Ohio | Public Utilities Commission

LARGE FILING SEPARATOR SHEET

CASE NUMBER: 18-0501-EL-FOR
18-1392-EL-RDR
18-1393-EL-ATA

FILE DATE: 02/08/19

SECTION: PART 3 OF 3

FILED BY: K. GIBSON

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VOL VIII

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Technician JMM Date Processed 02/08/19

Ohio | Power Siting Board

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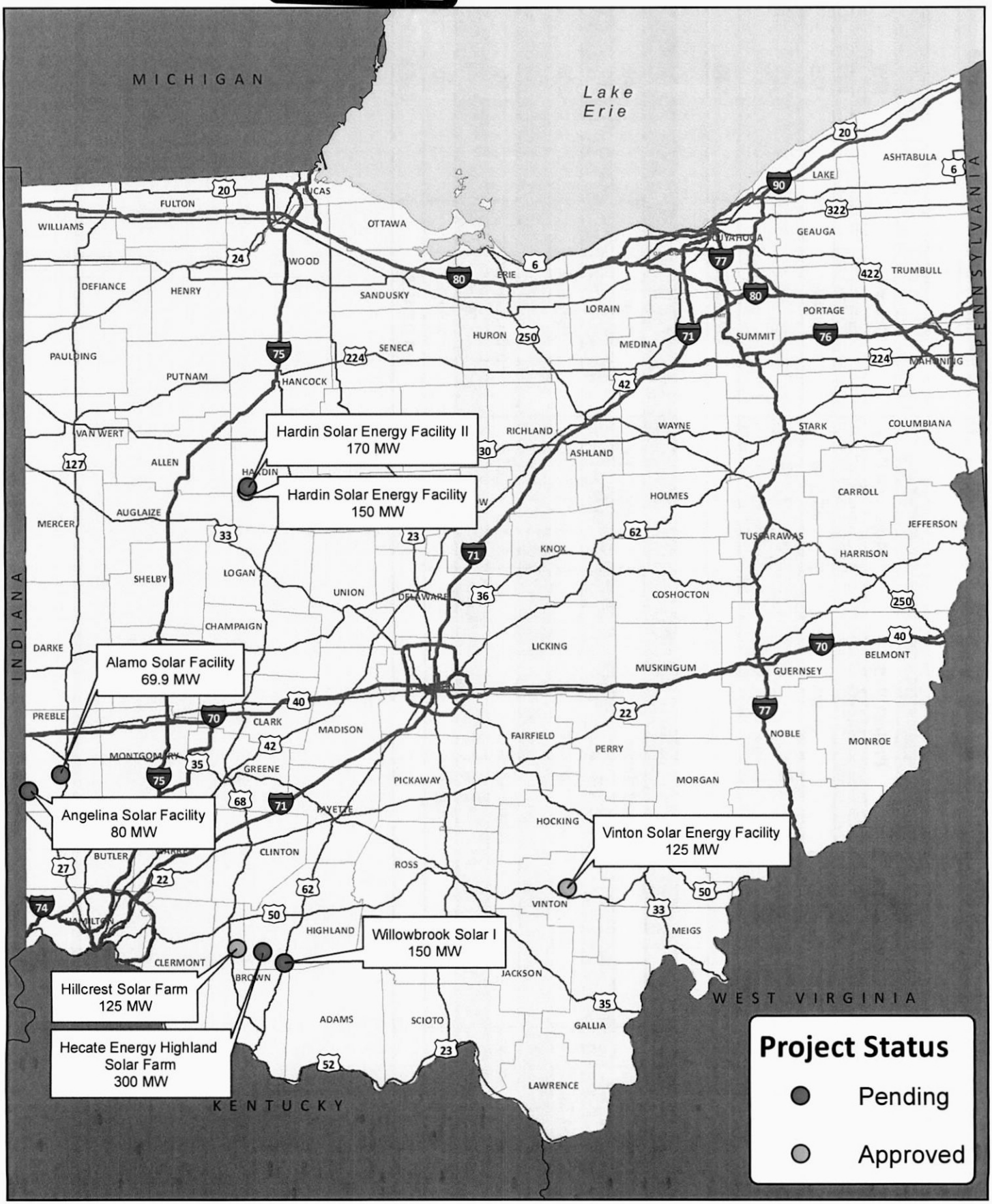
Power Siting Solar Case Status

As of 12/20/2018



Notes: Project locations are provided by applicants. Case and construction status is determined by the case filings. The nameplate capacity shown is the maximum capacity that could be built based on the number of approved photovoltaic panels and the highest nameplate capacity of the approved panel models. Map produced on 12/20/2018. Prepared by: Adam Bargar

Operational Solar Facilities		Potential Solar Facilities (Approved and Pending)	
Operational Megawatts (MW):	**NA**	**Potential Megawatts (MW):**	**1,249.9**

Approved Solar Facilities (50 MW or greater)

Case Number	Related Cases	Project Name	Approval Date	County	MW
17-0773-EL-BGN		Hardin	2/15/18	Hardin	150
17-0774-EL-BGN		Vinton	9/20/18	Vinton	125
17-1152-EL-BGN		Hillcrest	2/15/18	Brown	125
	18-1267-EL-BGA		*pending*		
				TOTALS:	**400**

Pending Solar Facilities (50 MW or greater)

Case Number	Project Name	Filing Date	County	MW
18-1024-EL-BGN	Willowbrook I	9/17/2018	Highland	150
18-1334-EL-BGN	Hecate Highland	10/10/2018	Highland	300
18-1360-EL-BGN	Hardin II	10/12/2018	Hardin	170
18-1546-EL-BGN	Nestlewood	12/14/2018	Brown, Clermont	80
18-1578-EL-BGN	Alamo	12/10/2018	Preble	69.9
18-1579-EL-BGN	Angelina	12/3/2018	Preble	80
			TOTALS:	**849.9**

OUR STORY

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CEO AND CSO LETTER

It's a pleasure to present our 2017 Sustainability Report and share the progress Owens Corning has made against our 2020 sustainability goals, as well as our commitment to making the world a better place.

Owens Corning had another great year with revenue growth of 12% and record operating cash flow. We've built a company with three market-leading businesses, all delivering strong financial results. These results have been achieved using our decision framework for managing our company as a sustainable enterprise, a continued focus for us into the future.

First, a few words about this framework since it guides management's evaluation of our businesses, performance criteria, resource allocation, and other strategic choices focused on both short- and long-term time horizons. The pillars of our sustainable enterprise are: financial strength, high-performance people, customer-inspired innovation, operational excellence, and world-class sustainability.

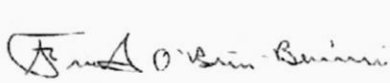
We developed and implemented this framework because we know that managing the company as a sustainable enterprise helps us better serve and communicate with key stakeholders, including customers, investors, employees, and the communities in which Owens Corning operates.

The work described in this report reflects the way that this sustainable enterprise framework is now embedded throughout the organization. It is the foundation of the company's strategy of building market-leading businesses, global in scope — human in scale, and reflects the company's purpose: our people and products make the world a better place.

With that aspiration and a firm belief that business must play a leadership role in achieving the priorities established in the UN Sustainable Development Goals, we are challenging ourselves to make greater progress, faster. For example, while experiencing uncertainty in global climate policy in 2017, we sustained our resolve to make progress against our committed 2020 sustainability goals aligned with Climate Action. We are proud to report our accelerated progress in greenhouse gas reduction.

Owens Corning has recently completed three acquisitions, broadening our product portfolio and diversifying our geographic scope to better address our customers' needs and support their growth. One critical question we ask ourselves, whenever we consider a new acquisition, is, "Will this business be better with us as its owner?" In 2017, it was rewarding to see this play out in the improved sustainability performance of our most recent acquisitions. For example, our newly acquired facilities are now significantly safer because Owens Corning's safety expectations and practices were rapidly integrated. This is one way we are expanding our impact through sustainability, in a very positive way as we continue to grow our company.

We invite you to review the highlights of our 2017 progress here, and we encourage you to explore our 2017 Sustainability Report and sustainability website for further details.



Mike Thaman
Chairman and
Chief Executive Officer

Frank O'Brien-Bernini
Chief Sustainability Officer

2017 HIGHLIGHTS

Operations Sustainability

- Sustained progress against our 2020 environmental footprint reduction goals. From our 2010 baseline year, we have now exceeded our goals for primary energy (-26%), water (-41%), and fine particulate (-25%). We are on track to meet our goals for greenhouse gas (-48% to date) and toxic air emissions (-61% to date). However, we continue to be challenged by our waste-to-landfill goal (-4% to date).
- Purchased over 1.1 million megawatt hours of renewable energy, in the first full year of operation of the new wind capacity enabled by our power purchase agreements – positively impacting our goals for primary energy, greenhouse gas, and product sustainability.

Product And Supply Chain Sustainability

- Manufactured the world's first products certified as made with 100% wind-powered electricity and reduced embodied carbon: EcoTouch® insulation, Thermafiber® RainBarrier® continuous insulation, and unbonded loosefill insulation.
- Introduced the first formaldehyde-free mineral wool insulation in North America, Formaldehyde-free Thermafiber® SAFB™ (Sound Attenuation Fire Blankets).
- Earned the world's first and only asthma & allergy friendly® certification for insulation products — Pure Safety™ high performance insulation.
- Earned the first insulation SAFETY Act Designation through the Department of Homeland Security for several Thermafiber® fire barrier solutions — qualified as anti-terrorism technologies, providing a safety and liability benefit to our customers, building owners,

architects, and contractors.

