From:

PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent:

Wednesday, March 20, 2019 8:09 AM

To:

Indra Energy Compliance

Subject:

PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt._

500t0Fndiv:ref 1



Initial Submission of a Consumer Complaint Provider of Electric Please Respond Within 3 Business Days

CASE ID: 00259764

COMPANY:

CUSTOMER:

ADDRESS: Fairborn, Ohio 45324
SERVICE ADDRESS: Fairborn,

Ohio 45324

AIQ: Palmoo Power OH LLC SERVICE ACCOUNT NUMBER:

NIQ

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good morning,

contacted the PUCO regarding the rate she was charged by your company. She received her most recent bill and it was \$522. She has never had a bill this high before. She contacted your company to cancel in December 2018. Since December she still has been billed by your company and the bills have had a huge increase.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.

A copy of the contract and terms and conditions. A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

 $ref: _00Dt0GzXt, _500t0Fndiv:ref$

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Wednesday, March 27, 2019 3:06 PM

To: William Schaaf

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt._

500t0Fndiv:ref |

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division

Memorandum

CACE	ID.	DODED.	701
CASE	ID:	UUZD9	04

COMPANY:

CUSTOMER:

ADDRESS: Fairborn, Ohio 45324

SERVICE ADDRESS: Fairborn, Ohio 45324

AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

DESCRIPTION OF ISSUE:

The customers signed contract states she would receive her first month at 0.05 then the remaining 12 months at 0.07. When going over the TPV and the billing she was charged 0.054 for the first month then 0.074 till she was cancelled. Would your company be willing to re-rate?

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 Original	Message	

^{***}To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!***

From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/26/2019 9:56 AM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt._500t0Fndiv:ref]

Helio Samantha and the PUCO,

Regarding Case # 00259764,

enrolled her electric account in Palmco's service on 6/19/18, as the result of a door-to-door sale. We've

enrolled her electric account in Palmco's service on 6/19/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 7/25/18.

Electric Plan: 13-Month Two-Phase Fixed Plan, including 5.4 cents for the initial month, followed by 7.4 cents for the remaining 12 months. No ETFs.

In October 2018, Palmco began conducting business under its trade name, Indra Energy. We're attaching a copy of the postcard mailed to the customer informing her of this brand name change.

contacted our Customer Service line on 12/18/18 and requested to cancel her account with Indra. An outbound drop was processed without penalty, and the customer's account stopped receiving our supply on 1/24/19.

This customer was billed according to the fixed rate terms she agreed to at the time of enrollment, and has not been billed by Palmco/Indra since January 2019. Additionally, the customer's complaint mentions that she received a bill for \$522; however, the customer did not receive a bill this high from Palmco/Indra. The customer's last bill with Indra was for the billing period of 12/21/18 - 1/24/19, and the total supply charge for that bill was \$126.47.

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 26, 2019 7:08 AM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt._500t0Fndiv:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information

Regarding the Initial Submission of a Consumer Complaint

CASE ID: 00259764

COMPANY:

CUSTOMER:

ADDRESS:

Fairborn, Ohio 45324

SERVICE ADDRESS: Fairborn, Ohio 45324

AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 3/20/19. Please review the customer's concerns and respond within three business days.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.chio.gov

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]

Sent: 3/20/2019 8:08 AM

To: compliance@indraenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt._500t0Fndiv:ref]

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00259764	
COMPANY:	
CUSTOMER:	
ADDRESS:	Fairborn, Ohio 45324
SERVICE ADDRESS: Ohio 45324	Fairborn,
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NICE	

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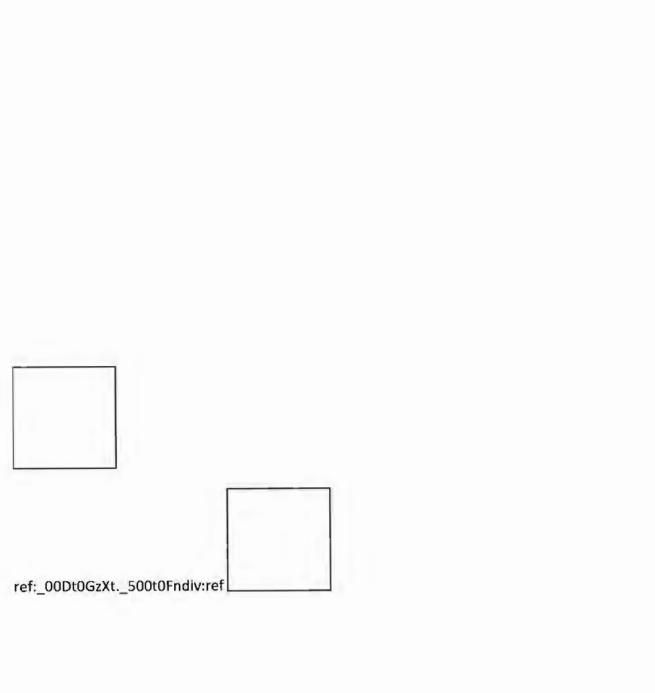
Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov



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From:

William Schaaf

Sent:

Friday, March 29, 2019 11:17 AM

To:

PUCO Consumer Call Center Indra Energy Compliance

Cc: Subject:

RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt._

500t0Fndiv:ref]

Hello Samantha,

We will honor your request here to rerate the customer's account to the rates that were written on the signed agreement. We've included a chart below detailing our calculations for this adjustment, which amounts to \$24.26 for the billing period of 7/25/18 - 1/24/19. We intend to send this adjustment to the customer's utility to be applied to the account.

Begin Date	End Date	Billed Usage	Sup	ply Charge	ReRate To:	ReRate Total	mt Due Istomer
12/21/2018	1/24/2019	1709	\$	126.47	0.07000	119.63	\$ 6.84
11/26/2018	12/21/2018	1160	\$	85.84	0.07000	81.20	\$ 4.64
10/25/2018	11/26/2018	1529	\$	113.15	0.07000	107.03	\$ 6.12
9/24/2018	10/25/2018	724	\$	53.58	0.07000	50.68	\$ 2.90
8/27/2018	9/24/2018	511	\$	37.81	0.07000	35.77	\$ 2.04
7/25/2018	8/27/2018	431	\$	23.27	0.05000	21.55	\$ 1.72
							\$ 24.26

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851,2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Wednesday, March 27, 2019 3:06 PM
To: William Schaaf <wschaaf@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt._500t0Fndiv:ref]

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00259764

COMPANY: CUSTOMER: ADDRESS: Fairborn, Ohio 45324 SERVICE ADDRESS: Fairborn, Ohio 45324 AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER: NIQ:
To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!
DESCRIPTION OF ISSUE: The customers signed contract states she would receive her first month at 0.05 then the remaining 12 months at 0.07. When going over the TPV and the billing she was charged 0.054 for the first month then 0.074 till she was cancelled. Would your company be willing to re-rate?
I would greatly appreciate any additional information you can provide regarding this situation.
Sincerely,
Samantha Boerstler Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov
Hello Samantha and the PUCO,
Regarding Case # 00259764,

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Electric Plan: 13-Month Two-Phase Fixed Plan, including 5.4 cents for the initial month, followed by 7.4 cents for the remaining 12 months. No ETFs.

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This customer was billed according to the fixed rate terms she agreed to at the time of enrollment, and has not been billed by Palmco/Indra since January 2019. Additionally, the customer's complaint mentions that she received a bill for \$522; however, the customer did not receive a bill this high from Palmco/Indra. The customer's last bill with Indra was for the billing period of 12/21/18 - 1/24/19, and the total supply charge for that bill was \$126.47.

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William Schaaf - Asst, Compliance Officer



1515 Market Street, Suite 1200

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www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 26, 2019 7:08 AM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref: 00Dt0GzXt._500t0Fndiv:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information

Regarding the Initial Submission of a Consumer Complaint

CASE ID: 00259764

COMPANY:

CUSTOMER: ADDRESS:

Fairborn, Ohio 45324

SERVICE ADDRESS: Fairborn, Ohio 45324

AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on 3/20/19. Please review the customer's concerns and respond within three business days.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

 Original	Message	

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]

Sent: 3/20/2019 8:08 AM

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Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00259764	
COMPANY:	
CUSTOMER:	
ADDRESS:	Fairborn, Ohio 45324
SERVICE ADDRESS: Ohio 45324	Fairborn,
AIQ: Palmco Power OH LLC	
SERVICE ACCOUNT NUMBER:	
NIC	

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Service Monitoring and Enforcement Department

Customer Service Investigator

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www.PUCO.ohio.gov

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ref	
	ref

From: William Schaaf

Tuesday, March 26, 2019 9:56 AM

To: PUCO Consumer Call Center

Cc: Indra Energy Compliance

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref._00Dt0GzXt._

500t0Fndiv:ref]

Attachments: Agreement.pdf; Electric Confirmation

Package.pdf; Indra Postcard.pdf

Hello Samantha and the PUCO,

Regarding Case # 00259764,

enrolled her electric account in Palmco's service on 6/19/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 7/25/18.

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1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 26, 2019 7:08 AM

To: Indra Energy Compliance <Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt._500t0Fndiv:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Second Request for Information
Regarding the Initial Submission of a Consumer Complaint
CASE ID: 00259764
COMPANY:
CUSTOMER:
ADDRESS: Fairborn, Ohio 45324
SERVICE ADDRESS: Fairborn, Ohio 45324
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
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06(D)(1)(h)(v)***
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Sincerely,
Samantha Boerstler
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov
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Sent: 3/20/2019 8:08 AM
To: compliance@indraenergy.com
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259764 [ref:_00Dt0GzXt500t0Fndiv:ref]
· ·

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00259764
COMPANY:
CUSTOMER:
ADDRESS: Fairborn, Ohio 45324
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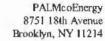
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PALMco Energy OH, LLC / PALMco Power OH, LLC

6751 18" Avenue Brooklyn, NY-1424 Telephone: (877) 726-5862 customics evice Explanacearray con www.palmcoenergy.com

	NATURAL GAS &			AL AGREEMENT (OHIO)	VE18-05.01
Customer Name:		COSTOMERII	NFORMATION	ationship to Account Holder	· A stall
E-mail Address:			- Kei	attorising to Account Holder	Free for
Provide your a-mail address	ss to authorize PAI Men to send	notices and communications	PALMoo does not se	II, provide, or share your #-mail informati	ion with third parties
Service Address:			~	Duin State: OH	
	Different).		City, Call	State: UT	zip code: 1/1/1
Billing Address (If	THE PARTY				Zip Code:
Phone Number:			Mobile	L) Home	
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Account Holder's	lame on Electricity Acc	ount:			
Electricity Utility A	ccount Number			الالالالالالا	
Budget Billing:	□Yes□No		Proc	luct Code: Fixed	
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180		per kWh for the first month	(ollowed by a Fixed I	Rate of \$Q/07 per kWh for the i	remaining) months
Insert Utility Name					
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Introductory Electi	ric Variable Rate:			Per kWh	
Insert	Julity Name	losert Intro	ductory Price	Units	
You will pay the introduc	tory Rate stated above for the	first two billing cycles. Ther	eafter, you will receiv	e a variable rate that may very month- details see the Pricing section in the Y	
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Enrollment Promo	of the latest and the	t you to Dinner!	FISCTRICITY PE	SIDENTIAL AND SMALL COM	MERCIAL
ACKNOW		Carefully and Initial in			Initials
1. The representative	stated that he/she was repre	senting PALMco and was r	not from the Electric	and/or Natural Gas Distribution Comp	any.
The representative and/ or natural gas		enrollment form I was ent	ering into an agreem	ent/contract for PALMco to supply m	y electricit
	explained to me the price for	electricity and/or natural qu	as under this contrac	t.	7.0
For variable rate of until either PALMod	ustomers only: The represen	ntative explained that the co	ontract is for one mo	nth and will continue on a month-to-normation at: https://palmcoenergy.con	
	omers only: The representati			term of months and it will be au	
	explained my right to cancel.		ordance with my real	newal reduce bito retiris and contain	Alis.
7. The representative	left two completed right to ca	ncel notices with me.			
8. The representative	disclosed that no early termin	nation liability fee would ap	ply, if I cancel the co	ntract	
1		CUSTOMER A	UTHORIZATIO	N	
			for the delivery of	electricity and/or natural gas to my pr	remise and will continue
	service calls and emergencies ny utility(ies) will send me a s		ic and/or natural gas	delivery service, and PALMco's supp	ply service.
3. I understand that P	ALMoo does not guarantee s	avings under this Agreeme	nVContract.	TIME ODIOD TO MIDNIGHT OF THE	THE PHONESO DAY
AFTER THE DATE OF	YOU RECEIVE COPIES OF T	HIS AGREEMENT, SEE A	TACHED NOTICE	TIME PRIOR TO MIDNIGHT OF THE OF CANCELLATION FORM FOR AN	EXPLANTION OF THIS
from your utility, to resci	F RESCISSION: Thereafter, ind this Agreement without pa	You, the buyer, have until ying anything. You must co	the saventh day after	or the postmark date on your enrollmescind. Conditions on the reverse side.	ent confirmation notice,
	wer OH, LLC and/or PALMco En		By:	STORY OF THE POTENTIAL STORE.	
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DY: LAKEE	EPRESENTATIVE'S NAME (PR	INT) ID NUMBER	By:		
Ву:	an	The state of the s	Date: [0]	1110	101
0	REPRESENTATIVE'S SIGNA	TURE	MONTH /	DAY / YEAR OH - E	10152866





w: PalmcoEnergy.com e: CustomerService@PalmcoEnergy.com

toll free: 1 (877) 726 5862

6/21/2018

Fairborn, OH 45324

Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your electricity supplier and this package contains a copy of the Terms and Conditions of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to DP&L. You will receive a confirmation notice from DP&L confirming your selection of PALMco as your electricity supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number

Rate Plan: Initial Rate of \$0.05400/kWh for the first month followed by a Fixed Rate of \$0.07400/kWh for the remaining 12 months.

Cancellation Fees: None.

Budget Billing: Activated. Your monthly budget installment amount will be evaluated on a quarterly basis.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards

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OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle. to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohiovariable-rates/ or by calling (877) 726-5862.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

No Early Termination Fee. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

<u>CUSTOMER INFORMATION RELEASE.</u> You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. PALMco Energy will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. PALMco Power will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcaEnergy.com, if you have questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE, ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS **GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS** SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL **ELECTRIC AND/OR NATURAL GAS SUPPLIERS.**

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

<u>ELECTRONIC COMMUNICATION.</u> Unless otherwise required by ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO law, if you provide PALMco with your email address, you agree PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.17-12.19

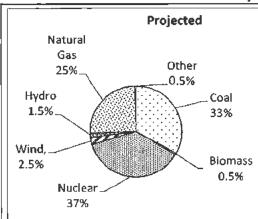
Environmental Disclosure Information – Quarterly Comparisons

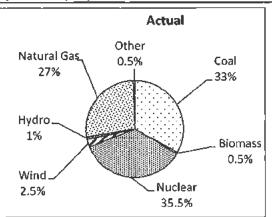
PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

Actual Data for the Period 01/01/17 to 12/31/17

Generation Resource Mix A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.





