Cheryl Smith

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 16, 2019 4:26 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00504420 [ref:_00Dt0GzXt._500t0Igche:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00504420
CUSTOMER: [redacted]
ADDRESS: [redacted] New Middletown, Ohio 44442
SERVICE ADDRESS: [redacted] New Middletown, Ohio 44442
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]
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 MCF 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.

5. 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):

1. 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.
4. 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,
Tara Jones
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._500t0Igche:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Friday, May 24, 2019 4:11 PM
To: 'Tara Jones'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00504420 [ref:_00Dt0GzXt._500t0lgche:ref]
Attachments: [redacted] Confirmation Package Gas.pdf; TPV_S42242722_3309219851.mp3

Good afternoon.

The customer's natural gas account was enrolled on September 19, 2018, via a door-to-door sale, into our variable rate plan at an introductory rate of $2.60000 per Mcf for the first two billing cycles, then a variable rate thereafter. Attached is the Third-Party Verification conducted by the customer, and the enrollment confirmation packet, inclusive of the terms and conditions of service. Below are the rates assessed to the customer during each billing cycle of the natural gas' tenure with the company:

Begin Read Date	End Read Date	Unit Price (Ccf)
2/27/2019	3/28/2019	$1.39
1/29/2019	2/27/2019	$1.74
12/28/2018	1/29/2019	$0.80
11/27/2018	12/28/2018	$0.83
10/25/2018	11/27/2018	$0.26
9/26/2018	10/25/2018	$0.26

The customer's utility company provided a service start date of October 25, 2018. On April 3, 2019, the company received a cancellation request from the utility with a service end date of March 28, 2019. Please note there is no early termination fee assessed to the customer's natural gas account.

Regards,

Compliance

indra ENERGY
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427
www.IndraEnergy.com

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 16, 2019 4:26 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00504420 [ref:_00Dt0GzXt._500t0lgche:ref]

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Tara Jones
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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PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

9/21/2018

[redacted]
New Middletown, OH 44442

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: [redacted]
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

PALMCO ENERGY

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

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/ohio-variable-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.

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 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 (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

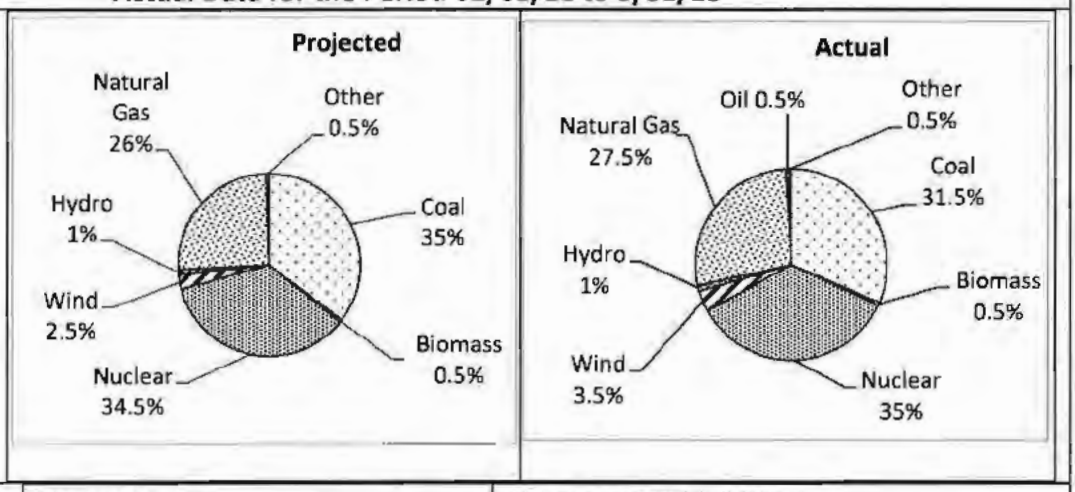
Environmental Disclosure Information – Quarterly Comparisons

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 during this period.



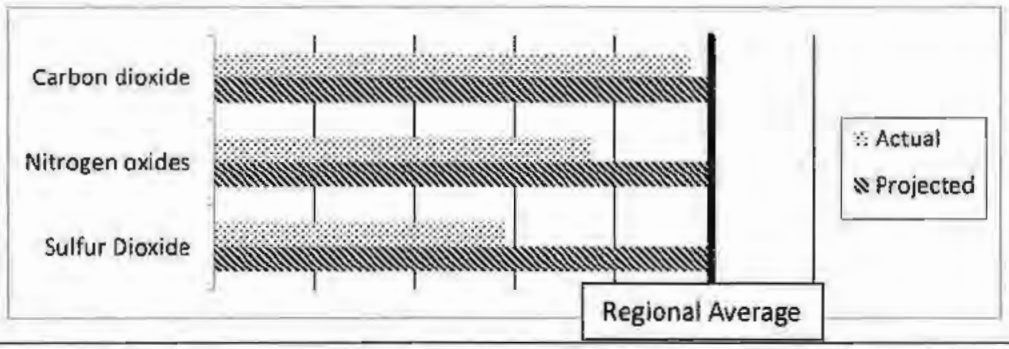
Environmental Characteristics–

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.

Sariah Brinker

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Friday, April 05, 2019 9:51 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262515 [ref:_00Dt0GzXt._500t0GIjAN:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00262515
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted], Cleveland, Ohio 44105
AIQ: East Ohio Gas Company The
SERVICE ACCOUNT NUMBER:
NIQ: [redacted]

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4. The date the enrollment was forwarded to the distribution utility and the service effective date provided by the distribution utility.

5. 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):

1. 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.
4. 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,

Tara Jones
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._500t0GIjAN:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Wednesday, May 01, 2019 12:32 PM
To: Indra Energy Compliance
Subject: Fw: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262515 [ref:_00Dt0GzXt._500t0GIjAN:ref]

From: Tara Jones
Sent: Friday, April 5, 2019 9:51 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262515 [ref:_00Dt0GzXt._500t0GIjAN:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00262515
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted], Cleveland, Ohio 44105
AIQ: East Ohio Gas Company The
SERVICE ACCOUNT NUMBER:
NIQ: [redacted]
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 MCF 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.
5. 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):

1. 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.
4. The signed Acknowledgement form.
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Sincerely,
Tara Jones
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
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ref:_00Dt0GzXt._500t0GIjAN:ref

Sariah Brinker

From:	Keenia Joseph
Sent:	Wednesday, May 01, 2019 1:12 PM
To:	Tara Jones
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262515 [ref:_00Dt0GzXt._500t0GIjAN:ref]
Attachments:	[redacted]-Confirmation Package-Electric.pdf; [redacted]-Confirmation Package-Gas.pdf; [redacted]-TPV.MP3; D2D Master Sales Script 9-21-17.pdf

Hello Tara,

Customer [redacted] enrolled in Palmco's gas and electric variable rate plans on 10/17/17, as a result of a Door-to-Door sale. We've attached the TPV and confirmation packages sent detailing the terms of service. After a diligent search of our records, we were unable to located the acknowledgement form. A copy of the Indra's master sales script is attached, -please refer to the relevant sections applicable to Ohio.

Gas Plan: Introductory Rate of $2.79000/Mcf, for the first three billing cycles, and a variable rate thereafter.

Electric Plan: Introductory Rate of $0.05100 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.

The Cleveland Illuminating electric account had already been cancelled on 2/16/2018. No ETF is associated with this rate plan.

On 4/3/19 [redacted] contacted our Customer Service line requesting information about how she was signed up with our services . Our Customer Care Team reviewed sign up with Ms [redacted] ncluding the sales call. Once reviewed Ms. [redacted] stated [redacted] was her sister and she does not live at this address and requested account be cancelled. The account was dropped, with no ETF's issued, Dominion East established service end date of 4/17/2019 for the gas account.

We also rerated the customer's most recent two bills to the rate of their utility. This resulted in a credit of $264.90 for periods 2/6/19-3/7/19 and $147.60 for periods 3/7/19-4/5/2019 totaling a credit of $412.50 . This credit will be sent to the customer's utility to be applied to their account. On 4/22/19 customer was advised of credit details and made aware account has been cancelled.

Keenia Joseph – Director of Compliance

indra ENERGY

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

www.IndraEnergy.com

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Friday, April 5, 2019 9:51 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262515 [ref:_00Dt0GzXt._500t0GIjAN:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00262515
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted], Cleveland, Ohio 44105
AIQ: East Ohio Gas Company The
SERVICE ACCOUNT NUMBER:
NIQ: [redacted]

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

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7. The contract expiration notices mailed to the customer.

Sincerely,

Tara Jones
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Investigator
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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._500t0GIjAN:ref

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

10/19/2017

[redacted]
Cleveland, OH 44105

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 **Cleveland Illuminating**. You will receive a confirmation notice from **Cleveland Illuminating** 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: [redacted]
Rate Plan: **Introductory Rate of $0.05100 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

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. 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.

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.

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 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 (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 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.17-09.06

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

10/19/2017

[redacted]
Cleveland, OH 44105

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: [redacted]
Rate Plan: **Introductory Rate of $2.79000 for the first three billing cycles, and a variable rate thereafter.**
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

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. 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.

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.

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 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 (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 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.17-09.06

ENERGY
PALMCO

PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

OH or MA	VA	DE	Illinois	DC	MD or PA	NJ
Rep: Hello, my name is _____ (shows ID Badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and/or natural gas supplier.	**Rep:** Hello, my name is _____ (shows ID Badge) and I'm here on behalf of PALMco Energy which is an authorized natural gas supplier.	**Rep: Hello, my name is** _____ (shows both ID badges) and I'm here on behalf of PALMco Power which is an authorized electricity supplier. The purpose of my visit today is to sell electric supply service. PALMco does not represent your utility or governmental agency. *(Hand customer your business card with your and PALMco's information)*	**Rep:** Hello, my name is _____ (badge must be prominently displayed and visible at all times) and I'm here on behalf of PALMco Energy which is an independent authorized electricity and natural gas supplier by the Illinois Commerce Commission. I am not a representative of your local utility, governmental body, or consumer group.	**Rep:** Hello, my name is _____ (shows photo ID badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and natural gas supplier to see if you would be interested in switching your electric and/or natural gas supply service to PALMco. If you have a few moments, I would like to tell you the benefits of using an authorized supplier for your natural gas and/or electricity.	**Rep:** Hello, my name is _____ (shows ID badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and natural gas supplier. *(Hand customer your business card with your and PALMco's information)*	**Rep:** Hello, my name is _____ (shows ID badge) and I'm here on behalf of PALMco Energy, an independent seller of gas and electricity certified by the New Jersey Board of Public Utilities and I am not associated with your utility. I am here to see if you would be interested in switching your natural gas and/ or electric supply from your current supplier or utility to PALMco. Switching to PALMco is not mandatory.

PALMco Energy
8751 18th Avenue
Brooklyn, NY 11214

w: Palmcoenergy.com
toll free: 1 (877) 726 5862
last updated: Sept. 21, 2017

ENERGY
PALMCO

PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

Introduction:
Rep: Are you the person who manages the Utility bills? ***(If so, continue. If not ask who that person is and when he/she would be available)***

Rep: You probably already know you have the ability to purchase your electric and/or gas from an alternate supplier. I'd like to talk to you about the benefits of using PALMco Energy/ Power as yours.

If customer is not familiar with the program:

Rep: Just as you shop for other products and services, you also have the right to shop for an energy supplier. Energy customers from large manufacturers to residential homeowners are able to shop for energy options from a diverse group of competitive authorized suppliers. As more suppliers' offer their services in your area, you have the opportunity to choose the company who supplies the generation of your electricity and supplies your natural gas. Your electricity and/or natural gas Utility will not change. You will still receive the same reliable energy and billing services that you have come to expect from your local Utility. The only thing that will change is your supplier.

Rep: Are you currently using an alternate supplier?

Rebuttal if customer has supplier:

Rep: Well, the good news is that you are already a smart consumer. PALMco has benefits the Utility and other suppliers don't offer. For example, for enrolling with PALMco today, you will receive a one-time restaurant.com gift card valued at $25.00. Do you have a current bill handy so I could see if PALMco can help benefit you?

After the bill is reviewed:

- If the rate is competitive to our market offering, let them know they made a good choice and ask them for referrals. Thank the customer for their time and move to the next door (once the enrollment is completed)
- If the rate is higher than our offering, then proceed:

Rep: Are you familiar with the terms and conditions of your current contract? I ask because sometimes there is an early termination fee for switching suppliers. ***(Do not speculate as to whether or not an ETF applies. If the customer is sure there is no ETF and they wish to switch suppliers, then proceed. Otherwise, allow the customer to research their current agreement and call our office if they would like to schedule a follow-up appointment).***

Prior to enrolling the customer, confirm the customer is the account holder or authorized to make changes on the account:

DC, MD, DE, & VA	NJ	IL, MA, OH, & PA
Rep: Just to confirm, you are the account holder or customer of record on the Utility bill, correct? ***(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).***	**Rep:** Just to confirm, you are an authorized person to make the switch on this account? An authorized person is: (1) The person whose name appears on the utility bill for the account; (2) The spouse of the person whose name appears on the utility bill for the account; and (3) The authorized adult (at least 18 years old) child of the person whose name appears on the utility bill for the account. ***(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).***	(A) You are the named customer on each of the account(s) listed in your Confirmation Letter (or in any addendum), or you are the spouse of the named customer on the account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). ***(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).***

Rep: Now, keep in mind we are not here to replace your Utility. The Utility will still deliver your electricity and natural gas, read your meter, respond to any emergency, and send your monthly bill. All we are doing is supplying your electricity and/ or natural gas instead of your Utility. The best part is that it is free to enroll and it's easy to do.

Close: (restate what is important to the customer and ask for the sale)

Rep: OK let's get you enrolled (complete the D2D Enrollment Form/Agreement).

IF Delaware, Illinois, or New Jersey (but generally applicable to all states):

Rep: I want to go over a few points regarding the Agreement with you:

1. **State that the Agreement is a** *[fixed rate or variable rate]* and will continue either: *[month to month or for a fixed term].*
   a. Ask the customer whether they know what a therm of gas is or a kWh of electricity is.
      i. If no, explain that this is measurement used to determine the price per unit measured for the amount of natural gas or electricity the customer uses

   b. **Introductory/ Initial Rate:** Is a promotional rate that will remain the same for one to three billing cycles. Thereafter, the rate will switch to a fixed or variable rate plan (described below).

   c. **Fixed Rate Only**: A fixed rate allows you to lock in your price for natural gas and/or electricity for a 6, 8, 12, or 14 month term (depends on applicable offer in state at the time). You will not be charged a higher rate for the term of the Agreement. This rate is only for the supply portion of your bill, your bill will still include any service charges and applicable taxes. At the end of the fixed term, PALMco will send you a Renewal Notice explaining your options moving forward. If you take no action, you will automatically renew at the price then in effect, in accordance with the terms set forth in the Renewal Notice.

   d. **Variable Rate Only**: A variable rate may change by the hour, day, or month including one billing cycle to the next based on market conditions and other factors. Variable rates can be higher or lower than your utility's rates in any given month.

   e. **DE Variable Rate Only**: A variable rate may change from one billing cycle to the next based on market conditions and other factors. Variable rates can be higher or lower than your utility's rates in any given month or over the duration of the Agreement.

2. **Disclose the following for both variable and fixed rate products:**
   a. PALMco does not require customers to pay a deposit.
   b. PALMco does not charge a fee to switch from your current supplier to PALMco.
   c. PALMco does not charge early termination fees.
   d. PALMco does not guarantee savings.

Rep: Now in order to complete your enrollment, I'll need to connect you with our independent Third Party Verification firm. Before I do, I just want to make sure I explained everything to your satisfaction.

DE, OH, & MD	DC, NJ, IL, MA, VA, & PA
I ask because I must leave the premises prior to me connecting you with our TPV firm. INFORM THE CUSTOMER OF THEIR RIGHT TO CANCEL LISTED IN THE CHART BELOW. Do you have any additional questions before I connect the call and leave the premises?	I ask because the TPV rep will stop the process if you ask any questions or speak to me during the Do you have any additional questions before we connect? No, OK let's get on the call.