- Acquired Pittsburgh Corning, the leading producer of FOAMGLAS® cellular glass insulation systems, expanding our portfolio with this high-performance insulation offering unique sustainability attributes, water and fire resistance, high compressive strength, and durable thermal performance.
- Achieved our highest ever recycled glass use and recycled glass content in our insulation products, recycling over 1.4 billion pounds.

Energy Efficiency And Durable Material Solutions At Scale

- Hosted our second Builder Summit, taught by internal and external world-class experts and attended by 20 select builders, focused on expanding skills and capabilities to improve the builders' businesses through building highly energy-efficient, durable, and comfortable homes.
- Produced a simple video, detailing how products can be certified as made with 100% wind-powered electricity and reduced embodied carbon, to help others adopt this market-pull climate strategy.
- Acquired Aslan FRP™, producer of composite rebar used to reinforce concrete in new and restorative infrastructure. This acquisition will help us accelerate market transformation by providing a compelling alternative to steel reinforcements in concrete structures. Sustainability advantages include corrosion resistance, lighter weight, and service life of 100 years.

Safety, Health, Employee Engagement, And Community Vitality

- Advanced our goal of creating an injury-free workplace. Our recordable incident rate for the year was 0.50, a slight improvement over 2016. This is particularly meaningful given the integration of the FOAMGLAS® business, where we moved rapidly to implement more rigorous safety standards to keep our new employees safe. In 2017, there were two work-related fatalities at company manufacturing locations — the first in over a decade. Lessons learned are being used to develop and implement actions to eliminate all injuries.
- Expanded our Healthy Living wellness initiative for all global employees and their families, operationalizing the opportunity for safer, healthier, and more productive lives.
- Increased employee engagement in our annual survey to 87%, up from 44% in 2012. We believe participation is being driven by transparency in communication of results and responsive management actions.
- Engaged in company-sponsored volunteerism, local product donation, or financial support and fundraising for local charities at 82% of our facilities.
- Completed 28 home builds or renovations in the United States, Canada, and China in partnership with Habitat for Humanity and through employee volunteerism.
- Provided volunteer and financial support for an orphanage in Mexico City, benefiting 55 girls ages 3 to 13. Funding addressed immediate needs of the orphanage building and covered the cost of a pediatrician, psychologist, and nutritionist.

Going Forward, Our Priorities Include:

- Living Safely – achieve zero injuries, at work and at home, in concert with rapid safety onboarding of new employees through acquisitions and new facilities built to support organic growth.
- Healthy Living – realize the opportunity for safe, healthy, and productive lives for our employees and their families, free of lifestyle-induced disease.
- Community Vitality – attain 100% formal community engagement, partnering within our local communities to advance their priorities.
- Operations Sustainability – establish and align on our 2030 sustainability goals – informed by science. Eliminate waste to landfill through source reduction, repurposing, and recycling, with an R&D focus on glass fiber.
- Product Sustainability – expand partnerships with market influencers to elevate the demand for increasingly sustainable products, generating pull for further, faster, and greater progress (e.g., wind-made, reduced embodied carbon products).
- Supply Chain Sustainability – elevate the expectations we place on our highest-impact suppliers to better understand, track, and more rapidly reduce the greenhouse gas emissions from the raw materials we purchase.
- Innovation and Collaboration – increase our positive impact by growing our company faster than our markets with products that make the world a better place.

COMPANY PROFILE

Global in Scope and Human in Scale

Owens Corning (NYSE: OC) develops, manufactures, and markets insulation, roofing, and fiberglass composites. Global in scope and human in scale, the company's market-leading businesses use their deep expertise in materials, manufacturing and building science to develop products and systems that save energy and improve comfort in commercial and residential buildings. Through its glass reinforcements business, the company makes thousands of products lighter, stronger and more durable. Ultimately, Owens Corning people and products make the world a better place. Based in Toledo, Ohio, Owens Corning posted 2017 sales of $6.4 billion and employs 19,000 people in 37 countries. It has been a Fortune 500® company for 63 consecutive years.

LOCATIONS	(OUR-STORY/LOCATIONS)
ABOUT US	(HTTP://MEDIA.OWENSCORNING.COM#FRONT-ABOUT-OWENS)
HISTORY	(HTTPS://DCPD6WOTAA0MB.CLOUDFRONT.NET/OWENSCORNING.COM/ASSETS/SUSTAINABILITY/JOURNEY/OUR-STORY/MILESTONES_4-B4968E25A428AEBBAA6022423803A8FAB9075ABDFDD9681346F7E6229C6E1FFD.PDF)

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FirstEnergy Solutions

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C-00038163

Residential - Terms and Conditions	
Product	**Fixed Price - AllGreen**
Electric Distribution Utility ("EDU")	**Ohio Power Company**
Price and Length of Agreement	**5.77** ¢/kWh through your **January 2021** meter read
Cancellation/Termination Fee	**$50.00**

These Terms and Conditions together with the enrollment materials are your Agreement ("Agreement") for electric generation service with FirstEnergy Solutions Corp. ("FES"). Please keep a copy of this Agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your EDU based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Physical delivery of electricity to customers by the EDU.

Right of Rescission: If you are a new or returning customer to FES, your EDU will send you a confirmation notice of transfer of service. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation notice by following the instructions contained in the notice. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

Eligibility: Only eligible residential customer accounts may enroll in this offer from FES. Percentage of Income Plan Program ("PIPP") and net metered customers are not eligible for this offer. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill balance.

Basic Service Prices: During the term of this Agreement, you agree to pay FES a price indicated in the table above for a total combined Transmission, Generation and Generation Related Charge ("Retail Electric Service"). Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges.

Length of Agreement: Your Retail Electric Service from FES, under the terms of this Agreement, will start on your next available meter read following any applicable recession period, the acceptance of the enrollment request by FES, and after processing of the enrollment by your EDU. Your Retail Electric Service will continue through the term indicated in the table above, unless automatically renewed. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, alters to the detriment of FES its costs to perform under this Agreement, you may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact FES to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether FES offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all FES charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES reserves the right to unilaterally modify this billing format in the event your EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the PTC. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. FES does not offer budget billing. Failure to pay electric utility charges may result in you being disconnected in accordance with your EDU's tariff.

Penalties, Fees and Exceptions: If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee. Your EDU may charge you switching fees.

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Cancellation/Termination Provisions: You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES charges a different price. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Upon termination with FES and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

Customer Consent and Information Release Authorization: By choosing to accept this offer from FES, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain your information from your EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered fully executed by FES following acceptance of your enrollment request by FES, the end of any applicable rescission period, and subsequent acceptance of the enrollment by your EDU.

Contract Expiration / Automatic Renewal: At the end of its term, this Agreement will expire, or at FES' option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement. If this is a renewal Agreement and you do not affirmatively cancel as outlined in your notice of renewal, then your Retail Electric Service from FES will automatically renew as outlined in your notice of renewal. You will receive two written notifications from FES in the thirty-five (35) to ninety (90) days that precede either the expiration date of this Agreement or the effective date of any changes FES proposes to its terms of service. In these advance notifications, FES will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, and what actions you must take to cancel the Agreement. You are responsible for arranging for your electric supply upon termination of this Agreement.

Dispute Procedures: Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8:00 am to 5:00 pm EST or in writing at 341 White Pond Dr. B3, Attn: Contract Administration, Akron, OH 44320. Our web address is www.fes.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 am to 5:00 pm EST or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) M-F 8:00 am to 5:00 pm EST, or at www.pickocc.org.

Force Majeure Termination: FES will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of FES' reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. FES will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond FES' reasonable control.

Miscellaneous: You have the right to request from FES, twice within a 12-month period, up to 24 months of payment history, without charge. FES will not release your Social Security number and/or account number(s) without your written consent except for FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to ORC section 4928.54, or assigning a customer's contract to another CRES provider. FES' environmental disclosure statement is available for viewing on our website www.fes.com. FES will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. FES may assign its rights to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Agreement. FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

Warranty: FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

FirstEnergy Solutions

C-00038163

Green Energy Price Disclosure Statement	
Product (Rate Structure)	**Fixed Price - AllGreen**
Percentage of Green Energy	**100%**
Competitive Retail Electric Supplier ("CRES")	**FirstEnergy Solutions Corp. ("FES")**
Electric Distribution Utility ("EDU")	**Ohio Power Company**
Green Energy Price & Length of Agreement	**5.77** ¢/kWh through your **January 2021** meter read
Length of Agreement	Up to **24 Months**
Cancellation/Termination Fee	**$50.00**

FES provides you with Retail Electric Supply, subject to the terms and conditions contained in your Agreement. FES's 100% green energy product, "AllGreen", is a Renewable Energy Certificate ("REC") product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. Your REC purchase supports renewable electricity production in the region of generation. For every unit of renewable electricity generated, an equivalent amount of RECs is produced by purchasing and pairing RECs with your electricity service, you are using and receiving the benefits of that renewable electricity. Your REC purchase also helps build a market for renewable electricity. Increased demand for renewable electricity helps reduce conventional electricity generation in the region where the renewable electricity generator is located. It also has other local and global environmental benefits, which may include emitting little or no regional air pollution or carbon dioxide. For more information, see www.green-e.org/rec.