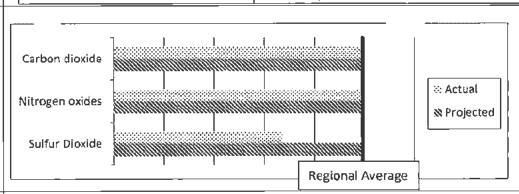
Environmental Characteristics—

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 -

Product-specific projected and actual air emissions for this period compared to 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 PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

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SOMETHING NEW IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



From:

Lee Garry <contactthepuco@puc.state.oh.us>

Sent:

Tuesday, April 02, 2019 11:10 AM

To:

Indra Energy Compliance

Subject:

PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262107 [ref:_00Dt0GzXt._

500t0GITTT:ref 1



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID:	00262107
----------	----------

COMPANY:

CUSTOMER:

ADDRESS: Steubenville, Ohio 43952

SERVICE ADDRESS:

Steubenville, Ohio 43952

AIQ: Palmoo Energy OH LLC
SERVICE ACCOUNT NUMBER:

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

This customer disputes enrolling and states when he called to cancel he was hung up on by the representative.

Please provide all details of enrollment including sales call, TPV, T&Cs, Date and method of enrollment.

Provide contact notes for all contacts with this customer.

Sincerely,

Lee Garry

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GlTTT:ref

From: William Schaaf

Sent: Thursday, April 11, 2019 11:44 AM

To: Lee Garry

Cc: Indra Energy Compliance

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262107 [ref:_00Dt0GzXt._

500t0GITTT:ref]

Attachments: Agreement.pdf; Confirmation Pack-Gas.pdf;

Confirmation Pack-Electric.pdf

Hello Lee and the PUCO,

Regarding Case # 00262107,

enrolled his gas and electric accounts in Indra's service on 10/6/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 10/18/18 and 11/6/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$0.3700 per Ccf, after which the rate would vary month-to-month. No ETFs.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

We have no record of this customer contacting our Customer Service line during the time they received Indra's supply. Upon receiving this complaint, the customer's gas and electric accounts were dropped without penalty, and are scheduled to stop receiving Indra' supply on 4/23/19 and 5/9/19, respectively.

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

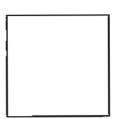
www.IndraEnergy.com

From: Lee Garry <contactthepuco@puc.state.oh.us>

Sent: Tuesday, April 2, 2019 11:10 AM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262107 [ref:_00Dt0GzXt._500t0GITTT:ref]



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00262107 COMPANY: CUSTOMER:	
	Steubenville, Ohio 43952
SERVICE ADDRESS:	Steubenville, Ohio 43952
AIQ: Palmco Energy OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

This customer disputes enrolling and states when he called to cancel he was hung up on by the representative.

Please provide all details of enrollment including sales call, TPV, T&Cs, Date and method of enrollment.

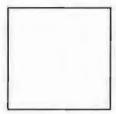
Provide contact notes for all contacts with this customer.

Sincerely,

Lee Garry

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



 $ref: _00Dt0GzXt. _500t0GITTT: ref$



1515 Market Street, Suite 1200 Philadelphia, PA 19102 CustomerCare@indreEnergy.com Website: www.indreEnergy.com Phone: (88) 504-6372

DC	OOR-TO-DOOR FNROLLMENT FORM (OH CUSTOMER INFORMATION	(O) VE18 10.01
Customer Name:		onship to Account Holder: Self
E-mail Address:	HIA	
Provide your e-mail address to authorize ordra to send not	ices and communications. Indra does not sell, provide,	or share your e-mail information with third parties
Service Address:	City: Steube	<u>avile</u> State: <u>BH</u> Zip Code: <u>4345</u> 2
Billing Address (If Different):	City:	State: Zip Code:
Phone Number:		Home
	ACCOUNT INFORMATION	
· ·	22 722 14	
Account Holder's Name on Electricity Account	ount:	
Electricity Utility Account Number:		
Budget Billing:	Produc	t Code: Variable
PLEASE CHOOSE ONF C Two phase Fixed Electric Rate	OF THE 100% RENEWABLE ENERGY PROI	DUCT OFFERINGS BELOW
Insert Utility Name Initial Rete of \$per	kWh for the first month followed by a Fixed Rate of	f \$ per kWh for the remaining months
Standard Fixed Flectric Rate		
Insert Utility Name Fixed Rate of \$pa	r kWh for months	
Introductory Electric Variable Rate		
KEP	5.2	Per kWh
Insert Utility Name You will pay the Introductory Rate stated above for the	Insert Introductory Price first two billing cycles. Thereafter, you will receive a	Units variable rate that may vary month-to-month. This rate does
		alls sea the Pricing section in the Terms and Conditions.
Account Holder's Name on Natural Gas Ac	count:	
Natural Gas Utility Account Number		
Budget Billing: ☐Yes☐No	SE ONE OF THE MATURAL CAN UNION OF	SECURICI ACI DIN
Two Phase Fixed Gas Rate	SE ONE OF THE NATURAL GAS PRICE OF	FERINGS BELOV
Initial Rate of \$ per	ColfMof for the first month followed by a Fixed Rai	te of \$ per Cct/Mcf for the remaining
insert Utility Name months		
Columbia Cas	-35 ·37	Per Ccf / Mcf
Insert Utility Name	Insert Introductory Price	Units
		variable rute that may vary month-to-month. This rete dose details see the Pricing section in the Terms and Conditions.
	ACKNOWLEDGEMENT FORM	
	Carefully and initial in the Appropriate Sp senting Indra and was not from the Electric and/or h	
2. The representative explained that by signing the	enrollment form I was entering into an egreement/o	
or netural gas. 3. The representative explained to me the price for	electricity and/or natural gas under this contract.	
 For variable rate customers only: The representation of the control of the control	itative explained that the contract is for one month r ract. I can access my future variable pricing inform	and will continue on a month-to-month basi nation at: https://indraenergy.com/ohio/ohk
variable-rates. 5. For fixed rate customers only; The representative	re explained to me that the contract is for a total form	of months and it will be automatical
renewed at the end of my fixed rate, to the rate to 6. The representative explained my right to cancel.	hat is then in effect, in accordance with my Renew	at Notice and Terms and Conditions.
7. The representative left two completed right to car	ncel natices with me.	
8. The representative disclosed that no early termin	nation liability fee would apply, if I cancel the contra	ct.
	CUSTOMER AUTHORIZATION	A Company of the Comp
1. I understand my electric and/or natural g	as utility(les) will remain responsible for the	e delivery of electricity and/or natural gas to my
	ny service calls and emergencies. me a single bill covering my electric and/or	natural gas delivery service, and Indra's supply
service. 3. I understand that Indra does not guarante		
AFTER THE DATE OF YOU RECEIVE COPIES OF THE	MAY CANCEL THIS TRANSACTION AT ANY TIME HIS AGREEMENT. SEE ATTACHED NOTICE OF C	E PRIOR TO MIDNIGHT OF THE THIRD SUSINESS DAY CANCELLATION FORM FOR AN EXPLANTION OF THIS
RIGHT. FURTHER RIGHT(S) OF RESCISSION: Thoreafter, \ from your utility to rescind this Accomment utilibut no	You, the buyer, have until the seventh day after the	e postmark dete on your enrollment confirmation notice, and
By signing below, you agree to the terms and condition		
For: INDRA ENERGY (SELLER)	 Ву:	
For: MDRA ENERGY (SELLER)	- Missing M	
BY: JOHN OUT OF NAME INC.	7 (<i>P/13069</i>) By;	. MODERAL STANDALIN
By: Baich & Cle	Date: 10	0/6/18
REPRESENTATIVE'S SIGNATUR	E .	/ MONTH / DAY / YEAR



Indra Energy

1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

10/9/2018



Steubenville, OH 43952

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Columbia Gas**. You will receive a confirmation notice from **Columbia Gas** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number

Rate Plan: Introductory Rate of \$0.37000/Ccf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Please contact Columbia Gas.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit Indra EnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS WITH INDRA WITHOUT PENALTY ENROLLMENT CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING), FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing CustomerCare@IndraEnergy.com. Upon termination provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.indraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-10.01

Environmental Disclosure Information - Quarterly Comparisons

Indra Energy

Projected Data for the 2018 Calendar Year

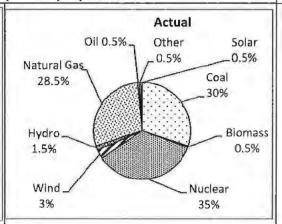
Actual Data for the Period 01/01/18 to 6/30/18

0.5%

Generation Projected Resource Natural Mix -Other Gas A comparison 0.5% 26%. between the sources of Coal Hydro generation 35% 1%_ projected to be used to generate Wind. this product and 2.5% the actual **Biomass**

Nuclear.

34.5%



Environmental Characteristics—

resources used

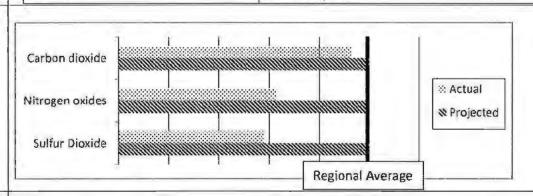
during this period.

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 -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Туре:	Qu	antity:
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft³/1,000 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 Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.



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Steubenville, OH 43952

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **electricity** supplier and this **package** contains a copy of the *Terms* and *Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to AEP. You will receive a confirmation notice from AEP confirming your selection of Indra Energy as your electricity supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number

Rate Plan: Introductory Rate of \$0.05200/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Activated. Your monthly budget installment amount will be evaluated on a quarterly basis.

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

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CustomerCare@IndraEnergy.com. Upon termination provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement. you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

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Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF, NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES, INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-10.01

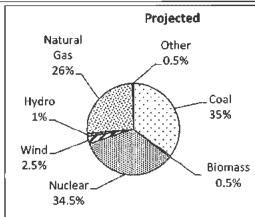
Environmental Disclosure Information – Quarterly Comparisons

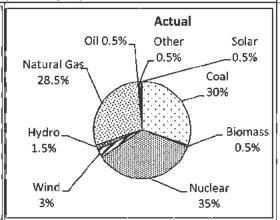
Indra Energy

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 6/30/18

Generation Resource Mix A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.





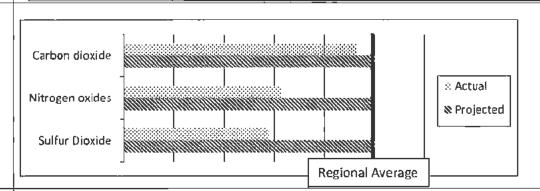
Environmental Characteristics—

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 -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Type:	Qu	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	
Low-Level Radioactive Waste	Unknown	Ft³/1,000 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 Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

Sariah Brinker

From: Darita Patterson <contactthepuco@puc.state.oh.us>

Sent: Monday, April 08, 2019 11:56 AM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00263156 [ref_00Dt0GzXt_

500t0GJCak:ref]



Initial Submission of a Consumer Complaint Provider of Electric Please Respond Within 3 Business Days

CASE ID: 00263156

COMPANY:

CUSTOMER:

ADDRESS:

Doylestown, Ohio 44230

SERVICE ADDRESS:

Doylestown, Ohio 44230

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER:



Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

Please review the customer complaint provided below and respond to the following:

- Please provide sales call, enrollment TPV and the contract terms and conditions.
- -Please process cancellation and provide drop date.
- -Please state the rate the customer has been billed each month since enrolling.
- Please respond with resolution including any credits.

DESCRIPTION OF ISSUE:

The customer is calling to file a complaint regarding Indra Energy. The customer is of the senior community

Indra Energy a few months ago (dates not available), she believed the salesperson, and believed she would save money. The customer received her electric bill from Ohio Edison, which had increased from \$54/mo to \$274/mo.

The customer admits she signed the paperwork, but feels the salesperson misled her. The customer is requesting we investigate the rates she was charged, and is currently paying to Indra.

I informed the customer that we could not make any promises, but we will look into the rates.

The customer is currently paying

Indra - \$0.17311391/kwh

Ohio Edison PTC - \$0.0521/kwh

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GJCak:ref

Sariah Brinker

From:

Keenia Joseph

Sent:

Wednesday, May 01, 2019 1:29 PM

To:

Michael Coady

Cc:

Indra Energy Compliance

Subject:

RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248876 [ref:_00Dt0GzXt._

500t0Egodw:ref]

Hi Michael,

The adjustment was sent to the customers' electric utility on 3/22/19, and was applied to the customers' account. We estimate that the customer will see the adjustment within 1-2 billing cycles.

Keenia Joseph - Director of Compliance



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

www.IndraEnergy.com

From: Michael Coady

Sent: Tuesday, April 16, 2019 8:39 AM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00248876 [ref:_00Dt0GzXt._500t0Egodw:ref]



Sariah Brinker

From: Keenia Joseph

Sent: Tuesday, May 07, 2019 11:10 AM

To: Darita Patterson

Cc: Indra Energy Compliance; Mark Whitt; Becky Glover

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO ~ CASE #: 00263156 [ref_00Dt0GzXt.

500t0GJCak:ref]

Electric charges_PUCO.xlsx; Gas charges_PUCO.xlsx

Hello Darita,

Please find attached the TPV, and related enrollment documents for this account. The account was enrolled via door-to-door sales, therefore, there is no sales call to provide.

Rate Plans

Gas:

Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. On April 8th, 2019 the company submitted the drop request to the utility, with a service end date of April 30, 2019.

Electric:

Introductory Rate of \$0.05100/kWh for the first two billing cycles, and a variable rate thereafter. As a of April 24, 2019 we have a pending drop notify status from the utility, and have not received a confirmed service end date as of yet.

Please find attached the charges for both the gas and electric accounts. There were no ETFs associated with either account when they were cancelled.

Regards,

Keenia Joseph - Director of Compliance



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

www.IndraEnergy.com

From: Darita Patterson <contactthepuco@puc.state.oh.us>

Sent: Monday, April 8, 2019 11:56 AM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00263156 [ref: 00Dt0GzXt. 500t0GJCak:ref]



Initial Submission of a Consumer Complaint Provider of Electric Please Respond Within 3 Business Days

CASE ID: 00263156
COMPANY:
CUSTOMER:
ADDRESS:
Doylestown, Ohio 44230
SERVICE ADDRESS:
Doylestown, Ohio 44230
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
NIC

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

Please review the customer complaint provided below and respond to the following:

- -Please provide sales call, enrollment TPV and the contract terms and conditions.
- -Please process cancellation and provide drop date.
- -Please state the rate the customer has been billed each month since enrolling.
- -Please respond with resolution including any credits.