After the TPV has been completed (Except in DE, OH, & MD complete this section prior to conducting the TPV):

Rep: Thank you so much for enrolling with PALMco. You'll receive notification from your local Utility confirming the transfer of your supply service to PALMco. The transfer usually happens within two billing cycles. In addition, PALMco will be sending you a confirmation packet that contains the terms and conditions and explains PALMco's benefits and promotions. So keep an eye out for that. I'm going to leave you with my phone number in case you have any other questions after I leave.

ENERGY
PALMCO

PALMCO Energy & Power Door-to-Door Script

Inform the customer of the time in which they can rescind/cancel their Agreement:

DC & DE	VA	MA	MD	PA	Illinois	OH	NJ
You have **three business days** to cancel this Agreement if you change your mind and do not wish to enroll with PALMco. You may cancel the Agreement by mailing PALMco the completed Notice of Cancellation form, by calling, or emailing PALMco.	You **have ten business days** following the mailing of your notice of enrollment by your Utility to cancel this Agreement by calling PALMco or your Utility. *You may also cancel this Agreement within 3 business days from today's date by mailing the completed Notice of Cancellation form to PALMco.*	You have **three business days** to cancel this Agreement if you change your mind and do not wish to enroll with PALMco.	If you change your mind and do not wish to enroll with PALMco, please contact us at **any time**.	You may cancel the transaction **within 3 business** days after receiving the terms and conditions in your Confirmation Packet.	You may cancel this transaction by contacting PALMco before PALMco submits your enrollments request to your utility. If you do not cancel before PALMco submits your enrollment request, you will receive written notification from your utility confirming your switch to PALMco for your electric supply. You may cancel the pending enrollment without any penalty **within ten (10) calendar days** by contacting either PALMco or your utility.	**Electric customers only**: Your electric utility will be sending you a written notice of your switch to PALMco. You are allowed **seven calendar days** to cancel this Agreement, should you wish to cancel, please contact your utility. **Natural gas customers only:** Your natural gas utility will be sending a written notice of your transfer to PALMco. You are allowed **a seven-business-day** period from the written notice postmark date to cancel the enrollment. In order to cancel, you must contact your natural gas utility.	You have **seven days** to cancel this Agreement if you change your mind and do not wish to enroll with PALMco.

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Rep: Again I thank you for taking the time to enroll with PALMco.

REBUTTAL AND COMMON QUESTIONS:

What are the delivery charges?
These are the fees that your utility charges you to operate and maintain the facilities, pipes and poles and wires that are used to deliver your electricity. These charges fluctuate depending on how much electricity you use, but are the same no matter where you choose to purchase your electricity from.

Am I guaranteed to save money? No. There is zero tolerance for any promised savings.

I've been burned by other suppliers. I'm not interested. **Rep:** I've heard that. It's unfortunate other suppliers have made a bad name for all of us and taken advantage of good customers like yourself. What exactly happened? ***(Empathize with the prospect).*** **Rep:** That's why we offer additional benefits like our Friends and Family referral program, Loyalty Credit, and/or restaurant.com gift cards, etc.

Will my service change in any way?
You will still have **[insert utility name, see attached for a list of utilities PALMco serves across the states]** as your utility. They will continue to deliver your electricity, respond to emergencies, read your meter, and send you a bill just as they always have. You are simply choosing to purchase your electricity/gas from an alternative electricity/gas supplier.

THE FOLLOWING PAGES CONTAINS UTILITY INFORMATION, TIME RESTRICTIONS, AND PUC CONTACT INFORMATION BY STATE

ENERGY PALMCO

PALMCO Energy & Power Door-to-Door Script

Utilities across the states:

IL	VA	DE	MD	MA	NJ	OH	PA	D.C.
Ameren	Columbia Gas of Virginia	Delmarva	Allegheny/Potomac Edison (First Energy)	National Grid (MECO)	ACE	AEP (CSP & OHPC)	Columbia Gas	Pepco
Comed	Washington Gas of Virginia		BG&E	NSTAR	Elizabethtown Gas	Columbia Gas	Duquesne	
			Delmarva	WMECO	JCP&L	DP&L	First Energy (Allegheny/ West Penn, MetEd and PenElec)	
			Pepco		NJNG	Dominion	PECO	
			Washington Gas		PSE&G	Duke	People's (Equitable and Natural Gas)	
					Rockland Electric	First Energy (Illuminating Company, Toledo Edison and Ohio Edison)	UGI	
					SJG	Vectren		

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ENERGY PALMCO

PALMCO Energy & Power Door-to-Door Script

Time Restrictions for Door-to-Door Solicitations:

VA	IL	DE	MD	MA	NJ	OH	PA	D.C.
N/A	N/A	9:00am-8:00pm (if a local ordinance is more strict, must follow the local ordinance)	10:00am-6:00pm	10:00am-6:00pm	10:00am-6:00pm	10:00am-6:00pm	**9 a.m. and 7 p.m.** during October 1 and ending March 31, **9 a.m. and 8 p.m.** during the months beginning April 1 and ending September 30	9:00am-sunset

PALMco Energy
8751 18th Avenue
Brooklyn, NY 11214

w: Palmcoenergy.com
toll free: 1 (877) 726 5862
last updated: Sept. 21, 2017

ENERGY PALMCO

PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

CONTACT INFORMATION FOR PUCS IN EACH STATE, SHOULD THE CUSTOMER WISH TO CONTACT THE PUC:

VA	IL	DE	MD	MA	NJ	OH	PA	D.C.
The VA State Corporation Commission at 800-552-7945; (b) via the web at www.scc.virginia.gov; or (c) by mail at 1300 E. Main St. Richmond, VA 23219	The Commission's Consumer Services Division (CSD) at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free), via the CSD website at http://www.icc.illinois.gov/consumer/complaint/ , or by mail to Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701. If the customer needs general information about their service, or wish to obtain educational materials, the customer may contact the Commission at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free) or at http://www.icc.illinois.gov/	PSC at 800-282-8574, by U.S. Mail at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, or visit the web at http://depsc.delaware.gov/. Delaware Division of Public Advocate at 1-888-607-2427 (toll free) or 302-577-5077, by U.S. Mail at 29 South State Street, Dover, DE 19904, by email at public.advocate@state.de.us, or via their website at https://publicadvocate.delaware.gov/	PSC at (800) 492-0474, by U.S. mail at 6 St. Paul Street Baltimore, MD 21202, or via the web at http://www.psc.state.md.us/psc/	DPU: at 1-877-886-5066, by mail at One South Station Boston, MA 02110, or via the web at http://www.mass.gov/eea	BPU at 1-800-624-0241	PUCO Phone at (800) 686-7826 or via the web at www.puco.ohio.gov Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622	PUC at (888) 782-3228 (electric competition hotline) PUC Consumer Hotline at 1-800-692-7380	PSC at (202) 626-5100 or via the web at www.dcpsc.org The Office of the People's Counsel can be reached at (202) 727-3071 or via the web at www.opc-dc.gov

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00260142
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Akron, Ohio 44301
SERVICE ADDRESS: [redacted],Akron, Ohio 44301
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:

Good morning!

For your review I have attached Ms. [redacted] billing statements since the company began billing her account and my calculation for her reimbursement. She did have one final bill with the company that you did not account for, which is the difference in what she is still owed.

Please provide an update on what, if anything has already been sent to her and the additional amount owed of $110.41 (for a total of $526.27). When can she expect to receive this?

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._500t0Fnpvp:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Wednesday, April 03, 2019 9:59 AM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]
Categories:	PUCO Complaint

Good morning,

Regarding PUCO Case ID 00256834;[redacted]:

Following up here, the customer had previously reached out to our Customer Service line. First, the customer contacted us on 2/8/2019 to cancel her accounts. We had additional conversations with the customer, where she had requested a review of her bill. An adjustment was provided to the customer for her February billing cycle. After the customer received her final bill, we are also providing her an adjustment for those electric and gas bills. These adjustments will rerate the customer's final two bills to the rate of her utility. The customer will have effectively received two months at the introductory rate, and two months at the utility's standard offer. We're detailing our calculations below.

Electric:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/3/19	3/1/19	286	$ 53.15	0.05440	15.56	**$ 37.59**
12/29/18	2/2/19	521	$ 124.86	0.05440	28.34	**$ 96.52**
						$ 134.11

Gas:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/28/19	2/26/19	156	$ 290.52	0.29250	45.63	3.31	48.94	**$ 241.58**
12/27/18	1/28/19	165	$ 141.24	0.30200	49.83	3.61	53.44	**$ 87.80**
								$ 329.38

Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: Orpheus Craigue
Sent: Tuesday, March 26, 2019 17:48
To: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]

Good afternoon,

Regarding PUCO Case ID 00256834; [redacted]:

I don't have any record of receiving this complaint on March 7th, or at any point until we received this second request on Saturday, 3/23/2019.

I've attached the TPV recording from this enrollment, as well as the electric and gas confirmation packets mailed to the customer thereafter.

The customer had previously spoken with our Customer Service staff and requested to cancel his accounts, and I see both accounts stopped receiving our supply earlier this month.

I'll check further into these accounts and follow up with you when I have a final response put together. Feel free to reach out if you need anything in the meantime. Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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: Saturday, March 23, 2019 13:54
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256834
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted], Lake Milton, Ohio 44429
AIQ: Palmco Energy OH LLC
NIQ: [redacted]

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 March 7, 2019. Please review the customer's concerns and respond within three business days.

This customer contacted our office in regards to high bill charges. The customer is questioning the rates billed to her account.
When did this customer enroll with the company? What were the terms of the enrollment? Please provide a copy of the TPV, contract and any other materials mailed out to the customer. Did the account renew at any time? If so, was a renewal letter sent? What were the recent rates billed to the customer in the last 6 months? How did the company arrive at these billed rates?

Sincerely,

Militza Grady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

(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._500t0FN4oJ:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Tuesday, March 26, 2019 5:48 PM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]
Attachments:	[redacted] - TPV.mp3; [redacted] - Confirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf
Categories:	PUCO Complaint

Good afternoon,

Regarding PUCO Case ID 00256834; [redacted]:

I don't have any record of receiving this complaint on March 7th, or at any point until we received this second request on Saturday, 3/23/2019.

I've attached the TPV recording from this enrollment, as well as the electric and gas confirmation packets mailed to the customer thereafter.

The customer had previously spoken with our Customer Service staff and requested to cancel his accounts, and I see both accounts stopped receiving our supply earlier this month.

I'll check further into these accounts and follow up with you when I have a final response put together. Feel free to reach out if you need anything in the meantime. Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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: Saturday, March 23, 2019 13:54
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256834 [ref:_00Dt0GzXt._500t0FN4oJ:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256834
CUSTOMER: [redacted]
SERVICE ADDRESS: [redacted] Lake Milton, Ohio 44429
AIQ: Palmco Energy OH LLC
NI[redacted]

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 March 7, 2019. Please review the customer's concerns and respond within three business days.

This customer contacted our office in regards to high bill charges. The customer is questioning the rates billed to her account.
When did this customer enroll with the company? What were the terms of the enrollment? Please provide a copy of the TPV, contract and any other materials mailed out to the customer. Did the account renew at any time? If so, was a renewal letter sent? What were the recent rates billed to the customer in the last 6 months? How did the company arrive at these billed rates?

Sincerely,

Militza Grady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department

(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FN4oJ:ref

Orpheus Craigue

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Friday, March 8, 2019 2:58 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257386 [ref:_00Dt0GzXt._500t0FNJjC:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257386
CUSTOMER:[redacted]
ADDRESS:[redacted], East Liverpool, Ohio 43920
SERVICE ADDRESS:[redacted], East Liverpool, Ohio 43920
AIQ: Palmco Energy OH LLC [redacted]

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 contacted our office to file a dispute regarding the enrollment of his account and the rate with Palmco. The customer stated that he was approached by a salesperson who told him that he had to sign-up with the company. He had to chose one of two plans. He did not know any better so he signed-up. He states that his bill has more than doubled.
Please investigate. When did this account enroll with Palmco? Please provide a copy of the TPV, contract, and any other materials mailed out to the customer. What are the terms of the contract? What is the status of the current enrollment? What are the rates that have been billed to this account for each month while he has been with Palmco? Please review this matter with the salesperson to see why he is approaching customers and advising them that they have to sign-up with the company.

Sincerely,

Tara Jones
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._500t0FNJjC:ref

William Schaaf

From: William Schaaf
Sent: Thursday, March 14, 2019 4:57 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257386 [ref:_00Dt0GzXt._500t0FNJjC:ref]
Attachments: [redacted]

Hello Tara and the PUCO,

Regarding Case # 00257386, [redacted]:

This customer's gas and electric accounts were enrolled in Indra's variable rate plans on 10/12/18, as the result of a door-to-door sale. The enrollment was completed by Ms. [redacted], who indicated she was authorized to enroll the accounts. 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 10/25/18 and 11/12/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of 37 cents per Ccf, after which the rate would vary month-to-month.
Electric Plan: 100%-Green Variable. This included a two-month introductory rate of 5.2 cents per kWh, after which rate would vary month-to-month.

On 3/7/19, Mr. [redacted] contacted our Customer Service line and requested to cancel his gas account Indra. An outbound drop was submitted, and the customer's gas account is scheduled to stop receiving our supply on 3/29/19. The customer's electric account was dropped on 3/14/19, and a service end date will be determined by the customer's electric utility. No termination fees were issued for cancellation. The customer was also added to our Do No Knock list per his request.

Since the customer expressed concerns with his gas bill, in the interest of customer satisfaction and to provide the customer with the effect of an expedited return to his utility's standard offer, we are going to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $92.60 for the billing cycle of 1/29/19 – 2/27/19.

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	65	$121.74	$0.4180	$27.17	$1.97	$29.14	**$92.60**

To clarify one aspect of the customer's complaint, the customer did have the option to enroll in a fixed offer, for both their electric and natural gas, to complement the variable offers that they enrolled under (referring to "had to choose one of two plans" from the text of the complaint).

Additionally, Indra's sales agreement, TPV recording, NOCs, and confirmation packets are all structured to help ensure the customer understands the role of Indra as their electric and/or gas supplier, and to ensure the customer understand their options moving forward. Indra's Code of Conduct specifically states that "*sales representatives shall not suggest*

that enrolling with Indra Energy's supply service is mandatory". The sales agent in question is longer selling on Indra's behalf, so we are unable to obtain a statement from the agent regarding this customer's allegation.

We've included a rate chart below for the customer's gas account.

Begin Read Date	End Read Date	Rate Charged
1/29/2019	2/27/2019	1.7463
12/28/2018	1/29/2019	0.7944
11/27/2018	12/28/2018	0.3700
10/25/2018	11/27/2018	0.3700

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: Tara Jones [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 8, 2019 2:58 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257386 [ref:_00Dt0GzXt._500t0FNJjC:ref]

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

CASE ID: 00257386
CUSTOMER: [redacted]
ADDRESS: [redacted], East Liverpool, Ohio 43920
SERVICE ADDRESS: [redacted], East Liverpool, Ohio 43920
AIQ: Palmco Energy OH LLC [redacted]

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 contacted our office to file a dispute regarding the enrollment of his account and the rate with Palmco. The customer stated that he was approached by a salesperson who told him that he had to sign-up with the company. He had to chose one of two plans. He did not know any better so he signed-up. He states that his bill has more than doubled.
Please investigate. When did this account enroll with Palmco? Please provide a copy of the TPV, contract, and any other materials mailed out to the customer. What are the terms of the contract? What is the status of the current enrollment? What are the rates that have been billed to this account for each month while he has been with Palmco? Please review this matter with the salesperson to see why he is approaching customers and advising them that they have to sign-up with the company.