AllGreen RECs are verified and certified by Green-e Energy and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. FES is required to disclose the quantity, type and geographic source of each certificate. Green-e Energy also verifies that the renewable energy certificates are not sold more than once or claimed by more than one party. Please refer to the attached **Product Content Label** for this information.

Your **fixed green energy price** includes the cost of the AllGreen REC as well as your electricity and **will not change through the Length of Agreement**. Your EDU will bill you for total electric service including transmission, distribution, and your monthly green energy charge from FES. Your Agreement will start with your next available meter read date and will continue through the Length of the Agreement. Your actual meter read date is determined by your EDU.

The **average monthly electricity consumption** for a U.S. Residential utility customer is **867 kWh per month** while the average monthly electricity consumption for a U.S. Commercial utility customer is **6,143 kWh per month** [Source: EIA, 2017]. The following table provides you an **estimate** of your monthly green energy charge based on this usage. Your actual bill will vary based on your use of electricity. Per the terms and conditions of your Agreement, you may be charged a late fee of 1.5% of the total amount due if payment is not received by the due date.

Example Bill Calculation	
Average Monthly Electricity Consumption (A)	**867** kWh
Green Energy Price (B)	**5.77** ¢/kWh
Monthly Green Energy Charge (A) x (B ÷ 100)	**$50.03**

Green-e Energy requires companies to provide their customers with this notice of Price and Terms and Conditions of service. From the time you receive this, you have either 7 calendar days (Customers in Ohio) or 3 calendar days (Customers in Pennsylvania) to change your mind about purchasing green energy. You may cancel your Agreement to purchase this product from FES by calling the customer service number or writing to the billing address listed below.

FirstEnergy Solutions
341 White Pond Dr, B3, Akron, OH 44320
888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)
firstchoice@fes.com
www.fes.com

Green-e Energy CERTIFIED

For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor, San Francisco, CA 94129 or log onto www.green-e.org, or call toll-free 1-888-63-GREEN.

2018 ALLGREEN PROSPECTIVE PRODUCT CONTENT LABEL[1]

AllGreen is sold in blocks of 1,000 kilowatt-hours (kWh) or matches 100% of your electricity usage. In 2018, AllGreen will be made up of the following new renewable resources averaged annually.

Green-e Energy Certified New[2] Renewables in AllGreen 2018		Generation Location
Biomass	0%	
Geothermal	0%	
Low Impact Hydroelectric	0%	
Solar	0%	
Wind	100%	National
Total Green-e Energy Certified New Renewables	100%	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historic Product Content Label the actual resource mix of the electricity you purchased.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of resources supplying the US includes: Natural Gas (32%), Coal (30%), Nuclear (20%), Renewable Non-hydroelectric (10%), Renewable Hydroelectric (7%), and Oil (1%). [Source: EIA, 2017].

The average home in the United States uses 867 kWh per month. [Source: EIA, 2017].

AllGreen is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity.

For more information, see www.green-e.org/rec or contact us at:

FirstEnergy Solutions
341 White Pond Dr, B3, Akron, OH 44320
888-254-6359 (Monday through Friday from 8:00 am – 5:00 pm EST)
firstchoice@fes.com
www.fes.com

Green-e Energy CERTIFIED

AllGreen is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

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RESIDENTIAL TERMS & CONDITIONS

("Agreement")

TERM	GENERATION SERVICE CHARGES	CANCELLATION FEE	CONTRACT RENEWAL	OTHER
12 monthly billing cycles ("Term").	**6.39** cents per kWh for Green-e® Energy Certified 100% wind-generated renewable energy certificates and Generation Service. Price excludes taxes, utility Distribution Service charges, Transmission Service, and other non-bypassable utility charges and fees.	You may cancel at any time during the Term without penalty. See **Section 6** for details.	**Unless AEP Energy automatically renews your Agreement with advance written notice, your Agreement will continue on a month-to-month basis, and you will pay a Variable price per kWh (and AEP Energy can renew your Agreement without your affirmative consent even with this change in the rate). You will not be subject to a cancellation fee while taking service on a month-to-month basis.** See **Section 8** for details.	

TERMS AND CONDITIONS: These Terms and Conditions (this "Agreement") are your agreement for Generation Service with AEP Energy, Inc. ("AEP Energy"). Please keep a copy of this Agreement for your records. AEP Energy is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply Generation Service in Ohio. As a Competitive Retail Electric Service ("CRES") provider, AEP Energy will supply the electric generation services to the interconnection (the "Delivery Point") of your local electric public utility or any successor entity that distributes electricity to you ("EDU") based on your usage. Your local electric public utility will continue to be your EDU. Your EDU then distributes or delivers the electricity to you. Your Distribution Service will remain with your current EDU, which is regulated by the PUCO. Your EDU also will continue to read your meter, provide your monthly bill and respond to emergencies. The words "we", "us", and "our" refer to AEP Energy, and the words "you", "your", and "I" refer to the customer.

CERTAIN DEFINITIONS: "Competitive Retail Electric Service Provider" or "CRES provider" means, as defined by Chapter 4901:1-21 of the Substantive Rules applicable to electric service providers, an entity that sells electric energy to retail customers in Ohio. "Generation Service" means the production of electricity. "Generation-Related Charges" means those charges or costs associated with the production, procurement and supply of electricity. "Non-bypassable utility charges and fees" means those EDU charges and fees payable by you regardless of whether the EDU or a CRES provider provides Generation Service. "Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of an EDU, which is either bypassable or non-bypassable to you, as determined in accordance with your Distribution Service. "Distribution Service" means the physical delivery of electricity to customers by the EDU. "Billing Cycle" means, with respect to a customer account, the monthly period between meter read dates during the Term.

RIGHT OF RESCISSION: Once you have been enrolled to receive Generation Service from AEP Energy, your EDU will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) calendar days following the postmark date of the confirmation letter by contacting your EDU orally at the designated toll-free or local number in such letter or in writing and following the instructions contained in the letter. This right of rescission only applies when you initially switch to AEP Energy and not upon renewal. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

OTHER IMPORTANT DISCLOSURES: In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, or you are part of a municipal aggregation, the pricing contained herein may be inclusive of a broker fee. I affirm my agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) I have provided, or will provide during the term of this Agreement, regarding my account, including about amounts due. **Price Comparison Qualification:** Please be advised that the EDU's standard offer service rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDU's

standard offer service rates during the Term or the term of any renewals of this Agreement. If you received any price comparison(s) in connection with your enrollment, by accepting this offer from AEP Energy, you understand and agree that AEP Energy has informed you, prior to entering into this Agreement, that no guarantee of savings during the Term or the term of any renewal is being provided.

1. Eligibility. Residential customer accounts that are on residential rates codes and are not enrolled in the Percentage of Income Plan Program (PIPP) are eligible for this offer from AEP Energy. AEP Energy reserves the right to refuse enrollment to any customer who is not current on their Non-bypassable utility charges and fees.

2. Price. Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the initial "Term" (as listed in the table above), you agree to pay AEP Energy the price stated in the table above under "Generation Service Charges" for all kilowatt-hours ("kWh") of all applicable combined Generation Service and Generation-Related Charges metered by the EDU. You are responsible for, and your price does not include, applicable state and local taxes and/or Non-bypassable utility charges and fees, which will be billed by the EDU. In addition to AEP Energy's charges, you will be charged by your EDU for Distribution Service, Transmission Service, and other Non-bypassable utility charges and fees. The PUCO does not regulate AEP Energy's prices. An average residential customer, using 750 kWh of electricity on a monthly basis, would incur approximately $40 to $50 per month in such EDU charges and fees. In the event that there is any new, or any change in existing, law, regulation, rule, statute, order, filed tariff, decision, judgment, decree, or other event, including any change in any formula rate calculation, or any change in any interpretation or application of any of the foregoing, by a governmental authority, EDU, Independent System Operator, Regional Transmission Organization ("RTO"), such as PJM Interconnection, L.L.C., or other regulated service provider (a "Change in Law"), and such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy will provide written notice requesting your affirmative consent and agreement, describing the Additional Costs, the resulting price revisions, and the future date upon which such revised pricing is requested to be effective (a "Price Revision Request"). You then will be able to affirmatively consent and agree to such Price Revision Request, and if you agree, you will pay the revised price described in such Price Revision Request, and all other terms and conditions of this Agreement not modified by such Price Revision Request will remain in full force and effect. If, however, you do not affirmatively consent and agree to the Price Revision Request within thirty (30) calendar days, this Agreement, at AEP Energy's option, either may (1) continue at the existing pricing and existing terms and conditions of this Agreement, or (2) automatically terminate without penalty, cancellation fee or further obligation (but you will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is terminated, as well as any late fees). Any such automatic termination will be effective on the next available drop date as established by the EDU. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO. Note that if, due to a change in market conditions, we wish to lower the price per kilowatt hour charged to you under this Agreement, we may do so without your consent, provided there are no other changes to the terms and conditions of this Agreement.

