 2016 and is currently in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 24th day of October, A.D. 2017.*

*Jon Husted*

Ohio Secretary of State

Validation Number: 201729702878

**Exhibit B-1 “Jurisdictions of Operation”**

**Current Power & Gas Inc.**

Current Power & Gas Inc. is licensed and serving commercial and industrial customers as a Certified Retail Electric Supplier (CRES) in Ohio.



**Public Utilities  
Commission**

John Kasich, Governor  
Asim Z. Haque, Chairman

Commissioners

Lynn Slaby  
M. Beth Trombold  
Thomas W. Johnson

**PUBLIC UTILITIES COMMISSION OF OHIO**

*Certified as a Competitive Retail Electric Service Provider*

**Revised**

Certificate Number:

**16-1060E (1)**

Issued Pursuant to Case Number(s):

**16-0459-EL-CRS**

A certificate as a Competitive Retail Electric Service Provider is hereby granted to, **Current Power & Gas Inc.** whose office or principal place of business is located at **8899 E Surrey Ave., Scottsdale AZ 85260** to provide **power marketer and power broker** services within the State of Ohio effective **March 28, 2016**.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: **June 1, 2016**

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO

Barcy F. McNeal, Secretary

Tanowa M. Troupe, Acting Secretary

Felecia D. Burdett, Acting Secretary

Certificate Expires: **March 28, 2018**

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician DMG Date Processed **JUN 01 2016**

## **CRS AUTOMATIC CASE ACTION FORM**

Case No. 16-459-EL-CRS

Date Sent: 5-31-16

Effective Date of Certificate:

Certificate Expires:

Company Name and Company Name d/b/a: Current Power & Gas Inc.

☐ Renewal

### **Action Needed:**

☐ Issue Certificate Number to: at (address):

☐ Certified To Provide the Following Services:

- ☐ Retail Generation
- ☐ Aggregation
- ☒ Power Marketer
- ☒ Power Broker
- ☐ Governmental Aggregation

☐ Renew Certificate No. to

☒ Revise Certificate No. 16-1060E (1). to (check all applicable):

☐ Reflect name change from to

☒ Reflect address change from PO Box 10627, Houston TX 77206 to 8899  
E Surrey Ave., Scottsdale AZ 85260

☐ Add new service offering to certificate:

- ☐ Retail Generation
- ☐ Aggregator
- ☐ Power Marketer
- ☐ Power Broker
- ☐ Natural Gas Governmental Aggregator

☐ Correct Administrative Error

☐ Reflect Change of Ownership to:

☐ Cancel Certificate No.

☐ Protect Un-redacted copies until

☐ Close Case File, Case Withdrawn at Applicant's Request

☐ Close Case File

**CASE NUMBER:** 16-0459-EL-CRS  
**CASE DESCRIPTION:** Current Power & Gas Inc.  
**DATE OF SERVICE:** 6/1/2016  
**DOCUMENT SIGNED ON:** 5/31/16

**Sign Here:** \_\_\_\_\_

*Am*

**APPLICANT**

**PARTY OF RECORD**

**ATTORNEY**

CURRENT POWER & GAS INC  
DAVID COBURN  
8899 E SURREY AVE.,  
SCOTTSDALE, AZ 85260  
Phone: 602-315-1231  
Email: DGCORBURN@MSN.COM

NONE

---

**ATTORNEY**

**PARTY OF RECORD**

**ATTORNEY**

none

\*Bryers, Kira S Miss  
Customized Energy Solutions Ltd.  
1528 Walnut Street  
22nd Floor  
Philadelphia, PA 19102  
Phone: (267) 238-4785  
Fax: (215) 875-9490  
Email: kbryers@ces-ltd.com

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**Exhibit B-2 “Experience & Plans”**  
**Current Power & Gas Inc.**

Current Power & Gas Inc.’s leadership has deep experience in the energy and commodities industry. Already licensed as a CRES provider in Ohio and serving commercial and industrial customers, Current plans to conduct natural gas sales exclusively through brokers and consultants. Current plans to serve all customer classes through all natural gas utility territories in Ohio. All billing will occur through the four utility territories using their standard bills with reference to Current as the Natural Gas Supplier, including Current’s toll-free number for Customer Support – (800) 975-7202. Current has included sample agreements for each customer class in each utility territory in this Exhibit.

One of Current’s executive team led sales and operations for multibillion dollar commercial and residential providers, Stream Energy. Stream Energy is an 8-billion-dollar provider of electricity and natural gas in multiple markets including PJM.

Current plans to use a process named Guardian Care to ensure education of residential and small commercial natural gas clients. This process starts in deal capture ensuring the customer is aware of the terms of the agreement as well as knowingly committed to those terms. Current will release a Welcome Package documenting those terms and disclosing the facts about our natural gas services. A second welcome will be made after their first bill is released ensuring that it arrived, and that billing addresses and terms of the agreement were met. All of this is done in coordination with our third-party channel which will receive regular training on our products and the terms.

All consumer information, customer service calls, proposals and agreements are stored in an intrusion safe industry leading CRM system called salesforce.com. customized for Current’s specific business model. Utilizing the functionality provided by Customized Energy Solutions’ (with which Current has contracted for back office support as further detailed in Exhibit D-2) software system, it will serve, and manage the customer’s energy agreement from prospect through the entire natural gas agreement. Compliance reporting will be facilitated from these systems allowing Current to provide timely information to regulators as required.

**Client Information:****Legal Entity Information**

Legal Name / DBA: _____	Legal Contact Name: _____
Legal Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	Corporate Web Site: _____
Federal Tax ID: _____	DUNS Number: _____

**Client Billing Information**

Business Name: _____	Billing Contact: _____
Billing Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Colombia Gas Ohio ('COH'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

Client	Current Power & Gas
Client Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Service Locations:							
#	Account Number	Service Address	City, State Zip	Start Date	End Date	Term	Annual Ccf
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of COH invoice for Natural Gas. COH will continue to be the Utility for Natural gas and CPG is not an affiliate of COH. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by COH. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (COH).

**Client**

**Client Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for residential use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver: Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and COH will continue to be my Utility Company and is not an affiliate of Columbia Gas Ohio.

1 Natural Gas Price:

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Ccf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to /Ccf using Columbia Gas Ohio's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Ccf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the monthly COH utility bill.

2 Billing and Payment: Client acknowledges that only one monthly bill will be issued by COH each month and will contain CPG's gas price plus applicable taxes, utility transportation and other applicable charges including any late fees assessed by Utility invoice in a timely manner (including CPG's charges). Client will pay COH invoice for the entire natural gas amount under their terms and conditions. If Client fails to pay said invoice in a timely manner, Client also acknowledges that COA may disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG.

3 Term: This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

4 Security Deposit: By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

5 Notices: Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXXX

6 Force Majeure; "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

7 Default; If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees this agreement will be \$100.00. Client is responsible for all charges through the date your cancellation is finalized by Utility.

8 Limitation of Liability; Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE

DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 9 Assignment; Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 Regulatory Event; If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 Moving/Termination: Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of COH service territory or (ii) if the requested service location is not served by COH or (iii) if Client relocates inside the COH's service territory and the COH does not have contract portability. Client agrees that if relocation is within the COH service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant COH the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 Rescission Period: Client may rescind this enrollment without penalty within seven (7) business days from post-mark date on the confirmation notice. To do so, client should contact CPG at 800.975.7202, or your utility company's customer service number listed on your bill.
- 13 Cancellation: Client may terminate this agreement without any Termination Fee within 7 business days of the Rescission Period. If Client cancels the agreement prior to the End Date, a Termination Fee of \$100 will be charged. Client is responsible for all charges through the date of cancellation which is finalized by DOE. If Client returns back to the Utility Company as the provider of Natural gas, The Utility may charge a switch fee if the Client has already switched once before within a 12 month period.
- 14 Governing Law: This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 15 Representations & No Waiver; Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of natural gas under this Agreement. Client further represents and warrants that (a) the information provided on your Enrollment Form concerning the Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them.
- 16 Questions, Complaints and Concerns: For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746, in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.