Sincerely,

Tara Jones
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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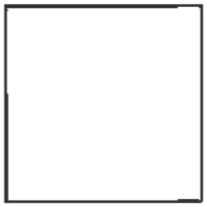

ref:_00Dt0GzXt._500t0FNJjC:ref

Sariah Brinker

From: Drake Riley <contactthepuco@puc.state.oh.us>
Sent: Monday, March 11, 2019 4:02 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258064 [ref:_00Dt0GzXt._500t0FNh6k:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00258064
CUSTOMER: [redacted]
ADDRESS: [redacted], Toledo, Ohio 43613
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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:

Hello,

Ms. [redacted] denies enrolling with your company. She also contends that she is being forced to pay a debt she doesn't owe to then discuss a possible refund.

Please provide all enrollment documentation, TPV, Sales call, T&C's, welcome letter, contract, etc.

What rate has the customer been charged? Did the rate spike recently? If so, why?

Sincerely,

Drake Riley
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Customer Service Supervisor - Electric
(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._500t0FNh6k:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Friday, March 15, 2019 12:31 PM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258064 [ref:_00Dt0GzXt._500t0FNh6k:ref]
Attachments:	[redacted] - Signed Contract.pdf; [redacted] - TPV.mp3; [redacted] - Confirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf; Indra Postcard.pdf
Categories:	PUCO Complaint

Hello Drake,

Regarding PUCO Case ID 00258064; [redacted] I apologize for any delay, but here is our response to Ms. [redacted] complaint-

This customer's enrollment was in Palmco's variable rate plans on 9/20/2017, before we began conducting business under Indra Energy in October 2018. We're attaching the signed contract, TPV recording, and confirmation packets from this enrollment. We're also attaching the postcard mailed to customers explaining the Indra change.

The customer has been billed according to the terms of his variable enrollment with Palmco/Indra. This included a three-month introductory period, after which rates would vary month-to-month. Neither of these products carry termination fees. The customer's most recent gas bill was charged at $1.74629 and the last electric bill at 21.306 cents.

The customer reached out to our Customer Service line on 3/11/2019 with concerns over her electric account and to cancel service with Indra. The electric end date was established of 4/18/19. Upon reviewing this complaint, the gas account was not dropped at the time, but since the customer has expressed dissatisfaction with Indra, it has now been dropped as well, and Columbia Gas will establish a service end date.

We are going to rerate any upcoming bills this customer receives with Indra as her supplier, to help expedite her return to her utility.

The customer has disputed her enrollment with Indra; we've attached all the enrollment documents to explain how this account was enrolled in our service. If you feel any further action is required on our part, please feel free to reach out.

Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

Sariah Brinker

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 10:12 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257975
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio 44319
SERVICE ADDRESS: [redacted], Akron, Ohio 44319
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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: Ms. [redacted] states that a representative came to her home in November 2018. She agreed to a 12-month fixed rate at $3.99 per MCF. On her most recet bill she is being charged $17.36 per MCF. She would like to know she is being charged a high rate?

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Why did the rate go to $17.36 per MCF?
5. Will the customer be re-rated? If so, please provide breakdown of charges and total amount of reimbursement.
6. Any additional information you could provide would be greatly appreciated.

Sincerely,

Andrea Smith
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._500t0FNfRe:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Wednesday, March 27, 2019 9:34 AM
To: Andrea Smith
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Categories: PUCO Complaint

Good morning Andrea,

Regarding PUCO Case ID 00257975 for [redacted]:

Following up on my email below, I believe I can wrap up this customer's case here. The customer was billed according to Palmco/Indra's variable terms; this enrollment included a two-month introductory period, after which the customer's rates would vary month-to-month. This is further detailed in our Terms and Conditions. However, at this point, we've still been unable to locate a signed contract for this customer.

We are going to proceed with a rerate of the customer's electric and gas accounts for the entire time they were serviced by Palmco/Indra; for the electric account, this also includes reimbursement of some late fees I see posted on the account. These adjustments will be sent to the customer's utilities to be applied to accounts, and will provide the customer with the financial effect of having never received our service. If you need any further information, please let us know.

GAS:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/6/19	3/7/19	168	$ 311.41	0.29250	49.14	3.32	52.46	**$ 258.95**
1/8/19	2/6/19	172	$ 146.54	0.30200	51.94	3.51	55.45	**$ 91.09**
12/5/18	1/8/19	152	$ 135.00	0.37120	56.42	3.81	60.23	**$ 74.77**
11/2/18	12/5/18	147	$ 38.22	0.47850	70.34	-	70.34	**$ (32.12)**
10/4/18	11/2/18	62	$ 16.12	0.32550	20.18	-	20.18	**$ (4.06)**
								$ 388.63

ELECTRIC:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/8/19	3/8/19	597	$ 109.09	0.05440	32.48	**$ 76.61**
1/9/19	2/7/19	716	$ 170.73	0.05440	38.95	**$ 131.78**
12/7/18	1/8/19	371	$ 77.43	0.05440	20.18	**$ 57.25**
11/7/18	12/6/18	732	$ 37.33	0.05440	39.82	**$ (2.49)**
10/9/18	11/6/18	392	$ 19.99	0.05440	21.32	**$ (1.33)**
10/9/18	3/8/19		Late Fees		(4.39)	**$ 4.39**
						$ 266.20

Thank you.

Orpheus Craigue – Compliance Officer

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

www.IndraEnergy.com

From: Orpheus Craigue
Sent: Tuesday, March 19, 2019 18:07
To: Andrea Smith <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Hello Andrea,

Regarding PUCO Case ID 00257975; [redacted]:

This customer was enrolled from a door-to-door sale on 8/30/2018. We have not yet been able to locate the signed agreement for this customer, but have attached the TPV recording and confirmation packets mailed following enrollment. Palmco began conducting business under its trade name in October 2018, and we are also attaching the postcard mailed to customers explaining that change.

We have no record of the customer being enrolled in a fixed rate plan. Both of the customers accounts were enrolled in variable rate plans, which carried two-month introductory rates, after which the rates would vary month-to-month.

The customer's electric account was previously dropped, and stopped receiving Indra's supply on 3/7/2019.

We have no record of the customer reaching out to our Customer Service line to discuss her account. However, considering the dissatisfaction the customer has expressed in her PUCO complaint regarding her variable gas service, we determined we would drop the customer's account in order to return her to the standard offer of her utility.

We have not yet calculated any adjustments for this customer's account. We'll be happy to work toward getting this complaint resolved within the next couple days, but in the meantime, are still attempting to locate the customer's signed contract.

Feel free to reach out if you need anything on this case in the meantime. Thank you.

Orpheus Craigue – Compliance Officer

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

www.IndraEnergy.com

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 10:12

To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257975
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio 44319
SERVICE ADDRESS: [redacted], Akron, Ohio 44319
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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: [redacted] **states that a representative came to her home in November 2018. She agreed to a 12-month fixed rate at $3.99 per MCF. On her most recet bill she is being charged $17.36 per MCF. She would like to know she is being charged a high rate?**

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Why did the rate go to $17.36 per MCF?
5. Will the customer be re-rated? If so, please provide breakdown of charges and total amount of reimbursement.
6. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
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._500t0FNfRe:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Tuesday, March 19, 2019 6:07 PM
To:	Andrea Smith
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]
Attachments:	[redacted] - TPV.mp[redacted]onfirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf; Indra Postcard.pdf
Categories:	PUCO Complaint

Hello Andrea,

Regarding PUCO Case ID 00257975; [redacted]

This customer was enrolled from a door-to-door sale on 8/30/2018. We have not yet been able to locate the signed agreement for this customer, but have attached the TPV recording and confirmation packets mailed following enrollment. Palmco began conducting business under its trade name in October 2018, and we are also attaching the postcard mailed to customers explaining that change.

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The customer's electric account was previously dropped, and stopped receiving Indra's supply on 3/7/2019.

We have no record of the customer reaching out to our Customer Service line to discuss her account. However, considering the dissatisfaction the customer has expressed in her PUCO complaint regarding her variable gas service, we determined we would drop the customer's account in order to return her to the standard offer of her utility.

We have not yet calculated any adjustments for this customer's account. We'll be happy to work toward getting this complaint resolved within the next couple days, but in the meantime, are still attempting to locate the customer's signed contract.

Feel free to reach out if you need anything on this case in the meantime. Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 10:12
To: Indra Energy Compliance <Compliance@indraenergy.com>
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Ohio | Public Utilities Commission

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

CASE ID: 00257975
CUSTOMER: [redacted]
ADDRESS: [redacted] Akron, Ohio 44319
SERVICE ADDRESS: [redacted] Akron, Ohio 44319
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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)

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3. Please provide copy of signed contract, TPV and sales call.
4. Why did the rate go to $17.36 per MCF?
5. Will the customer be re-rated? If so, please provide breakdown of charges and total amount of reimbursement.
6. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
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._500t0FNfRe:ref

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

9/4/2018

[redacted]
Akron, OH 44319

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 **Ohio Edison**. You will receive a confirmation notice from **Ohio 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: [redacted]
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 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.

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. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-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.

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 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 (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

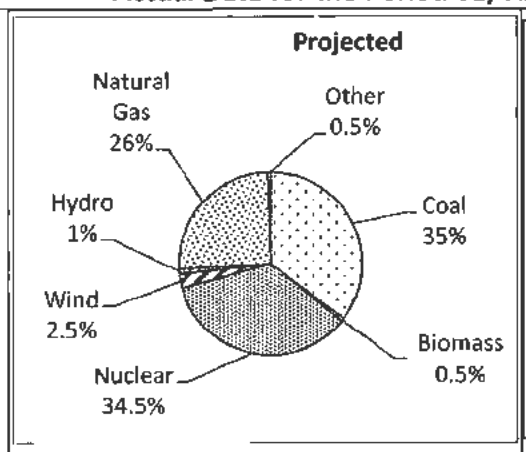
Environmental Disclosure Information – Quarterly Comparisons

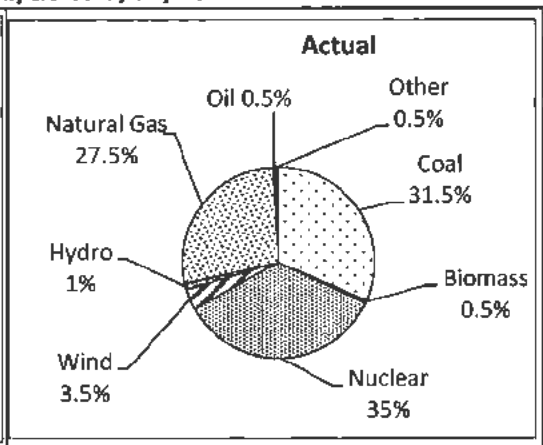
PALMco Power OH, LLC

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 during this period.





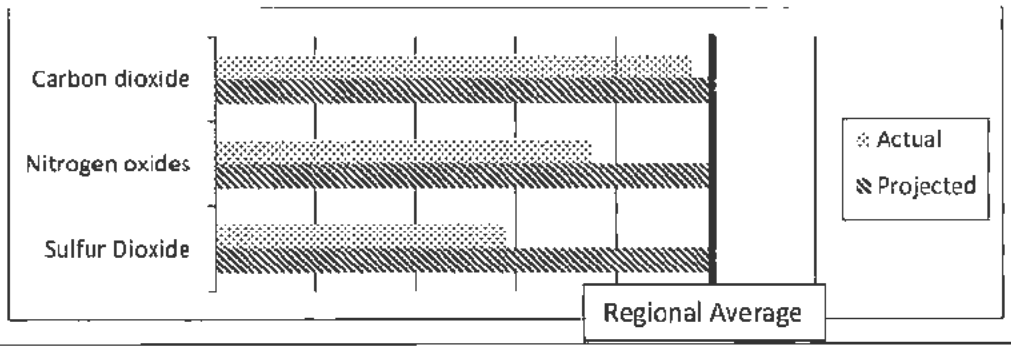
Environmental Characteristics–

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.

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

9/4/2018

[redacted]
Akron, OH 44319

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: [redacted]
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

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

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/ohio-variable-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.

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 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 (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

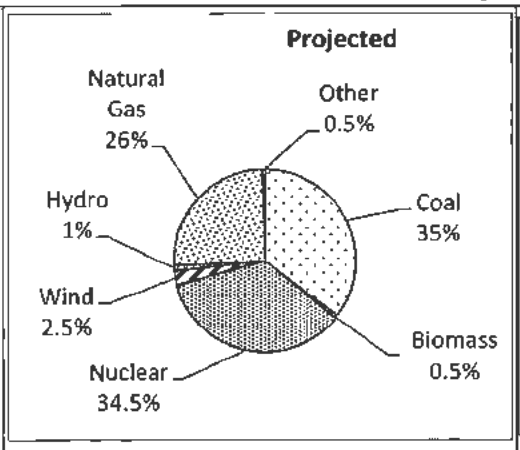
Environmental Disclosure Information – Quarterly Comparisons

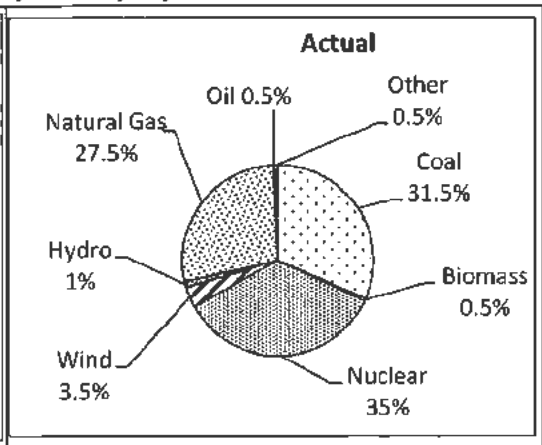
PALMco Power OH, LLC

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 during this period.





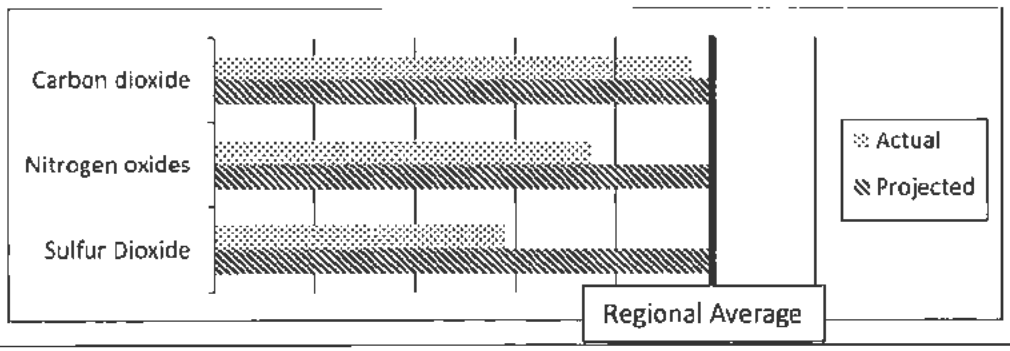
Environmental Characteristics–

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.



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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!

PALMCO ENERGY® → indra® ENERGY

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

PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | PalmcoEnergy.com

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

5/3/2018

[redacted]
Cleveland, OH 44105

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.

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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?

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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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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

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/ohio-variable-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.

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 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 (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

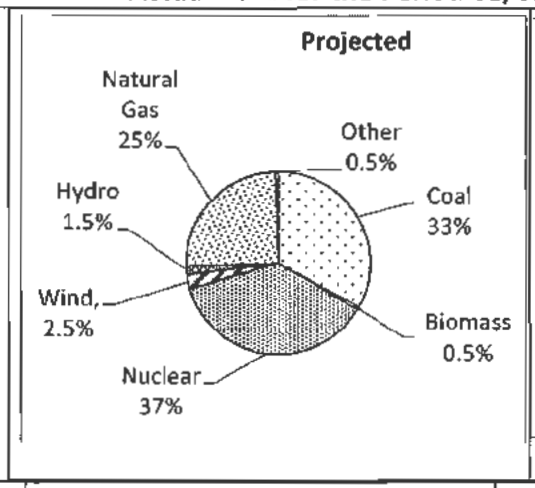
Environmental Disclosure Information – Quarterly Comparisons

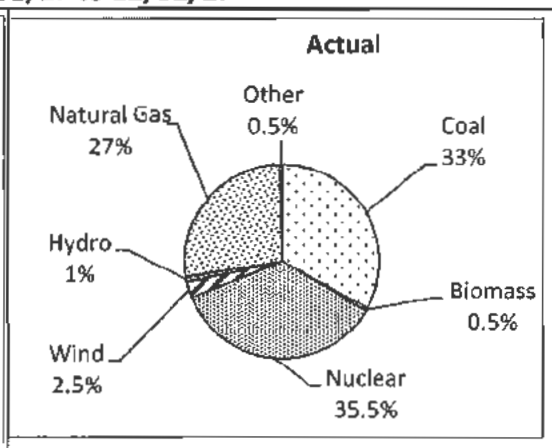
PALMco Power OH, LLC

Projected Data for the 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.