DESCRIPTION OF ISSUE:

The customer is calling to file a complaint regarding Indra Energy. The customer is of the senior community

lives alone, in a trailer. The customer signed up with Indra Energy a few months ago (dates not available), she believed the salesperson, and believed she would save money. The customer received her electric bill from Ohio Edison, which had increased from \$54/mo to \$274/mo.

The customer admits she signed the paperwork, but feels the salesperson misled her. The customer is requesting we investigate the rates she was charged, and is currently paying to Indra.

I informed the customer that we could not make any promises, but we will look into the rates.

The customer is currently paying

Indra - \$0.17311391/kwh

Ohio Edison PTC - \$0.0521/kwh

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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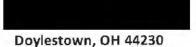


Indra Energy

1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

12/5/2018



Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Numbers

Rate Plan: Introductory Rate of \$2.80000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

Renewable Energy Product Information: One hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; (c) emailing or

CustomerCare@IndraEnergy.com. Upon termination provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such. If you select a natural gas renewable energy product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears

and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF, NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-12.01

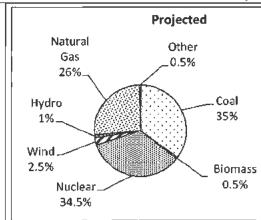
Environmental Disclosure Information – Quarterly Comparisons

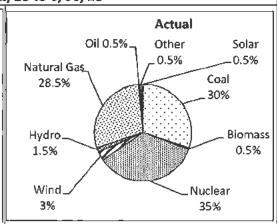
Indra Energy

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 6/30/18

Generation Resource Mix A comparison between the sources of generation projected to be used to generate this product and the actual resources used





Environmental Characteristics-

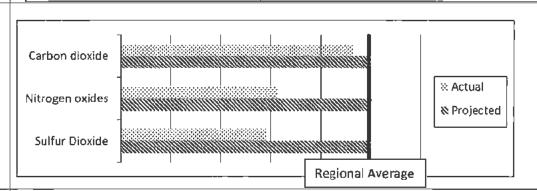
during this period.

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 --

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Туре:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft³/1,000 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 Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

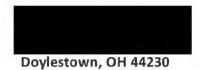


Indra Energy

1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

12/5/2018



Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Ohio Edison**. You will receive a confirmation notice from **Ohio Edison** confirming your selection of Indra Energy as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per **Ohio** state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number:

Rate Plan: Introductory Rate of \$0.05100/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Available upon request.

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndroEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). **LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

CustomerCare@IndraEnergy.com. Upon termination provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. information is updated This periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such. If you select a natural gas renewable energy product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears

and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

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SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

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over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-12.01

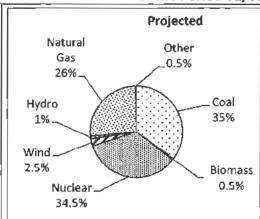
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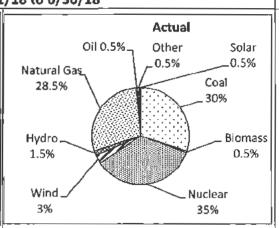
Environmental Disclosure Information – Quarterly Comparisons Indra Energy

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 6/30/18

Generation Resource Mix A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.





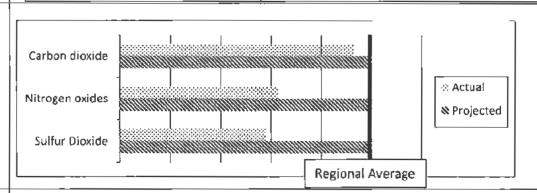
Environmental Characteristics-

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 -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Туре:	Quantity:	
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh
Low-Level Radioactive Waste	Unknown	Ft³/1,000 k <u>W</u> h

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

Begin Read Date	End Read Date	Туре	Rate Code	Total	Billed Usage	Rate
4/2/2019	4/30/2019	Electric Charge	FEOHOHED_VAR	91.59	546	0.17
3/2/2019	4/1/2019	Electric - Charge	FEOHOHED_VAR	234.05	1352	0.17
1/30/2019	3/1/2019	Electric - Charge	FEOHOHEO_INT12	46.10	904	0.05
1/3/2019	1/29/2019	Electric - Charge	FEOHOHED_INT12	10.30	202	0.05
		•				

SOMETHING NEW IS COMING!



Dear Valued Customer.

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



Sariah Brinker

From: Lee Garry <contactthepuco@puc.state.oh.us>

Sent: Thursday, April 04, 2019 11:41 AM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262492 [ref:_00Dt0GzXt._

500t0GIiOR:ref 1



Initial Submission of a Consumer Complaint Provider of Natural Gas or Electric Supply Please Respond Within 3 Business Days

CASE ID: 00262492

COMPANY:

ADDRESS: Cleveland, Ohio 44135

SERVICE ADDRESS: Cleveland, Ohio 44135

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

***Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per

O.A.C. 4901:1-29-06(D)(6)(b)(v) or O.A.C. 4901:1-21-06(D)(1)(h)(v)***

DESCRIPTION OF ISSUE:

This customer has contacted the PUCO regarding their enrollment with your company.

Please review the account and advise:

- 1. When, how, and by whom the enrollment was completed?
- 2. If the enrollment was for a fixed, variable, or variable with an introductory rate product.
- 3. What was the customer billed per CCF/MCF/kWh for all service periods during which the customer was enrolled?
- 4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

- Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility.
- 6. Are there any early termination fees associated with this enrollment? If so, will the fees be waived and if not, why?

Please also provide copies of all enrollment materials to include (as applicable):

- The sales script and/or sales call used to market this customer.
- 2. The signed agreement for service.
- 3. The Terms and Conditions of Service.
- The signed Acknowledgement form.
- 5. The Welcome Letter mailed to the customer.
- 6. The Third Party Verification recording for this enrollment.
- 7. The contract expiration notices mailed to the customer.

Sincerely,

Lee Garry

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref: 00Dt0GzXt. 500t0GliOR:ref

Orpheus Craigue

From: PUCO Consumer Call Center < contactthepuco@puc.state.oh.us>

Sent: Thursday, March 7, 2019 3:06 PM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256900 [ref:_00Dt0GzXt._500t0FN6Mb:ref]



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00256900

COMPANY:

CUSTOMER:

ADDRESS: SERVICE ADDRESS:

Canton, Ohio 44706

Canton, Ohio

44706

AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer called and stated that she signed up with Indra on 11/17/18 for a 3 months contract for \$2.80/mcf. She is saying that her rate before that was \$4.64/mcf. Indra took over her account in Dec 2018, it was supposed to be from Jan-March, but she received her Feb bill and they are charging her a rate of \$17.364/mcf. Her gas bill is \$207.68 for 9.24mcfs used.

PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0FN6Mb:ref

William Schaaf

From: William Schaaf

Sent: Wednesday, March 13, 2019 5:42 PM

To: PUCO Consumer Call Center
Cc: Indra Energy Compliance

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256900 [ref:_00Dt0GzXt._

500t0FN6Mb:ref

Attachments: Agreement.pd onfirmation Pack-Gas.pdf

Confirmation Pack-Electric.pdf

Hello Kelly and the PUCO,

Regarding Case # 00256900,

enrolled her gas and electric accounts in Indra's service on 11/17/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Indra began servicing the customer's gas and electric accounts on 11/27/18 and 12/3/18, respectively.

Gas Pian: Variable. This included a two-month introductory rate of \$2.80 per Mcf, after which the rate would vary month-to-month.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month.

On 3/5/19, contacted our Customer Service line and requested to cancel her service with Indra. Outbound drop transactions were processed, and no termination fees were issued for cancellation. The customer's gas and electric accounts are scheduled to stop receiving Indra's supply on 4/2/19 and 4/14/19, respectively.

Due to the customer's concerns with her gas bill, in order to provide the customer with the effect of an expedited return to her gas utility's standard service, we are willing to rerate the customer's most recent gas bill to the rate we have on file for her gas utility, and will also adjust the customer's final gas bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment. This will ultimately provide the customer with the effect of having received Indra's introductory gas rate for her first two billing cycles, and then having returned to her gas utility's standard service.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/29/2019	2/27/2019	94	\$173.83	\$0.3020	\$28.39	\$1.85	\$30.23	\$143.60

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102

P: 888.504.6372 **F**: '718.851.2427

www.lndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco Sent: Tuesday, March 12, 2019 3:38 PM Fo: Indra Energy Compliance <compliance@indraenergy.co Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CAS</compliance@indraenergy.co 	om>
Second Submission of	f a Consumer Complaint
Marketer o	f Natural Gas
Please Respond W	ithin 3 Business Days
CASE ID: 00256900	
COMPANY:	
CUSTOMER:	
ADDRESS:	Canton, Ohio 44706
SERVICE ADDRESS: 44706	Canton, Ohio
AIQ: Palmco Energy OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer called and stated that she signed up with Indra on 11/17/18 for a 3 months contract for \$2.80/mcf. She is saying that her rate before that was \$4.64/mcf. Indra took over her account in Dec 2018, it was supposed to be from Jan-March, but she received her Feb bill and they are charging her a rate of \$17.364/mcf. Her gas bill is \$207.68 for 9.24mcfs used.

PUCO Question(s):

How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy of the contract, call script, recorded call with the customer and marketer and TPV.

Sincerely,

Kelly Mabra

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

	This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.
<u> </u>	
ref:_00Dt0Gz	:Xt500t0FN6Mb:ref

From:

Mariner Taft <contactthepuco@puc.state.oh.us>

Sent:

Tuesday, March 19, 2019 12:43 PM

To:

Indra Energy Compliance

Subject:

PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259600 [ref:_00Dt0GzXt._

500t0FnaBB:ref 1



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00259600

COMPANY:

CUSTOMER:

ADDRESS: Cleveland, Ohio 44109

SERVICE ADDRESS:

Cleveland, Ohio 44109

AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer states being on ssi and receiving \$600 per month gas bills. Also, the customer reports the company charging \$17.43 per mcf for gas supply. The customer believes is being charged more than what contracted for.

Please provide a copy of the sales call, tpv and welcome letter with terms and conditions of the contract. What rate is the customer being charged? Is it fixed rate or variable rate? Is the customer active at this point? What was the original rate? Work to rerate the custoemr to their original rate.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0FnaBB:ref

From: William Schaaf

Sent: Monday, March 25, 2019 5:03 PM

To: Mariner Taft

Cc: Indra Energy Compliance

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259600 [ref:_00Dt0GzXt._

500t0FnaBB:ref]

Attachments: Agreement.pdf; Gas Confirmation Package.pdf; Indra

Postcard.pdf

Hello Mariner and the PUCO,

Regarding Case # 00259600,

This customer's gas account was enrolled in Palmco's variable rate plan on 8/10/18, as the result of a door-to-door sale. The enrollment was completed by who indicated she was authorized to enroll the account. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation package sent to the customer detailing the terms and conditions. Palmco began servicing the customer's account on 9/10/18.

Gas Plan: Variable. This included a two-month introductory rate of \$2.60 per Mcf, after which the rate would vary month-to-month. No ETFs.

In October 2018, Palmco began conducting business under its trade name, Indra Energy. We're attaching a copy of the postcard mailed to the customer informing them of this brand name change.

On 3/18/19, contacted our Customer Service line and requested to cancel his service with Indra. A drop transaction was processed, and the customer's utility established an estimated service end date of 4/13/19.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard service, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility (\$2.925 per Mcf), and will also adjust the customer's final bill, once it is rendered. The rerate of the most recent bill results in an adjustment of \$499.59 for the billing cycle of 2/11/19 - 3/12/19, which will be sent to the customer's utility in order to be applied to the account. We attempted to follow up with the customer on 3/25/19 to inform him of this adjustment, but were unable to reach him.

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

www.IndraEnergy.com

From: Mariner Taft <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 19, 2019 12:43 PM

To: Indra Ene	rgy Complia	nce < Complian	ce@indraene	ergy.com>			
Subject: PUBL	IC UTILITIES	COMMISSION	OF OHIO - C	ASE #: 002596	00 [ref:_00Dt00	GzXt500t0FnaBB:ref]	
						- 11, -1, -1, -1, -1, -1, -1, -1, -1, -1	

Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00259600

COMPANY: CUSTOMER:

ADDRESS: Cleveland, Ohio 44109

SERVICE ADDRESS: Cleveland, Ohio 44109

AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

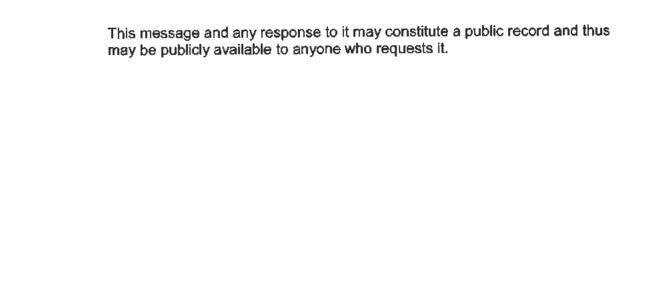
The customer states being on ssi and receiving \$600 per month gas bills. Also, the customer reports the company charging \$17.43 per mcf for gas supply. The customer believes is being charged more than what contracted for.