**Client:****Legal Entity Information**

<b>Legal Name / DBA:</b> _____	<b>Legal Contact Name:</b> _____
<b>Legal Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	<b>Corporate Web Site:</b> _____
<b>Federal Tax ID:</b> _____	<b>DUNS Number:</b> _____

**Client Billing Information**

<b>Business Name:</b> _____	<b>Billing Contact:</b> _____
<b>Billing Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Dominion East Ohio ('DOE'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

<b>Client</b>	<b>Current Power &amp; Gas</b>
<b>Client Signature:</b> _____	<b>Signature:</b> _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



CPG Dominion East Ohio Gas Choice Residential Agreement ver. 1

Service Locations:							
#	Account Number	Service Address	City, State Zip	Start Date	End Date	Term	Annual Mcf
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Approval of Service Locations:

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of DOE invoice for Natural Gas. DOE will continue to be the Utility for Natural gas and CPG is not an affiliate of DOE. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by DOE. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (DOE).

Client

Client Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CPG Dominion East Ohio Gas Choice Residential Agreement ver. 1**



## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for residential use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver: Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and Dominion East Ohio ("DOE") will continue to be my Utility Company and is not an affiliate of DOE.

**1 Natural Gas Price:**

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Mcf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Mcf using DOE's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Mcf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the monthly DOE utility bill.

**2 Billing and Payment:** Client acknowledges that only one monthly bill will be issued by DOE each month and will contain CPG's gas price plus applicable taxes, utility transportation and other applicable charges including any late fees assessed by Utility invoice in a timely manner (including CPG's charges). Client will pay DOE invoice for the entire natural gas amount under their terms and conditions. If Client fails to pay said invoice in a timely manner, Client also acknowledges that COA may disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG.

**3 Term:** This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location end at the End Date at the Price documented within this Agreement.

**4 Security Deposit:** By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

**5 Notices:** Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXXX

**6 Force Majeure;** "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

**7 Default;** If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees this agreement will be \$100.00. Client is responsible for all charges through the date your cancellation is finalized by Utility.

**8 Limitation of Liability; Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR

**CPG Dominion East Ohio Gas Choice Residential Agreement ver. 1**

CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 9 Assignment; Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 Regulatory Event; If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 Moving/Termination: Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of DOE service territory or (ii) if the requested service location is not served by DOE or (iii) if Client relocates inside the DOE's service territory and the DOE does not have contract portability. Client agrees that if relocation is within the DOE service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant DOE the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 Rescission Period: Client may rescind this enrollment without penalty within seven (7) business days from post-mark date on the confirmation notice. To do so, client should contact CPG at 800.975.7202, or your utility company's customer service number listed on your bill.
- 13 Cancellation: Client may terminate this agreement without any Termination Fee within 7 business days of the Rescission Period. If Client cancels the agreement prior to the End Date, a Termination Fee of \$100 will be charged. Client is responsible for all charges through the date of cancellation which is finalized by DOE. If Client returns back to the Utility Company as the provider of Natural gas, The Utility may charge a switch fee if the Client has already switched once before within a 12 month period.
- 14 Governing Law: This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 15 Representations & No Waiver; Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of natural gas under this Agreement. Client further represents and warrants that (a) the information provided on your Enrollment Form concerning the Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them..
- 16 Questions, Complaints and Concerns: For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746, in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.

**Client Information:****Legal Entity Information**

<b>Legal Name / DBA:</b> _____	<b>Legal Contact Name:</b> _____
<b>Legal Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	<b>Corporate Web Site:</b> _____
<b>Federal Tax ID:</b> _____	<b>DUNS Number:</b> _____

**Client Billing Information**

<b>Business Name:</b> _____	<b>Billing Contact:</b> _____
<b>Billing Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Duke Energy Ohio ('DEO'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

**Client**

<b>Client Signature:</b> _____
<b>Printed Name:</b> _____
<b>Title:</b> _____
<b>Date:</b> _____

**Current Power & Gas**

<b>Signature:</b> _____
<b>Printed Name:</b> _____
<b>Title:</b> _____
<b>Date:</b> _____

**Service Locations:**

#	Account Number	Service Address	City, State Zip	Start Date	End Date	Term	Annual Ccf
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of DOE invoice for Natural Gas. DEO will continue to be the Utility for Natural gas and CPG is not an affiliate of DEO. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by DEO. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (DEO).

**Client****Client Signature:** \_\_\_\_\_**Printed Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_

## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for residential use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver. Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and Duke Energy Ohio ("DEO") will continue to be my Utility Company and is not an affiliate of DEO.

**1 Natural Gas Price:**

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Ccf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Ccf using the then current MMBTU/Ccf DEO Conversion factor plus an adder of \$ \_\_\_\_\_ per Ccf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the monthly DEO utility bill.

**2 Billing and Payment:** Client acknowledges that only one monthly bill will be issued by DEO each month and will contain CPG's gas price plus applicable taxes, utility transportation and other applicable charges including any late fees assessed by Utility invoice in a timely manner (including CPG's charges). Client will pay DEO invoice for the entire natural gas amount under their terms and conditions. If Client fails to pay said invoice in a timely manner, Client also acknowledges that COA may disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG.

**3 Term:** This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

**4 Security Deposit:** By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

**5 Notices:** Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXX

**6 Force Majeure;** "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

**7 Default;** If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees this agreement will be \$100.00. Client is responsible for all charges through the date your cancellation is finalized by Utility.

**8 Limitation of Liability; Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE

DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 9 Assignment; Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 Regulatory Event; If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 Moving/Termination: Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of DEO service territory or (ii) if the requested service location is not served by DEO or (iii) if Client relocates inside the DEO's service territory and the DEO does not have contract portability. Client agrees that if relocation is within the DEO service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant DEO the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 Rescission Period: Client may rescind this enrollment without penalty within seven (7) business days from post-mark date on the confirmation notice. To do so, client should contact CPG at 800.975.7202, or your utility company's customer service number listed on your bill.
- 13 Cancellation: Client may terminate this agreement without any Termination Fee within 7 business days of the Rescission Period. If Client cancels the agreement prior to the End Date, a Termination Fee of \$100 will be charged. Client is responsible for all charges through the date of cancellation which is finalized by DEO. If Client returns back to the Utility Company as the provider of Natural gas, The Utility may charge a switch fee if the Client has already switched once before within a 12 month period.
- 14 Governing Law: This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 15 Representations & No Waiver; Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of natural gas under this Agreement. Client further represents and warrants that (a) the information provided on your Enrollment Form concerning the Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them.
- 16 Questions, Complaints and Concerns: For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746, in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.



CPG Vectren Energy Delivery of Ohio Gas Choice Residential Agreement ver. 1

Client Information:

Legal Entity Information

Legal Name / DBA:	_____	Legal Contact Name:	_____
Legal Address:	_____	Title:	_____
	_____	Phone:	_____
City:	_____	Fax:	_____
State:	_____	Email:	_____
Zip Code:	_____	Corporate Web Site:	_____
Federal Tax ID:	_____	DUNS Number:	_____

Client Billing Information

Business Name:	_____	Billing Contact:	_____
Billing Address:	_____	Title:	_____
	_____	Phone:	_____
City:	_____	Fax:	_____
State:	_____	Email:	_____
Zip Code:	_____		

Signatures:

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Vectren Energy Delivery of Ohio ("VED"). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

Client	Current Power & Gas
Client Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



CPG Vectren Energy Delivery of Ohio Gas Choice Residential Agreement ver. 1

Service Locations:							
#	Account Number	Service Address	City, State Zip	Start Date	End Date	Term	Annual Ccf
1							
2							
3							
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Approval of Service Locations:

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of VED invoice for Natural Gas. VED will continue to be the Utility for Natural gas and CPG is not an affiliate of VED. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by VED. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (VED).

Client

Client Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## CPG Vectren Energy Delivery of Ohio Gas Choice Residential Agreement ver. 1

### Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver: Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and VED will continue to be my Utility Company and is not an affiliate of Vectren Energy Delivery of Ohio.

1 Natural Gas Price:

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Ccf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Ccf using VED's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Ccf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the monthly VED utility bill.