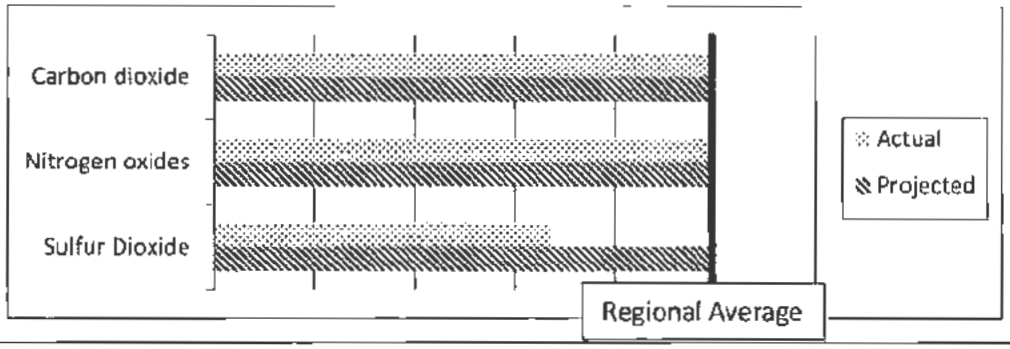
Environmental Characteristics–

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.

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 22, 2019 8:07 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted] Cleveland, Ohio 44105
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:

Inasmuch as Ms. [redacted] complaint alleges that she was given false and misleading information, it is particularly important for the company to produce the sales call. Without that, Ms. [redacted] should be re-rate for the entire period of her enrollment with the company.

Please advise if your efforts to locate it are continuing or if the call is irretrievably lost.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From:	William Schaaf
Sent:	Friday, March 22, 2019 8:19 AM
To:	Michael Coady
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]
Attachments:	Sales Call1.mp3; Sales Call2.mp3; Sales Call3.mp3; Sales Call4.mp3; Sales Call5.mp3

Good morning,

We've located the sales call audio for the customer's enrollment, attached here.

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: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 22, 2019 8:07 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted] Cleveland, Ohio 44105
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:

Inasmuch as Ms. [redacted] complaint alleges that she was given false and misleading information, it is particularly important for the company to produce the sales call. Without that, Ms. [redacted] should be re-rate for the entire period of her enrollment with the company.

Please advise if your efforts to locate it are continuing or if the call is irretrievably lost.

Sincerely,

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

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ref:_00Dt0GzXt._500t0Fn1dl:ref

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Saturday, March 23, 2019 12:32 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted] Cleveland, Ohio 44105
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 be advised that I find the sales calls to be misleading, particularly segments one and five, in that, after the initial introductory period, the customer is told that the company would shop on her behalf to get the best possible rate for her. In fact, in segment one, when the customer tried to clarify that this meant the lowest price, she was told "exactly."

Please also provide the TPVs for the electric enrollments and any sales calls not already provided, including recordings of three-way calls with The Cleveland Electric Illuminating Company.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From: William Schaaf
Sent: Monday, April 01, 2019 9:28 AM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]
Attachments: [redacted] Utility Audio1.mp3; [redacted] Utility Audio2.mp3

Hello Michael,

We've attached the additional audio containing the calls between the customer and her gas utility, DEO. At the time of enrollment, the customer had enrolled the four gas accounts listed below. We do not have any electric accounts on file for this customer.

ServiceAddress	Commodity	Utility	AccountNumber	ServiceStartDate	ServiceEndDate
10404 Harvard Ave Apt 2	Gas	DEO	[redacted]	5/30/2018	3/29/2019
10404 Harvard Ave Apt 3	Gas	DEO	[redacted]	5/30/2018	3/29/2019
12200 Buckeye Rd	Gas	DEO	[redacted]	5/25/2018	8/29/2018
9814 Miles Ave	Gas	DEO	[redacted]	5/30/2018	8/31/2018

At this point, the customer's accounts have all stopped receiving our supply. If there's any further action you'd like us to take with these accounts, please let us know.

Thank you.

William Schaaf – Asst. Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: William Schaaf
Sent: Friday, March 29, 2019 3:58 PM
To: Michael Coady <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Good afternoon,

We're still working on the request for additional audio. We'll get back to you as soon as we can.

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: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 29, 2019 9:15 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER:
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted],Cleveland, Ohio 44105
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 be advised that I find the sales calls to be misleading, particularly segments one and five, in that, after the initial introductory period, the customer is told that the company would shop on her behalf to get the best possible rate for her. In fact, in segment one, when the customer tried to clarify that this meant the lowest price, she was told "exactly."

Please also provide the TPVs for the electric enrollments and any sales calls not already provided, including recordings of three-way calls with The Cleveland Electric Illuminating Company.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Friday, April 05, 2019 2:44 PM
To:	Michael Coady
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Hello Michael,

We don't control how the sales tax is billed to the customer. I believe this is determined on the utility side.

Orpheus Craigue – Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Thursday, April 4, 2019 11:48
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted]
[redacted] Cleveland, Ohio 44105
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted] & [redacted]
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:

I noticed that with both of these accounts, there was no sales tax charged after the service period ending July 30, 2018.

Please advise.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From:	Michael Coady <contactthepuco@puc.state.oh.us>
Sent:	Tuesday, April 09, 2019 1:00 PM
To:	Indra Energy Compliance
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]
Attachments:	[redacted]_pdf.html; Gas Refund calculation [redacted]._xlsx.html; Gas Refund calculation [redacted]._xlsx.html; [redacted]accounts_pdf.html; [redacted] bills_pdf.html

Ohio | **Public Utilities Commission**

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted]
[redacted] Cleveland, Ohio 44105
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:

I have attached my calculations and supporting documentation for this customer's refund for the accounts referenced above. She would like her refund mailed directly to her at the following address:

[redacted]
Cleveland, Ohio 44105

Please advise when she can expect to receive her refund check.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From:	William Schaaf
Sent:	Friday, April 12, 2019 3:38 PM
To:	Michael Coady
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Hello Michael,

We are processing the adjustments you provided here and will be sending a check directly to the customer at the address you provided below. I would expect the customer to receive the check within the next 10 days.

William Schaaf – Asst. Compliance Officer

indra ENERGY

www.IndraEnergy.com

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

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 9, 2019 1:00 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted]
[redacted] Cleveland, Ohio 44105
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:

I have attached my calculations and supporting documentation for this customer's refund for the accounts referenced above. She would like her refund mailed directly to her at the following address:

[redacted]
Cleveland, Ohio 44105

Please advise when she can expect to receive her refund check.

Sincerely,

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

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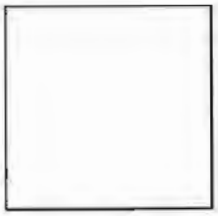


ref:_00Dt0GzXt._500t0Fn1dl:ref

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

5/3/2018

[redacted]
Cleveland, OH 44105

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: [redacted]
Rate Plan: **Introductory Rate of $2.30000/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

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

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/ohio-variable-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.

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 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 (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

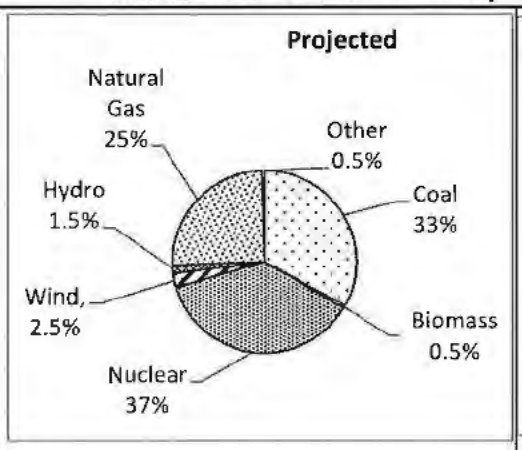
Environmental Disclosure Information – Quarterly Comparisons

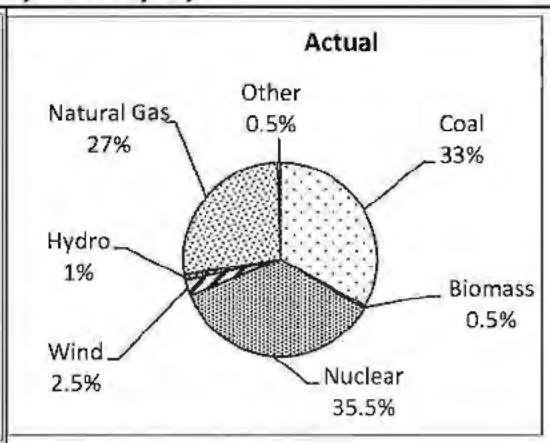
PALMco Power OH, LLC

Projected Data for the 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.





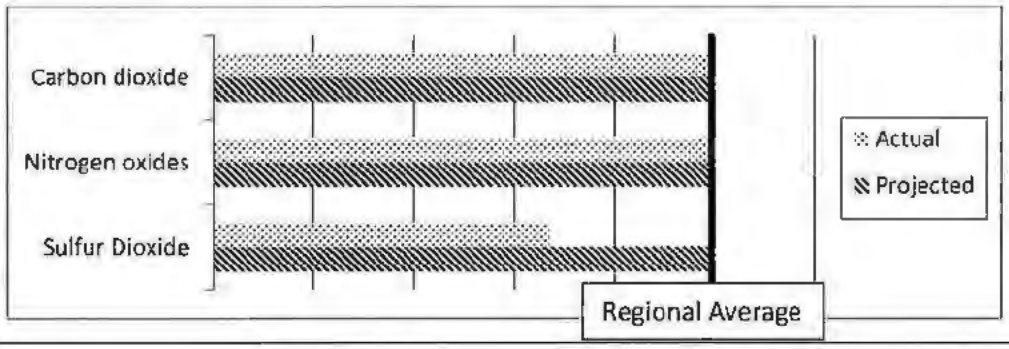
Environmental Characteristics–

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.

Sariah Brinker

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 10:12 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257975
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio 44319
SERVICE ADDRESS: [redacted], Akron, Ohio 44319
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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: Ms. [redacted] states that a representative came to her home in November 2018. She agreed to a 12-month fixed rate at $3.99 per MCF. On her most recet bill she is being charged $17.36 per MCF. She would like to know she is being charged a high rate?

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Why did the rate go to $17.36 per MCF?
5. Will the customer be re-rated? If so, please provide breakdown of charges and total amount of reimbursement.
6. Any additional information you could provide would be greatly appreciated.

Sincerely,

Andrea Smith
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._500t0FNfRe:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Wednesday, March 27, 2019 9:34 AM
To: Andrea Smith
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Categories: PUCO Complaint

Good morning Andrea,

Regarding PUCO Case ID 00257975 for [redacted]:

Following up on my email below, I believe I can wrap up this customer's case here. The customer was billed according to Palmco/Indra's variable terms; this enrollment included a two-month introductory period, after which the customer's rates would vary month-to-month. This is further detailed in our Terms and Conditions. However, at this point, we've still been unable to locate a signed contract for this customer.

We are going to proceed with a rerate of the customer's electric and gas accounts for the entire time they were serviced by Palmco/Indra; for the electric account, this also includes reimbursement of some late fees I see posted on the account. These adjustments will be sent to the customer's utilities to be applied to accounts, and will provide the customer with the financial effect of having never received our service. If you need any further information, please let us know.

GAS:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/6/19	3/7/19	168	$ 311.41	0.29250	49.14	3.32	52.46	**$ 258.95**
1/8/19	2/6/19	172	$ 146.54	0.30200	51.94	3.51	55.45	**$ 91.09**
12/5/18	1/8/19	152	$ 135.00	0.37120	56.42	3.81	60.23	**$ 74.77**
11/2/18	12/5/18	147	$ 38.22	0.47850	70.34	-	70.34	**$ (32.12)**
10/4/18	11/2/18	62	$ 16.12	0.32550	20.18	-	20.18	**$ (4.06)**
								$ 388.63

ELECTRIC:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
2/8/19	3/8/19	597	$ 109.09	0.05440	32.48	**$ 76.61**
1/9/19	2/7/19	716	$ 170.73	0.05440	38.95	**$ 131.78**
12/7/18	1/8/19	371	$ 77.43	0.05440	20.18	**$ 57.25**
11/7/18	12/6/18	732	$ 37.33	0.05440	39.82	**$ (2.49)**
10/9/18	11/6/18	392	$ 19.99	0.05440	21.32	**$ (1.33)**
10/9/18	3/8/19		Late Fees		(4.39)	**$ 4.39**
						$ 266.20

Thank you.

Orpheus Craigue – Compliance Officer

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

www.IndraEnergy.com

From: Orpheus Craigue
Sent: Tuesday, March 19, 2019 18:07
To: Andrea Smith <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Hello Andrea,

Regarding PUCO Case ID 00257975; [redacted]:

This customer was enrolled from a door-to-door sale on 8/30/2018. We have not yet been able to locate the signed agreement for this customer, but have attached the TPV recording and confirmation packets mailed following enrollment. Palmco began conducting business under its trade name in October 2018, and we are also attaching the postcard mailed to customers explaining that change.

We have no record of the customer being enrolled in a fixed rate plan. Both of the customers accounts were enrolled in variable rate plans, which carried two-month introductory rates, after which the rates would vary month-to-month.

The customer's electric account was previously dropped, and stopped receiving Indra's supply on 3/7/2019.

We have no record of the customer reaching out to our Customer Service line to discuss her account. However, considering the dissatisfaction the customer has expressed in her PUCO complaint regarding her variable gas service, we determined we would drop the customer's account in order to return her to the standard offer of her utility.

We have not yet calculated any adjustments for this customer's account. We'll be happy to work toward getting this complaint resolved within the next couple days, but in the meantime, are still attempting to locate the customer's signed contract.

Feel free to reach out if you need anything on this case in the meantime. Thank you.

Orpheus Craigue – Compliance Officer

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

www.IndraEnergy.com

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 10:12

To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257975
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio 44319
SERVICE ADDRESS: [redacted], Akron, Ohio 44319
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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: [redacted] **states that a representative came to her home in November 2018. She agreed to a 12-month fixed rate at $3.99 per MCF. On her most recet bill she is being charged $17.36 per MCF. She would like to know she is being charged a high rate?**

1. Do you have record of customer?
2. If so, when and how was the customer signed up?
3. Please provide copy of signed contract, TPV and sales call.
4. Why did the rate go to $17.36 per MCF?
5. Will the customer be re-rated? If so, please provide breakdown of charges and total amount of reimbursement.
6. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
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._500t0FNfRe:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Tuesday, March 19, 2019 6:07 PM
To:	Andrea Smith
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]
Attachments:	[redacted] - TPV.mp[redacted]onfirmation Pack Electric.pdf; [redacted] - Confirmation Pack Gas.pdf; Indra Postcard.pdf
Categories:	PUCO Complaint

Hello Andrea,

Regarding PUCO Case ID 00257975; [redacted]

This customer was enrolled from a door-to-door sale on 8/30/2018. We have not yet been able to locate the signed agreement for this customer, but have attached the TPV recording and confirmation packets mailed following enrollment. Palmco began conducting business under its trade name in October 2018, and we are also attaching the postcard mailed to customers explaining that change.