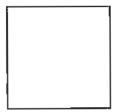
Please provide a copy of the sales call, tpv and welcome letter with terms and conditions of the contract. What rate is the customer being charged? Is it fixed rate or variable rate? Is the customer active at this point? What was the original rate? Work to rerate the custoemr to their original rate.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov





ref:_00Dt0GzXt._500t0FnaBB:ref



PALMco Energy OH, LLC / PALMco Power OH, LLC

8751 18th Avenue Brooklyn, NY 11214 Telephone: (877) 726-5862 customerservice@palmcoenergy.com www.palmcoenergy.com

8/10/18 OHF, 99995404

NATU	IRAL GAS & ELECTR	IC POWER SUPPLY RESIDENT	IAL AGREEMENT (OHIO)	VE18-05.01
		CLISTOMER INFORMATION	Cut II v I v I v I v I v I v I v I v I v I	14
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E-mail Address:	DAVANCE In cond and lines in	N/A	sell, provide, or here your e-mail informs	tion with third narties
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Service Address:				
Billing Address (IF Diff			State:	Zip Code:
Phone Number:			☐ Home	
Maria Maria	077	ACCOUNT INFORMATION		
Third Party Verification # (TP		104212		
Account Holder's Name on El	ectricity Account:			
Electricity Utility Account Nu	mber:			
Budget Billing: ☐Yes☐No		Pro	oduct Code:	
Please Choose ONE Of The El		gs Below:		
Two phase Fixed Electric Rate	2:			
Initial Rati	e of \$ per kWl	h for the first month followed by a Fixed	d Rate of \$ par kWh for the	remaining months
Insert Utility Name				
Standard Fixed Electric Rate:				
Fixed Ral	of\$perkW	h for months		
Insert Utility Name Introductory Electric Variable	Pater			- 17
introductory Electric Variable	rate:		Per kWh	
insert Utility Name		Insert Introductory Price	Units	
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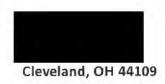


PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

w: PalmcoEnergy.com e: CustomerService@PalmcoEnergy.com

toll free: 1 (877) 726 5862

8/13/2018



Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Dominion East Ohio**. You will receive a confirmation notice from **Dominion East Ohio** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number

Rate Plan: Introductory Rate of \$2.60000/Mcf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at *CustomerService@palmcoenergy.com*.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards

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OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

certain transmission, capacity, ancillary, administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement, PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohiovariable-rates/ or by calling (877) 726-5862.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

<u>No Early Termination Fee.</u> If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate ar other terms and canditions.

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. PALMco Energy will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. PALMco Power will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if you have questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco 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) from 8 a.m. to 5 p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (QCC) represents residential utility customers in matters before the PUCO. The QCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY. IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL **ELECTRIC AND/OR NATURAL GAS SUPPLIERS.**

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

<u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMoo assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement, PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may self, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

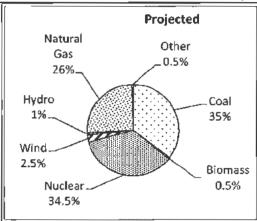
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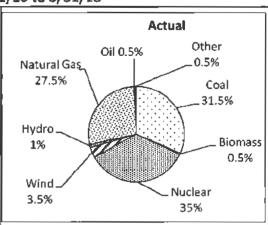
Environmental Disclosure Information – Quarterly Comparisons PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 3/31/18

Generation Resource Mix A comparison between the sources of generation projected to be used to generate this product and the actual resources used





Environmental Characteristics—

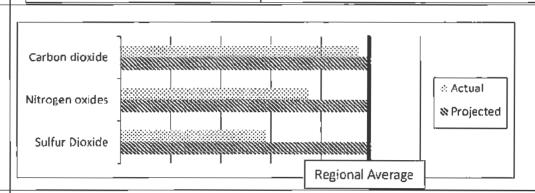
during this period.

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 -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Туре:	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 PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

•		,

SOMETHING NEW IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



From: Mariner Taft <contactthepuco@puc.state.oh.us>

Sent: Wednesday, March 27, 2019 9:39 AM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259600 [ref:_00Dt0GzXt._

500t0FnaBB:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00259600

COMPANY:

CUSTOMER:

ADDRESS: Cleveland, Ohio 44109

SERVICE ADDRESS: Cleveland, Ohio 44109

AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please check on some further issues. When did Indra start flowing the customer's service at the introductory rate of \$2.60/mcf? When did the variable rate start being charged to the customer? Why is Dominion's sco rate of \$2.96/mcf being used for the adjustment and not Indra's lower \$2.60/mcf rate? Please advise.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

Thi ma	s message and any response to it may constitute a public record and thus y be publicly available to anyone who requests it.
ref:_00Dt0GzXt	500t0FnaBB:ref

From:

Mariner Taft <contactthepuco@puc.state.oh.us>

Sent:

Friday, March 29, 2019 4:15 PM

To:

Indra Energy Compliance

Subject:

PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259600 [ref:_00Dt0GzXt._

500t0FnaBB:ref 1



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00259600

COMPANY:

CUSTOMER:

ADDRESS: Cleveland, Ohio 44109

SERVICE ADDRESS:

Cleveland, Ohio 44109

AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Please check some further issues. While reviewing the most recent reply, it occurs the customer was billed at the variable rate for 11/12/18, 12/18-1/19, 1-2/19 and 2-3/19. The company offers only to rerate the variable rate for the last month and the final bill. Please rerate the customer to the ldc's sco rate for all months the customer was billed at the variable rate.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

 $ref: _00Dt0GzXt. _500t0FnaBB:ref$

From: William Schaaf

Sent: Tuesday, April 02, 2019 10:56 AM

To: Mariner Taft

Cc: Indra Energy Compliance

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259600 [ref:_00Dt0GzXt._

500t0FnaBB:ref]

Hello Mariner,

We are honoring your request here to rerate all of the customer's variable bills. The customer's gas account was billed at the introductory rate of \$2.60 per Mcf for the first three bills (9/10/18) thru 12/11/18, and began being billed a variable rate on the fourth bill (12/11/18 - 1/11/19). We've included a chart below detailing the rerate for the customer's variable bills, which amounts to a total adjustment of 823.04 for the billing period of 12/11/18 thru 3/12/19. This will be sent to the customer's gas utility to be applied to the account.

Begin Read Date	End Read Date	Billed Rate (Ccf)	Supply Charge (with tax)	ReRate To:	Amt Due Customer
2/11/2019	3/12/2019	1.7364	648.85	0.2925	499.59
1/11/2019	2/11/2019	0.7981	355.13	0.3020	220.75
12/11/2018	1/11/2019	0.8320	241.71	0.4785	102.70

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102

P: 888,504,6372 F: 718,851,2427

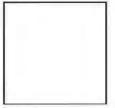
www.IndraEnergy.com

From:	Mariner I	Taft con	stactthen	uco@puc	.state.oh.us>
FIUIII.	Marillet 1	dit NCOI	Hattileb	ucoiwbuc	atate.un.us/

Sent: Friday, March 29, 2019 4:15 PM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259600 [ref:_00Dt0GzXt._500t0FnaBB:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00259600	
COMPANY:	
CUSTOMER:	
ADDRESS:	Cleveland, Ohio 44109
SERVICE ADDRESS:	Cleveland, Ohio 44109
AIQ: Palmco Energy OH LLC	
SERVICE ACCOUNT NUMBER:	
NIQ:	

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

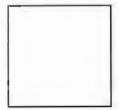
Please check some further issues. While reviewing the most recent reply, it occurs the customer was billed at the variable rate for 11/12/18, 12/18-1/19, 1-2/19 and 2-3/19. The company offers only to rerate the variable rate for the last month and the final bill. Please rerate the customer to the ldc's sco rate for all months the customer was billed at the variable rate.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

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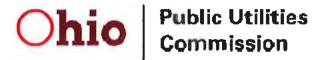
From: PUCO Consumer Call Center < contactthepuco@puc.state.oh.us>

Sent: Monday, April 01, 2019 3:38 PM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._

500t0GIS90:ref 1



Initial Submission of a Consumer Complaint Provider of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00262038

COMPANY:

ADDRESS: Greenfie

ADDRESS: Greenfield, Ohio 45123

SERVICE ADDRESS: Greenfield, Ohio 45123

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

contacted the PUCO due to the rate your company has been charging him. He stated when he agreed to enrolling your company it was for a fixed rate for 12 months. His rate has not been fixed since charged by your company.

Please provide the following:

If a sales call, the recording.

If a door to door sale, a signed contract.

A copy of the TPV.

A copy of the contract and terms and conditions.

A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GIS90:ref

William Schaaf From: Friday, April 05, 2019 4:52 PM Sent: PUCO Consumer Call Center To: Cc: Indra Energy Compliance RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._ Subject: 500t0GIS90:ref] FPV.mp3; Sales Call.mp3; Confirmation Pack-Gas.pdf; Attachments: Confirmation Pack-Electric.pdf; Indra Postcard.pdf; Confirmation Pack-Gas-Fixed Plan.pdf, Confirmation Pack-Electric.pdf Hello Samantha and the PUCO, Regarding Case # 00262038, enrolled his gas and electric accounts in Palmco's variable rate plans on 9/7/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/25/18 and 10/19/18, respectively. Gas Plan: Variable. This included a two-month introductory rate of \$0.3500 per Ccf, after which the rate would vary month-to-month. No ETFs. Electric Plan: Variable. This included a two-month introductory rate of \$0.0530 per kWh, after which rate would vary month-to-month. No ETFs. These accounts were not enrolled in a fixed rate plan, but rather a variable product, and as a result renewal letters was not required to be provided to the customer. On 2/2/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. The customer's electric account stopped receiving our supply on 2/18/19. On 3/4/19, contacted our Customer Service line and verified a switch to a new fixed rate plan for his gas account. We've attached the confirmation package mailed to the customer confirming the switch, which was in a 100%-Green 12-Month fixed plan, with a rate of \$0.72940 per Ccf for 12 months; this plan also does not carry any ETFs. We later received an inbound drop transaction for the customer's gas account on 3/27/19, which was processed without penalty. The customer's gas account is now scheduled to stop receiving our supply on 5/1/19. The customer's variable rate plan included a two-month introductory period, after which rates would vary month-tomonth. The customer confirmed his acceptance of these terms, and was billed according to those terms by Indra. With that said, if we can help in resolving the customer's concerns here, please feel free to reach out.

William Schaaf - Asst. Compliance Officer

Thank you.



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Friday, April 5, 2019 9:09 AM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref: 00Dt0GzXt. 500t0GIS90:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information Regarding the Initial Submission of a Consumer Complaint Please Respond Within 3 Days

CASE ID: 00262038

COMPANY:

CUSTOMER:

ADDRESS:

Greenfield, Ohio 45123

Greenield, Onlo 45125

SERVICE ADDRESS: Greenfield, Ohio 45123

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on April 1. Please review the customer's concerns and respond within three business days.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

	Original	Message	
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Sent: 4/1/2019 3:38 PM
To: compliance@indraenergy.com Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt500t0GIS90:ref]
Subject, Poblic Officines Colvininssion of Offic Acade #. 60202030 [Tell_000t0d2xtl_500t0d1350.fell]
Initial Submission of a Consumer Complaint
Provider of Natural Gas
Please Respond Within 3 Business Days
CASE ID: 00262038
COMPANY:
CUSTOMER: CONTROL CONT
ADDRESS: Greenfield, Ohio 45123
SERVICE ADDRESS: Greenfield, Ohio 45123
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER:
NIQ:
Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]

DESCRIPTION OF ISSUE:

Good afternoon,

contacted the PUCO due to the rate your company has been charging him. He stated when he agreed to enrolling your company it was for a fixed rate for 12 months. His rate has not been fixed since charged by your company.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

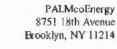
(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref: 00Dt0GzXt	_500t0GIS90:ref	







w: PalmcoEnergy.com e: CustomerService@PalmcoEnergy.com toll free: 1 (877) 726 5862

9/10/2018



Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Vectren**. You will receive a confirmation notice from **Vectren** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number

Rate Plan: Introductory Rate of \$0.35000/Ccf for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Please contact Vectren.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards



OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement, You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

certain transmission, capacity, ancillary, administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement, PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohiovariable-rates/ or by calling (877) 726-5862.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

<u>No Early Termination Fee.</u> If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMoo will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMoo in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. PALMoo can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. PALMco Energy will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. PALMco Power will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if you have questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION, INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL **ELECTRIC AND/OR NATURAL GAS SUPPLIERS.**

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

<u>ELECTRONIC COMMUNICATION.</u> Unless otherwise required by ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO law, if you provide PALMco with your email address, you agree PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement, PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

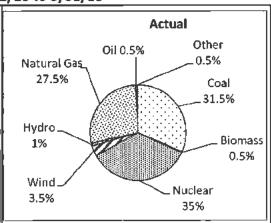
V.E.17-12.19

Environmental Disclosure Information – Quarterly Comparisons PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 3/31/18

Generation **Projected** Resource Natural Mix -Other Gas A comparison 0.5% 26%_ between the sources of Hydro Coal generation 1%. 35% projected to be used to generate Wind. this product and 2.5% the actual Biomass resources used Nuclear. 0.5% during this period. 34.5%



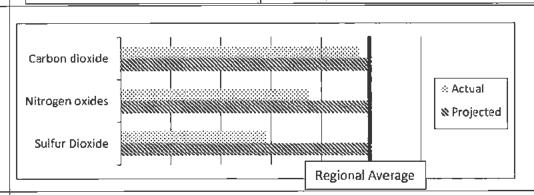
Environmental Characteristics—

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 -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste -

Radioactive waste associated with the product.

Type:	Quantity:		
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWn	
Low-Level Radioactive Waste	Unknown	Ft³/1,000 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 PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

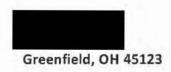


PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

w: PalmcoEnergy.com e: CustomerService@PalmcoEnergy.com

toll free: 1 (877) 726 5862

9/10/2018



Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your electricity supplier and this package contains a copy of the Terms and Conditions of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to DP&L. You will receive a confirmation notice from DP&L confirming your selection of PALMco as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number

Rate Plan: Introductory Rate of \$0.05300/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Available upon request.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards



OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

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RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. PALMco Energy will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. PALMco Power will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if vou have questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY. IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR **RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS** AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL **ELECTRIC AND/OR NATURAL GAS SUPPLIERS.**

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

<u>APPLICABLE LAWS, ETC.</u> This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

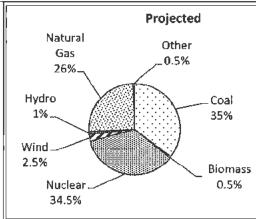
V.E.17-12.19

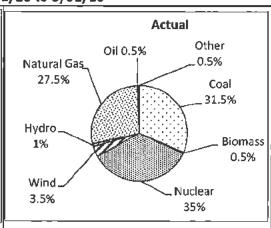
Environmental Disclosure Information – Quarterly Comparisons PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 3/31/18

Generation Resource Mix A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.





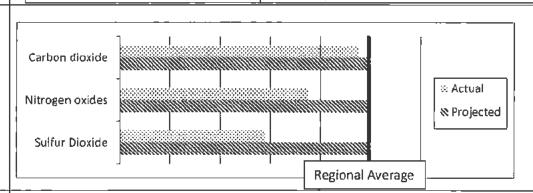
Environmental Characteristics-

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 -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Туре:	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 PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

SOMETHING NEW IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy





Indra Energy

1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

3/5/2019



Greenfield, OH 45123

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to **Vectren**. You will receive a confirmation notice from **Vectren** confirming your selection of Indra Energy as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Number

Rate Plan: Fixed Rate of \$0.72940/Ccf for 12 months.

Cancellation Fees: None.

Budget Billing: Please contact Vectren.