- 2 Billing and Payment: Client acknowledges that only one monthly bill will be issued by VED each month and will contain CPG's gas price plus applicable taxes, utility transportation and other applicable charges including any late fees assessed by Utility invoice in a timely manner (including CPG's charges). Client will pay VED invoice for the entire natural gas amount under their terms and conditions. If Client fails to pay said invoice in a timely manner, Client also acknowledges that COA may disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG.

- 3 Term: This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

- 4 Security Deposit: By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

- 5 Notices: Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXXX

- 6 Force Majeure; "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

- 7 Default; If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees this agreement will be \$100.00. Client is responsible for all charges through the date your cancellation is finalized by Utility.

- 8 Limitation of Liability; Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE

**CPG Vectren Energy Delivery of Ohio Gas Choice Residential Agreement ver. 1**

DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 9 Assignment; Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 Regulatory Event; If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 Moving/Termination: Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of VED service territory or (ii) if the requested service location is not served by VED or (iii) if Client relocates inside the VED's service territory and the VED VEDs not have contract portability. Client agrees that if relocation is within the VED service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant VED the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG VEDs not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 Rescission Period: Client may rescind this enrollment without penalty within seven (7) business days from post-mark date on the confirmation notice. To do so, client should contact CPG at 800.975.7202, or your utility company's customer service number listed on your bill.
- 13 Cancellation: Client may terminate this agreement without any Termination Fee within 7 business days of the Rescission Period. If Client cancels the agreement prior to the End Date, a Termination Fee of \$100 will be charged. Client is responsible for all charges through the date of cancellation which is finalized by DOE. If Client returns back to the Utility Company as the provider of Natural gas, The Utility may charge a switch fee if the Client has already switched once before within a 12 month period.
- 14 Governing Law: This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 15 Representations & No Waiver; Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, VEDs not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 700,000 kWh; and (e) that if at any time during the term of this Agreement Client VEDs not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 16 Questions, Complaints and Concerns: For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746, in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.

**Client Information:****Legal Entity Information**

Legal Name / DBA: _____	Legal Contact Name: _____
Legal Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	Corporate Web Site: _____
Federal Tax ID: _____	DUNS Number: _____

**Client Billing Information**

Business Name: _____	Billing Contact: _____
Billing Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Colombia Gas Ohio ('COH'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

Client	Current Power & Gas
Client Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Service Locations:							
#	Account Number	Service Address	City, State Zip	Start Date	End Date	Term	Annual Ccf
1							
2							
3							
4							
5							
6							
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10							
11							
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13							
14							
15							

**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of COH invoice for Natural Gas. COH will continue to be the Utility for Natural gas and CPG is not an affiliate of COH. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by COH. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (COH).

**Client****Client Signature:** \_\_\_\_\_**Printed Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_

## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver: Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and COH will continue to be my Utility Company and is not an affiliate of Columbia Gas Ohio.

**1 Natural Gas Price:**

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Ccf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to /Ccf using Columbia Gas Ohio's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Ccf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the monthly COH utility bill.

**2 Billing and Payment:** Client acknowledges that only one monthly bill will be issued by COH each month and will contain CPG's gas price plus applicable taxes, utility transportation and other applicable charges including any late fees assessed by Utility invoice in a timely manner (including CPG's charges). Client will pay COH invoice for the entire natural gas amount under their terms and conditions. If Client fails to pay said invoice in a timely manner, Client also acknowledges that COA may disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG.

**3 Term:** This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

**4 Security Deposit:** By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

**5 Notices:** Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXX

**6 Force Majeure:** "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

**7 Default:** If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees for Service Locations with an annual consumption of less than 5,000 Ccf will be \$100.00. For Service Locations with an annual consumption greater than 5,000 Ccf, Termination CPG shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Fees = \$0.10 x (the amount of natural gas, in Ccf, remaining to be delivered under the terminated agreements according to CPG's consumption forecast). CPG shall provide a written explanation of its calculation of the Termination Payment to Client, and the Termination Payment shall be due within five (5) Business Days thereafter. It may take COH additional time to complete the cancellation process, as required under program rules. Client is responsible for all charges through the date your cancellation is finalized by COH.

**8 Limitation of Liability; Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES,

BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 9 Assignment; Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 Regulatory Event; If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 Moving/Termination: Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of COH service territory or (ii) if the requested service location is not served by COH or (iii) if Client relocates inside the COH's service territory and the COH does not have contract portability. Client agrees that if relocation is within the COH service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant COH the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 Governing Law: This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 13 Representations & No Waiver; Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 5,000 Ccf; and (e) that if at any time during the term of this Agreement Client does not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 14 Questions, Complaints and Concerns: For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746, in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.

**Client:****Legal Entity Information**

<b>Legal Name / DBA:</b> _____	<b>Legal Contact Name:</b> _____
<b>Legal Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	<b>Corporate Web Site:</b> _____
<b>Federal Tax ID:</b> _____	<b>DUNS Number:</b> _____

**Client Billing Information**

<b>Business Name:</b> _____	<b>Billing Contact:</b> _____
<b>Billing Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	<b>Residential</b> <input type="checkbox"/> <b>Small Commercial</b> <input type="checkbox"/>

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Dominion East Ohio ('DOE'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

<b>Client</b>	<b>Current Power &amp; Gas</b>
<b>Client Signature:</b> _____	<b>Signature:</b> _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

<b>Service Locations:</b>							
#	Account Number	Service Address	City, State Zip	Start Date	End Date	Term	Annual Mcf
1							
2							
3							
4							
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**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of DOE invoice for Natural Gas. DOE will continue to be the Utility for Natural gas and CPG is not an affiliate of DOE. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by DOE. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (DOE).

**Client****Client Signature:** \_\_\_\_\_**Printed Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_





**CPG Dominion East Ohio Gas Choice Sales Agreement ver. 1**

## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver: Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and Dominion East Ohio ("DOE") will continue to be my Utility Company and is not an affiliate of DOE.

1 Natural Gas Price:

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Mcf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Mcf using DOE's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Mcf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the monthly DOE utility bill.

- 2 **Billing and Payment:** Client acknowledges that only one monthly bill will be issued by DOE each month and will contain CPG's gas price plus applicable taxes, utility transportation and other applicable charges including any late fees assessed by Utility invoice in a timely manner (including CPG's charges). Client will pay DOE invoice for the entire natural gas amount under their terms and conditions. If Client fails to pay said invoice in a timely manner, Client also acknowledges that COA may disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG.
- 3 **Term:** This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.
- 4 **Security Deposit:** By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.
- 5 **Notices:** Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXX
- 6 **Force Majeure:** "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.
- 7 **Default:** If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees for Service Locations with an annual consumption of less than 5,000 Ccf will be \$100.00. For Service Locations with an annual consumption greater than 5,000 Ccf, Termination CPG shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Fees = \$0.10 x (the amount of natural gas, in Ccf, remaining to be delivered under the terminated agreements according to CPG's consumption forecast). CPG shall provide a written explanation of its calculation of the Termination Payment to Client, and the Termination Payment shall be due within five (5) Business Days thereafter. It may take DOE additional time to complete the cancellation process, as required under program rules. Client is responsible for all charges through the date your cancellation is finalized by DOE.
- 8 **Limitation of Liability; Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S

**CPG Dominion East Ohio Gas Choice Sales Agreement ver. 1**

LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 9 **Assignment;** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 **Regulatory Event;** If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 **Moving/Termination:** Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of DOE service territory or (ii) if the requested service location is not served by DOE or (iii) if Client relocates inside the DOE's service territory and the DOE does not have contract portability. Client agrees that if relocation is within the DOE service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant DOE the right to provide CPG with account and meter number(s) for my the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 **Rescission Period:** Client may rescind this enrollment without penalty within seven (7) business days from post-mark date on the confirmation notice. To do so, client should contact CPG at 800.975.7202, or your utility company's customer service (Dominion Ohio 800..62.7557).
- 13 **Governing Law:** This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 14 **Representations & No Waiver;** Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 5000 Ccf per year; and (e) that if at any time during the term of this Agreement Client does not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 15 **Questions, Complaints and Concerns:** For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746, in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents Utility customers



**CPG Dominion East Ohio Gas Choice Sales Agreement ver. 1**

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: <http://www.pickocc.org>.