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We have no record of the customer reaching out to our Customer Service line to discuss her account. However, considering the dissatisfaction the customer has expressed in her PUCO complaint regarding her variable gas service, we determined we would drop the customer's account in order to return her to the standard offer of her utility.

We have not yet calculated any adjustments for this customer's account. We'll be happy to work toward getting this complaint resolved within the next couple days, but in the meantime, are still attempting to locate the customer's signed contract.

Feel free to reach out if you need anything on this case in the meantime. Thank you.

Orpheus Craigue – Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: Andrea Smith <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 10:12
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257975 [ref:_00Dt0GzXt._500t0FNfRe:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00257975
CUSTOMER: [redacted]
ADDRESS: [redacted] Akron, Ohio 44319
SERVICE ADDRESS: [redacted] Akron, Ohio 44319
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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)

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4. Why did the rate go to $17.36 per MCF?
5. Will the customer be re-rated? If so, please provide breakdown of charges and total amount of reimbursement.
6. Any additional information you could provide would be greatly appreciated.

Sincerely,
Andrea Smith
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._500t0FNfRe:ref

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

9/4/2018

[redacted]
Akron, OH 44319

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 **Ohio Edison**. You will receive a confirmation notice from **Ohio 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: [redacted]
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 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.

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. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-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.

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 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 (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

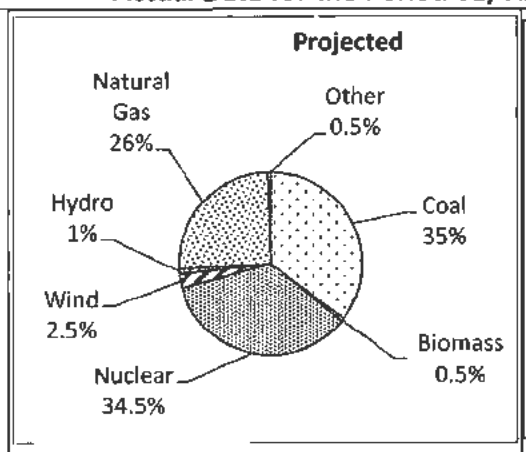
Environmental Disclosure Information – Quarterly Comparisons

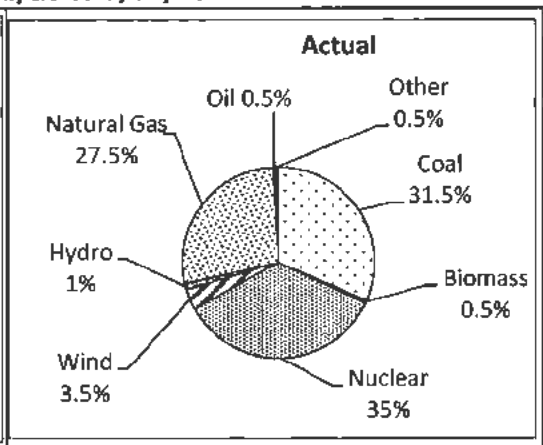
PALMco Power OH, LLC

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 during this period.





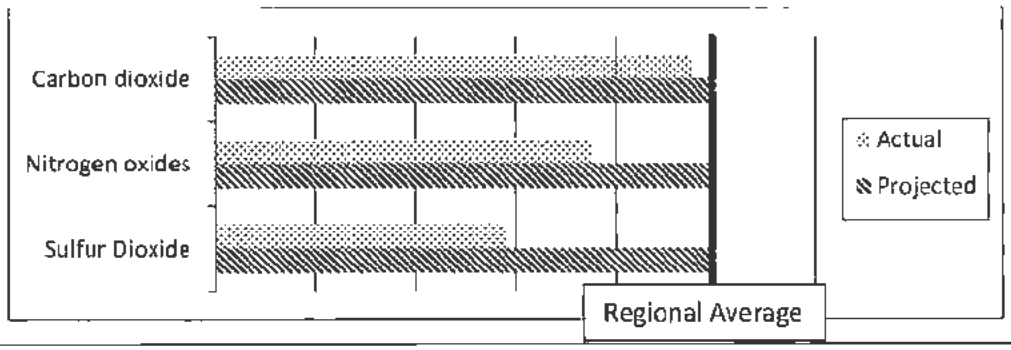
Environmental Characteristics–

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.

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

9/4/2018

[redacted]
Akron, OH 44319

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: [redacted]
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

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

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/ohio-variable-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.

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 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 (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

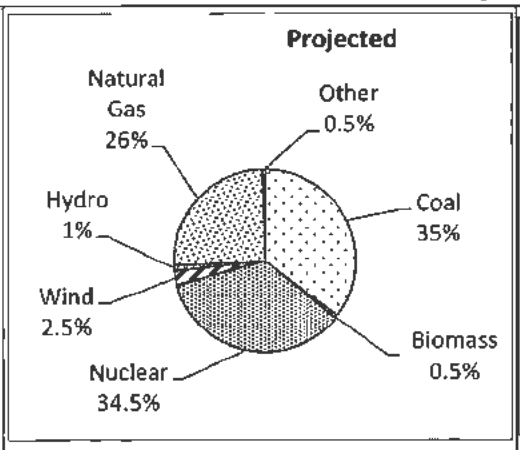
Environmental Disclosure Information – Quarterly Comparisons

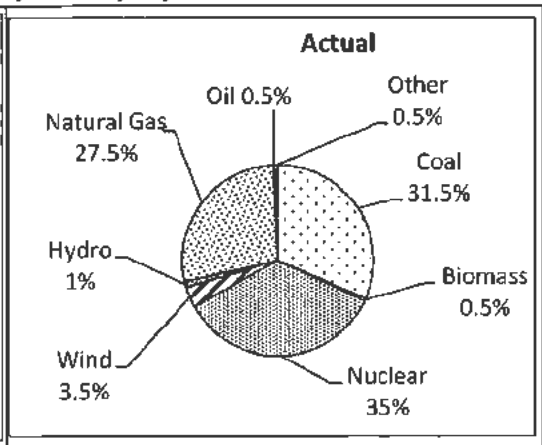
PALMco Power OH, LLC

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 during this period.





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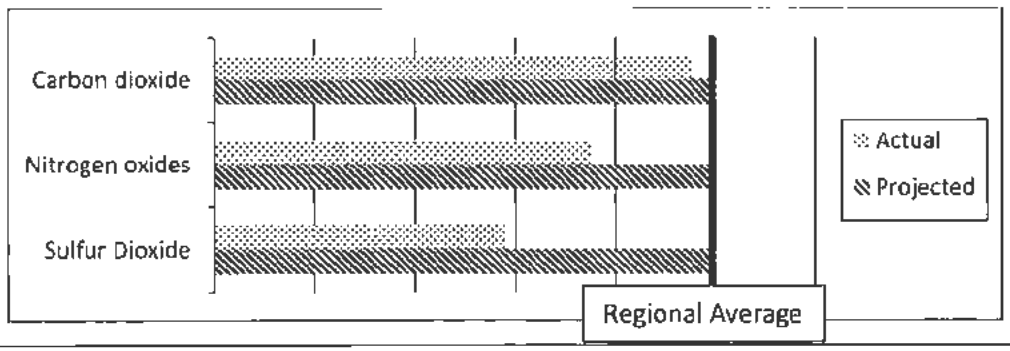

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With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.

SOMETHING NEW IS COMING!

PALMCO ENERGY® → indra® ENERGY

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

PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | PalmcoEnergy.com

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

5/3/2018

[redacted]
Cleveland, OH 44105

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.

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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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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

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/ohio-variable-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.

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 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 (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

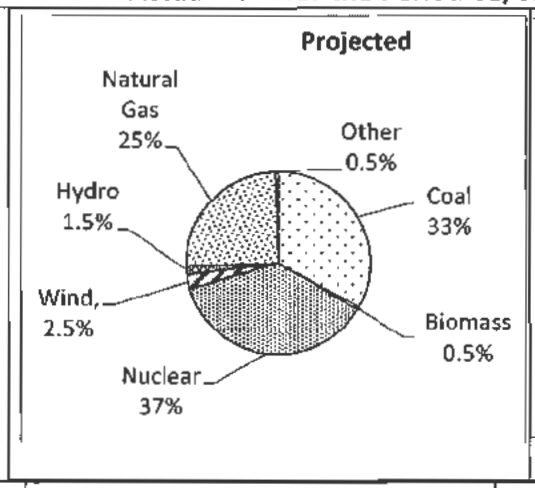
Environmental Disclosure Information – Quarterly Comparisons

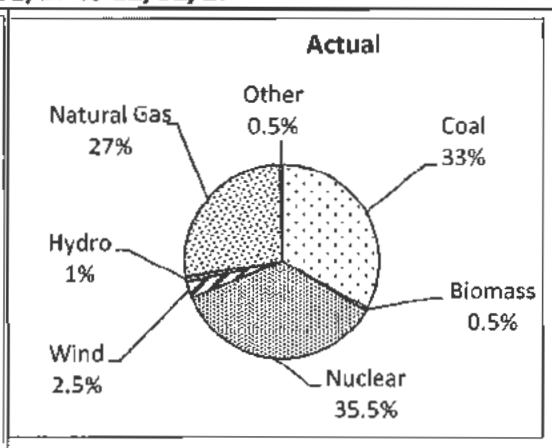
PALMco Power OH, LLC

Projected Data for the 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.





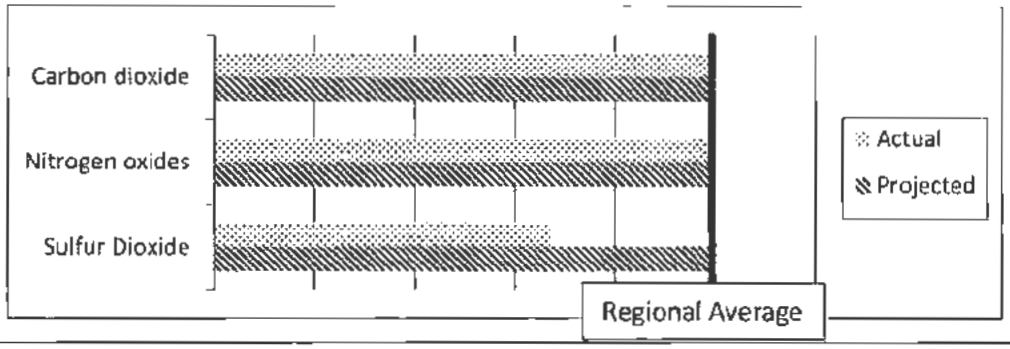
Environmental Characteristics–

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.

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 22, 2019 8:07 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted] Cleveland, Ohio 44105
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:

Inasmuch as Ms. [redacted] complaint alleges that she was given false and misleading information, it is particularly important for the company to produce the sales call. Without that, Ms. [redacted] should be re-rate for the entire period of her enrollment with the company.

Please advise if your efforts to locate it are continuing or if the call is irretrievably lost.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From:	William Schaaf
Sent:	Friday, March 22, 2019 8:19 AM
To:	Michael Coady
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]
Attachments:	Sales Call1.mp3; Sales Call2.mp3; Sales Call3.mp3; Sales Call4.mp3; Sales Call5.mp3

Good morning,

We've located the sales call audio for the customer's enrollment, attached here.

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: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 22, 2019 8:07 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted] Cleveland, Ohio 44105
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:

Inasmuch as Ms. [redacted] complaint alleges that she was given false and misleading information, it is particularly important for the company to produce the sales call. Without that, Ms. [redacted] should be re-rate for the entire period of her enrollment with the company.

Please advise if your efforts to locate it are continuing or if the call is irretrievably lost.

Sincerely,

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

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ref:_00Dt0GzXt._500t0Fn1dl:ref

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Saturday, March 23, 2019 12:32 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted] Cleveland, Ohio 44105
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 be advised that I find the sales calls to be misleading, particularly segments one and five, in that, after the initial introductory period, the customer is told that the company would shop on her behalf to get the best possible rate for her. In fact, in segment one, when the customer tried to clarify that this meant the lowest price, she was told "exactly."

Please also provide the TPVs for the electric enrollments and any sales calls not already provided, including recordings of three-way calls with The Cleveland Electric Illuminating Company.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From: William Schaaf
Sent: Monday, April 01, 2019 9:28 AM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]
Attachments: [redacted] Utility Audio1.mp3; [redacted] Utility Audio2.mp3

Hello Michael,

We've attached the additional audio containing the calls between the customer and her gas utility, DEO. At the time of enrollment, the customer had enrolled the four gas accounts listed below. We do not have any electric accounts on file for this customer.

ServiceAddress	Commodity	Utility	AccountNumber	ServiceStartDate	ServiceEndDate
10404 Harvard Ave Apt 2	Gas	DEO	[redacted]	5/30/2018	3/29/2019
10404 Harvard Ave Apt 3	Gas	DEO	[redacted]	5/30/2018	3/29/2019
12200 Buckeye Rd	Gas	DEO	[redacted]	5/25/2018	8/29/2018
9814 Miles Ave	Gas	DEO	[redacted]	5/30/2018	8/31/2018

At this point, the customer's accounts have all stopped receiving our supply. If there's any further action you'd like us to take with these accounts, please let us know.

Thank you.

William Schaaf – Asst. Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: William Schaaf
Sent: Friday, March 29, 2019 3:58 PM
To: Michael Coady <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Good afternoon,

We're still working on the request for additional audio. We'll get back to you as soon as we can.

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: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 29, 2019 9:15 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER:
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted],Cleveland, Ohio 44105
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 be advised that I find the sales calls to be misleading, particularly segments one and five, in that, after the initial introductory period, the customer is told that the company would shop on her behalf to get the best possible rate for her. In fact, in segment one, when the customer tried to clarify that this meant the lowest price, she was told "exactly."

Please also provide the TPVs for the electric enrollments and any sales calls not already provided, including recordings of three-way calls with The Cleveland Electric Illuminating Company.

Sincerely,

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

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ref:_00Dt0GzXt._500t0Fn1dl:ref

Sariah Brinker

From:	Orpheus Craigue
Sent:	Friday, April 05, 2019 2:44 PM
To:	Michael Coady
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Hello Michael,

We don't control how the sales tax is billed to the customer. I believe this is determined on the utility side.

Orpheus Craigue – Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Thursday, April 4, 2019 11:48
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted]
[redacted] Cleveland, Ohio 44105
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted] & [redacted]
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:

I noticed that with both of these accounts, there was no sales tax charged after the service period ending July 30, 2018.

Please advise.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From:	Michael Coady <contactthepuco@puc.state.oh.us>
Sent:	Tuesday, April 09, 2019 1:00 PM
To:	Indra Energy Compliance
Subject:	PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]
Attachments:	[redacted]_pdf.html; Gas Refund calculation · [redacted]_xlsx.html; Gas Refund calculation · [redacted]_xlsx.html; [redacted]accounts_pdf.html; [redacted] bills_pdf.html

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted]
[redacted] Cleveland, Ohio 44105
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:

I have attached my calculations and supporting documentation for this customer's refund for the accounts referenced above. She would like her refund mailed directly to her at the following address:

[redacted]
Cleveland, Ohio 44105

Please advise when she can expect to receive her refund check.

Sincerely,

Michael Coady
Public Utilities Commission of Ohio
Service Monitoring and Enforcement Department
Lead 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._500t0Fn1dl:ref

Sariah Brinker

From:	William Schaaf
Sent:	Friday, April 12, 2019 3:38 PM
To:	Michael Coady
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

Hello Michael,

We are processing the adjustments you provided here and will be sending a check directly to the customer at the address you provided below. I would expect the customer to receive the check within the next 10 days.

William Schaaf – Asst. Compliance Officer

indra ENERGY

www.IndraEnergy.com

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

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 9, 2019 1:00 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00258520
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio 44105
SERVICE ADDRESS: [redacted]
[redacted] Cleveland, Ohio 44105
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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:

I have attached my calculations and supporting documentation for this customer's refund for the accounts referenced above. She would like her refund mailed directly to her at the following address:

[redacted]
Cleveland, Ohio 44105

Please advise when she can expect to receive her refund check.