3. Term (Length of Agreement). Your service from AEP Energy will begin on the start of service date determined by the EDU, and this Agreement shall be considered executed by AEP Energy, following: (a) the end of the seven (7) day rescission period; (b) the acceptance of your enrollment request by AEP Energy (at its discretion and consistent with the "Your Consent and Information Release Authorization" section below); and (c) acceptance of your enrollment by your EDU, and will continue for the Term (as listed in the table above), unless otherwise terminated or renewed, ending on the date your EDU effectuates your switch back to EDU standard offer service or to another CRES provider. **However, your service from AEP Energy may continue in accordance with the "Contract Renewal" section of this Agreement.** Your meter read date and the date of initiation of service are determined by your EDU; therefore we are not liable for any resulting delay in commencement of your service.

4. Billing. Unless AEP Energy notifies you otherwise, you will continue to receive a single bill, typically on a monthly basis, from your EDU that will contain both your EDU and AEP Energy charges (and you acknowledge that your billing and payment information may be provided to AEP Energy). AEP Energy does offer budget billing for AEP Energy's charges. You will be responsible for payment of the utility consolidated bill in accordance with applicable EDU billing rules and procedures. Failure by you to pay your EDU bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your EDU's tariff and the termination of your contract with AEP Energy. Upon termination you will be returned to your EDU's applicable tariff service or you may switch to another CRES provider. AEP Energy reserves the right to issue an invoice to you directly. Such invoice would contain AEP Energy's charges for your retail electric energy service and may also contain applicable taxes and all of the EDU's applicable charges. If at any time AEP Energy must send you a bill directly for the supply service provided under this Agreement, and if you do not pay the full amount owed to AEP Energy by the due date of the bill, a late payment fee with respect to amounts owed to AEP Energy of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by AEP Energy, will apply. In accordance with the "Cancellation/Termination Provisions/Failure to Pay" section of this Agreement, if AEP Energy bills you directly for our services, AEP Energy may terminate this Agreement with fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to AEP Energy. Upon

termination you will be returned to your EDU as a customer. You will remain responsible to pay AEP Energy for any electricity used before this Agreement is terminated as well as any late payment charges.

5. Switching Fees and Exceptions. Your EDU may charge you a switching fee. AEP Energy reserves the right to demand adequate assurances from you in the form of prepayment or other form of credit support in the event you fail to make payments in accordance with the terms herein. Customers requiring financial assurance will be required to post that assurance within three (3) business days of notice.

6. Cancellation/Termination Provisions/Failure to Pay. If this Agreement is not rescinded during the rescission period, your enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move outside AEP Energy's service area or into an area where AEP Energy charges a different price, by providing AEP Energy with a thirty (30) calendar day written notice prior to such move. Any failure to pay your bill shall be deemed a breach of this Agreement permitting AEP Energy to terminate this Agreement upon fourteen (14) calendar days' advance written notice. If specified in the table above under "Cancellation Fee", there may be a charge if you cancel this Agreement for any reason, except as expressly provided herein, or breach this Agreement in accordance with the preceding sentence. In addition to any applicable cancellation fee, you will remain responsible to pay AEP Energy for any electricity supply used before this Agreement is cancelled or terminated for any reason, as well as any late fees (if applicable as described in the "Billing" section above). Should you cancel service with AEP Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

7. Your Consent and Information Release Authorization. By accepting this offer from AEP Energy, you understand and agree to the terms and conditions of this Agreement with AEP Energy. You authorize AEP Energy to obtain information from the EDU that includes, but is not limited to: your billing history, payment history, historical and expected electricity usage, meter-readings, characteristics of electricity service, address, telephone number, and account number(s). AEP Energy reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request.

8. Contract Renewal. Upon expiration of the initial Term and unless AEP Energy renews for a set term in accordance with the following sentence, **this Agreement will automatically renew on a month-to-month basis at a Variable price per kWh, based upon the applicable RTO prevailing market and business conditions for electricity at the EDU load zone or equivalent market delivery point, plus an adder of up to $0.05 per kWh for Generation Service and AEP Energy can renew this Agreement without your affirmative consent even with this change in the rate**. Pursuant to PUCO Case No. 14-568-EL-COI and PUCO guidelines, the retail electric product in any such month-to-month period is defined as "Variable". Notwithstanding the preceding sentence, if AEP Energy chooses to renew this Agreement for a set term and price, then AEP Energy will send advance written notice not less than forty-five (45) calendar days prior to the end of the initial Term. If a cancellation fee of greater than zero dollars ($0) but not more than twenty-five dollars ($25) will apply during such set term renewal, then AEP Energy also will provide a second renewal notice either in writing, by telephone, by notice in your bill, or by email at least thirty-five (35) calendar days prior to the end of the initial Term, consistent with 4901:1-21-11(F)(3), and **this Agreement shall be automatically renewed for the renewal term with the revised terms and conditions by AEP Energy without your affirmative consent even with this change in the rate and other terms and conditions**, unless you notify AEP Energy in writing rejecting the renewal term on such terms and conditions no later than five (5) business days after receipt of such notice or such second notice, as applicable. **If the renewal contains a cancellation fee of twenty-five dollars ($25) or less, then AEP Energy can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.** If the renewal contains a cancellation fee of greater than twenty-five dollars ($25), then notwithstanding the foregoing provisions of this paragraph, your affirmative consent will be required to renew this Agreement. Pricing excludes taxes, Distribution Service charges, Transmission Service, and other Non-bypassable utility charges and fees. No cancellation fee will apply during any renewal Term on a month-to-month basis, but a cancellation fee may apply during a set term renewal, as specified in the renewal notice. You may obtain next month's Variable price by calling an AEP Energy Service Representative at the toll-free telephone number set forth in the "Contact Information; Notices" section. Pricing is generally available on the fifteenth (15th) business day of each month for the next billing cycle. At any time after the initial Term during a month-to-month renewal, you may contact AEP Energy to enroll in a then-current plan.

9. Dispute Procedures. Contact AEP Energy with any questions concerning the terms of service, billing, disputes and complaints by phone at 1-866-258-3782 (toll-free) M-F 8AM – 7PM EST or in writing at AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. Our web address is AEPenergy.com/help. If your complaint is not resolved after you have called AEP Energy and/or your EDU, or for general utility information, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM - 5:00 PM EST weekdays or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential 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. EST weekdays, or at http://www.pickocc.org.

10. Warranty and Force Majeure. AEP Energy warrants title to all electricity sold hereunder. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS EXCLUSIVE AND AEP ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR PURPOSE OR USAGE OF TRADE. AEP Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. AEP Energy will not be responsible for any failure to commence or terminate Generation Service on the relevant date described herein. Certain causes and events are out of the reasonable control of AEP Energy ("Force Majeure Events") and may result in interruptions in service. AEP Energy is not liable for damages caused by acts of God, changes in laws, rules or regulations or other acts of any governmental authority (including the PUCO or RTO), accidents, strikes, labor troubles, required maintenance work, inability to access the EDU's system, nonperformance by the EDU, terrorism, sabotage, or any other cause beyond AEP Energy's reasonable control. If a Force Majeure Event occurs which renders AEP Energy unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

11. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY. AEP Energy's total liability under this Agreement will not exceed an amount equal to the charges on your single largest monthly invoice for Generation Service during the TWELVE (12) months preceding THE APPLiCABLE Claim.

12. Your Liability and Indemnification of AEP Energy. You assume full responsibility for retail electricity supplied to you at and after the Delivery Point and agree to and shall indemnify, defend, and hold harmless AEP Energy, its parent company and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses (including attorneys' fees), damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "Claims"), including Claims for personal injury, death, or damages to property occurring at and after the Delivery Point, including upon your residential premises, arising out of or related to the Generation Service and/or your performance under this Agreement.

13. Assignment. You shall not assign this Agreement or your rights hereunder without the prior written consent of AEP Energy. AEP Energy may, upon prior written notice but without your consent, assign this Agreement to another licensed CRES provider, including any successor, in accordance with the rules and regulations of the PUCO.

14. Choice of Law; Severability. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, including applicable rules of the PUCO, without giving effect to any conflicts of law principles which otherwise might be applicable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

15. Miscellaneous. You have the right to request from AEP Energy up to twenty-four (24) months of payment history, without charge. Your social security number, account number(s), or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-21-06 and 4901:1-21-10 of the Ohio Administrative Code. AEP Energy assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your EDU. You are responsible for providing AEP Energy with accurate account information. If said information is incorrect, AEP Energy reserves the right to re-price the applicable account(s). AEP Energy reserves the right to re-price any account(s) or return you to the EDU if your utility rate code or meter type is changed and/or the account is no longer eligible for the retail electricity choice program. Any notice, demand or other communication to be given hereunder, including, without limitation, any renewal or termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing AEP Energy your email address, you agree to receive notices electronically, where permitted under applicable law. By entering this Agreement, you represent and agree that the account served by AEP Energy under this Agreement is a residential account, in the EDU's service territory, and you are not an existing AEP Energy customer. AEP Energy reserves the right, at any time, to not enroll or to terminate service to customer locations that do not meet the preceding criteria and return you to the EDU (or previous AEP Energy product, if applicable) with no penalty to AEP Energy. This Agreement supersedes all prior written or oral agreements or understandings. AEP Energy's environmental disclosure statement is available for viewing on our website at AEPenergy.com. You agree that AEP Energy will make the required quarterly updates to the statement electronically on our website. We will also provide the information to you upon request. **AEP Energy is a competitive retail electric service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio.**

16. Contact Information; Notices. AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care. For more information, call 1-

866-258-3782 Monday to Friday between 8 AM and 7 PM EST or visit AEPenergy.com/help. You agree and authorize that AEP Energy and/or its third party service providers may listen to, monitor, and/or record telephone your calls with us and/or any of our affiliates, agents, and/or contractors as part of providing services under this Agreement. You expressly agree that these contacts are not unsolicited for purposes of any state or federal law. You also agree to receive communications from AEP Energy via email at the email address you provide (if any) to AEP Energy. It is your responsibility to notify AEP Energy of any changes to your contact information, including your email address.