**Client Information:****Legal Entity Information**

<b>Legal Name / DBA:</b> _____	<b>Legal Contact Name:</b> _____
<b>Legal Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	<b>Corporate Web Site:</b> _____
<b>Federal Tax ID:</b> _____	<b>DUNS Number:</b> _____

**Client Billing Information**

<b>Business Name:</b> _____	<b>Billing Contact:</b> _____
<b>Billing Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Duke Energy Ohio ('DEO'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

<b>Client</b>	<b>Current Power &amp; Gas</b>
<b>Client Signature:</b> _____	<b>Signature:</b> _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

<b>Service Locations:</b>							
<b>#</b>	<b>Account Number</b>	<b>Service Address</b>	<b>City, State Zip</b>	<b>Start Date</b>	<b>End Date</b>	<b>Term</b>	<b>Annual Ccf</b>
1							
2							
3							
4							
5							
6							
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10							
11							
12							
13							
14							
15							

**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of DEO invoice for Natural Gas. DEO will continue to be the Utility for Natural gas and CPG is not an affiliate of DEO. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by DEO. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (DEO).

### Client

**Client Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Terms of Service



## CPG Duke Energy Ohio Gas Choice Sales Agreement ver. 1

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver. Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and Duke Energy Ohio ("DEO") will continue to be my Utility Company and is not an affiliate of DEO.

### 1 Natural Gas Price:

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Ccf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Ccf using the then current MMBTU/Ccf DEO Conversion factor plus an adder of \$ \_\_\_\_\_ per Ccf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the monthly DEO utility bill.

### 2 Billing and Payment: Client acknowledges that only one monthly bill will be issued by DEO each month and will contain CPG's gas price plus applicable taxes, utility transportation and other applicable charges including any late fees assessed by Utility invoice in a timely manner (including CPG's charges). Client will pay DEO invoice for the entire natural gas amount under their terms and conditions. If Client fails to pay said invoice in a timely manner, Client also acknowledges that COA may disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG.

### 3 Term: This agreement shall become effective after acceptance and signature by both Client CPG ("Effective Date"). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

### 4 Security Deposit: By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

### 5 Notices:

Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXXX

### 6 Force Majeure; "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

### 7 Default; If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees for Service Locations with an annual consumption of less than 5,000 Ccf will be \$100.00. For Service Locations with an annual consumption greater than 5,000 Ccf, Termination CPG shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Fees = \$0.10 x (the amount of natural gas, in Ccf, remaining to be delivered under the terminated agreements according to CPG's consumption forecast). CPG shall provide a written explanation of its calculation of the Termination Payment to Client, and the Termination Payment shall be due within five (5) Business Days thereafter. It may take DEO additional time to complete the cancellation process, as required under program rules. Client is responsible for all charges through the date your cancellation is finalized by DEO.

### 8 Limitation of Liability; Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR

CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 9 Assignment; Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 Regulatory Event; If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 Moving/Termination: Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of DEO service territory or (ii) if the requested service location is not served by DEO or (iii) if Client relocates inside the DEO's service territory and the DEO does not have contract portability. Client agrees that if relocation is within the DEO service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant DEO the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 Governing Law: This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 13 Representations & No Waiver; Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 5000 Ccf per year; and (e) that if at any time during the term of this Agreement Client does not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 14 Questions, Complaints and Concerns: For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: XXX.XXX.XXXX, in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.



**Client Information:****Legal Entity Information**

Legal Name / DBA: _____	Legal Contact Name: _____
Legal Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	Corporate Web Site: _____
Federal Tax ID: _____	DUNS Number: _____

**Client Billing Information**

Business Name: _____	Billing Contact: _____
Billing Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Vectren Energy Delivery of Ohio ('VED'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

<b>Client</b>	<b>Current Power &amp; Gas</b>
Client Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



CPG Vectren Energy Delivery of Ohio Gas Choice Sales Agreement ver. 1

Service Locations:							
#	Account Number	Service Address	City, State Zip	Start Date	End Date	Term	Annual Ccf
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Approval of Service Locations:

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of VED invoice for Natural Gas. VED will continue to be the Utility for Natural gas and CPG is not an affiliate of VED. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by VED. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (VED).

Client

Client Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Terms of Service



### CPG Vectren Energy Delivery of Ohio Gas Choice Sales Agreement ver. 1

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver: Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and VED will continue to be my Utility Company and is not an affiliate of Columbia Gas Ohio..

1 Natural Gas Price:

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Ccf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Ccf using VED's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Ccf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the monthly VED utility bill.

- 2 Billing and Payment: Client acknowledges that only one monthly bill will be issued by VED each month and will contain CPG's gas price plus applicable taxes, utility transportation and other applicable charges including any late fees assed by Utility invoice in a timely manner (including CPG's charges). Client will pay VED invoice for the entire natural gas amount under their terms and conditions. If Client fails to pay said invoice in a timely manner, Client also acknowledges that COA may disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG.

- 3 Term: This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

- 4 Security Deposit: By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

- 5 Notices: Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXX

- 6 Force Majeure; "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

- 7 Default; If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees for Service Locations with an annual consumption of less than 5,000 Ccf will be \$100.00. For Service Locations with an annual consumption greater than 5,000 Ccf, Termination CPG shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Fees = \$0.10 x (the amount of natural gas, in Ccf, remaining to be delivered under the terminated agreements according to CPG's consumption forecast). CPG shall provide a written explanation of its calculation of the Termination Payment to Client, and the Termination Payment shall be due within five (5) Business Days thereafter. It may take VED additional time to complete the cancellation process, as required under program rules. Client is responsible for all charges through the date your cancellation is finalized by VED.

- 8 Limitation of Liability; Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES

**CPG Vectren Energy Delivery of Ohio Gas Choice Sales Agreement ver. 1**

RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 9 Assignment; Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 Regulatory Event; If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 Moving/Termination: Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of VED service territory or (ii) if the requested service location is not served by VED or (iii) if Client relocates inside the VED's service territory and the VED VEDs not have contract portability. Client agrees that if relocation is within the VED service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant VED the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG VEDs not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 Governing Law: This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 13 Representations & No Waiver; Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, VEDs not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 5,000 Ccf; and (e) that if at any time during the term of this Agreement Client VEDs not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 14 Questions, Complaints and Concerns: For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: XXX.XXX.XXXX, in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.

**Client Information:****Legal Entity Information**

<b>Legal Name / DBA:</b> _____	<b>Legal Contact Name:</b> _____
<b>Legal Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	<b>Corporate Web Site:</b> _____
<b>Federal Tax ID:</b> _____	<b>DUNS Number:</b> _____

**Client Billing Information**

<b>Business Name:</b> _____	<b>Billing Contact:</b> _____
<b>Billing Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Columbia Gas Ohio ('COH'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

<b>Client</b>	<b>Current Power &amp; Gas</b>
<b>Client Signature:</b> _____	<b>Signature:</b> _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

Service Locations:														
#	Account Number	Service Address	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
		Totals												

**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of COH invoice for Natural Gas. COH will continue to be the Utility for Natural gas and CPG is not an affiliate of COH. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by COH. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (COH).

**Client**

**Client Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver. Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and COH will continue to be my Utility Company and is not an affiliate of Columbia Gas Ohio.

**1 Natural Gas Price:**

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Ccf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Ccf using Columbia Gas Ohio's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Ccf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the separate monthly COH utility bill.

- 2 Billing and Payment:** Client acknowledges that only one monthly bill will be issued by CPG each month and will contain CPG's gas price plus applicable taxes. Utility transportation and other applicable transportation charges including any late fees assessed by COH will be invoiced separately by COH. Client will pay CPG invoice for the entire natural gas amount under the terms and conditions of this agreement. If Client fails to pay said invoice in a timely manner, Client also acknowledges that CPG may ask COH to disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG. For all amounts billed by Current, payment shall be due twenty-one (21) days after the applicable invoice date. For all amounts billed directly by Current, past due amounts will incur a late payment charge of 1.5% per month or the maximum amount allowable by law. Client is responsible for any and all costs, attorney and legal fees incurred by Current for the collection of any outstanding balance owed by you. If Client fails to pay Utility related charges may result in service being disconnected in accordance with the electric utility tariff. Current charges twenty-five dollars (\$25.00) for any transaction not processed due to insufficient funds or credit availability, including checks or Automated Clearing House (ACH).