Sincerely,

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

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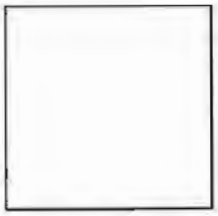


ref:_00Dt0GzXt._500t0Fn1dl:ref

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

5/3/2018

[redacted]
Cleveland, OH 44105

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: [redacted]
Rate Plan: **Introductory Rate of $2.30000/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

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

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/ohio-variable-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.

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 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 (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

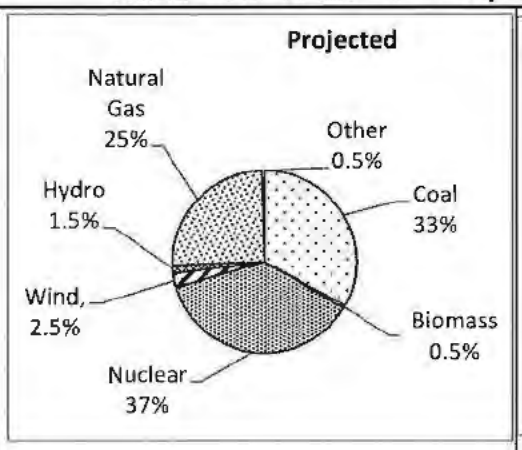
Environmental Disclosure Information – Quarterly Comparisons

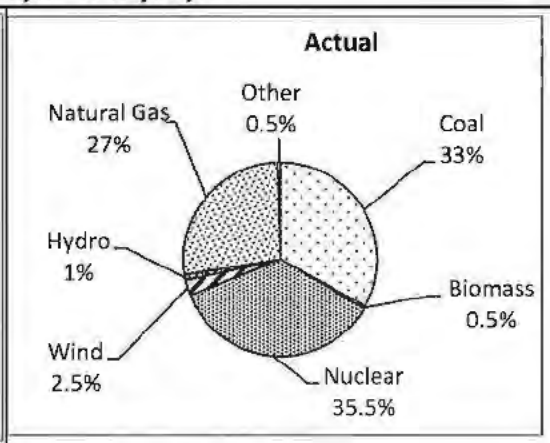
PALMco Power OH, LLC

Projected Data for the 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.





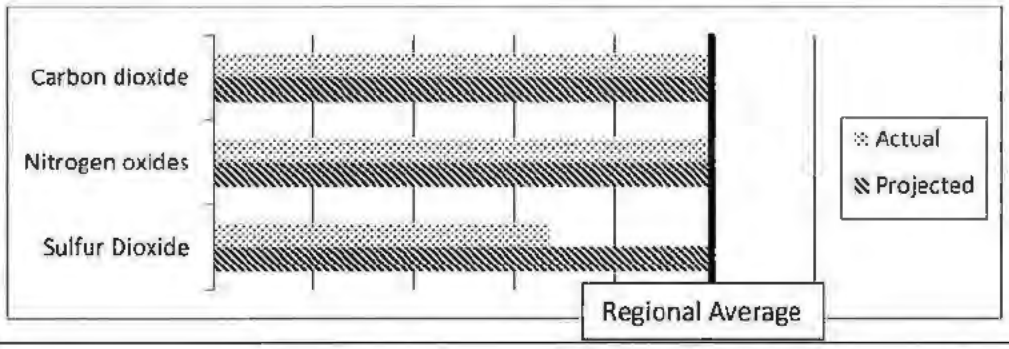
Environmental Characteristics–

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.

Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, March 18, 2019 5:15 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259063 [ref:_00Dt0GzXt._500t0FnIPO:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00259063
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Akron, Ohio 44313
SERVICE ADDRESS: [redacted] Akron, Ohio 44313
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]

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 that she was advised that her rate would never go above $4. Customer enrolled in Indra service in October 2017. Palmco said that they would make an adjustment to $4 for 1 month and $7 for 12 months, but that is still rather high and they never agreed to waive the $17 charges. Her bill is asking for $456.51.

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.

Sariah Brinker

From: William Schaaf
Sent: Friday, March 22, 2019 12:40 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259063 [ref:_00Dt0GzXt._500t0FnIPO:ref]
Attachments: [redacted]TPV.mp3; [redacted] Agreement.pdf; [redacted]-Electric Confirmation Package.pdf; [redacted]-Gas Confirmation Package Acct # 0180004785840.pdf; [redacted]-Gas Confirmation Package Acct #0180005558840.pdf; D2D Master Sales Script 9-21-17.pdf

Hello Kelly and the PUCO,

Regarding Case # 00259063, [redacted]:

Ms. [redacted] enrolled two gas accounts and one electric account in Palmco's variable rate plans on 11/28/17, as the result of a door-to-door sale. We've attached the signed agreement and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service.

Gas Plan: Variable. This included a three-month introductory rate of $2.79 per Mcf, after which the rate would vary month-to-month. No ETFs.
Electric Plan: Variable. This included a three-month introductory rate of $0.0549 per kWh, after which rate would vary month-to-month. No ETFs.

On 2/2/18, we received an inbound drop for one the customer's gas accounts [redacted], which was processed without penalty. This account stopped receiving our supply on 2/1/18.

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.

On 3/15/19, Ms. [redacted] contacted our Customer Service line regarding her most recent gas bill for acct # [redacted] and was advised that her account would be escalated for further review. Upon review, in the interest of customer satisfaction, we determined that we would rerate the customer's most recent gas bill to the rate we have on file for her gas utility ($3.02 per Mcf), resulting in an adjustment of $216.89 for the billing cycle of 1/24/19 – 2/22/19. We attempted to follow up with the customer to inform her of this adjustment, but have only been able to leave voicemail messages. The customer's accounts have been dropped, and service dates will be determined by her gas and electric utilities.

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

William Schaaf – Asst. Compliance Officer

indra ENERGY

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: Monday, March 18, 2019 5:15 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00259063 [ref:_00Dt0GzXt._500t0FnIPO:ref]

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

CASE ID: 00259063
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted] Akron, Ohio 44313
SERVICE ADDRESS: [redacted], Akron, Ohio 44313
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]

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 that she was advised that her rate would never go above $4. Customer enrolled in Indra service in October 2017. Palmco said that they would make an adjustment to $4 for 1 month and $7 for 12 months, but that is still rather high and they never agreed to waive the $17 charges. Her bill is asking for $456.51.

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._500t0FnlPO:ref

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

PALMco ENERGY

PALMco Energy OH, LLC / PALMco Power OH, LLC

NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT (OHIO)

V.E.17-09.07

CUSTOMER INFORMATION

Customer Name: [redacted] **Relationship to Account Holder:** Acct Holder

Buyer's Date of Birth (mandatory) [redacted] **Full Tax ID** (commercial accounts) _____

E-mail Address: [redacted]
Please provide us with your e-mail address to activate [redacted] account. Providing your email address will allow you to access your customer portal and activate promotions and incentives. PALMco does not sell, provide or share your e-mail information with third parties.

Service Address: [redacted] **City:** Akron **State:** OH **Zip Code:** 44313

Billing Address (If Different): _____ **City:** _____ **State:** _____ **Zip Code:** _____

Phone Number [redacted] ☑ **Mobile** ☐ **Home**

ACCOUNT INFORMATION

Third Party Verification # (TPV): [redacted]

Account Holder's Name on Electricity Account: [redacted]

Electricity Utility Account Number: [redacted] **Budget Billing:** ☐ Yes ☑ No

Introductory Electricity Variable Rate Supply:	Duke Energy _____ Per kWh (Account Number 10 digits)	DP&L _____ Per kWh (Account Number 10 digits)	AEP _____ Per kWh (Customer Number 17 digits)
	Toledo Edison _____ Per kWh (Customer Number 20 digits)	Illuminating Company _____ Per kWh (Customer Number 20 digits)	Ohio Edison 0.05290 Per kWh (Customer Number 20 digits)

You will pay the introductory 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 transportation, delivery, or other charges that your electricity utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account: [redacted]

Natural Gas Utility Account Number: [redacted] **Budget Billing:** ☐ Yes ☐ No

Introductory Natural Gas Variable Rate Supply:	Duke Energy _____ Per Ccf (Account Number 10 digits)	Dominion $2.79 Per MCF (Account Number 13 digits)	Columbia Gas Ohio _____ Per Ccf (Service Delivery 12 digits)	Vectren _____ Per Ccf (Account Number 16 digits)

You will pay the introductory 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 transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

Enrollment Promotion ☑ Let us treat you to Dinner!

ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL

Please Read Carefully and Initial in the Appropriate Spaces — **Initials**

1. The representative stated that he/she was representing PALMco and was not from the natural gas and/or electricity distribution company. [redacted]
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my natural gas and/or electricity.
3. The representative explained to me the price for electricity and/or natural gas under this contract.
4. The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decides to cancel the contract.
5. The representative explained my right to cancel.
6. The representative left two completed right to cancel notices with me.
7. The representative disclosed that no early termination liability fee would apply if I cancel the contract.

This is an agreement, together with the Terms and Conditions, 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 above (or in any 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 above (or in any addendum) at a price as described in this Agreement. 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. **(F)** Your incumbent gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

For: *PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)* By: [redacted]
BUYER'S NAME (PRINT)

By: Matthew Bowen (G5Q51001) By: [redacted]
REPRESENTATIVE'S NAME (PRINT) ID NUMBER BUYER'S SIGNATURE

By: [signature] Date: 11/28/17
REPRESENTATIVE'S SIGNATURE MONTH / DAY / YEAR

OH-E 10083172

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

PALMco Energy OH, LLC / PALMco Power OH, LLC

NATURAL GAS & ELECTRIC POWER SUPPLY AGREEMENT (OHIO)

V.E.17-09.07

CUSTOMER INFORMATION

Customer Name: [redacted] **Relationship to Account Holder:** Acct Holder

Buyer's Date of Birth (mandatory) [redacted] **Full Tax ID** (commercial accounts)

E-mail Address: [redacted]

Please provide us with your e-mail address to authorize us to send notices about your account. Providing your email address will allow you to access your customer portal and activate promotions and incentives. PALMco does not sell, provide or share your e-mail information with third parties.

Service Address: [redacted] **City:** Akron **State:** OH **Zip Code:** 44302

Billing Address (If Different): [redacted] **City:** Akron **State:** OH **Zip Code:** 44313

Phone Number: [redacted] ☑ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV): [redacted]

Account Holder's Name on Electricity Account: [redacted]

Electricity Utility Account Number: Budget Billing: ☐ Yes ☑ No

Introductory Electricity Variable Rate Supply:	Duke Energy _____ Per kWh (Account Number 10 digits)	DP&L _____ Per kWh (Account Number 10 digits)	AEP _____ Per kWh (Customer Number 17 digits)
	Toledo Edison _____ Per kWh (Customer Number 20 digits)	Illuminating Company _____ Per kWh (Customer Number 20 digits)	Ohio Edison 0.0 Per kWh (Customer Number 20 digits)

You will pay the introductory 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 transportation, delivery, or other charges that your electricity utility may impose. For full details see the Pricing section in the Terms and Conditions.

Account Holder's Name on Natural Gas Account: [redacted]

Natural Gas Utility Account Number: [redacted] Budget Billing: ☐ Yes ☑ No

Introductory Natural Gas Variable Rate Supply:	Duke Energy _____ Per Ccf (Account Number 10 digits)	Dominion $2.79 Per MCF (Account Number 13 digits)	Columbia Gas Ohio _____ Per Ccf (Service Delivery 12 digits)	Vectren _____ Per Ccf (Account Number 16 digits)

You will pay the introductory 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 transportation, delivery, or other charges that your natural gas utility may impose. For full details see the Pricing section in the Terms and Conditions.

Enrollment Promotion ☑ Let us treat you to Dinner!

ACKNOWLEDGEMENT FORM FOR NATURAL GAS AND ELECTRICITY RESIDENTIAL AND SMALL COMMERCIAL

Please Read Carefully and Initial in the Appropriate Spaces — **Initials**

1. The representative stated that he/she was representing PALMco and was not from the natural gas and/or electricity distribution company. [redacted]
2. The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my natural gas and/or electricity.
3. The representative explained to me the price for electricity and/or natural gas under this contract.
4. The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decides to cancel the contract.
5. The representative explained my right to cancel.

The representative left two completed right to cancel notices with me.

The representative disclosed that no early termination liability fee would apply if I cancel the contract.

This is an agreement, together with the Terms and Conditions, 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 above (or in any 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 above (or in any addendum) at a price as described in this Agreement. 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. **(F)** Your incumbent gas and/or electric utility may charge you switching fees. **(G)** There are no cancellation fees under this Agreement.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.

For: *PALMco Power OH, LLC and/or PALMco Energy OH, LLC (Seller)* By: [redacted]

By: Matthew Bruen (CSQ51001) By: [redacted]

REPRESENTATIVE'S NAME (PRINT) ID NUMBER BUYER'S SIGNATURE

By: M B Date: 11/28/17

OH-E 10083173

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

11/30/2017

[redacted]
Akron, OH 44313

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 **Ohio Edison**. You will receive a confirmation notice from **Ohio 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: [redacted]
Rate Plan: **Introductory Rate of $0.05490 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

PALMCO ENERGY

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. 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.

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.

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 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 (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 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.17-09.06

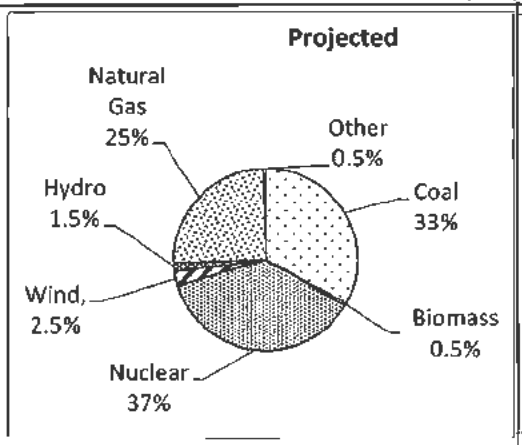
Environmental Disclosure Information – Quarterly Comparisons

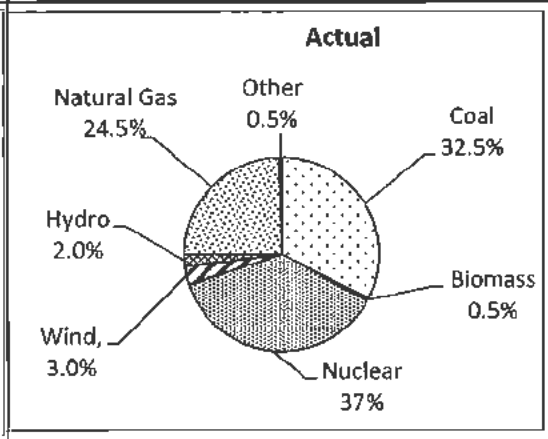
PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

Actual Data for the Period 01/01/17 to 06/30/17

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.





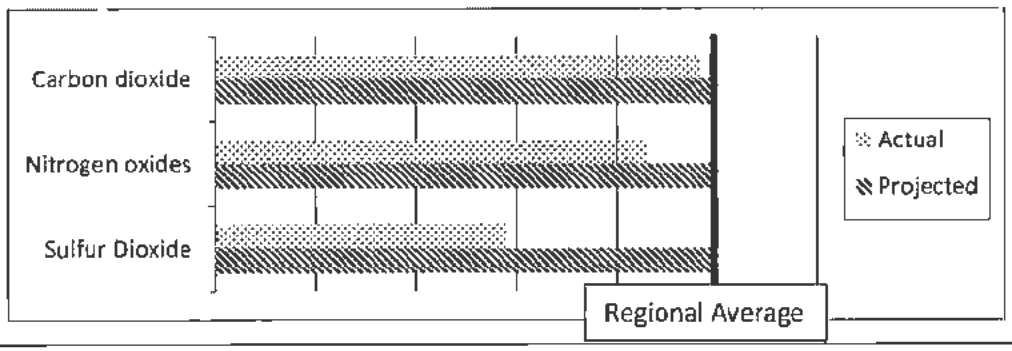
Environmental Characteristics–

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.