Renewable Energy Product Information: One hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA, FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH INDRA WITHOUT PENALTY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING), FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). **LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, emailing Philadelphia, PA 19102; or (c)

CustomerCare@IndraEnergy.com. Upon termination provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

Electric Variable Price (when applicable): You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at This www.IndraEnergy.com. information updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such. If you select a natural gas renewable energy product, one hundred percent (100%) of your natural gas usage will be matched with carbon offsets.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears

and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

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DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.18-12.01

GREEN PRODUCT DISCLOSURE LABEL **INDRA ENERGY** PROJECTED DATA FOR THE 2019 CALENDAR YEAR Generation Regional Supplier's Product Resource Solar Natural 0.5% Mix -Other Gas Wind A comparison 0.5% 28.5%_ 100.0% Coal between the sources of 31% Hydro generation 1.0% used to **Biomass** produce this 0.5% Wind. product and the 2.5% Nuclear historic regional 35.5% average supply mix. Environmental **Biomass Power** Air Emissions and Solid Waste Characteristics-Coal Power Air Emissions and Solid Waste Hydro Power Wildlife Impacts A description of Natural Gas Power Air Emissions and Solid Waste the Nuclear Power Radioactive Waste characteristics Oil Power Air Emissions and Solid Waste associated with Other Sources Unknown Impacts each possible No Significant Impacts Solar Power generation **Unknown Purchased Resources** Unknown Impacts resource. Wind Power Wildlife Impacts Air Emissions -A comparison Carbon dioxide between the air emissions related to this Nitrogen oxides product and the regional average air Sulfur Dioxide emissions. Regional Average Radioactive Waste -Type: Quantity: Lbs./1,000 kWh High-Level Radioactive Waste Radioactive Ft³/1,000 kWh Low-Level Radioactive Waste waste associated with the product. With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as

costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.



PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

w: PalmcoEnergy.com e: CustomerService@PalmcoEnergy.com toll free: 1 (877) 726 5862

9/10/2018



Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **DP&L**. You will receive a confirmation notice from **DP&L** confirming your selection of PALMco as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number

Rate Plan: Introductory Rate of \$0.05300/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Available upon request.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards



OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage. crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing PALMco at

CustomerService@PalmcoEnergy.com. Upon termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility: (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement, You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your

gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

<u>Electric Variable Price (when applicable)</u>: You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance

costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins. Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle. to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohiovariable-rates/ or by calling (877) 726-5862.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

<u>No Early Termination Fee.</u> If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. PALMco can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for

paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. PALMco Energy will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. PALMco Power will not release your social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Avenue, Brooklyn, NY 11214, or by e-mail at CustomerService@PalmcoEnergy.com, if you have questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY. IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR **RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS** AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL **ELECTRIC AND/OR NATURAL GAS SUPPLIERS.**

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN

ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS, PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement, PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.17-12.19

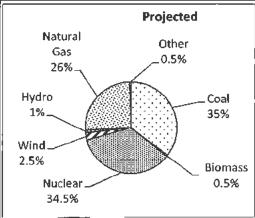
Environmental Disclosure Information – Quarterly Comparisons

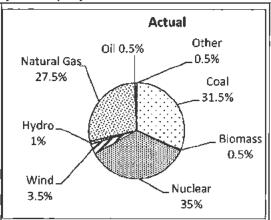
PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 3/31/18

Generation Resource Mix A comparison between the sources of generation projected to be used to generate this product and the actual resources used





Environmental Characteristics-

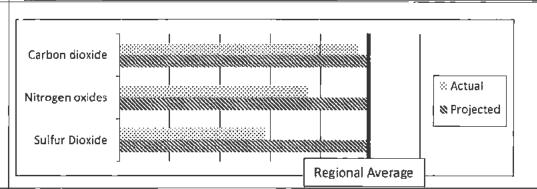
during this period.

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 -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Туре:	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 PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

Sariah Brinker

From:

William Schaaf

Sent:

Thursday, April 18, 2019 8:40 AM

To:

PUCO Consumer Call Center

Cc:

Indra Energy Compliance

Subject:

RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._

500t0GIS90:ref]

Good morning,

We are willing to honor your request to rerate the customer's variable bills. We've included charts below detailing our rerate calculations for the customer's variable gas and electric bills. Also, the customer's upcoming final gas bill(s) should be set to be billed at the agreed upon fixed rate of \$0.72940 per Ccf.

GAS

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/21/2019	3/22/2019	289	\$459.93	\$0.3925	\$113.43	\$8.22	\$121.65	\$338.28
1/24/2019	2/21/2019	350	\$541.05	\$0.4027	\$140.93	\$10.22	\$151.14	\$389.91
12/21/2018	1/24/2019	372	\$316.63	\$0.4767	\$177.33	\$12.85	\$190.18	\$126.45
								\$854.63

FLECTRIC

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/18/2019	2/18/2019	402	\$84.57	\$0.0563	\$22.63	\$61.94
12/17/2018	1/18/2019	429	\$94.32	\$0.0563	\$24.15	\$70.17
						\$132.10

William Schaaf - Asst. Compliance Officer



15 15 Market Street, Suite 1200 Philadelphia, PA 19102

P: 888.504.6372 **F**: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Wednesday, April 17, 2019 7:59 AM

To: William Schaaf <wschaaf@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._500t0GIS90:ref]

PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint Please Respond Within 3 Days

CASE ID: 00262038
COMPANY:
CUSTOMER:
ADDRESS:
Greenfield, Ohio 45123
SERVICE ADDRESS:
Greenfield, Ohio 45123

AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER:

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

A follow up was sent to you on April 11. Please review the customer's concerns and respond within three business days.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

----- Original Message -----

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]

Sent: 4/11/2019 9:06 AM To: wschaaf@indraenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._500t0GIS90:ref]

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00262038

COMPANY:

CUSTOMER: ADDRESS: Greenfield, Ohio 45123 SERVICE ADDRESS: Greenfield, Ohio 45123 AIQ: Palmco Energy OH LLC SERVICE ACCOUNT NUMBER: NIQ:
To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!
DESCRIPTION OF ISSUE: Would your company be willing to provided the customer with a re-rate while on a variable rate with your company? Also, will the customer received the agreed fixed rate until dropped form your company?
Sincerely,
Samantha Boerstler Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov
Hello Samantha and the PUCO,

enrolled his gas and electric accounts in Palmco's variable rate plans on 9/7/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the

Regarding Case # 00262038,

postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/25/18 and 10/19/18, respectively. Gas Plan: Variable. This included a two-month introductory rate of \$0.3500 per Ccf, after which the rate would vary month-to-month. No ETFs. Electric Plan: Variable. This included a two-month introductory rate of \$0.0530 per kWh, after which rate would vary month-to-month. No ETFs. These accounts were not enrolled in a fixed rate plan, but rather a variable product, and as a result renewal letters was not required to be provided to the customer. On 2/2/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. The customer's electric account stopped receiving our supply on 2/18/19. contacted our Customer Service line and verified a switch to a new fixed rate plan for his On 3/4/19, gas account. We've attached the confirmation package mailed to the customer confirming the switch, which was in a 100%-Green 12-Month fixed plan, with a rate of \$0.72940 per Ccf for 12 months; this plan also does not carry any ETFs. We later received an inbound drop transaction for the customer's gas account on 3/27/19, which was processed without penalty. The customer's gas account is now scheduled to stop receiving our supply on 5/1/19. The customer's variable rate plan included a two-month introductory period, after which rates would vary month-to-month. The customer confirmed his acceptance of these terms, and was billed according to those terms by Indra. With that said, if we can help in resolving the customer's concerns here, please feel free to reach out.

Thank you.



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Friday, April 5, 2019 9:09 AM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._500t0GIS90:ref]

PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint Please Respond Within 3 Days

CASE ID: 00262038

COMPANY:

CUSTOMER:

ADDRESS:

Greenfield, Ohio 45123

SERVICE ADDRESS:

Greenfield, Ohio 45123

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on April 1. Please review the customer's concerns and respond within three business days.

Sincerely,

^{***}Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)***

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

Original Message	
From: PUCO Consumer Call Co	enter [contactthepuco@puc.state.oh.us]
Sent: 4/1/2019 3:38 PM	
To: compliance@indraenergy	.com
Subject: PUBLIC UTILITIES COI	MMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt500t0GIS90:ref]
1	
1	
[

Initial Submission of a Consumer Complaint

Provider of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00262038	
COMPANY:	
CUSTOMER:	
ADDRESS:	Greenfield, Ohio 45123
SERVICE ADDRESS:	Greenfield, Ohio 45123
AIQ: Palmco Energy OH LI	LC
SERVICE ACCOUNT NUM	BER:
NIQ:	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

contacted the PUCO due to the rate your company has been charging him. He stated when he agreed to enrolling your company it was for a fixed rate for 12 months. His rate has not been fixed since charged by your company.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

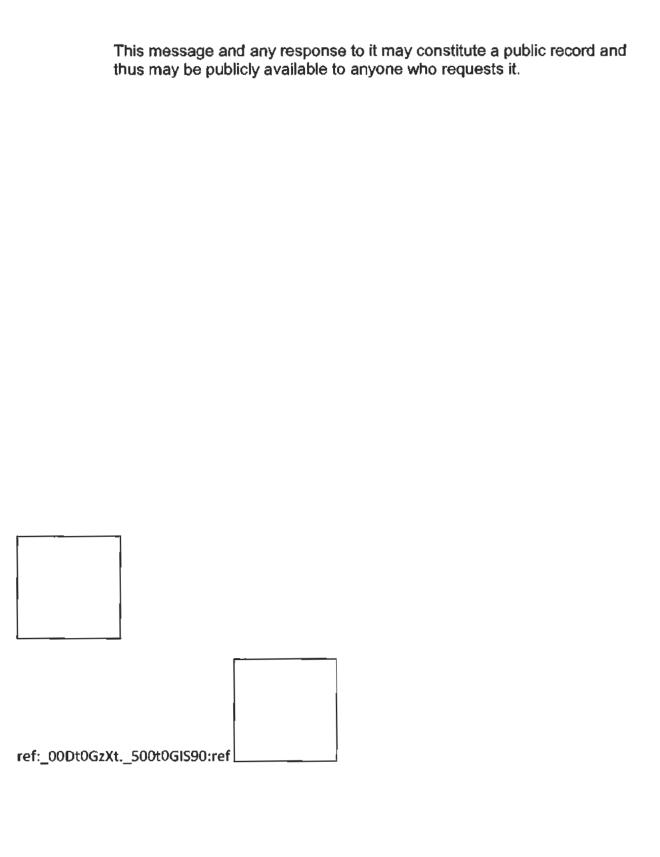
Public Utilities Commission of Ohio

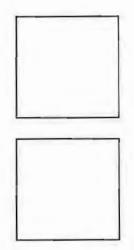
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov





Sariah Brinker

From:

William Schaaf

Sent:

Friday, April 19, 2019 9:46 AM

To: Cc:

PUCO Consumer Call Center Indra Energy Compliance

Subject:

RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._

500t0GIS90:ref]

Good morning,

The adjustments will be sent to the customer's gas and electric utilities to be applied to the accounts. We estimate that the customer will see the adjustments within 1-2 billing cycles.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

F: 718.851.2427

Sent: Friday, April 19, 2019 9:33 AM

To: William Schaaf < wschaaf@indraenergy.com >

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._500t0GIS90:ref]

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division

Memorandum

CASE ID: 00262038

COMPANY:

CUSTOMER:

Greenfield, Ohio 45123 ADDRESS:

SERVICE ADDRESS:

Greenfield, Ohio 45123

AIQ: Palmco Energy OH LLC

NIQ:

SERVICE ACCOUNT NUMBER:

^{***}To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!***

DESCRIPTION OF ISSUE:

Will the re-rate be sent to the customer or the company? How long till the customer sees the re-rate?

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]

Sent: 4/18/2019 8:40 AM

To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._500t0GIS90:ref]

Good morning,

We are willing to honor your request to rerate the customer's variable bills. We've included charts below detailing our rerate calculations for the customer's variable gas and electric bills. Also, the customer's upcoming final gas bill(s) should be set to be billed at the agreed upon fixed rate of \$0.72940 per Ccf.

GAS

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/21/2019	3/22/2019	289	\$459.93	\$0.3925	\$113.43	\$8.22	\$121.65	\$338.28
1/24/2019	2/21/2019	350	\$541.05	\$0.4027	\$140.93	\$10.22	\$151.14	\$389.91
12/21/2018	1/24/2019	372	\$316.63	\$0.4767	\$177.33	\$12.85	\$190.18	\$126.45
								\$854.63

ELECTRIC

Begin Date	End Date		Supply Charge	ReRate To:		Amt Due Customer
1/18/2019	2/18/2019	402	\$84.57	\$0.0563	\$22.63	\$61.94
12/17/2018	1/18/2019	429	\$94.32	\$0.0563	\$24.15	\$70.17
						\$132.10

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851,2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Wednesday, April 17, 2019 7:59 AM

To: William Schaaf <wschaaf@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._500t0GIS90:ref]

PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information Regarding the Initial Submission of a Consumer Complaint Please Respond Within 3 Days

CASE ID: 00262038

COMPANY:

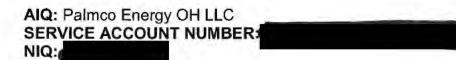
CUSTOMER:

ADDRESS:

Greenfield, Ohio 45123_

SERVICE ADDRESS:

Greenfield, Ohio 45123



Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

A follow up was sent to you on April 11. Please review the customer's concerns and respond within three business days.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

 Original	Message	

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]

Sent: 4/11/2019 9:06 AM
To: wschaaf@indraenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref: 00Dt0GzXt. 500t0GIS90:ref]

PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00262038

COMPANY:

CUSTOMER:

ADDRESS: Greenfield, Ohio 45123

SERVICE ADDRESS: Greenfield, Ohio 45123

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ

^{***}To ensure your response attaches to the appropriate case, please reply to this email without changing the

subject line. Thank you!***

DESCRIPTION OF ISSUE:

Would your company be willing to provided the customer with a re-rate while on a variable rate with your company?

Also, will the customer received the agreed fixed rate until dropped form your company?

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]

Sent: 4/5/2019 4:51 PM

To: contactthepuco@puco.ohio.gov Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._500t0GIS90:ref]

Hello Samantha and the PUCO,

Regarding Case # 00262038,

enrolled his gas and electric accounts in Palmco's variable rate plans on 9/7/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. We've also attached a copy of the postcard mailed to the customer which explained that Palmco would be conducting business under its trade name, Indra Energy, in October 2018. The customer's gas and electric accounts began receiving our supply on 10/25/18 and 10/19/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$0.3500 per Ccf, after which the rate would vary month-to-month. No ETFs.

Electric Plan: Variable. This included a two-month introductory rate of \$0.0530 per kWh, after which rate would vary month-to-month. No ETFs.