- 3 Term:** This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

- 4 Security Deposit:** By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

- 5 Notices:** Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXX

- 6 Force Majeure:** "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

- 7 Default:** If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees for Service Locations with an annual consumption of less than 5,000 Ccf will be \$100.00. For Service Locations with an annual consumption greater than 5,000 Ccf, Termination CPG shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Fees = \$0.10 x (the amount of natural gas, in Ccf, remaining to be delivered under the terminated agreements according to CPG's consumption forecast). CPG shall provide a written explanation of its calculation of the Termination Payment to Client, and the Termination Payment shall be due within five (5) Business Days thereafter. It may take COH additional time to complete the cancellation process, as required under program rules. Client is responsible for all charges through the date your cancellation is finalized by COH.

- 8 **Limitation of Liability; Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.
- 9 **Assignment;** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 **Regulatory Event;** If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 **Moving/Termination:** Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of COH service territory or (ii) if the requested service location is not served by COH or (iii) if Client relocates inside the COH's service territory and the COH does not have contract portability. Client agrees that if relocation is within the COH service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant COH the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 **Governing Law:** This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 13 **Representations & No Waiver;** Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 5000 Ccf per year; and (e) that if at any time during the term of this Agreement Client does not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 14 **Questions, Complaints and Concerns:** For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746 in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.



**Client Information:****Legal Entity Information**

Legal Name / DBA: _____	Legal Contact Name: _____
Legal Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	Corporate Web Site: _____
Federal Tax ID: _____	DUNS Number: _____

**Client Billing Information**

Business Name: _____	Billing Contact: _____
Billing Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Colombia Gas Ohio ("DOE"). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

**Client**

Client Signature: _____
Printed Name: _____
Title: _____
Date: _____

**Current Power & Gas**

Signature: _____
Printed Name: _____
Title: _____
Date: _____

**Service Locations:**

#	Account Number	Service Address	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
		<b>Totals</b>												

**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of DOE invoice for Natural Gas. DOE will continue to be the Utility for Natural gas and CPG is not an affiliate of DOE. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by DOE. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (DOE).

**Client****Client Signature:** \_\_\_\_\_**Printed Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_

## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver. Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and Dominion East Ohio ("DOE") will continue to be my Utility Company and is not an affiliate of DOE.

**1 Natural Gas Price:**

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Mcf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Mcf using DOE's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Mcf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the separate monthly DOE utility bill.

- 2 Billing and Payment:** Client acknowledges that only one monthly bill will be issued by CPG each month and will contain CPG's gas price plus applicable taxes. Utility transportation and other applicable transportation charges including any late fees assessed by DOE will be invoiced separately by DOE. Client will pay CPG invoice for the entire natural gas amount under the terms and conditions of this agreement. If Client fails to pay said invoice in a timely manner, Client also acknowledges that CPG may ask DOE to disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG. For all amounts billed by Current, payment shall be due twenty-one (21) days after the applicable invoice date. For all amounts billed directly by Current, past due amounts will incur a late payment charge of 1.5% per month or the maximum amount allowable by law. Client is responsible for any and all costs, attorney and legal fees incurred by Current for the collection of any outstanding balance owed by you. If Client fails to pay Utility related charges may result in service being disconnected in accordance with the electric utility tariff. Current charges twenty-five dollars (\$25.00) for any transaction not processed due to insufficient funds or credit availability, including checks or Automated Clearing House (ACH).

- 3 Term:** This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

- 4 Security Deposit:** By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

- 5 Notices:** Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpge-energy.com](mailto:notices@cpge-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXXX

- 6 Force Majeure:** "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

- 7 Default:** If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees for Service Locations with an annual consumption of less than 5,000 Ccf will be \$100.00. For Service Locations with an annual consumption greater than 5,000 Ccf, Termination CPG shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Fees = \$0.10 x (the amount of natural gas, in Ccf, remaining to be delivered under the terminated agreements according to CPG's consumption forecast). CPG shall provide a written explanation of its calculation of the Termination Payment to Client, and the Termination Payment shall be due within five (5) Business Days thereafter. It may take DOE additional time to complete the cancellation process, as required under program rules. Client is responsible for all charges through the date your cancellation is finalized by DOE.

- 8 **Limitation of Liability; Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.
- 9 **Assignment;** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 **Regulatory Event;** If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 **Moving/Termination:** Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of DOE service territory or (ii) if the requested service location is not served by DOE or (iii) if Client relocates inside the DOE's service territory and the DOE does not have contract portability. Client agrees that if relocation is within the DOE service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant DOE the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 **Governing Law:** This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 13 **Representations & No Waiver;** Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 5000 Ccf per year; and (e) that if at any time during the term of this Agreement Client does not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 14 **Questions, Complaints and Concerns:** For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746 in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.

**Client Information:****Legal Entity Information**

Legal Name / DBA: _____	Legal Contact Name: _____
Legal Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	Corporate Web Site: _____
Federal Tax ID: _____	DUNS Number: _____

**Client Billing Information**

Business Name: _____	Billing Contact: _____
Billing Address: _____	Title: _____
_____	Phone: _____
City: _____	Fax: _____
State: _____	Email: _____
Zip Code: _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Duke Energy Ohio ('DEO'). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

<b>Client</b>	<b>Current Power &amp; Gas</b>
Client Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

<b>Service Locations:</b>														
#	Account Number	Service Address	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
		<b>Totals</b>												

**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of DEO invoice for Natural Gas. DEO will continue to be the Utility for Natural gas and CPG is not an affiliate of DEO. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by DEO. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (DEO).

**Client**
**Client Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver. Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and Duke Energy Ohio ("DEO") will continue to be my Utility Company and is not an affiliate of DEO.

1 Natural Gas Price:

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Mcf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Mcf using DEO's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Mcf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the separate monthly DEO utility bill.

2 Billing and Payment: Client acknowledges that only one monthly bill will be issued by CPG each month and will contain CPG's gas price plus applicable taxes. Utility transportation and other applicable transportation charges including any late fees assessed by DEO will be invoiced separately by DEO. Client will pay CPG invoice for the entire natural gas amount under the terms and conditions of this agreement. If Client fails to pay said invoice in a timely manner, Client also acknowledges that CPG may ask DEO to disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG. For all amounts billed by Current, payment shall be due twenty-one (21) days after the applicable invoice date. For all amounts billed directly by Current, past due amounts will incur a late payment charge of 1.5% per month or the maximum amount allowable by law. Client is responsible for any and all costs, attorney and legal fees incurred by Current for the collection of any outstanding balance owed by you. If Client fails to pay Utility related charges may result in service being disconnected in accordance with the electric utility tariff. Current charges twenty-five dollars (\$25.00) for any transaction not processed due to insufficient funds or credit availability, including checks or Automated Clearing House (ACH).

3 Term: This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

4 Security Deposit: By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

5 Notices: Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXX

6 Force Majeure; "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

7 Default; If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees for Service Locations with an annual consumption of less than 5,000 Ccf will be \$100.00. For Service Locations with an annual consumption greater than 5,000 Ccf, Termination CPG shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Fees = \$0.10 x (the amount of natural gas, in Ccf, remaining to be delivered under the terminated agreements according to CPG's consumption forecast). CPG shall provide a written explanation of its calculation of the Termination Payment to Client, and the Termination Payment shall be due within five (5) Business Days thereafter. It may take DEO additional time to complete the cancellation process, as required under program rules. Client is responsible for all charges through the date your cancellation is finalized by DEO.

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- 10 **Regulatory Event;** If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 **Moving/Termination:** Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of DEO service territory or (ii) if the requested service location is not served by DEO or (iii) if Client relocates inside the DEO's service territory and the DEO does not have contract portability. Client agrees that if relocation is within the DEO service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant DEO the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 **Governing Law:** This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 13 **Representations & No Waiver;** Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 5000 Ccf per year; and (e) that if at any time during the term of this Agreement Client does not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 14 **Questions, Complaints and Concerns:** For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746 in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents 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: <http://www.pickocc.org>.