VE17-09.01

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

11/30/2017

[redacted]
Akron, OH 44313

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 [redacted]
Rate Plan: **Introductory Rate of $2.79000 for the first three billing cycles, and a variable rate thereafter.**
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

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. 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.

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.

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 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 (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.

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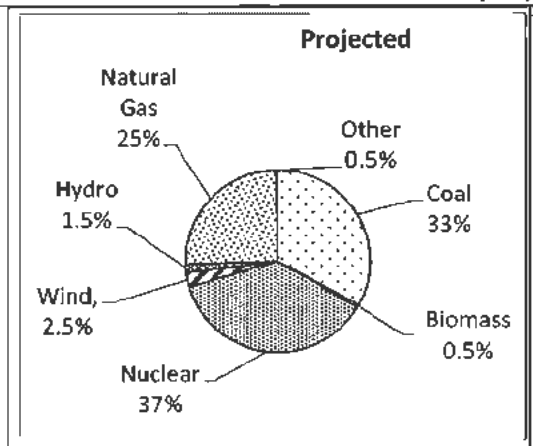

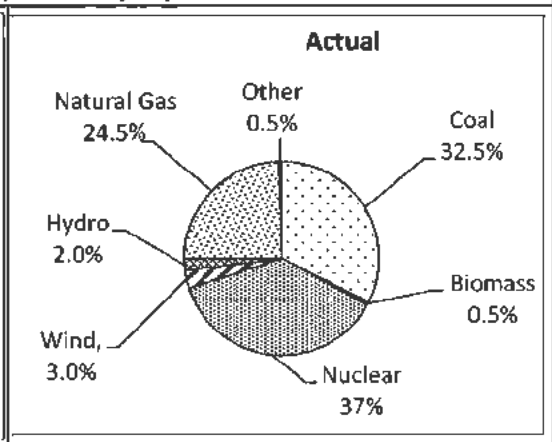

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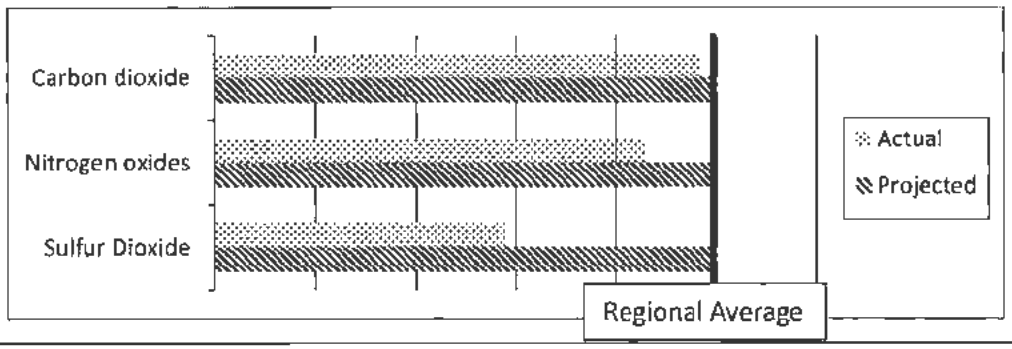

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PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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11/30/2017

[redacted]
Akron, OH 44313

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Utility Account Number: [redacted]
Rate Plan: **Introductory Rate of $2.79000 for the first three billing cycles, and a variable rate thereafter.**
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

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. 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.

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.

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 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 (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 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.17-09.06

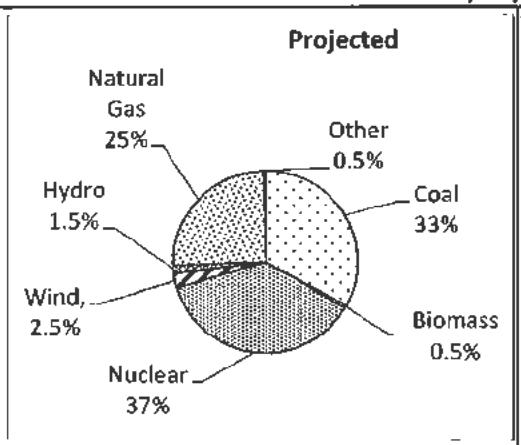
Environmental Disclosure Information – Quarterly Comparisons

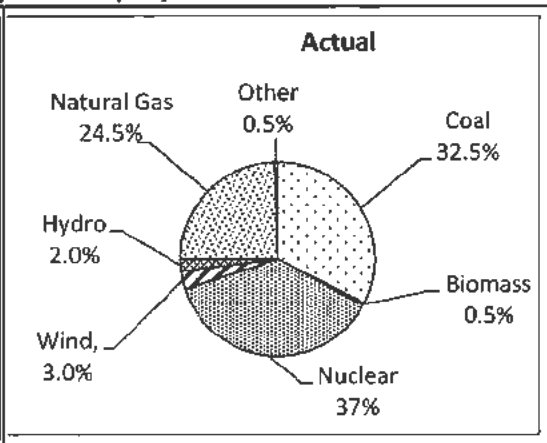
PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

Actual Data for the Period 01/01/17 to 06/30/17

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.





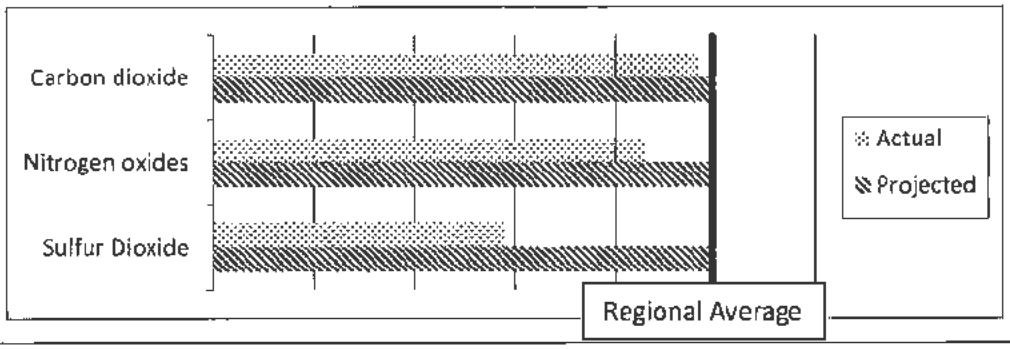
Environmental Characteristics–

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.

VE17-09.01

ENERGY
PALMCO

PALMCO Energy & Power Door-to-Door Script

OH or MA	VA	DE	Illinois	DC	MD or PA	NJ
Rep: Hello, my name is _____ (shows ID Badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and/or natural gas supplier.	**Rep:** Hello, my name is _____ (shows ID Badge) and I'm here on behalf of PALMco Energy which is an authorized natural gas supplier.	**Rep: Hello, my name is** _____ (shows both ID badges) and I'm here on behalf of PALMco Power which is an authorized electricity supplier. The purpose of my visit today is to sell electric supply service. PALMco does not represent your utility or governmental agency. *(Hand customer your business card with your and PALMco's information)*	**Rep:** Hello, my name is _____ (badge must be prominently displayed and visible at all times) and I'm here on behalf of PALMco Energy which is an independent authorized electricity and natural gas supplier by the Illinois Commerce Commission. I am not a representative of your local utility, governmental body, or consumer group.	**Rep:** Hello, my name is _____ (shows photo ID badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and natural gas supplier to see if you would be interested in switching your electric and/or natural gas supply service to PALMco. If you have a few moments, I would like to tell you the benefits of using an authorized supplier for your natural gas and/or electricity.	**Rep:** Hello, my name is _____ (shows ID badge) and I'm here on behalf of PALMco Energy which is an authorized electricity and natural gas supplier. *(Hand customer your business card with your and PALMco's information)*	**Rep:** Hello, my name is _____ (shows ID badge) and I'm here on behalf of PALMco Energy, an independent seller of gas and electricity certified by the New Jersey Board of Public Utilities and I am not associated with your utility. I am here to see if you would be interested in switching your natural gas and/ or electric supply from your current supplier or utility to PALMco. Switching to PALMco is not mandatory.

PALMco Energy
8751 18th Avenue
Brooklyn, NY 11214

w: Palmcoenergy.com
toll free: 1 (877) 726 5862
last updated: Sept. 21, 2017

ENERGY
PALMCO

PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

Introduction:
Rep: Are you the person who manages the Utility bills? ***(If so, continue. If not ask who that person is and when he/she would be available)***

Rep: You probably already know you have the ability to purchase your electric and/or gas from an alternate supplier. I'd like to talk to you about the benefits of using PALMco Energy/ Power as yours.

If customer is not familiar with the program:

Rep: Just as you shop for other products and services, you also have the right to shop for an energy supplier. Energy customers from large manufacturers to residential homeowners are able to shop for energy options from a diverse group of competitive authorized suppliers. As more suppliers' offer their services in your area, you have the opportunity to choose the company who supplies the generation of your electricity and supplies your natural gas. Your electricity and/or natural gas Utility will not change. You will still receive the same reliable energy and billing services that you have come to expect from your local Utility. The only thing that will change is your supplier.

Rep: Are you currently using an alternate supplier?

Rebuttal if customer has supplier:

Rep: Well, the good news is that you are already a smart consumer. PALMco has benefits the Utility and other suppliers don't offer. For example, for enrolling with PALMco today, you will receive a one-time restaurant.com gift card valued at $25.00. Do you have a current bill handy so I could see if PALMco can help benefit you?

After the bill is reviewed:

- If the rate is competitive to our market offering, let them know they made a good choice and ask them for referrals. Thank the customer for their time and move to the next door (once the enrollment is completed)
- If the rate is higher than our offering, then proceed:

ENERGY
PALMCO

PALMCO Energy & Power Door-to-Door Script

Rep: Are you familiar with the terms and conditions of your current contract? I ask because sometimes there is an early termination fee for switching suppliers. ***(Do not speculate as to whether or not an ETF applies. If the customer is sure there is no ETF and they wish to switch suppliers, then proceed. Otherwise, allow the customer to research their current agreement and call our office if they would like to schedule a follow-up appaintment).***

Prior to enrolling the customer, confirm the customer is the account holder or authorized to make changes on the account:

DC, MD, DE, & VA	NJ	IL, MA, OH, & PA
Rep: Just to confirm, you are the account holder or customer of record on the Utility bill, correct? ***(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).***	**Rep:** Just to confirm, you are an authorized person to make the switch on this account? An authorized person is: (1) The person whose name appears on the utility bill for the account; (2) The spouse of the person whose name appears on the utility bill for the account; and (3) The authorized adult (at least 18 years old) child of the person whose name appears on the utility bill for the account. ***(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).***	(A) You are the named customer on each of the account(s) listed in your Confirmation Letter (or in any addendum), or you are the spouse of the named customer on the account(s), or you are over 18 years old and authorized to make decisions concerning such account(s). ***(If "No" – When would be a good time to return to speak with the person in whose name the account is listed in? (Set appointment).***

Rep: Now, keep in mind we are not here to replace your Utility. The Utility will still deliver your electricity and natural gas, read your meter, respond to any emergency, and send your monthly bill. All we are doing is supplying your electricity and/ or natural gas instead of your Utility. The best part is that it is free to enroll and it's easy to do.

Close: (restate what is important to the customer and ask for the sale)

Rep: OK let's get you enrolled (complete the D2D Enrollment Form/Agreement).

IF Delaware, Illinois, or New Jersey (but generally applicable to all states):

Rep: I want to go over a few points regarding the Agreement with you:

1. **State that the Agreement is a** *[fixed rate or variable rate]* and will continue either: *[month to month or for a fixed term].*
   a. Ask the customer whether they know what a therm of gas is or a kWh of electricity is.
      i. If no, explain that this is measurement used to determine the price per unit measured for the amount of natural gas or electricity the customer uses

   b. **Introductory/ Initial Rate:** Is a promotional rate that will remain the same for one to three billing cycles. Thereafter, the rate will switch to a fixed or variable rate plan (described below).

   c. **Fixed Rate Only**: A fixed rate allows you to lock in your price for natural gas and/or electricity for a 6, 8, 12, or 14 month term (depends on applicable offer in state at the time). You will not be charged a higher rate for the term of the Agreement. This rate is only for the supply portion of your bill, your bill will still include any service charges and applicable taxes. At the end of the fixed term, PALMco will send you a Renewal Notice explaining your options moving forward. If you take no action, you will automatically renew at the price then in effect, in accordance with the terms set forth in the Renewal Notice.

   d. **Variable Rate Only**: A variable rate may change by the hour, day, or month including one billing cycle to the next based on market conditions and other factors. Variable rates can be higher or lower than your utility's rates in any given month.

   e. **DE Variable Rate Only**: A variable rate may change from one billing cycle to the next based on market conditions and other factors. Variable rates can be higher or lower than your utility's rates in any given month or over the duration of the Agreement.

2. **Disclose the following for both variable and fixed rate products:**
   a. PALMco does not require customers to pay a deposit.
   b. PALMco does not charge a fee to switch from your current supplier to PALMco.
   c. PALMco does not charge early termination fees.
   d. PALMco does not guarantee savings.

Rep: Now in order to complete your enrollment, I'll need to connect you with our independent Third Party Verification firm. Before I do, I just want to make sure I explained everything to your satisfaction.

DE, OH, & MD	**DC, NJ, IL, MA, VA, & PA**
I ask because I must leave the premises prior to me connecting you with our TPV firm. INFORM THE CUSTOMER OF THEIR RIGHT TO CANCEL LISTED IN THE CHART BELOW. Do you have any additional questions before I connect the call and leave the premises?	I ask because the TPV rep will stop the process if you ask any questions or speak to me during the Do you have any additional questions before we connect? No, OK let's get on the call.

After the TPV has been completed (Except in DE, OH, & MD complete this section prior to conducting the TPV):

Rep: Thank you so much for enrolling with PALMco. You'll receive notification from your local Utility confirming the transfer of your supply service to PALMco. The transfer usually happens within two billing cycles. In addition, PALMco will be sending you a confirmation packet that contains the terms and conditions and explains PALMco's benefits and promotions. So keep an eye out for that. I'm going to leave you with my phone number in case you have any other questions after I leave.

ENERGY PALMCO

PALMCO ENERGY & POWER DOOR-TO-DOOR SCRIPT

Inform the customer of the time in which they can rescind/cancel their Agreement:

DC & DE	VA	MA	MD	PA	Illinois	OH	NJ
You have **three business days** to cancel this Agreement if you change your mind and do not wish to enroll with PALMco. You may cancel the Agreement by mailing PALMco the completed Notice of Cancellation form, by calling, or emailing PALMco.	You **have ten business days** following the mailing of your notice of enrollment by your Utility to cancel this Agreement by calling PALMco or your Utility. *You may also cancel this Agreement within 3 business days from today's date by mailing the completed Notice of Cancellotion form to PALMco.*	You have **three business days** to cancel this Agreement if you change your mind and do not wish to enroll with PALMco.	If you change your mind and do not wish to enroll with PALMco, please contact us at **any time**.	You may cancel the transaction **within 3 business** days after receiving the terms and conditions in your Confirmation Packet.	You may cancel this transaction by contacting PALMco before PALMco submits your enrollments request to your utility. If you do not cancel before PALMco submits your enrollment request, you will receive written notification from your utility confirming your switch to PALMco for your electric supply. You may cancel the pending enrollment without any penalty **within ten (10) calendar days** by contacting either PALMco or your utility.	**Electric customers only**: Your electric utility will be sending you a written notice of your switch to PALMco. You are allowed **seven calendar days** to cancel this Agreement, should you wish to cancel, please contact your utility. **Natural gas customers only:** Your natural gas utility will be sending a written notice of your transfer to PALMco. You are allowed **a seven-business-day** period from the written notice postmark date to cancel the enrollment. In order to cancel, you must contact your natural gas utility.	You have **seven days** to cancel this Agreement if you change your mind and do not wish to enroll with PALMco.