17. The electricity supply provided to you will include renewable energy certificates sourced from renewable resources in the amount equal to the percentage of your load volume stated in the table above under "Generation Service Charges" during the term of this Agreement. Eco-Advantage is a 100% nationally wind-generated REC product, is Green-e® Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. For more information about Green-e Energy, write Green-e Energy, 1012 Torney Ave, 2nd Floor San Francisco, CA 94129 or log onto www.green-e.org.

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2018 PROSPECTIVE PRODUCT CONTENT LABEL[1]

ECO-Advantage[SM] is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see www.green-e.org/rec.

ECO-Advantage matches 100% of your electricity usage. In 2018, ECO-Advantage will be made up of the following renewable resources.

Green-e Energy Certified New[2] Renewables in ECO-Advantage		Generation Location
-Wind	100%	While AEP Energy cannot disclose its renewable energy resource mix because we have not committed to particular renewable energy resources or locations at this time, the national supply could be sourced from any of the following states including but not limited to: Texas, Iowa, Illinois[3], and Pennsylvania.
TOTAL	100%	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs you purchased.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

3. Over the last 12 months or more, the renewable energy resource mix was 100% wind generation RECs from Texas and 0% from the State of Illinois.

For comparison, the current average mix of resources supplying the United States includes: Coal (33%), Nuclear (20%), Oil (1%), Natural Gas (33%), Hydroelectric (6%), Other Fossil (<1 %), and Renewables (7%). This resource mix was prepared in accordance with the U.S. Department of Energy/Energy Information Administration.

The average home in the United States uses 901 kWh per month. Source: U.S. EIA, 2015.

For specific information about this product, please contact AEP Energy, (866) 258-3782, care@aepenergy.com or AEPenergy.com.

Green-e Energy CERTIFIED

ECO-Advantage is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

You have decided to purchase Renewable Energy Certificates for all or a portion of your total electricity usage through AEP Energy, Inc.'s (AEP Energy) ECO-Advantage[SM] Plan. AEP Energy does not purchase supplies of renewable electricity directly. Instead, AEP Energy purchases RECs, on your behalf, to offset your usage. RECs represent the environmental attributes and benefits of power generated from renewable resources. ECO-Advantage is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

Price, Terms, and Conditions	
Green-e Energy CERTIFIED	AEP Energy's ECO-Advantage Plan is certified by Green-e Energy, which requires companies to provide their customers with this notice of Price, Terms and Conditions of service. You have the right to rescind your enrollment without penalty by contacting AEP Energy at the toll-free number specified below. Your rescission period depends upon the state in which your service area is located and is specified in your AEP Energy contract. For more information about Green-e Energy, write Green-e Energy, PO Box 29512, San Francisco, CA 94129 or log onto www.green-e.org.
Company:	AEP Energy, a competitive retail electric generation supplier and an affiliate of Ohio Power Company (AEP Ohio). Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Customers do not need to purchase electric generation supply from AEP Energy in order to continue to receive regulated service from their utility. Switching to AEP Energy is not mandatory and you have the option of remaining with your local distribution company for basic generation service. AEP Energy's Maryland license is IR-757.
Whom should I contact for more information?	AEP Energy Customer Care: 866-258-3782 or care@aepenergy.com AEP Energy, Inc. 303 Marconi Blvd., Suite 400 Columbus, OH 43215 www.AEPenergy.com
How will I be billed?	Your utility will bill you for total electricity services. This invoice will include your contracted energy charge that is equal to the sum of your electric supply charge and your REC purchase.
How will my bill be calculated?	Based on a monthly average usage of 1,000 kWh, the following example provides you an estimate of your monthly power charge. This is an example only. Your actual bill will vary based on your use of electricity and the price per kWh of power in your AEP Energy contract. Monthly kWh usage: 1,000 Percentage of power: 100% Price per kWh of power $0.047 Total power charge: $47.00

Will my rates change over time?	Your rate for renewable energy will not change during the initial term of your AEP Energy contract. Please refer to section 8 of your AEP Energy contract (Terms and Conditions) for information related to contract renewal.
What sources will be used in my certified product?	Please see the attached product content label.
If I want to terminate this agreement/ contract, what is the early termination fee?	Please refer to your AEP Energy contract (Terms and Conditions) for information related to any early termination fee.
What length of agreement/ contract is required?	Please refer to your AEP Energy contract (Terms and Conditions) for the term of your contract.
What other fees might I be charged?	For those customers who are invoiced by AEP Energy, late payments, including late interest payments, are subject to interest charges at the rate of one and one half percent (1.5%) per annum. If you do not make timely payments, the utility or AEP Energy may impose late fees and your service may be disconnected.
Where can I find the current and historic Green Product Content Labels.	The current product content label is attached to this document below. The current and historic product content labels are also available online at: www.AEPenergy.com/renewable

LifeEnergy

EXHIBIT
3
OEC
PENGAD 800-631-6989

Ohio Contract 12
Residential & Small Commercial

Terms of Service

GENERAL TERMS AND CONDITIONS: These general terms and conditions and any applicable summaries of contracts, products, consumer rights or disclosure statement together create a binding contract (the "Contract") between you, the customer, ("Customer") and LifeEnergy, LLC ("LifeEnergy") for retail electricity services (the "Retail Electricity Services"). Retail Electricity Services include providing you with all your electricity supply requirements. Retail Electricity Services also include arranging for the delivery to your residence or business your full-requirements supply. LifeEnergy promises to provide the Retail Electricity Services. You promise to use and pay for the Retail Electricity Services. The words "we", "us" and "our" refer to LifeEnergy; and the words "you" and "your" refer to you the Customer.

CONTACT INFORMATION: Our Customer Service Representatives are available to help you Monday through Friday from 8:00am to 5:00pm (ET). The Toll-Free phone number is 844-308-3631 and fax number is 281-947-3073. You may email LifeEnergy at Care@LifeEnergy.com or write to LifeEnergy at 2000 W. Loop South, Suite 2010, Houston, TX 77027. You may view other LifeEnergy products and services at www.LifeEnergy.com. Generation price and charges are set by LifeEnergy. The applicable Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

LICENSING INFO: The Public Utilities Commission of Ohio (PUCO) certified LifeEnergy, LLC as a Competitive Retail Electric Service Provider (CRES) (PUCO Certificate # 16-1109E (2)).

DEFINITIONS: Set forth below are the definitions of certain terms that are incorporated into this Contract:
Distribution Charge - Part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.
Generation Charge - Part of the basic service charges on every customer's bill for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. This charge depends on the contract between the customer and your supplier. This service is included in the price LifeEnergy charges you, as described in the Contract Summary
Transmission Charge - Part of the basic service charges on every customer's bill for transporting electricity from the source of supply to the electric distribution company. This charge will vary with your source of supply.

YOUR CANCELLATION RIGHTS: You have the right to cancel your enrollment with LifeEnergy within seven (7) calendar days following the postmark date on the Utility's enrollment confirmation notice. To do so, either (a) contact your Utility at the toll- free telephone number set forth above or (b) provide written notice to the Utility at the address provided in your Utility's enrollment confirmation notice. No Early Termination Fees will apply.

ENROLLMENT: LifeEnergy coordinates with your transmission and distribution company, also known as a wires company, to provide you with electricity delivery services (the "Utility"). This Contract authorizes LifeEnergy to enroll you as a customer of LifeEnergy. You promise to provide LifeEnergy with accurate, complete and verifiable account information, which is necessary for the timely, accurate and efficient enrollment of your account. You promise to disclose to LifeEnergy whether you have any outstanding, non-disputed charges with your Utility. LifeEnergy requests you to provide an email address to assist LifeEnergy in your enrollment process. LifeEnergy uses your email address to deliver your contract documents and account information, including enrollment confirmation and Contract expiration notices. LifeEnergy will use the email address strictly in accordance with the LifeEnergy Privacy Policy, which is available at www.LifeEnergy.com. You will receive written notification from the Utility confirming a switch of your Retail Electricity Services and your retail electricity supplier. Your Retail Electricity Services will start on a meter reading date determined by you or your Utility depending on your Utility enrollment rules. Your Retail Electricity Services will continue from the enrollment date for the entirety of the Contract Term.