These accounts were not enrolled in a fixed rate plan, but rather a variable product, and as a result renewal letters was not required to be provided to the customer.

On 2/2/19, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. The customer's electric account stopped receiving our supply on 2/18/19.

On 3/4/19, contacted our Customer Service line and verified a switch to a new fixed rate plan for his gas account. We've attached the confirmation package mailed to the customer confirming the switch, which was in a 100%-Green 12-Month fixed plan, with a rate of \$0.72940 per Ccf for 12 months; this plan also does not carry any ETFs. We later received an inbound drop transaction for the customer's gas account on 3/27/19, which was processed without penalty. The customer's gas account is now scheduled to stop receiving our supply on 5/1/19.

The customer's variable rate plan included a two-month introductory period, after which rates would vary month-to-month. The customer confirmed his acceptance of these terms, and was billed according to those terms by Indra. With that said, if we can help in resolving the customer's concerns here, please feel free to reach out.

Thank you.

William Schaaf - Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888,504,6372

F: 718.851.2427

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>

Sent: Friday, April 5, 2019 9:09 AM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262038 [ref:_00Dt0GzXt._500t0GIS90:ref]

PUBLIC UTILITIES COMMISSION OF OHIO Second Request for Information Regarding the Initial Submission of a Consumer Complaint Please Respond Within 3 Days

CASE ID: 00262038

COMPANY:

CUSTOMER: ADDRESS:

Greenfield, Ohio 45123

SERVICE ADDRESS: Greenfield, Ohio 45123

AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER:

NIQ:

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on April 1. Please review the customer's concerns and respond within three business days.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

 Original	Message	***************************************

^{***}Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)***

From: PUCO Consumer Call Center [contactthe	puco@puc.state.oh.us]
Sent: 4/1/2019 3:38 PM To: compliance@indraenergy.com	
, – –	IO - CASE #: 00262038 [ref:_00Dt0GzXt500t0GIS90:ref]
Initial Submiss	ion of a Consumer Complaint
Prov	ider of Natural Gas
Please Respo	ond Within 3 Business Days
CASE ID: 00262038	
COMPANY:	
CUSTOMER:	
ADDRESS:	Greenfield, Ohio 45123
SERVICE ADDRESS:	Greenfield, Ohio 45123
AIQ: Palmco Energy OH LLC	
SERVICE ACCOUNT NUMB	ĒR:
NIQ	

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

contacted the PUCO due to the rate your company has been charging him. He stated when he agreed to enrolling your company it was for a fixed rate for 12 months. His rate has not been fixed since charged by your company.

Please provide the following:
If a sales call, the recording.
If a door to door sale, a signed contract.
A copy of the TPV.
A copy of the contract and terms and conditions.
A copy of the renewal letter sent.

I would greatly appreciate any additional information you can provide regarding this situation.

Sincerely,

Samantha Boerstler

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0Gz)	(t500t(OGIS90:r	ef	
]			
]			

Cheryl Smith

From:

Cindi Mack <contactthepuco@puc.state.oh.us>

Sent:

Thursday, May 09, 2019 3:42 PM

To:

Indra Energy Compliance

Subject:

PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00266174 [ref:_00Dt0GzXt._

500t0GL1Id:ref]



PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information
Regarding the Initial Submission of a Consumer Complaint
Please Respond Within 3 Days

CASE ID: 00266174

CUSTOMER:

ADDRESS:

Marion, Ohio 43302

SERVICE ADDRESS:

Marion, Ohio 43302

AIQ: Palmoo Energy OH LLC

SERVICE ACCOUNT NUMBER

NIO:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

An initial complaint was sent to you on April 24. Please review the customer's concerns and respond within three business days.

Good afternoon.

spoke to staff regarding his enrollment and the rate he is being billed.

When and how was his account acquired?

If this was a telephonic enrollment, please forward a copy of the sales call and:

-the TPV

- -all signed enrollment documents
- -the terms and conditions
- -the welcome letter

When did the account begin billing with the company?

Did the customer contact the company about this?

If so, when and what was he advised?

Was the enrollment canceled?

If so, when is the final termination date?

If there is any other information that I should know, it would be greatly appreciated.

Sincerely,

Cindi Mack

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Lead Investigator (800) 686-PUCO (7826)

www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GL1Id:ref

Cheryl Smith

From:

Darita Patterson <contactthepuco@puc.state.oh.us>

Sent:

Monday, May 20, 2019 11:59 AM

To: Subject: Indra Energy Compliance

PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00501864 [ref:_00Dt0GzXt._

500t0lfsdL:ref 1



PUBLIC UTILITIES COMMISSION OF OHIO

Second Request for Information Regarding the Initial Submission of a Consumer Complaint Please Respond Within 3 Days

CASE ID: 00501864

COMPANY:

CUSTOMER:

ADDRESS:

Troy, Ohio 45373

SERVICE ADDRESS:

Troy, Ohio 45373

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Please review the customer email provided below and respond to the following:

- -Please provide customers enrollment TPV and contract terms and conditions.
- -Please provide the start and end date that you provided service and the rate billed each month.
- -Please respond with full resolution including refund amount.
- -Please explain why the company did not bill according to the contract terms.
- -Please explain why the refund was not provided timely.

DESCRIPTION OF ISSUE:

In Sept 2018 I signed a contract with Indra Energy (then called Palmco) for gas & electric service starting in October at 5.4 per kwh for 1st month, not to exceed 8.2 for the following 16 months for the electric portion of the service. I was actually charged 5.3 for Oct & Nov but December was charged .21457 not .82. After numerous conversations with Customer Care,, Anthony Russell, I was told that I would receive a credit for \$50.19 on my DP&L bill. This was January 25,2019, I cancelled my enrollment with Indra right away but I have never received my credit. I have sent e-mails but have received no response.. I have all of my paperwork and would like to file a complaint with PUCO against Indra Energy. Thank you. Sincerely,

Darita Patterson

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0IfsdL:ref

Sariah Brinker

From:

Mariner Taft <contactthepuco@puc.state.oh.us>

Sent:

Monday, April 08, 2019 1:36 PM

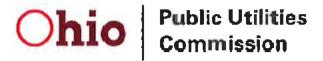
To:

Indra Energy Compliance

Subject:

PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00263052 [ref:_00Dt0GzXt._

500t0GJ12d:ref]



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00263052

COMPANY:

CUSTOMER:

ADDRESS: Toledo, Ohio 43611

SERVICE ADDRESS: Toledo, Ohio 43611

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer asks why the contract her deceased husband entered into was not cancelled when the customer put service in her name after his death June 1, 2018. Also, the customer asks why is charged \$1.74/ccf on the Columbia Gas bill for Indra service. The customer has a disconnect notice through Columbia due April 27, 2019.

When was the contract started by the deceased husband? Provide the sales call, tpv and welcome letter with terms and conditions of the contract for review. What was the introductory rate and what was the variable rate? Work to resolve the customer's concerns about the apparent high variable rate.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GJ12d:ref

Sariah Brinker

From: Keenia Joseph

Sent: Wednesday, May 01, 2019 8:18 PM
To: PUCO Consumer Call Center

Cc: Indra Energy Compliance

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00263052 [ref:_00Dt0GzXt._

500t0GJ12d:ref]

Attachments: Agreement.pdf; PV.MP3; Confirmation Package Electric.pdf;

Confirmation Package Gas.pdf; Indra Postcard.pdf

Hello Mariner,

Customer enrolled in Palmco's gas and electric variable rate plans on 8/22/2017 on behalf of her husband as a result of a Door-to-Door sale. We've attached the agreement, TPV and confirmation packages sent detailing the terms of service.

Gas Plan: Introductory Rate of \$0.41900 for the first three billing cycles, and a variable rate thereafter.

Electric Plan: Introductory Rate of \$0.05980 for the first three billing cycles, and a variable rate thereafter.

Palmco began conducting business under its trade name Indra Energy in October 2018. We're attaching the postcard mailed to customers advising of this change.

Toledo Edison electric account had already been cancelled on 5/16/2018. No ETFs were issued.

On 3/7/2019 contacted our Customer Service line and expressed unhappiness with her bill. Customer was offered a switch from our variable to a fixed rate plan, customer declined and requested account be cancelled. The account was dropped, with no ETF's issued, and Columbia Gas established a service end date of 4/12/2019 for the gas account.

Keenia Joseph - Director of Compliance



1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

www.IndraEnergy.com

From: Mariner Taft [mailto:contactthepuco@puc.state.oh.us]

Sent: Monday, April 8, 2019 1:36 PM

To: Indra Energy Compliance < Compliance@indraenergy.com >

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00263052 [ref: 00Dt0GzXt. 500t0GJ12d:ref]



Initial Submission of a Consumer Complaint Marketer of Natural Gas Please Respond Within 3 Business Days

CASE ID: 00263052	
COMPANY:	
CUSTOMER:	
ADDRESS:	Toledo, Ohio 43611
SERVICE ADDRESS:	Toledo, Ohio 43611
AIQ: Palmco Energy OH LLC	_
SERVICE ACCOUNT NUMBER:	
NIQ:	'

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-29-06(D)(6)(b)(v)

DESCRIPTION OF ISSUE:

The customer asks why the contract her deceased husband entered into was not cancelled when the customer put service in her name after his death June 1, 2018. Also, the customer asks why is charged \$1.74/ccf on the Columbia Gas bill for Indra service. The customer has a disconnect notice through Columbia due April 27, 2019.

When was the contract started by the deceased husband? Provide the sales call, tpv and welcome letter with terms and conditions of the contract for review. What was the introductory rate and what was the variable rate? Work to resolve the customer's concerns about the apparent high variable rate.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

 $ref: _00Dt0GzXt._500t0GJ12d:ref$



PALMco Energy OH, LLC / PALMco Power OH, LLC

8751 18th Avenue Brooklyn, NY 11214 customerservice@paimcoenergy.com www.palmcoenergy.com Phone (877)726-5862

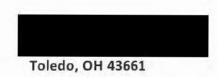
	NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT (OHIO) V.E. 16-11.21
	CUSTOMER INFORMATION
Customer Name:	Relationship to Account Holder:
Buyer's Date of Birt	
E-mail Address:	\(\frac{1}{4}\)
Please provide us with	your e-mail gyour email address will allow you to access your lively promotions and regulines. PALMondoes not sell provide or charge your e-mail information with third parties.
Service Address:	DECO State: OF ZIp Code: TEL
Billing Address (If	City: State: Zip Code:
Phone Number:	Mobile Home
	ACCOUNT INFORMATION
Third Party Verificat	tion # (TPV):
Account Holder's Na	ame on Electricity Account:
Electricity Utility Acco	ount Number: Budget Billing: Yes No
	Per
introductory	Duke Energy kWh DP&L Per kWh AEP kWh (Account Number 10 digits) (Account Number 10 digits) (Customer Number 17 digits)
Electricity Variable	Toledo CG Per Illuminating (Account Number to digits) (Cossomer Number 17 digits)
Rate Supply:	Edison Service Company Per kWh Edison kWh
You will pay the introdu	Customer Number 20 digits) (Customer Number 20 digits)
not include utility trans	portation, delivery, or other charges that your electricity utility may impose. For full details see the Edeline seek in in the Terms and Conditions.
Account Holder's Na	ame on Natural Gas Account:
Natural Gas Utility Acc	count Number: Budget Billing: Yes No
Introductory Natural	Duke Per Per Columbia Per Per Per
Gas Variable Rate	Energy Ccf Dominion MCF Gas Ohlo Ccf Vectren Ccf (Account Number 12 digits) (Account Number 10 digits) (Service Delivery 17 digit) (Account Number 17 digits)
Supply: You will pay the introdu	ctory rate stated above for the first three billing cycles. Thereafter, you will receive a variable rate that may vary month to month. This rate does
not include utility transp	portation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.
Enrollment Promoti	ion: (choose only one) PALMco's Loyalty Credit Let us treat you to Dinner!
ACK	NOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL
1 The representative	Please Read Carefully and Initial in the Appropriate Spaces ye stated that he/she was representing PALMco and was not from the natural gas and/or electricity
distribution comp	pany.
	we explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to all gas and/or electricity.
3. The representative	ve explained to me the price for electricity and/or natural gas under this contract.
	we explained that the contract is for one month and will continue on a month-to-month basis until either
	des to cancel the contract. ve explained my right to cancel.
The state of the s	we left two completed right to cancel notices with me.
	ve disclosed that no early termination liability fee would apply if I cancel the contract.
This is an agreement	t, together with the Terms and Conditions, Confirmation Letter, and any and all Renewal Notices (if applicable
Power OH, LLC ("PA	netween PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco LMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed above (or in
any addendum). You gas and/or electricity	u agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural y required to service each of the accounts listed above (or in any addendum) at a price as described in this Agreement. You
acknowledge as follo	ows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse
of the named custo	mer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C)
your gas and/or elec	irge you a fee to switch to PÁLMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to déliver ctricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's
charges. (E) PALMod	o does not guarantee savings or promise rates lower than your utility. (F) Your incumbent gas and/or electric utility may g fees. (G) There are no cancellation fees under this Agreement.
YOU, THE BUYER, THE DATE OF THIS	MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER STRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
F	Ing below, you agree to the terms and conditions of this Agreeme
FOR: PALMED POW	er OH, LLC and/or PALMco Energy OH, LLC (Seller) By:
ev: Chr	Starber Linschamabi By:
1 -	BEFRESENTATIVE'S NAME (PRINT) ID NUMBER



PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

w: PalmcoEnergy.com e: CustomerService@PalmcoEnergy.com toll free: 1 (877) 726 5862

8/24/2017



Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **electricity** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Toledo Edison**. You will receive a confirmation notice from **Toledo Edison** confirming your selection of PALMco as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number:

Rate Plan: Introductory Rate of \$0.05980 for the first three billing cycles, and a variable rate thereafter.

Cancellation Fees: None

Budget Billing: Available upon request.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards

PACMEO OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMoo sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation

Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing CustomerService@PalmcoEnergy.com. at termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options. Your service will automatically continue under the specified renewal terms unless you contact PALMco to terminate as set forth herein and as stated in the Renewal Notice. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

<u>No Early Termination Fee.</u> If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

FIXED TERM AUTOMATIC RENEWAL. At least forty-five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew on a month to month basis at the rate then in effect in accordance with the terms set forth in the Renewal Notice. PALMco con renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMoo and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains. Customer Information that it considers to be unsatisfactory. PALMco Energy will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. PALMco Power will not release your

social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Brooklyn. NY 11214. or by CustomerService@PalmcoEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco 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) from 8 a.m. to 5 p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 The Ohio Consumers' Counsel (OCC) (Ohio relay service). represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED

THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMco assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utilty's service. This Agreement is the entire understanding between you and PALMoo with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which

either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

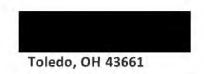
V.E.17-03.27



PALMcoEnergy 8751 18th Avenue Brooklyn, NY 11214

w: PalmcoEnergy.com e: CustomerService@PalmcoEnergy.com toll free: 1 (877) 726 5862

8/24/2017



Thank you for choosing PALMco as your energy supplier!