**Client Information:****Legal Entity Information**

<b>Legal Name / DBA:</b> _____	<b>Legal Contact Name:</b> _____
<b>Legal Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	<b>Corporate Web Site:</b> _____
<b>Federal Tax ID:</b> _____	<b>DUNS Number:</b> _____

**Client Billing Information**

<b>Business Name:</b> _____	<b>Billing Contact:</b> _____
<b>Billing Address:</b> _____	<b>Title:</b> _____
_____	<b>Phone:</b> _____
<b>City:</b> _____	<b>Fax:</b> _____
<b>State:</b> _____	<b>Email:</b> _____
<b>Zip Code:</b> _____	

**Signatures:**

By entering into this Agreement, I appoint Current Power & Gas (CPG) as my agent for the purposes of securing Client's Natural Gas supply for the Service Locations defined within this Agreement. I also agree to buy Client's natural gas commodity requirements from CPG and to the following: (1) I am an authorized representative of Client as identified above and have authority to make decisions for Client (2) The information contained in this agreement including Client Information, Service Locations and Term and Start Dates is true, complete and accurate (3) I understand and agree to the Terms of Service as defined within this agreement (4) I acknowledge and agree that should Client terminate this agreement for any reason prior to the end of the Term of this agreement, applicable Early Termination Fees will be assessed and paid by Client. As a condition to CPG's obligations defined hereunder, Client authorizes CPG to obtain all required account and usage information for all Service Locations from the Vectren Energy Delivery of Ohio ("VED"). It is expressly understood that supplier will not countersign this Agreement, purchase Natural Gas for Service Location(s) or provide Natural Gas Services until such condition is met. If Client's annual usage is less than 5000 Ccf per year, Client may rescind enrollment without penalty within 7 business days from the date the utility notifies Client of the switch.

<b>Client</b>	<b>Current Power &amp; Gas</b>
<b>Client Signature:</b> _____	<b>Signature:</b> _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

Service Locations:														
#	Account Number	Service Address	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
		Totals												

**Approval of Service Locations:**

Client acknowledges that the information above is accurate and complete. CPG will supply the commodity portion of VED invoice for Natural Gas. VED will continue to be the Utility for Natural gas and CPG is not an affiliate of VED. By signing below, I understand that CPG charges will be for the amount of gas I use according to my metered consumption as reported to CPG by VED. This Agreement is with a Competitive Retail Natural Gas Service Provider (CRNG) and NOT THE GAS UTILITY (VED).

**Client**

**Client Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Terms of Service

The following Terms of Service, together with the attached Client Information and Service Location forms (collectively, the "Energy Service Agreement"), constitute an agreement by Client to purchase electricity for non-residential commercial business use. Subject to the Energy Service Agreement, Current Power & Gas Inc. ("CPG") agrees to deliver: Together Client and CPG shall be known as 'Parties' and individually may be referred to as 'Party'. CPG is a licensed Competitive Retail Natural Gas Service provider and as such will, in accordance with the terms of this Agreement, will supply the commodity portion of my natural gas, and Vectren Energy Delivery of Ohio ("VED") will continue to be my Utility Company and is not an affiliate of VED.

1 Natural Gas Price:

☐ Fixed Rate: Fixed Rate of \$ \_\_\_\_\_ Mcf for the Term

☐ Variable Rate: Variable Rate which the monthly gas price during the Term is defined as NYMEX (New York Mercantile Exchange) last day settlement price of each month converted to \$/Mcf using VED's then current BTU Conversion factor plus an adder of \$ \_\_\_\_\_ per Mcf.

After the Term, this Agreement with CPG will automatically renew on a month to month basis on CPG's Market Price Program. Above mention prices do not include applicable taxes and/or utility distribution charges and Client acknowledges responsibility for the total payment of these charges on the separate monthly VED utility bill.

- 2 Billing and Payment: Client acknowledges that only one monthly bill will be issued by CPG each month and will contain CPG's gas price plus applicable taxes. Utility transportation and other applicable transportation charges including any late fees assessed by VED will be invoiced separately by VED. Client will pay CPG invoice for the entire natural gas amount under the terms and conditions of this agreement. If Client fails to pay said invoice in a timely manner, Client also acknowledges that CPG may ask VED to disconnect service to Service Locations according to tariff guidelines. I understand that CPG may terminate this agreement with fourteen (14) days written notice if Client fails to pay an invoice or meet any payment arrangements made in writing. Client may request, at no charge, up to 24 months of payment history for services rendered by CPG. For all amounts billed by Current, payment shall be due twenty-one (21) days after the applicable invoice date. For all amounts billed directly by Current, past due amounts will incur a late payment charge of 1.5% per month or the maximum amount allowable by law. Client is responsible for any and all costs, attorney and legal fees incurred by Current for the collection of any outstanding balance owed by you. If Client fails to pay Utility related charges may result in service being disconnected in accordance with the electric utility tariff. Current charges twenty-five dollars (\$25.00) for any transaction not processed due to insufficient funds or credit availability, including checks or Automated Clearing House (ACH).

- 3 Term: This agreement shall become effective after acceptance and signature by both Client CPG ('Effective Date'). CPG reserves the right to reject this Agreement by providing written notice within 10 normal business days for any reason. Service will commence on the first possible meter read after the Start Date for each Service Location at the Price documented within this Agreement.

- 4 Security Deposit: By requesting service, you acknowledge that CPG has the right to check your credit history during the enrollment process. Upon checking your credit history, CPG may determine that a security deposit is required. The amount determined due by CPG shall be paid within ten (10) days of the date the request is made. If Client fails to make such a deposit within this timeframe, Service Locations within this Agreement will not be enrolled for service with CPG. At the End of Term, CPG will apply the deposit to the final bill and promptly refund any excess to Client when service is terminated. Interest will be included with the refunded deposit in accordance with the rate listed by PUCO, if applicable.

- 5 Notices: Current Power & Gas attention: Operations  
P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114  
Preferred: email to: [notices@cpg-energy.com](mailto:notices@cpg-energy.com)  
Phone: 800.975.7202  
Ohio PUC Certificate: XXXXXXXXX

- 6 Force Majeure: "Force Majeure" shall mean an event that is beyond the reasonable control either Client or CPG claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Client or CPG is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require CPG to deliver, or Client to receive, natural gas at points other than the service locations. Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.

- 7 Default: If Client fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from CPG or if Client cancels agreement prior to the end of Term, CPG shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance (iii) collect Termination Fees from Client. Termination fees for Service Locations with an annual consumption of less than 5,000 Ccf will be \$100.00. For Service Locations with an annual consumption greater than 5,000 Ccf, Termination CPG shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Fees = \$0.10 x (the amount of natural gas, in Ccf, remaining to be delivered under the terminated agreements according to CPG's consumption forecast). CPG shall provide a written explanation of its calculation of the Termination Payment to Client, and the

Termination Payment shall be due within five (5) Business Days thereafter. It may take VED additional time to complete the cancellation process, as required under program rules. Client is responsible for all charges through the date your cancellation is finalized by VED.

- 8 **Limitation of Liability; Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.
- 9 **Assignment;** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, CPG may, without the consent of Client, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Current, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Current supplier of certain physical and/or financial commodities. Should CPG assign this Agreement to another provider, you shall receive, at a minimum, fourteen (14) calendar days prior written notice. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.
- 10 **Regulatory Event;** If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes CPG to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days' notice.
- 11 **Moving/Termination:** Client acknowledges that this Agreement will automatically terminate without penalty if (i) Client relocates outside of VED service territory or (ii) if the requested service location is not served by VED or (iii) if Client relocates inside the VED's service territory and the VED does not have contract portability. Client agrees that if relocation is within the VED service territory and do not exercise the right to cancel, this Agreement may continue for service at the new Service Locations, and thereby grant VED the right to provide CPG with account and meter number(s) for the new Service Locations, and to transfer this agreement to Client's new location. If requested by CPG, Client will also provide them with this information. If CPG does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate.
- 12 **Governing Law:** This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Ohio without regard to principles of conflict of laws.
- 13 **Representations & No Waiver;** Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Client intends to operate the business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects anticipated consumption to the Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Address(es) and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at Client's sole election in the exercise of independent judgment and Client assumes any risk associated with them; (d) if Client qualifies as a small (non-residential) commercial business Customer, Client is executing this Agreement as a small (non-residential) commercial business Client with an annual electricity usage no greater than 5000 Ccf per year; and (e) that if at any time during the term of this Agreement Client does not qualify as a small commercial business customer, then Client hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to providers regarding the provision of electricity service to small commercial customers.
- 14 **Questions, Complaints and Concerns:** For any questions or concerns, contact CPG Customer Service by phone at 800.975.7202, by fax at: 1.877.658.7746 in writing at: P.O. Box 1498 410 Superior Avenue E Cleveland, Ohio 44114, or through their web site at: [www.CPG-ENERGY.COM](http://www.CPG-ENERGY.COM). In the event of a billing dispute or issues regarding volume or metering, I can also contact my Utility at the number listed on my bill. If your complaint is not resolved after you have called CPG, or for general Utility information, Client may contact the Public Utilities Commission of Ohio (PUCO) for assistance at: 1-800-686-7826 (toll free), or at: <http://www.puco.ohio.gov/puco/>. Hearing or Speech Impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel (OCC) represents Utility customers



**CPG Vectren Energy Ohio Gas Commercial Sales Agreement ver. 1**

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: <http://www.pickocc.org>.