PRODUCT TYPES: Your Contract Summary identifies your selected Retail Electricity Services product (the "Product"), which is based on either a Fixed, Variable or an Indexed Rate. The "Rate" is the price ("Price") that you pay per kilowatt hour ("kWh") of electricity ("Usage"). Your Fixed Rate Product Price will never change during the Contract Term. Your Variable Rate Product Price may fluctuate each billing cycle; however, **the Variable Rate Product Price will never increase by more than 30% month over month.** You may terminate a Variable Rate Product Contract at any time without incurring an Early Termination Fee. LifeEnergy sets the Variable Rate Product Price based upon several criteria: wholesale commodity costs or other components of wholesale prices (such as capacity related costs, ancillary costs, actual and forecasted energy supply fluctuations and demand, and regional and local weather patterns), other market prices and LifeEnergy's pricing strategies. You may obtain historical average monthly billed prices by rate class and Utility service territory by calling 844-308-3631 or visiting:www.LifeEnergy.com/historical-rates. Note, historical pricing is not indicative of present or future pricing. An Indexed Price is a Price based upon a publicly available price index (e.g. NYMEX). LifeEnergy publishes the Price Index that it uses for calculating your Index Rate Product at http://www.LifeEnergy.com. LifeEnergy then adds a fixed charge to the Index Price (the "Fixed Price Adder") to calculate your Index Rate Product Price. Your Indexed Rate Product Price may fluctuate each billing cycle based on changes in the underlying Product Price Index.

PRICING AND FEES: Your Utility measures your Usage for each billing cycle. Your Usage will be based on either an actual Utility meter read or a Utility estimate. The Utility shares your Usage with LifeEnergy. LifeEnergy calculates the amount owed to LifeEnergy (the "Supply Charges" or

"SC"). Your Supply Charges equal the sum of (i) your Price times your Usage (SC = P x U) plus (ii) all miscellaneous charges ("Miscellaneous Charges" or "MC"), such as applicable taxes, charges, and regulated fees plus (iii) a fixed base charge (the "Base Fee" or "BF"). To calculate your SC, use the formula (SC = (P x U) + MC + BF). LifeEnergy charges and passes through to you the Miscellaneous Charges because federal, state and local governments tax sales to retail customers. LifeEnergy passes through these taxes, and any other similar regulated changes, at cost directly to you. LifeEnergy never marks up your Miscellaneous Charges. Your Bill also may include charges for other LifeEnergy products that you select and purchase, which will be listed separately on your Bill. LifeEnergy reserves the right to reconcile and to re-bill your account for Utility and government adjustments to your Usage and taxes, regulated fees and charges and other billing errors or omissions. If you decide to change your retail electricity supplier, your Utility also may bill you a fee to make that change. If you decide to return to your Utility, then the Utility may agree to serve you but under rates, terms and conditions that are different from other Utility customers.

BILLING AND PAYMENT: LifeEnergy charges you for the electricity supply (the "Generation Charge"). Your Utility charges you for delivery service (the " Transmission and Distribution Charge"). Your Utility will send you a single bill each month for both the Generation Charge and the Transmission and Distribution Charges (the "Bill"). Your Bill contains a separate line item for each of the Generation and the Transmission and Distribution Charges. Your Utility's tariff governs your Bill format, payment options, late fees and interest. Currently, LifeEnergy does not offer budget billing for your Generation Charges. Your Utility may offer budget billing for its Transmission and Distribution Charges. You have the right to request from LifeEnergy a 24-month payment history without charge, but no more frequently than twice within a 12-month period. Your Utility tariff may permit our Utility to disconnect your service if you fail to make timely payment of your Utility Transmission and Distribution Charges. If the Utility fails to bill you for the LifeEnergy Generation Charges, including Early Termination Fees, then LifeEnergy will bill you directly. If you fail to timely pay LifeEnergy, and LifeEnergy refers your account for collection to an attorney or collection agent, files a lawsuit, or is required to participate in probate, bankruptcy, or other judicial proceedings, then you will be liable to pay to LifeEnergy all accrued interest and collection costs (including reasonable attorney's fees and court costs).

SECURITY DEPOSIT: You understand that. as part of LifeEnergy's decision to provide, or continue to provide, you service under this Contract, LifeEnergy may investigate from time to time your credit history or obtain a consumer credit report from a consumer reporting agency. If LifeEnergy determines in its reasonable discretion that your credit, payment history or account status is unsatisfactory, LifeEnergy may require a deposit from you equal to the lesser of $100 or twice your estimated monthly bill over 12 months. Any deposits provided to LifeEnergy shall be due within 3 business days from the request and will accrue interest equal to the average annual yields of on-year treasury bills for September through November of the preceding year. Your security deposit will be held in an escrow account with will not be commingled with other LifeEnergy accounts. LifeEnergy will return your deposit if: (i) you cancel this Contract during your right to rescission period or (ii) at the end of your Contract less final billed amounts due to LifeEnergy. LifeEnergy is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for the its own collections and credit reporting or assigning a customer contract to another retail electricity provider.

NON-PAYMENT TERMINATION: 14 days following written notice to you.

CONTRACT TERM: The Contract Summary contains the Contract Term. LifeEnergy will send you a prior written notice at least forty-five (45) days, but not more than ninety (90) days, before the Contract expiration date (the "Expiration Notice"). In your Expiration Notice, LifeEnergy will explain your renewal options. Your Expiration Notice may state that, if you do not authorize a new Fixed Rate plan with LifeEnergy, then your Retail Electricity Services will continue with LifeEnergy on a monthly Variable Rate Product. Alternatively, your Expiration Notice may state that you automatically will transition to a new Fixed Rate plan at Contract Term expiration. Your Expiration Notice will describe any applicable changes, Price, and Contract cancellation process. Additionally, LifeEnergy will provide a second notice by mail, email, telephone, or monthly bill insert to you at least 35 days before Contract expiration. At the end of your Contract Term, you are responsible to pay any remaining LifeEnergy account balances. LifeEnergy can renew this contract without your affirmative consent even when there is a change in the rate or other terms and conditions.

YOUR CONTRACT TERMINATION RIGHTS: You may terminate this Contract by providing LifeEnergy with 30 days' prior written notice or by calling 1-844-308-3631 ("Contract Termination Notice"). Upon expiration of the 30 days' notice period, your Contract Termination will become effective on the next meter read date. However, if your Contract Termination date occurs before the Contract Term expiration date, then you will be liable for an Early Termination Fee. No Early Termination Fee will apply if the Contract Termination is because you have re-located your residence or business to a location that lies outside your Utility's service territory or where different LifeEnergy Product rates apply for the same Product. Also, no Early Termination Fee applies to Variable Rate Products. Upon LifeEnergy's receipt of your Contract Termination Notice, LifeEnergy will notify your Utility and your Utility will perform a final meter read. LifeEnergy's Contract obligations cease upon that final meter read date. If your Contract termination requires an off-cycle meter read or otherwise incurs Utility charges, you will be responsible for payment of those charges. When you terminate your Contract, all amounts you owe to LifeEnergy will become immediately due and payable to LifeEnergy. At Contract Termination, you remain responsible for all account balances including applicable Early Termination Fees.

LIFEENERGY CONTRACT TERMINATION RIGHTS: LifeEnergy may terminate Your Contract only in limited circumstances. If You have purchased a month to month Variable Rate Product, then LifeEnergy may terminate Your Contract for convenience upon 45 days' prior written notice to You. If You purchased a Fixed-Rate Product, then LifeEnergy may terminate Your Contract for convenience only upon the expiration of

the Contract Term. If You fail to pay for the Retail Energy Services, then, after giving the prior written notice to You identified in Section 1, LifeEnergy may terminate this Contract for cause. In the event of the occurrence of (i) a material breach of this Contract, (ii) an adverse material changes in law or (ii) an event beyond LifeEnergy's reasonable control that materially and adversely impacts LifeEnergy's ability to provide Retail Electricity Services to You, then LifeEnergy may terminate Your Contract upon 45 days' prior written notice to You. LifeEnergy also may terminate this Contract (i) if Your Utility is unable to read your meter for three consecutive months; (ii) if at any time You request separate bills from your Utility and LifeEnergy; or (iii) if the Utility removes You from its consolidated billing program and requires LifeEnergy to bill You separately for Your electric supply. Termination in all circumstances will become effective on the final meter read date immediately following the expiration of the notice period. On the termination date, if You have not already chosen another retail electricity provider, then You will be returned to Your Utility's standard offer service. If this Contract is terminated for non-payment, then You will be responsible for any applicable Early Termination Fee in addition to the accrued balances.

RISK OF LOSS AND INDEMNITY: You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. You shall indemnify, defend, and hold harmless LifeEnergy from all claims for any loss, damage, or injury to persons or property, including without limitation, all consequential, exemplary, or punitive damages arising from or related to any act or incident occurring after title to the electricity has passed to you.

DISCLAIMER OF WARRANTIES: YOU AND LIFEENERGY AGREE THAT NEITHER HAS MADE ANY ADDITIONAL PROMISES TO EACH OTHER IN THIS CONTRACT ABOUT THE RETAIL ELECTRICITY SERVICES OTHER THAN WHAT ARE STATED EXPRESSLY HEREIN. LIFEENERGY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

LIMITATIONS OF LIABILITY: If you or LifeEnergy become liable to the other for damages, then that liability is limited to direct, actual damages only. Neither you or LifeEnergy will be responsible to the other for consequential, special, incidental, punitive, exemplary, or indirect damages. You agree to waive all other remedies at law or in equity. These limitations apply without regard to the cause of any liability or damage, including if the damages result from negligence, whether sole, joint, concurrent, or active or passive. Lability is transferred from LifeEnergy to the Utility or you at the point at which either you or the Utility accept title to the electricity (the "Delivery Point"). You will indemnify LifeEnergy for any third-party liability arising at and from your Delivery Point.