This letter is confirming your selection of PALMco as your **natural gas** supplier and this package contains a copy of the *Terms and Conditions* of your service with PALMco.

We are currently processing your enrollment

Your enrollment will be sent to **Columbia Gas**. You will receive a confirmation notice from **Columbia Gas** confirming your selection of PALMco as your **natural gas** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, and may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with PALMco:

Your account will begin receiving supply from PALMco within 15 to 45 days from the date of this letter.

Utility Account Number:

Rate Plan: Introductory Rate of \$0.41900 for the first three billing cycles, and a variable rate

thereafter.

Cancellation Fees: None

Budget Billing: Please contact Columbia Gas.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to get your feedback, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 877-726-5862 weekdays 8:00 am to 6:00 pm or email us at CustomerService@palmcoenergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

PS. Learn how to refer friends for discounts! Visit palmcoenergy.com/rewards

PAZMCO OHIO TERMS AND CONDITIONS

INTRODUCTION: This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between PALMco Energy OH, LLC ("PALMco Energy" or "PALMco") and you for natural gas supply service and/or PALMco Power OH, LLC ("PALMco Power or "PALMco") and you for electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to PALMco and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any PALMco sales representative with whom you have spoken represents PALMco and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) PALMco will not charge you a fee to switch to PALMco as your natural gas and/or electric supplier. (D) Your utility(ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and PALMco's charges. (E) PALMco does not guarantee savings or promise rates lower than your utility(ies). (F) Your incumbent gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR GAS AND/OR ELECTRIC UTILITY(IES) OF THE TRANSFER OF YOUR GAS AND/OR ELECTRIC SUPPLY SERVICE TO PALMCO AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH PALMCO. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH PALMCO WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING).

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to PALMco s. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation

Letter. If PALMco decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address(es). You may terminate this Agreement at any time by (a) calling PALMco at (877) 726-5862; (b) sending a letter to PALMco at 8751 18th Avenue, Brooklyn, NY 11214; or (c) emailing CustomerService@PalmcoEnergy.com. termination as provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. in any case in which your natural gas and/or electric supply service with PALMco is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by PALMco prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from PALMco will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by PALMco; or (c) PALMco returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas supply service with PALMco Energy without penalty if you relocate your Service Address(es) (a) outside of the service territory of your gas utility or (b) within the service territory of your gas utility if your gas utility does not permit you to transfer your PALMco Energy contract to your new Service Address(es). You also may cancel this Agreement with PALMco Power without penalty if you relocate your Service Address(es) to an area that PALMco Power does not serve or to an area where PALMco Power charges a different price for electric supply service. In the case of a Service Address relocation, the cancellation shall apply only to the Service Address(es) you move from, and not any other Service Address(es) covered by this Agreement. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing PALMco, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory Price: If you receive natural gas and/or electric supply service from PALMco, you will pay an Introductory Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, PALMco will send you a notice with your contract renewal and pricing options. Your service will automatically continue under the specified renewal terms unless you contact PALMco to terminate as set forth herein and as stated in the Renewal Notice. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by PALMco in its sole discretion, based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that PALMco performs for you, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Electric Variable Price (when applicable): You will pay a Variable Price for electric supply service that may vary from month to month as determined by PALMco in its sole discretion based on a zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that PALMco performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by PALMco, and other prevailing market conditions, plus PALMco's costs, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. PALMco does not guarantee savings in any month or for the entire length of this Agreement. PALMco's current and historical prices are not an indicator of future prices.

Other Charges: You are also responsible for paying and reimbursing PALMco for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on PALMco and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish PALMco an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

<u>No Early Termination Fee.</u> If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

EIXED TERM AUTOMATIC RENEWAL. At least forty five (45) days before the expiration of your Fixed Term, PALMco will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying PALMco in accordance with the Termination section herein, then your Agreement will automatically renew on a month to month basis at the rate then in effect in accordance with the terms set forth in the Renewal Notice. PALMco con renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX AND ENVIRONMENTAL CHARACTERISTICS. The applicable generation resource mix and environmental characteristics of the electric supply sold by PALMco Power are available at www.palmcoenergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. Natural Gas and/or Electric: You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay PALMco's charges for natural gas and/or electric supply service based on meter readings and consumption information that PALMco receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both PALMco's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by PALMco by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also be responsible for paying PALMco's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed upon payment plan, PALMco may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from PALMco, without charge, up to 24 months of your payment history covering services rendered by PALMco, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact PALMco and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize PALMco to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your gas and/or electric utility(ies), so that PALMco can start and continue its service to you. PALMco reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains. Customer Information that it considers to be unsatisfactory. PALMco Energy will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1 28 04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third party supplier. PALMco Power will not release your

social security number and/or account number(s) without your written or electronic consent, except for PALMco Power's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact PALMco at 1-877-726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, by U.S. mail at 8751 18th Brooklyn, NY 11214. or by e-mail CustomerService@PalmcoEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted PALMco 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) from 8 a.m. to 5 p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 The Ohio Consumers' Counsel (OCC) (Ohio relay service). represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide PALMco with your email address, you agree that PALMco may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying PALMco of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to PALMco by you.

FORCE MAJEURE. Neither PALMco nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR PALMCO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED

THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH PALMCO PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. NEITHER PALMCO ENERGY NOR PALMCO POWER MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

MISCELLANEOUS. PALMoo assumes no responsibility or liability for the following items that are the responsibility of the utility(ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utilty's service. This Agreement is the entire understanding between you and PALMco with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. PALMco will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, PALMco wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without PALMco's prior written consent. PALMco may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or PALMco to exercise any right or remedy to which

either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

V.E.17-03.27

SOMETHING NEW IS COMING!



Dear Valued Customer,

We are excited to share some important news regarding the evolution of our company and, as our customer, how this update will benefit you. Today we want to announce that our company name will be changing as of October 1, 2018 to Indra Energy.

We feel this name change will better capture our evolving vision and integration of new products and services. This transition will not affect your service and there is no action required on your part.

We value you as a customer and appreciate your feedback. If you have any questions, please contact our customer care team.

Thank you,

PALMco Energy



Sariah Brinker

From: Mariner Taft <contactthepuco@puc.state.oh.us>

Sent: Tuesday, April 02, 2019 11:19 AM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262097 [ref:_00Dt0GzXt,_

500t0GITHn:ref]



Initial Submission of a Consumer Complaint Provider of Electric Please Respond Within 3 Business Days

CASE ID: 00262097

COMPANY:

CUSTOMER:

ADDRESS: Richmond, Ohio 43944

SERVICE ADDRESS: Richmond, Ohio 43944

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER

NIQ:

Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

The customer says was told paid 19cts/kwh by a Indra rep and then switched to the company. The customer then received a \$1200 monthly bill, of which \$972 was for electric supplier charges through Indra at17cts/kwh. The customer believes they were provided misleading information.

Provide the tpv, sales call and welcome letter with terms and conditions of the contract. When did the introductory rate expire? Work to rerate the customer to the resumably lower introductory rate for the entire time the customer was billed at the variable rate.

Sincerely,

Sariah Brinker

From: William Schaaf

Sent: Thursday, April 11, 2019 9:53 AM

To: Mariner Taft

Cc: Indra Energy Compliance

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262097 [ref:_00Dt0GzXt._

500t0GITHn:ref 1

Attachments: TPV.mp3; Sales Call.mp3; Confirmation Pack.pdf

Hello Mariner and the PUCO,

Regarding Case # 00262097,

enrolled her electric account in Indra's variable rate plan on 11/13/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Indra began servicing the customer's account on 12/13/18.

Electric Plan: 100%-Green Variable. This included a two-month introductory rate of \$0.0520 per kWh, after which rate would vary month-to-month. No ETFs.

contacted our Customer Service line on 4/1/19 and requested to cancel her account with Indra. An outbound drop transaction was processed without penalty, and the customer's utility determined a service end date of 4/16/19.

In the interest of resolving the customer's concerns and to provide the customer with the effect of a more expedited return to her utility's standard service, we are willing to rerate the customer's most recent bill to the rate we have on file for her utility (5.53 cents). This results in an adjustment of \$495.92 for the billing period of 2/15/19 – 3/18/19, which will be sent to the customer's utility to be applied to the account. We've included a chart below detailing our calculations for this adjustment. Additionally, the customer's upcoming final bill is set to be billed at the rate we have on file for her utility. This will provide the customer with the effect of having received Indra's introductory rate for her first two bills, and then have returned to the utility's standard service.

Begin Date	End Date		Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/15/2019	3/18/2019	4151	\$725.47	\$0.0553	\$229.55	\$495.92

Let us know if we can be of any further assistance. Thank you.

William Schaaf - Asst. Compliance Officer

indra

1515 Market Street, Suite 1200 Philadelphia, PA 19102 P: 888.504.6372 F: 718.851.2427

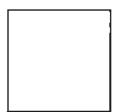
www.IndraEnergy.com

From: Mariner Taft <contactthepuco@puc.state.oh.us>

Sent: Tuesday, April 2, 2019 11:19 AM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262097 [ref:_00Dt0GzXt._500t0GiTHn:ref]



Initial Submission of a Consumer Complaint Provider of Electric Please Respond Within 3 Business Days

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COMPANY: CUSTOMER:

ADDRESS: Richmond, Ohio 43944

SERVICE ADDRESS: Richmond, Ohio 43944

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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DESCRIPTION OF ISSUE:

The customer says was told paid 19cts/kwh by a Indra rep and then switched to the company. The customer then received a \$1200 monthly bill, of which \$972 was for electric supplier charges through Indra at17cts/kwh. The customer believes they were provided misleading information.

Provide the tpv, sales call and welcome letter with terms and conditions of the contract. When did the introductory rate expire? Work to rerate the customer to the resumably lower introductory rate for the entire time the customer was billed at the variable rate.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator

(800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.



ref:_00Dt0GzXt._500t0GITHn:ref



Indra Energy

1515 Market Street, Suite 1200 Philadelphia, PA, 19102

w: IndraEnergy.com e: CustomerCare@IndraEnergy.com toll free: 1 (888) 50-INDRA 1 (888) 504 6372

11/15/2018



Richmond, OH 43944

Thank you for choosing Indra Energy as your energy supplier!

This letter is confirming your selection of Indra Energy as your electricity supplier and this package contains a copy of the *Terms and Conditions* of your service with Indra Energy.

We are currently processing your enrollment

Your enrollment will be sent to AEP. You will receive a confirmation notice from AEP confirming your selection of Indra Energy as your **electricity** supplier. Your service will begin with your first meter read by your utility after your enrollment is accepted, which may take up to 1-2 billing cycles. If you decide to rescind your enrollment request, per Ohio state regulations, you must contact your utility to do so.

If, for any reason, we are unable to enroll your account we will be sure to contact you to resolve the issue.

Below is a summary of your service account with Indra Energy:

Utility Account Numbers

Rate Plan: Introductory Rate of \$0.05200/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/.

Cancellation Fees: None.

Budget Billing: Available upon request.

Renewable Energy Product Information: One hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to hear from you, so please call us at the number below.

Questions?

If you have any questions, please feel free to contact us at 888-504-6372 weekdays 8:00 am to 7:00 pm or email us at CustomerCare@IndraEnergy.com.

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

PS. Learn how to refer friends for rewards! Visit IndraEnergyRewards.com



OHIO TERMS AND CONDITIONS

INTRODUCTION. This is an agreement, together with your Confirmation Letter, and any and all Renewal Notices (if applicable) (collectively, the "Agreement"), between Indra Energy ("Indra") and you for natural gas supply service and/or electric supply service at each of the account service addresses listed in your Confirmation Letter (or in an addendum). You agree to authorize a switch of your natural gas and/or electric supply service to Indra and to purchase all the natural gas and/or electricity required to service each of the accounts listed in your Confirmation Letter (or listed in an addendum) at a price as described in this Agreement.

ACKNOWLEDGEMENT. You acknowledge as follows: (A) Any Indra sales representative with whom you have spoken represents Indra and is not from your utility or affiliated with your utility. (B) You are the named customer on each of the account(s) listed above (or in any addendum), or you are the spouse of the named customer on such account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). (C) Indra will not charge you a fee to switch to Indra as your natural gas and/or electric supplier. (D) Your utility (ies) will continue to deliver your gas and/or electricity and send you your natural gas and/or electricity bills, which will contain both your utility's charges and Indra's charges. (E) Indra does not guarantee savings or promise rates lower than your utility (ies). (F) Your incumbent natural gas and/or electric utility may charge you switching fees. (G) There are no cancellation fees under this Agreement. (H) You are not currently approved for or enrolled in PIPP and/or any other such utility arrearage crediting program.

CONFIRMATION NOTICE, YOUR RIGHT OF RESCISSION. YOU WILL RECEIVE A WRITTEN CONFIRMATION NOTICE FROM YOUR NATURAL GAS AND/OR ELECTRIC UTILITY (IES) OF THE TRANSFER OF YOUR NATURAL GAS AND/OR ELECTRIC SUPPLY SERVICE TO INDRA AND ADVISING YOU OF YOUR RIGHT TO RESCIND YOUR ENROLLMENT WITH INDRA. FOR GAS SUPPLY SERVICE, YOU HAVE 7 BUSINESS DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR NATURAL GAS WITH INDRA WITHOUT PENALTY ENROLLMENT CONTACTING YOUR GAS UTILITY (ORALLY OR IN WRITING). FOR ELECTRIC SUPPLY SERVICE, YOU HAVE 7 DAYS FROM THE DATE OF THE POSTMARK OF THAT NOTICE DURING WHICH YOU MAY RESCIND THIS AGREEMENT AND YOUR ELECTRIC ENROLLMENT WITH INDRA WITHOUT PENALTY BY CONTACTING YOUR ELECTRIC UTILITY (ORALLY, ELECTRONICALLY, OR IN WRITING). **LENGTH OF AGREEMENT AND TERMINATION.** This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, or (c) emailing PA 19102;

CustomerCare@IndraEnergy.com. Upon termination provided in this Agreement, you will be returned to your utility's standard service or you may choose another supplier. In any case in which your natural gas and/or electric supply service with Indra is terminated as provided in this Agreement, you will remain obligated to pay for the natural gas and/or electric supply service provided by Indra prior to the effective date of the termination. The effective date of termination will be determined by your utility. Your natural gas and/or electric supply service from Indra will terminate automatically without penalty to you if any of the following occurs: (a) your Service Address(es) is not served or no longer served by your utility; (b) you move outside your utility's service area or to an area not served by Indra; or (c) Indra returns you to your utility's applicable tariff service pursuant to the terms of this Agreement. You may also cancel your natural gas and/or electric supply service with Indra without penalty if you relocate your Service Address(es): (a) outside of the service territory of your gas and/or electric utility(ies); (b) within the service territory of your gas and/or electric utility(ies) if your utility does not permit you to transfer your Indra contract to your new Service Address(es); or (c) to an area where Indra charges a different price for natural gas and/or electric supply service. If you voluntarily return or switch back to your natural gas and/or electric utility after choosing Indra, you may not be served under the same rates, terms, and conditions as those available to other customers served by your natural gas and/or electric utility.