**Exhibit B-3 “Summary of Experience”**

**Current Power & Gas Inc.**

Current Power & Gas Inc. intends to provide retail natural gas services to all customer classes in all utility territories in Ohio.

**Exhibit B-4 “Disclosure of Liabilities and Investigations”**

**Current Power & Gas Inc.**

Current Power & Gas Inc. does not have any existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact its financial or operational status or ability to provide the services for which it is seeking to be certified to provide.

**Exhibit C-1 “Annual Reports”**

**Current Power & Gas Inc.**

Current Power & Gas Inc., as a privately held corporation, is not required to file annual reports. Current has included financial statements under seal with Exhibit C-3.



**Exhibit C-2 “SEC Filings”**

**Current Power & Gas Inc.**

Current Power & Gas Inc. is not required to file with the SEC, as it is a privately held corporation.

**Exhibit C-4 "Financial Arrangements"**

**Current Power & Gas Inc.**

Documentation submitted in connection with this Exhibit will be filed under seal pursuant to Ohio Admin. Code 4901:1-27-08(A).

**Exhibit C-5 “Forecasted Financial Statements”**

**Current Power & Gas Inc.**

Documentation submitted in connection with this Exhibit will be filed under seal pursuant to Ohio Admin. Code 4901:1-27-08(A).

**Exhibit C-6 “Credit Rating”**

**Current Power & Gas Inc.**

Please see the Dun and Bradstreet Information Services Report included in Exhibit C-7. Please also note that Current Power & Gas Inc. is not rated by Fitch IBCA, Moody’s Investors Service, or Standard & Poors.

**Exhibit C-7 "Credit Report"**

**Current Power & Gas Inc.**

Please see the attached Dun and Bradstreet Report for Current Power & Gas Inc.

This Dun & Bradstreet report is provided for your company's internal review. It may not be used for any other purpose or shared.

## Business Information Report

User Id: sosuna@cpg-energy.com

Report Printed: Friday October 27, 2017 02:19 PM

### Business Summary

**Company Name:** CURRENT POWER & GAS INC.  
**Physical Address:** 8899 E. Surrey Avenue  
**Physical City:** Scottsdale  
**Physical State:** AZ  
**Physical Zip:** 85260  
**Telephone:** 800 975-7202  
**Chief executive:** DAVID COBURN, PRIN  
**Year started:** 2015  
**Legal structure of the business:** Corporation  
**Employs:** 3  
**History:** INCOMPLETE  
**SIC:** 4911  
**Line of business:** Electric services

**D-U-N-S Number:** 080135260

### Special Events

#### 2017-09-08

**HURRICANE HARVEY 2017:** This business is located in a FEMA designated disaster zone impacted by the effects of Hurricane Harvey. It is reported that thousands of people and businesses in Southern Texas have been displaced due to catastrophic flooding. The extent of impact to this business is currently unknown; additional information will be provided as it becomes available.

#### 2017-08-28

Business address has changed from 1118 Lehman St, Houston, TX, 77018 to 8899 E. Surrey Avenue, Scottsdale, AZ, 85260.

### History

The following information was reported **08/28/17**:

**Officer(s):** DAVID COBURN, PRIN  
 SCOTT OSUNA, VP

The Delaware Secretary of State's business registrations file showed that Current Power & Gas Inc. was registered as a Corporation on November 30, 2015, under the file registration number 5920667.

Business started 2015.

DAVID COBURN. Antecedents are undetermined.

**Additional phone no:**

602 315-1231

Business address has changed from 1118 Lehman St, Houston, TX, 77018 to 8899 E. Surrey Avenue, Scottsdale, AZ, 85260.

### Operations

2017-08-28

**Description:** Provides electric services (100%).

Terms are undetermined. Sells to undetermined.

**Employees:** 3 which includes officer(s).

**Facilities:** Occupies premises in a building.

### SIC & NAICS

<b>SIC:</b>		<b>NAICS:</b>	
49110000	Electric services	221119	Other Electric Power Generation

### PAYMENT SUMMARY

The Payment Summary section reflects payment information in Dun & Bradstreet's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

	Total Rcv'd (#)	Total Dollar Amts (\$)	Largest High Credit (\$)	Within Terms (%)	Days Slow			
					<31 (%)	31-60 (%)	61-90 (%)	90+ (%)
Top Industries:								
Other payment categories:								

This Dun & Bradstreet report is provided for your company's internal review. It may not be used for any other purpose or shared.								
Cash experiences								
Payment record unknown								
Unfavorable comments								
Placed for collections:								
With Dun & Bradstreet								
Other								
Total in Dun & Bradstreet's file								

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

## FINANCE

2017-08-19

As of March 10, 2016, attempts to contact the management of this business have been unsuccessful. Outside sources confirmed operation and location. Incomplete history caption has been applied due to the following factor(s):  
 -- Stock ownership has not been clearly established.

As of March 10 2016 a search of Dun & Bradstreets Public Record database found no open suits, liens, judgements or UCCs to which Current Power & Gas Inc. at 1118 Lehman St, Houston TX was named defendant or debtor. Public records received hereafter will be entered into the database and will be included in reports which contain a Public Filings section.

## PUBLIC FILINGS

No Public Filings available for this Company.

## Government Activity

### Activity summary

Borrower (Dir/Guar):	NO
Administrative debt:	NO
Contractor:	NO
Grantee:	NO
Party excluded from federal program(s):	NO

### Possible candidate for socio-economic program consideration

Labor surplus area:	N/A
Small Business:	N/A
8(A) firm:	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

**Exhibit C-8 “Bankruptcy Information”**

**Current Power & Gas Inc.**

Current Power & Gas Inc. has never had any reorganizations, protection from creditors, or any other form of bankruptcy filings by itself, a parent or affiliate organization that guarantees Current Power & Gas Inc. or any officer of Current Power & Gas Inc. in the current year or within the two most recent years preceding this application.



**Exhibit C-9 “Merger Information”**

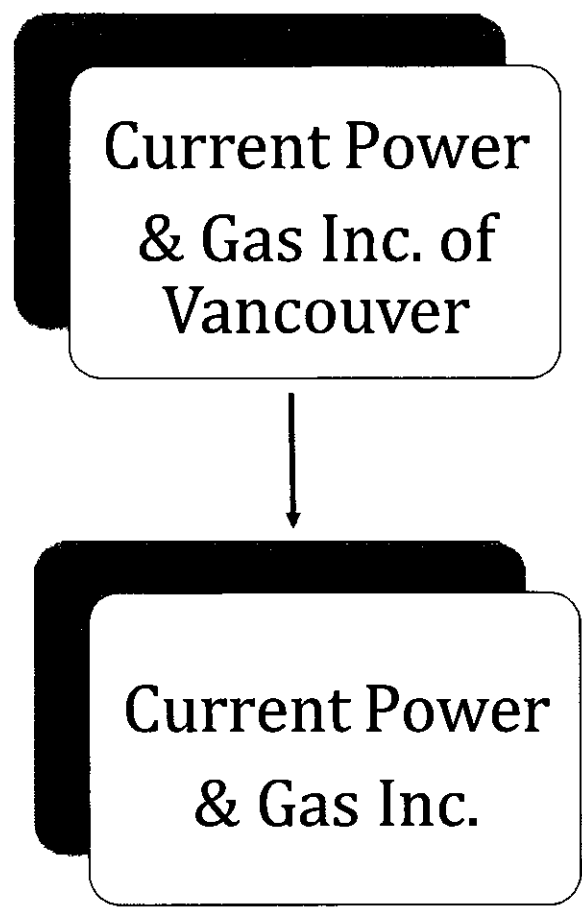
**Current Power & Gas Inc.**

Current Power & Gas Inc. has never dissolved, merged, or been acquired by another organization within the five most recent years preceding this application.