FORCE MAJEURE: LifeEnergy and you will make commercially reasonable efforts to provide and to accept the Retail Electric Services, respectively. LifeEnergy will endeavor in a commercially reasonable manner to provide service, but LifeEnergy cannot guaranty a continuous supply of electrical energy. Events that are out of LifeEnergy's control ("Force Majeure Events") may result in interruptions in service. LifeEnergy will not be liable for any such interruptions. LifeEnergy does not generate your electricity nor transmit or distribute electricity to you. Therefore, you agree that LifeEnergy is not liable for damages caused by Force Majeure Events, which include, but are not limited to: acts of God, acts of any governmental authority, accidents, strikes, labor trouble, required maintenance work, inability to access the Utility system, nonperformance of the Utility, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any cause beyond LifeEnergy's control. If a Force Majeure Event occurs which renders LifeEnergy unable to perform in whole or in part under this Contract, LifeEnergy's performance under this Contract shall be excused for the duration of such event.

CHANGES IN YOUR TERMS OF SERVICE: Sometimes it become necessary to update or change the Contract Terms. If LifeEnergy makes a material change to your Contract Terms, then LifeEnergy will provide you with 45 days' prior written notice of that change (the "Change Notice"). If you do not wish to accept the Contract change, then you may terminate this Contract. However, you must give LifeEnergy notification of the Contract Termination before the effective date of the change identified in your Change Notice. If you terminate the Contract, you remain responsible for any unpaid account balances as of the termination date. No material change will ever be made to your Contract Term or the Fixed-Price Product Price.

CHANGES IN LAW: If there is a change in or implementation of (1) law, rule, regulation, ordinance, statute, judicial decision, administrative order and the like; (2) material change in your regional operating authority's operating guidelines or protocols, load or capacity zone boundary or hub definitions; (3) modification of distribution company tariffs or standard terms and conditions; (4) changes in programs including, but not limited to resource adequacy, and the like; or (5) electricity market structure, and such change results in LifeEnergy incurring additional costs or expenses associated with providing the services described herein, such additional costs or expenses are your responsibility and will be assessed to you in your monthly Bill as an additional charge, and you hereby agree to pay all such charges.

RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS: To the fullest extent permitted by law, any dispute arising out of or relating to this Agreement, including claims arising in contract, tort, statutory or otherwise, shall be settled exclusively and finally by arbitration in accordance with the rules and procedures of the American Arbitration Association. Any arbitration proceeding hereunder shall be conducted exclusively in the State in which your meter is located. Neither party may alter, amend, or otherwise change the binding obligation to arbitrate disputes set forth in this provision without the express consent of the other party. You and LifeEnergy acknowledge and agree that arbitration will only be pursued on an individual basis and will not be pursued on a class-wide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would do so.

MISCELLANEOUS: Should any provision contained herein be held unenforceable by a court of competent jurisdiction such provision shall be reformed to create a valid and enforceable provision to the maximum extent provided by law. However, if such provision cannot be reformed, it shall be deleted without affecting any other provision of this Contract. Any failure by LifeEnergy to enforce any term or condition of this Agreement, or to exercise any right under this Contract, shall not be considered a waiver of LifeEnergy's right thereafter to enforce each such term and condition or to exercise any right under this Contract in the future, whether of a like kind or of a different nature. The provisions of this Contract concerning payment, limitation of liability, and waivers will survive the termination or expiration of this Contract . The Contract provisions about payment, limitation of liability, and waivers will survive Contract termination or expiration. The required environmental disclosure can be found at: www.LifeEnergy.com.

NON-DISCRIMINATION: LifeEnergy does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

NOTICES: To the extent permitted by applicable law, notices and correspondence from LifeEnergy will be delivered to the email address that you have provided to us; if LifeEnergy does not have your email address, all notices and correspondence will be mailed to the billing address on the account (or to the service address if there are issues with the billing address).

ASSIGNMENT: You may not assign the Agreement, in whole or in part, or any of your rights or obligations under the Contract without LifeEnergy's prior written consent, which may be withheld in LifeEnergy's commercially reasonable discretion. Upon 30 days' prior written notice, without your consent and in its sole discretion, LifeEnergy may assign this Contract.

GOVERNING LAW: This Agreement shall be governed by, interpreted and construed under, and enforced in accordance with the laws of the State in which your meter is located=. The provisions of the Uniform Commercial Code ("UCC") of that State shall apply to this Contract, and electricity shall be a "good" for purposes of the UCC.

NET METERING PROGRAM: (if available in your Utility service territory): To be considered eligible to participate in LifeEnergy's net metering program, you must generate a portion or all your own residential retail electricity requirements using energy generation equipment located on your premises. Additionally, you must have a bi-directional meter that has been tested and calibrated by the Utility to assure accuracy prior to commencing services and have completed all necessary application forms with the Utility. This program is available on a first come, first serve basis until the capacity of 5% of the peak demand supplied by LifeEnergy in the previous calendar year is reached. Please contact LifeEnergy for more information.

RENEWABLE POWER: For renewable price plans, LifeEnergy will purchase and retire Renewable Energy Certificates ("RECs") to offset 100% of your electricity usage.

DISPUTE RESOLUTION: You should contact LifeEnergy regarding any disputes related to this Contract. If the issue is not resolved to your satisfaction, an informal complaint may be filed with you may contact the public utilities commission of Ohio (PUCO) at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumer's Counsel for assistance with complaints and utility issues at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

To report delivery service outages or emergencies, please call or contact your EDC:

EDC	PHONE	EMERGENCY	ADDRESS	WEBSITE
Duke Energy Ohio	800-543-5599	800-544-6900		www.duke-energy.com
Dayton Power & Light	877-468-8243	866-305-3095		www.dpandl.com
AEP Ohio Power	800-672-2231	800-672-2231		www.aepohio.com
Columbus Southern Power	800-672-2231	800-672-2231		www.aepohio.com
Ohio Edison	800-633-4766	888-544-4877		www.firstenergycorp.com/content/customer/ohio_edison.html
Toledo Edison	888-544-4877	800-447-3333		www.firstenergycorp.com/toledo_edison.html
Cleveland Electric Illuminating	888-544-4877	800-589-3101		www.firstenergycorp.com/illuminating_company.html

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Verde Energy USA Ohio, LLC - Terms and Conditions of Service

Verde Energy USA Ohio, LLC, OH License 12-489 E (1), with a business address of 12140 Wickchester Ln., Suite 100, Houston TX 77079 ("Verde"), will supply you ("Customer") with electricity in the service territory of your local distribution company ("Utility"), subject to these Terms and Conditions of Service ("Agreement"), which includes an agreement to ARBITRATION for any and all disputes between Customer and Verde:

1. **Price:** During the first 12 Months of service, Verde will supply electricity to Customer at a 100% renewable fixed generation rate of 9.25¢ per kWh plus $0.00 monthly service fee. After the first 12 Months of service, Verde will supply electricity to Customer at a 100% renewable variable generation rate that may change monthly with market conditions. Verde will purchase and retire renewable energy certificates ("RECs") or attributes to ensure that an amount equal to 100% of Customer's electricity usage is generated by renewable sources. Customer shall also pay and be responsible for all other amounts related to the purchase and delivery of electricity, including applicable taxes and service and delivery charges from the Utility. Verde will serve only the supply portion of Customer's electricity bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. No deposit is required by Verde for service.

2. **Term:** Verde is authorized to switch Customer's utility supplier for the generation service charge. This Agreement will start when the Utility completes Customer's enrollment with Verde. Service with Verde will begin with the next available meter reading after processing of the request by the Utility and Verde. The Utility may charge switching fees to Customer. Customer will be responsible for the termination of any existing supplier agreement. This Agreement will continue until terminated by either Customer or Verde in accordance with this Agreement. If Customer switches back to the Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.

3. **Right of Rescission & Termination:** Residential and small commercial customers shall have the right to rescind this Agreement within 7 calendar days following the postmark date on the Utility's confirmation notice by calling the Utility at the designated local or toll-free number or by written notice to the Utility, which is effective as of the date of the postmark. Either Verde or Customer may terminate this Agreement at any time, for any reason and without an early termination fee. Verde may terminate this Agreement on at least 14 calendar days written notice should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. The termination will become effective when the Utility switches Customer's account from Verde to the new supplier selected by Customer, to the Utility or to such other default provider established for Customer's account. Termination will not relieve Customer of any payment obligations for electricity provided to Customer by Verde prior to termination.

4. **Billing:** Customer will continue to receive one monthly electric bill from the Utility. Payment is due to the Utility in accordance with its standard billing practices. Failure to pay electric utility charges may result in Customer being disconnected in accordance with the electric utility tariff. Customer has the right to request from Verde, twice within a twelve month period, up to twenty-four months of Customer's payment history without charge. Verde will support budget billing for the generation portion of the Customer's to the extent that CRES budget billing is supported by the Utility.