PRICING.

Natural Gas and/or Electric Introductory or Initial Price (when applicable): You will pay an Introductory/Initial Price as set forth in your Confirmation Letter for the time period set forth in your Confirmation Letter, and thereafter, your price for natural gas and/or electric supply service will automatically become for the length of this Agreement either a Variable or Fixed price as described herein and as stated in your Confirmation Letter.

Natural Gas and/or Electric Fixed Price (when applicable): You will pay a Fixed Price as set forth in your Confirmation Letter for the fixed term indicated in your Confirmation Letter. Before the end of your fixed term, Indra will send you a notice with your contract renewal and pricing options.

Natural Gas Variable Price (when applicable): You will pay a Variable Price for natural gas supply service that may vary from month to month as determined by Indra in its sole discretion, based on the wholesale cost of natural gas to the Delivery Point, administrative and regulatory compliance costs, supply and agency functions that Indra performs for you, and other prevailing business considerations and market conditions, plus Indra's costs, expenses and margins. This list of factors is not exhaustive and no single factor will determine the rate.

<u>Electric Variable Price (when applicable)</u>: You will pay a variable rate for electric supply service that may vary from month to month as determined by Indra based on the wholesale market prices acquired for energy, any supply and agency functions that Indra performs for you, line loss, certain transmission, capacity, ancillary, administrative and regulatory compliance costs incurred by Indra, alternative and renewable energy requirements, market conditions, expenses and margins.

Natural Gas and/or Electric Supply Price Disclosures: There is no limit on how much the Variable Price of your natural gas

and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at https://IndraEnergy.com/ohio/ohio-variable-rates/ or by calling (888) 504-6372.

Other Charges: You are also responsible for paying and reimbursing Indra for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the natural gas and/or electric supply service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Indra and/or you by federal, state, and/or local authorities. If you are tax exempt, you must furnish Indra an exemption certificate before service commences. This Agreement does not include utility transportation, delivery, or other charges that your gas or electric utility charges you for those services.

NO EARLY TERMINATION FEE. If you terminate this Agreement prior to the expiration of the term, you will not be subject to any early termination fees.

days before the expiration of your Fixed Term, Indra will provide written notice to you of the Agreement's renewal ("Renewal Notice"). The Renewal Notice will set forth the proposed renewal option(s), including any applicable information required by the Commission. If you do not respond to the Renewal Notice or otherwise terminate this Agreement by notifying Indra in accordance with the Termination section herein, then your Agreement will automatically renew at the rate then in effect in accordance with the terms set forth in the Renewal Notice. Indra can renew this Agreement without your affirmative consent even when there is a change in the rate or other terms and conditions.

RESOURCE MIX, ENVIRONMENTAL CHARACTERISTICS, & RENEWABLE ENERGY INFORMATION. The applicable generation resource mix and environmental characteristics of the electric supply sold by Indra are available at www.IndraEnergy.com. This information is updated periodically following the requirements of the Public Utilities Commission of Ohio. If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from renewable or alternative energy sources in the United States which have been qualified as such.

BILL PAYMENT/LATE PAYMENT CHARGES/BUDGET BILLING. You will be billed by your utility(ies) at intervals established by your utility(ies). You will pay Indra's charges for natural gas and/or electric supply service based on meter readings and consumption information that Indra receives from your utility ("Billing Quantity"). You will receive a single monthly bill from your utility that contains both Indra's charges and your utility's charges. Your payment for natural gas and/or electric supply service is due on the date set forth on the bill. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Indra by the due date of the bill, at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You

shall also be responsible for paying Indra's reasonable attorneys' fees, costs, and expenses incurred by it in collecting any such payment from you. If you fail to pay your bill for natural gas and/or electric supply service or you fail to satisfy any agreed upon payment arrangement you may have, your utility may disconnect your service in accordance with the provisions of its tariff. If your utility disconnects your service, this Agreement may be automatically terminated. In addition, if your payment for natural gas and/or electric supply service is not received from you on a timely basis or does not meet any agreed-upon payment plan, Indra may, after 14 calendar days' written notice to you, terminate this Agreement and its natural gas and/or electric supply service to you. You have the right to request from Indra, without charge, up to 24 months of your payment history covering services rendered by Indra, without charge, twice within any 12-month period. Budget Billing is available for both the delivery and natural gas and/or electric supply service portions of your bill. If you are interested in Budget Billing, you should contact your utility and request to be placed on a Budget Billing plan. If your electric utility is Duke Energy Ohio, to request Budget Billing for the electric supply service portion of your electric bill, you should contact Indra and request to be placed on a Budget Billing plan.

CUSTOMER INFORMATION RELEASE. You authorize Indra to begin your enrollment, initiate service to the accounts listed in your Confirmation Letter (or in any addendum) and to obtain historical billing data and other information about you ("Customer Information") from your natural gas and/or electric utility (ies), so that Indra can start and continue its service to you. Indra reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers to be unsatisfactory. For your natural gas supply, Indra will not release your social security number, account number(s), or any other Customer Information without your express written or electronic consent, except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code, or if it sells or assigns this Agreement to another third-party supplier. For your electric supply, Indra will not release your social security number, account number(s) without your written or electronic consent, except for Indra's own collections and/or credit reporting, participation in programs funded by the universal service fund, pursuant to section 4928.52 of the Revised Code, or if it sells or assigns this Agreement to another third-party supplier.

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra 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) from 8 a.m. to 5 p.m. weekdays, or at http://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 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

ELECTRONIC COMMUNICATION. Unless otherwise required by law, if you provide Indra with your email address, you agree that Indra may transmit to you all notices and other communications, including those required in this Agreement, electronically to the email address provided by you. You shall be responsible for notifying Indra of any change in email address and/or any withdrawal of your consent to electronic communications. Notices transmitted to you via email will be deemed to have been received if transmitted to you at the email address provided to Indra by you.

FORCE MAJEURE. Neither Indra nor you will be liable for a breach of this Agreement if such breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, act of terrorism, government action, utility action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing under this Agreement.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, NEITHER YOU NOR INDRA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.

ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE OHIO LAW, IF THERE IS AN ISSUE, CLAIM OR DISPUTE RELATING TO THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE THAT NEEDS TO BE RESOLVED AND WE ARE UNABLE TO RESOLVE IT INFORMALLY, IT MAY BE RESOLVED THROUGH ARBITRATION. INCLUDED ARE ALL ISSUES, CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WHETHER ARISING DURING OR AFTER YOUR PARTICIPATION IN THIS AGREEMENT FOR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE. ANY SUCH ARBITRATIONS PERMITTED BY APPLICABLE OHIO LAW SHALL BE CONDUCTED ON AN INDIVIDUAL (AND NOT A CLASS-WIDE) BASIS AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC AND/OR NATURAL GAS SUPPLY SERVICE WITH INDRA PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC AND/OR NATURAL GAS SUPPLIERS.

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS

AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

AGREEMENT DETAILS. Our full, legal name is Palmco Power OH, LLC dba Indra Energy for electric supply service and Palmco Energy OH, LLC dba Indra Energy for natural gas supply service, but we have used "we", "us", "our" or "Indra Energy" to refer to ourselves for the purposes of this Agreement. We use "you" or "your" to refer to you, the customer.

MISCELLANEOUS. Indra assumes no responsibility or liability for the following items that are the responsibility of the utility (ies): operation and maintenance of the utility's natural gas and/or electrical system, any interruption of service, termination of service, and deterioration of the utility's service. This Agreement is the entire understanding between you and Indra with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Indra will not make a material change to the terms of this Agreement without first obtaining your consent in writing or through third party verification (TPV), except if due a change in market conditions, Indra wishes lower the price (per ccf or mcf or kilowatt-hour as applicable) charged under this Agreement and no other terms and conditions are changed. You may not assign this Agreement without Indra's prior written consent. Indra may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the rules and procedures of the PUCO, if any, governing such transactions. This Agreement will inure to and be binding upon the successors and assignees of the parties hereto. No delay or failure by either you or Indra to exercise any right or remedy to which either party may be entitled to herein will constitute a waiver of that right or remedy.

EMERGENCIES. IN THE EVENT OF A GAS OR ELECTRICITY-RELATED EMERGENCY, SUCH AS A GAS OR ELECTRIC OUTAGE OR GAS LEAK, YOU SHOULD IMMEDIATELY CONTACT YOUR LOCAL UTILITY.

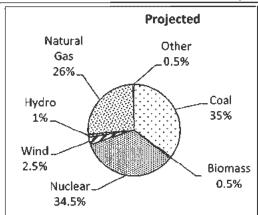
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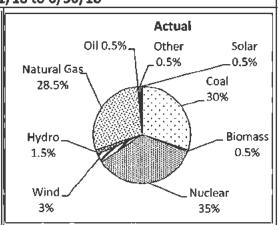
Environmental Disclosure Information – Quarterly Comparisons

Indra Energy

Projected Data for the 2018 Calendar Year
Actual Data for the Period 01/01/18 to 6/30/18

Generation
Resource
Mix A comparison
between the
sources of
generation
projected to be
used to generate
this product and
the actual
resources used





Environmental Characteristics—

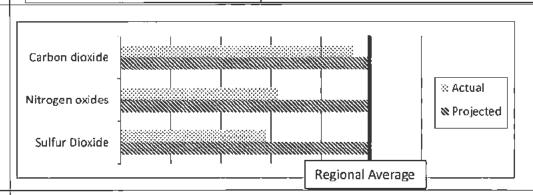
during this period.

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 -

Product-specific projected and actual air emissions for this period compared to the regional average air emissions.



Radioactive Waste –

Radioactive waste associated with the product.

Туре:	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 Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

Sariah Brinker

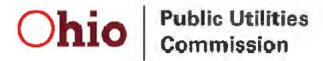
From: Mariner Taft <contactthepuco@puc.state.oh.us>

Sent: Thursday, April 11, 2019 11:48 AM

To: Indra Energy Compliance

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262097 [ref:_00Dt0GzXt._

500t0GITHn:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00262097

COMPANY:

CUSTOMER:

ADDRESS: Richmond, Ohio 43944

SERVICE ADDRESS: Richmond, Ohio 43944

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!

DESCRIPTION OF ISSUE:

Thank you for the most recent response. After reviewing the attached documentation. I have some serious concerns.

The sales call appears to have confused the customer, who appeared to be interested in information when the superviser took over the call from the rep who called the customer to market Indra's rates. At the end of the call, the superviser obtained the customer's sdi number and customer's birthday and appeared to start the switching process without the customer's permission or authorization.

After transferring the customer to a tpv rep, this rep seemed unclear on which rate, 5.8cts/kwh or 5.2cts/kwh the customer was being placed on. Confirm that the customer was being verified for the 5.2cts/kwh rate the superviser discussed with the customer on the sales call.

Due to the nature of both the sales call and the tpv, I request that Indra refund or credit the total amount charged for the 2-3/19 bill of electric generation supplied through Indra. Also, if the customer was charged

5.8cts/kwh for the first two months of the contract, I request that Indra refund or credit the total amount of electric supply provided to the customer by Indra. Please check into these issues.

Sincerely,

Mariner Taft

Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov

This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

ref:_00Dt0GzXt._500t0GITHn:ref

Sariah Brinker

From: William Schaaf

Sent: Thursday, April 18, 2019 2:40 PM

To: Mariner Taft

Cc: Indra Energy Compliance

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262097 [ref:_00Dt0GzXt._

500t0GITHn:ref]

Hello Mariner,

I've included a chart below detailing the customer's charges with Indra. The customer's first two bills were billed at the introductory rate of 5.2 cents per kWh. The third bill was rerated to the rate we have on file for the customer's utility (5.53 cents), which resulted in a credit of \$495.92; this was sent to the customer's utility to be applied to the account. Lastly, the customer's final bill was billed at the rate of 5.53 cents, which is the rate we have on file for the utility. Let us know if you need anything further. Thanks.

Begin Read Date	End Read Date	Billed Usage	Billed Rate	Supply Charge	Adjusted Rate	Adjusted Supply Charge	Difference
3/18/2019	4/15/2019	2465	\$0.0553	\$136.31			
2/15/2019	3/18/2019	4151	\$0.1748	\$725.47	\$0.0553	\$229.55	\$495.92
1/17/2019	2/15/2019	4359	\$0.0520	\$226.67			
12/13/2018	1/17/2019	3893	\$0.0520	\$202.44			

William Schaaf -- Asst. Compliance Officer



1515 Market Street, Suite 1200 Philadelphia, PA 19102

P: 888.504.6372 **F**: 718.851,2427

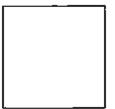
www.IndraEnergy.com

From:	Mariner Taff	<contactthenucor< p=""></contactthenucor<>	@puc.state.oh.us>
I I WIII.	IAIGUUC IOU	\contactine buco	

Sent: Thursday, April 18, 2019 1:45 PM

To: Indra Energy Compliance < Compliance@indraenergy.com>

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262097 [ref:_00Dt0GzXt._500t0GITHn:ref]



PUBLIC UTILITIES COMMISSION OF OHIO Consumer Services Division Memorandum

CASE ID: 00262097

COMPANY:

ADDRESS: Richmond, Ohio 43944 SERVICE ADDRESS: Richmond, Ohio 43944 AIQ: Palmco Power OH LLC SERVICE ACCOUNT NUMBER: NIQ:
To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. Thank you!
DESCRIPTION OF ISSUE:
Please respond to the most recent memo regarding the adjustment of all Indra supply charges back to the date the customer started the contract due to serious issues between the sales call and tpv. Please advise.
Sincerely,
Mariner Taft Public Utilities Commission of Ohio Service Monitoring and Enforcement Department Customer Service Investigator (800) 686-PUCO (7826) www.PUCO.ohio.gov
This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/10/2019 12:23:00 PM

in

Case No(s). 19-0957-GE-COI

Summary: Exhibit Ex. 7 Part 16 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.