**Exhibit C-10 “Corporate Structure”**

**Current Power & Gas Inc.**

Current Power & Gas Inc. is a Delaware corporation and a subsidiary of Current Power & Gas Inc., its Canadian corporate parent, which was incorporated in Vancouver, British Columbia, Canada.



**Exhibit D-1 “Operations”**

**Current Power & Gas Inc.**

Current Power & Gas Inc.’s operations will involve contracting of natural gas purchases for retail sales, nomination and scheduling of retail natural gas for delivery. Current serves as a retail electricity supplier in Ohio and is seeking to expand its operations into Ohio into the natural gas market.

## **Exhibit D-2 “Operations Expertise”**

### **Current Power & Gas Inc.**

Current Power & Gas Inc.’s management and key personnel have deep experience in the energy and commodities industry. Current is actively serving commercial and industrial retail electricity customers in Ohio, and has also contracted with Customized Energy Solutions, a leading provider of services to retail energy suppliers, to provide back-office support for its proposed natural gas operations in Ohio. Customized Energy Solutions handles all EDI transactions, billing, pipeline scheduling, managed portfolio services, procurement, and advises on hedging strategy in accordance with Current Power & Gas Inc.’s risk management policies. Bios for Key Personnel are included with Exhibit D-3.

## **Exhibit D-3 “Key Technical Personnel”**

### **Current Power & Gas Inc.**

#### **For Current Power & Gas Inc.:**

##### **David Coburn**

Executive Chairman, Current Power & Gas Inc.

[dcoburn@cpg-energy.com](mailto:dcoburn@cpg-energy.com)

(602) 315-1231

David Coburn and his Team have invested successfully over the years in several publicly held retail energy providers including Just Energy, First Energy, and Crius. As Executive Chairman of Current Power & Gas Inc. he is currently developing an exceptionally strong, diversified Team with demonstrated excellence in the retail energy business for many years. David has over 25 years' experience in the plastics, chemical, and renewable energy industries developing successful operations with GE Plastics/GE Capital, Dow Chemical, Dupont Chemical, BASF and BAYER, primarily in building and acquiring companies with operations in Mexico, the USA, and China.

##### **Scott Osuna**

CFO, Current Power & Gas Inc.

[sosuna@cpg-energy.com](mailto:sosuna@cpg-energy.com)

(469) 682-4917

Scott Osuna has experience as a CFO for one of the first competitive REPs in the ERCOT market before building the finance and accounting departments, functions, and processes for Direct Energy's entrance into the LCI segment of the Texas market. Scott additionally restructured the ABC channel for Direct Energy, resulting in substantial improvement in lifetime net margins.

##### **John Varnell**

Executive Vice President, Sales and Marketing, Current Power & Gas Inc.

[jvarnell@cpg-energy.com](mailto:jvarnell@cpg-energy.com)

(214) 335-3714

John Varnell has over 27 years' experience in building, selling and delivering value-based solutions to clients in wholesale and retail energy, as well as

technology and business consulting. John has held President, Director, and other leadership positions for energy and energy-consulting companies including Victory Power Solutions, Pure Energy Solutions, Stream Energy, Texas Commercial Energy, and Avaliant Energy, has directed sales operations for a retail electric provider that generated over \$900 million in annualized revenue, developed and sold residential and commercial product offerings for the retail and wholesale energy markets, and created three independent energy consulting and marketing companies that delivered energy cost savings to businesses through electricity and natural gas procurement in multiple markets.

**For Customized Energy Solutions:**

**Erika Schmitt**

Director - Retail Services, Customized Energy Solutions, Ltd.  
(267) 331-4242  
[eschmitt@ces-ltd.com](mailto:eschmitt@ces-ltd.com)

Erika Schmitt joined Customized Energy Solutions in 2010. Erika began working with the renewable and retail teams managing market entry, renewable compliance and ongoing compliance portfolios. Erika has expanded her work to include consulting in market evaluation, back office operations optimization, and portfolio management for clients throughout the retail space. Erika currently manages deliverables across the forecasting, scheduling, settlements, EDI, Billing and market entry teams in support of the Company's retail offering.

**Eric J Hendrick**

Senior Consultant, Risk Management & Origination, Customized Energy Solutions, Ltd.  
[ehendrick@ces-ltd.com](mailto:ehendrick@ces-ltd.com)  
(267) 238-4796

Mr. Hendrick is Senior Consultant of Risk Management & Origination for Customized Energy Solutions, providing services in the areas of risk management, energy hedging, retail & wholesale price modeling, forecasting, fundamental and technical market analysis, business strategy, renewables, demand management, head room analysis and supplier negotiations.

Mr. Hendrick was also Head of Supply & Trading for Guttman Energy from May 2014 through November 2015 where he led a team in the hedging of its Appalachia natural gas and PJM power portfolios. Eric used his extensive finance and energy trading background with high attention to market analysis and risk management to ensure adequate margins for Guttman. Eric marketed power and natural gas while skillfully monitoring and analyzing the energy exchange, resulting in competitive energy prices for Guttman's Energy's customers.

Eric also served as Managing Director: Wholesale Power at Stream Gas & Electric Ltd. from 2006 through 2012. In his role, he led the wholesale team in developing hedging strategies and risk policy for its four hundred thousand plus customers (6.6 million megawatts delivered annually with a peak load of 1,790 MWH's), product pricing and forecasting, price model development, and settlements in both power & natural gas in 6 states. He was also a member of The Pricing Committee and Risk Management Committee whose members also included the CEO, CFO, CMO and COO. He also presented the financial performance of the wholesale department's strategy to the Board of Directors and was on the negotiating team for securing new supplier agreements. He simultaneously *held a chair on the ERCOT (Energy Reliability Council of Texas) Board of Directors and The Finance & Audit Committee from 2010 through 2012* which he was elected to by his peers in the Independent Retail Energy Providers (IREP) segment each year.

Prior to joining Stream, from 1999 to 2006 Mr. Hendrick was employed by PPM Energy, Calpine, and Tractebel where his role consisted of managing cash traders, schedulers, and term traders and asset management and hedging for power plants & natural gas in the PJM, NYISO, NePool and MISO markets. He also managed proprietary books for multiple regions and gave portfolio performance presentations to the CEO Peter Cartwright at Calpine.

Mr. Hendrick began his career in the energy industry at Delmarva Power & Light in the 1990's working in system operations & trading. He has managed generation portfolios with utilities including the purchasing of financial and physical hedging products which included the natural gas basis points of TETCO M-3, Transco Zone-6 NY, and other northeast basis points.

Mr. Hendrick has spoken to audiences in excess of 6,000 at conferences giving educational presentations on the energy & natural gas markets. He graduated from Wilmington University with an MBA and is currently enrolled in the Executive

MBA in Energy Program at The University of Oklahoma's Price College of Business with a March 2018 graduation date.

**Michael Essman**

Manager, Natural Gas, Customized Energy Solutions, Ltd.

[messman@ces-ltd.com](mailto:messman@ces-ltd.com)

(367) 535-2548

Michael Essman is the Manager of the Natural Gas Division of Customized Energy Solutions, Ltd. (CES). He has been working in energy for over five (5) years. He currently oversees trading and scheduling clients' portfolios for most Northeast retail markets. Additionally, he helps advise clients on growth and development strategies. Prior to joining CES, Mr. Essman traded and scheduled natural gas at North American Power and Gas, LLC now a Calpine Energy Company.