5. **Emergency:** For any service question or in the event of an emergency, such as a power failure or a downed power line, Customer should contact:

Duke Energy Corporation:	800-544-6900
Dayton Power and Light Company:	800-433-8500
Ohio power Company:	800-672-2231
Columbus Southern Power Company:	800-672-2231
The Cleveland Electric Illuminating Company:	800-589-3101
Ohio Edison Company:	800-633-4766
The Toledo Edison Company:	800-477-3333

6. **Customer Relocation:** If Customer moves to a new address within Verde's service territory, Customer should contact Verde in order to re-enroll at the new location.

7. **Changes to Agreement:** Verde may change, modify or amend this Agreement at any time (each a "Change"). Each Change will be made by Verde in the manner required by applicable law. Each Change will be posted on Verde's website (www.verdeenergy.com), and Customer will receive individual notice of the Change if required by applicable law. Customer should review the website periodically for applicable Changes. Customer's continued use of Verde's products and services following a Change constitutes Customer's acceptance of this Agreement as so Changed.

EXHIBIT
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OEC
PENGAD 800-631-6989

8. **Assignment:** Customer may not assign this Agreement without Verde's written consent. Verde may assign this Agreement or the revenues or proceeds due it hereunder: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business in the State of Ohio; or (d) to another supplier licensed by the Public Utilities Commission of Ohio. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns. Verde is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for Verde's own collections and credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Ohio Revised Code, or assigning a customer contract to another CRES provider.

9. **Notice:** Subject to Paragraph 7 above, any notice will be considered to have been made if mailed or emailed to the address for Customer in Verde's records.

10. **Disputes**: Customer may contact Verde regarding this Agreement or any dispute related to this Agreement at 1-800-388-3862 Monday – Friday 8 A.M. to 6 P.M. EST. Verde will attempt to resolve the dispute in an efficient, fair and timely manner. Verde will report the results of its investigation to Customer. If your complaint is not resolved after you have called Verde and/or your Utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

11. **Warranty Disclaimer**: VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **LIMITATION OF LIABILITY**: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

13. **Force Majeure**: Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. "Force Majeure" means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or the Utility that materially impair a party's ability to perform.

14. Rebate: In order to redeem the rebate offered to Customer at the time of enrollment, Customer must comply with the terms, conditions and limitations applicable to the offer, which can be found on the enclosed rebate form (if applicable), the rebate form provided at the time of enrollment or on www.verdeenergy.com/energy-rebate. To be eligible, Customer must have enrolled with Verde directly (not any other supplier) and have an active account when the form is processed. Limit one rebate offer per enrollment, and lifetime limit of three rebate offers per account per household. Converting, renewing or switching from one Verde product to another is not considered a new enrollment, and those customers are not eligible for any additional rebates.

15. **Entire Agreement:** This Agreement sets forth the entire agreement between Customer and Verde and supersedes any oral or written statements made in connection with this Agreement. This Agreement is governed by the laws of the State of Ohio.

16. **Governing Law:** Except as provided in Paragraph 17 below, this Agreement is governed by the laws of the State of Ohio, without regard to its choice of law principles.

17. **Agreement For Mandatory Arbitration & Class Action Waiver (the "Arbitration Agreement"):**

Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of Customer's enrollment, purchase, this Agreement, or the relationship between the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between the parties, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Verde at 12140 Wickchester Ln., Suite 100, Houston TX 77079 or (2) to Customer at the

postal address on file with Verde. Both Customer and Verde agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Right to Opt Out of this Arbitration Agreement. Customer may opt out of this Arbitration Agreement within the first 30 days after the earlier of the first time Customer (a) enrolls and begins purchasing services from Verde; or (b) signs up for any further program or service provided by Verde. Customer may also opt out of this Arbitration Agreement within 30 days after Verde notifies Customer regarding a material change to this Arbitration Agreement. Customer may opt out by sending an email to Verde at customercare@verdeenergy.com or by sending a letter to 12140 Wickchester Ln., Suite 100, Houston TX 77079. Customer should include Customer's printed name, mailing address, and the words "Reject Arbitration."

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer rules, as applicable, in effect at the time the claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the county of Customer's residence, as determined by Customer's mailing address on file with Verde. Verde agrees to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agrees to waive any right to recover an award of attorneys' fees and costs against Customer. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the claim, the laws of the State of Ohio, without regard to its choice of law principles, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this Paragraph 17 or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

18. **Privacy:** Verde's Privacy Policy governs the way Verde uses Customer's personal information. To review or obtain the current version of the Privacy Policy, please visit Verde's website at www.verdeenergy.com; email us at privacy@verdeenergyusa.com; or write to us at Privacy Policy Coordinator, Verde Energy USA, Inc., 12140 Wickchester Ln., Suite 100, Houston TX 77079. In general, Verde uses Customer's personal information to allow Verde to provide the products and services that Customer has chosen and to manage and develop Verde's business and operations, including informing Customer of products and services that carefully-selected third parties offer that may be of interest to Customer. Unless Customer contacts Verde and notifies Verde otherwise, by accepting electric service from Verde Customer consents to Verde collecting, retaining, using and disclosing Customer's personal information in accordance with the Privacy Policy.

verdeenergyusa

VERDE ENERGY USA

100% RENEWABLE ENERGY OFFER

- VERDE ENERGY PROVIDES ITS CUSTOMERS WITH 100% RENEWABLE ENERGY BY PURCHASING RENEWABLE ENERGY CERTIFICATES (RECS)
- RECS ARE CREATED WHEN ELECTRICITY IS GENERATED BY RENEWABLE ENERGY RESOURCES. THESE RENEWABLE ENERGY RESOURCES CAN INCLUDE POWER SOURCES SUCH AS SOLAR, WIND, HYDRO, BIOMASS, LANDFILL GAS AND OTHER RENEWABLE POWER SOURCES
- WHEN VERDE ENERGY PURCHASES THESE RECS THE RELATED FUNDS DIRECTLY SUPPORT THE OPERATION AND EXPANSION OF RENEWABLE ENERGY RESOURCES
- VERDE ENERGY COMPLETES A PERIODIC AUDIT TO ENSURE THAT IT PURCHASES ENOUGH RECS TO PROVIDE 100% RENEWABLE ENERGY TO ITS CUSTOMERS UNDER THIS OFFER

verdeenergyusa 1-800-388-3862 www.verdeenergy.com

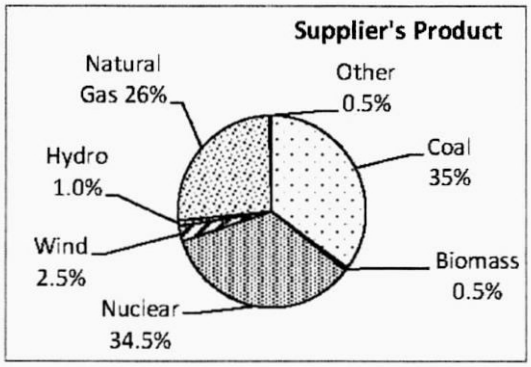
verdeenergyusa

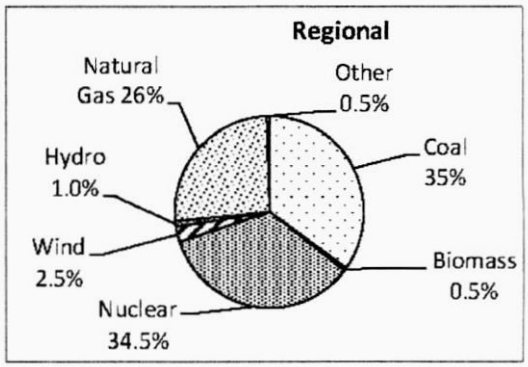
Environmental Disclosure Information

Verde Energy USA Ohio

Projected Data for the 2018 Calendar Year

Generation Resource Mix -
A comparison between the sources of generation used to produce this product and the historic regional average supply mix.





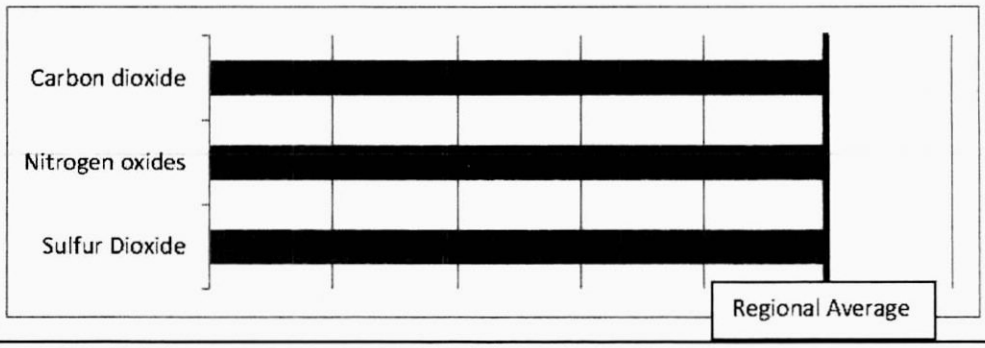
Environmental Characteristics–

A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

Air Emissions –

A comparison between the air emissions related to this product and the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Type:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft^3/1,000 kWh

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact (Company name) at (company web address) or by phone at (company phone #).