PALMco Energy
8751 18th Avenue
Brooklyn, NY 11214

w: Palmcoenergy.com
toll free: 1 (877) 726 5862
last updated: Sept. 21, 2017

Rep: Again I thank you for taking the time to enroll with PALMco.

REBUTTAL AND COMMON QUESTIONS:

What are the delivery charges?
These are the fees that your utility charges you to operate and maintain the facilities, pipes and poles and wires that are used to deliver your electricity. These charges fluctuate depending on how much electricity you use, but are the same no matter where you choose to purchase your electricity from.

Am I guaranteed to save money? No. There is zero tolerance for any promised savings.

I've been burned by other suppliers. I'm not interested. **Rep:** I've heard that. It's unfortunate other suppliers have made a bad name for all of us and taken advantage of good customers like yourself. What exactly happened? ***(Empathize with the prospect).*** **Rep:** That's why we offer additional benefits like our Friends and Family referral program, Loyalty Credit, and/or restaurant.com gift cards, etc.

Will my service change in any way?
You will still have **[insert utility name, see attached for a list of utilities PALMco serves across the states]** as your utility. They will continue to deliver your electricity, respond to emergencies, read your meter, and send you a bill just as they always have. You are simply choosing to purchase your electricity/gas from an alternative electricity/gas supplier.

THE FOLLOWING PAGES CONTAINS UTILITY INFORMATION, TIME RESTRICTIONS, AND PUC CONTACT INFORMATION BY STATE

ENERGY
PALMCO

PALMCO Energy & Power Door-to-Door Script

Utilities across the states:

IL	VA	DE	MD	MA	NJ	OH	PA	D.C.
Ameren	Columbia Gas of Virginia	Delmarva	Allegheny/Potomac Edison (First Energy)	National Grid (MECO)	ACE	AEP (CSP & OHPC)	Columbia Gas	Pepco
Comed	Washington Gas of Virginia		BG&E	NSTAR	Elizabethtown Gas	Columbia Gas	Duquesne	
			Delmarva	WMECO	JCP&L	DP&L	First Energy (Allegheny/ West Penn, MetEd and PenElec)	
			Pepco		NJNG	Dominion	PECO	
			Washington Gas		PSE&G	Duke	People's (Equitable and Natural Gas)	
					Rockland Electric	First Energy (Illuminating Company, Toledo Edison and Ohio Edison)	UGI	
					SJG	Vectren		

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ENERGY
PALMCO

PALMCO Energy & Power Door-to-Door Script

Time Restrictions for Door-to-Door Solicitations:

VA	IL	DE	MD	MA	NJ	OH	PA	D.C.
N/A	N/A	9:00am-8:00pm (if a local ordinance is more strict, must follow the local ordinance)	10:00am-6:00pm	10:00am-6:00pm	10:00am-6:00pm	10:00am-6:00pm	**9 a.m. and 7 p.m.** during October 1 and ending March 31, **9 a.m. and 8 p.m.** during the months beginning April 1 and ending September 30	9:00am-sunset

PALMco Energy
8751 18th Avenue
Brooklyn, NY 11214

w: Palmcoenergy.com
toll free: 1 (877) 726 5862
last updated: Sept. 21, 2017

ENERGY PALMCO

PALMCO Energy & Power Door-to-Door Script

Contact Information for PUCs in each state, should the customer wish to contact the PUC:

VA	IL	DE	MD	MA	NJ	OH	PA	D.C.
The VA State Corporation Commission at 800-552-7945; (b) via the web at www.scc.virginia.gov; or (c) by mail at 1300 E. Main St. Richmond, VA 23219	The Commission's Consumer Services Division (CSD) at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free), via the CSD website at http://www.icc.illinois.gov/consumer/complaint/ , or by mail to Illinois Commerce Commission, 527 East Capitol Ave., Springfield, IL 62701. If the customer needs general information about their service, or wish to obtain educational materials, the customer may contact the Commission at 800-524-0795 (toll free) or TTY at 800-858-9277 (toll free) or at http://www.icc.illinois.gov/	PSC at 800-282-8574, by U.S. Mail at 861 Silver Lake Boulevard, Cannon Building, Suite 100, Dover, DE 19904, or visit the web at http://depsc.delaware.gov/. Delaware Division of Public Advocate at 1-888-607-2427 (toll free) or 302-577-5077, by U.S. Mail at 29 South State Street, Dover, DE 19904, by email at public.advocate@state.de.us, or via their website at https://publicadvocate.delaware.gov/	PSC at (800) 492-0474, by U.S. mail at 6 St. Paul Street Baltimore, MD 21202, or via the web at http://www.psc.state.md.us/psc/	DPU: at 1-877-886-5066, by mail at One South Station Boston, MA 02110, or via the web at http://www.mass.gov/eea	BPU at 1-800-624-0241	PUCO Phone at (800) 686-7826 or via the web at www.puco.ohio.gov Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622	PUC at (888) 782-3228 (electric competition hotline) PUC Consumer Hotline at 1-800-692-7380	PSC at (202) 626-5100 or via the web at www.dcpsc.org The Office of the People's Counsel can be reached at (202) 727-3071 or via the web at www.opc-dc.gov

William Schaaf – Asst. Compliance Officer

indra ENERGY

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: Thursday, April 4, 2019 1:03 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0Glkko:ref]

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

CASE ID: 00262579
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted] Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted]
Apt 17, Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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 disputes being switched to Indra and being charged $13.85/mcf. The bill due 3/25/19 was $321.85.
Provide the sales call, tpv and welcome letter with terms and conditions of the contract for review. Has the contract been cancelled? When did it start? Was there a etf charged? Work to cancel the contract and adjust

the difference in rates for the customer between Dominion's rates and Indra's rates.

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._500t0Glkko:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, April 19, 2019 10:30 AM
To: Mariner Taft
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]
Attachments: [redacted] TPV.mp3; [redacted] -Sales Call.mp3; [redacted] -Confirmation Package-Gas.pdf; Indra Postcard.pdf

Hello Mariner and the PUCO,

Regarding Case # 00262579, [redacted]

[redacted] enrolled his gas and electric accounts in Palmco's service on 11/22/17, 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. Palmco began servicing the customer's gas account on 12/21/17. The customer's electric account did not receive Palmco's supply, as the enrollment was rejected by the customer's electric utility.

Gas Plan: Variable. This included a three-month introductory rate of $2.79 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 him of this brand name change.

[redacted] contacted our Customer Service line on 4/3/19. The customer declined an offer to switch his existing variable rate plan to a fixed rate product, and instead requested to cancel his gas account with Indra. The customer's account was dropped without penalty, and his utility (DEO) established an estimated service end date of 4/27/19. The customer also requested an adjustment to his recent bills, and was advised that his account would be escalated for further review.

Upon review, in the interest of resolving the customer's concerns and to provide the customer with the financial effect of an expedited return to his utility's standard service, we ware willing to rerate the customer's two most recent bills, as well as his upcoming final bill, to the rates we have on file for his gas utility. The rerate of the two most recent bill amounts to a total adjustment of $182.31 for the billing period of 1/24/19 – 3/25/19, which will be sent to the customer's gas utility to be applied to his account. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/22/2019	3/25/2019	56	$83.81	$0.2925	$16.38	$1.31	$17.69	**$66.12**
1/24/2019	2/22/2019	75	$140.65	$0.3020	$22.65	$1.81	$24.46	**$116.19**
								$182.31

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

Thank you.

Sariah Brinker

From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Thursday, April 04, 2019 1:03 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00262579
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted] Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted] Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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 disputes being switched to Indra and being charged $13.85/mcf. The bill due 3/25/19 was $321.85.
Provide the sales call, tpv and welcome letter with terms and conditions of the contract for review. Has the contract been cancelled? When did it start? Was there a etf charged? Work to cancel the contract and adjust the difference in rates for the customer between Dominion's rates and Indra's rates.

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._500t0GIkko:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, April 19, 2019 10:30 AM
To: Mariner Taft
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]
Attachments: [redacted]-TPV.mp3; [redacted]-Sales Call.mp3; [redacted]-Confirmation Package-Gas.pdf; Indra Postcard.pdf

Hello Mariner and the PUCO,

Regarding Case # 00262579, [redacted]:

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								$182.31

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: Thursday, April 4, 2019 1:03 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]

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

CASE ID: 00262579
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted], Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
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)

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the difference in rates for the customer between Dominion's rates and Indra's rates.

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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ref:_00Dt0GzXt._500t0GIkko:ref

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

11/27/2017

[redacted]
Cleveland, OH [redacted]

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: [redacted]
Rate Plan: **Introductory Rate of $2.79000 for the first three billing cycles, and a variable rate thereafter.**
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

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. 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.

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.

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 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 (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 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.17-09.06

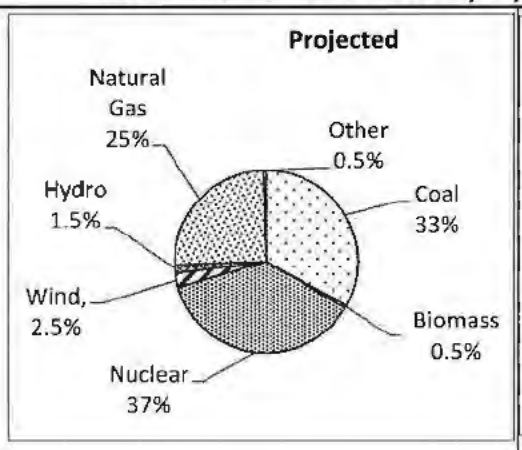
Environmental Disclosure Information – Quarterly Comparisons

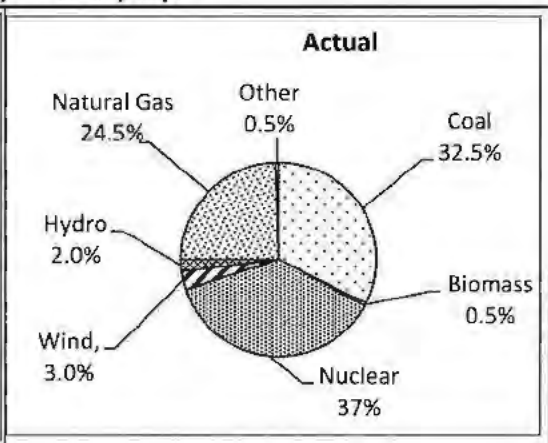
PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

Actual Data for the Period 01/01/17 to 06/30/17

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.





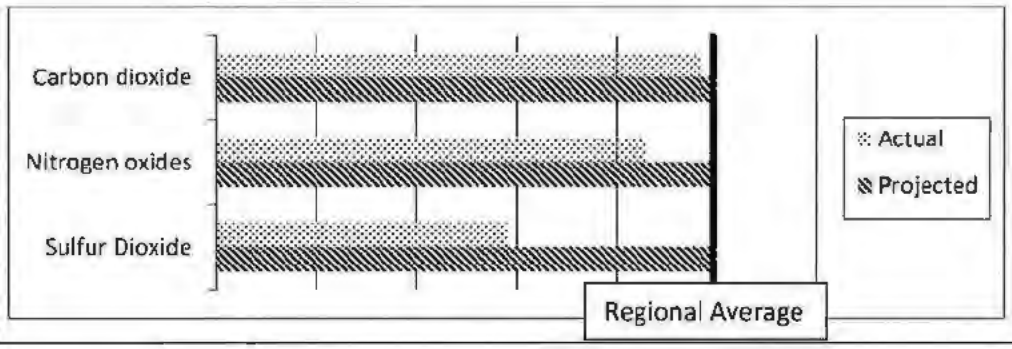
Environmental Characteristics–

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.

VE17-09.01

SOMETHING NEW
IS COMING!

PALMCO ENERGY® → indra® ENERGY

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

PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | PalmcoEnergy.com

Sariah Brinker

From: Keenia Joseph
Sent: Tuesday, May 07, 2019 9:34 PM
To: Mariner Taft
Cc: Indra Energy Compliance; Mark Whitt; Becky Glover
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]

Mariner,

Please see below for the re-rate calculations. Please confirm your agreement. Once I hear back, I will move forward and process the re-rate for credit to the customer.

PH#: [redacted]			Name: [redacted]		Acct: [redacted]				
Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer	
3/25/2019	4/24/2019	8	$ 11.64	0.29330	2.35	0.19	2.53	$ 9.11	
2/22/2019	3/25/2019	56	$ 83.81	0.29250	16.38	1.31	17.69	$ 66.12	<- Already appli
1/24/2019	2/22/2019	75	$ 140.65	0.30200	22.65	1.81	24.46	$ 116.19	<- Already appli
12/21/2018	1/24/2019	77	$ 66.37	0.37120	28.58	2.29	30.87	$ 35.50	
11/20/2018	12/21/2018	67	$ 60.20	0.47850	32.06	2.57	34.62	$ 25.58	
10/22/2018	11/20/2018	32	$ 32.13	0.32550	10.42	0.83	11.25	$ 20.88	
9/21/2018	10/22/2018	13	$ 6.05	0.30910	4.02	0.32	4.34	$ 1.71	
8/22/2018	9/21/2018	8	$ 10.14	0.29650	2.37	0.19	2.56	$ 7.58	
7/24/2018	8/22/2018	7	$ 5.07	0.28920	2.02	0.16	2.19	$ 2.88	
6/22/2018	7/24/2018	8	$ 5.49	0.30660	2.45	0.20	2.65	$ 2.84	
5/23/2018	6/22/2018	7	$ 5.15	0.29450	2.06	0.16	2.23	$ 2.92	
4/24/2018	5/23/2018	14	$ 8.80	0.27610	3.87	0.31	4.17	$ 4.63	
3/23/2018	4/24/2018	59	$ 37.72	0.27610	16.29	1.30	17.59	$ 20.13	
								$ 275.08	Total Re-rate
								($182.31)	Already applied
								$92.77	New total amou

Regards,

Keenia Joseph – Director of Compliance

indra ENERGY

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

www.IndraEnergy.com

From: Keenia Joseph
Sent: Thursday, May 2, 2019 10:20 PM
To: Mariner Taft <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>; Mark Whitt <whitt@whitt-sturtevant.com>; Becky Glover <Glover@whitt-sturtevant.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0Glkko:ref]

Mariner,

We will re-rate the account accordingly. We are in the process of re-rating and will update you once completed.

Regards,

Keenia Joseph – Director of Compliance

indra ENERGY

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: Monday, April 22, 2019 8:50 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0Glkko:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00262579
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted] Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted], Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ:

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

e subject line. Thank you!***

DESCRIPTION OF ISSUE:
Thank you for the response with the sales call and tpv. Please consider adjusting the gas contract back to the time, March 2018 or thereabouts, when the variable rate came into play. Please consider this, since I have issues and concerns with the relationship between the sales call and the tpv. Please listen to these documents to see how the contract was marketed or presented in the sales call and how the tpv was brought into play in a apparently misleading manner. It appears the customer was slammed and should be made whole for the gas supply charges.

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._500t0GIkko:ref

Sariah Brinker

From:	Keenia Joseph
Sent:	Thursday, May 02, 2019 10:20 PM
To:	Mariner Taft
Cc:	Indra Energy Compliance; Mark Whitt; Becky Glover
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]

Mariner,

We will re-rate the account accordingly. We are in the process of re-rating and will update you once completed.

Regards,

Keenia Joseph – Director of Compliance

indra ENERGY

www.IndraEnergy.com

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

From: Mariner Taft
Sent: Monday, April 22, 2019 8:50 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00262579
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted] Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted],Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ:

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

e subject line. Thank you!***

DESCRIPTION OF ISSUE:
Thank you for the response with the sales call and tpv. Please consider adjusting the gas contract back to the time, March 2018 or thereabouts, when the variable rate came into play. Please consider this, since I have issues and concerns with the relationship between the sales call and the tpv. Please listen to these documents to see how the contract was marketed or presented in the sales call and how the tpv was brought into play in a apparently misleading manner. It appears the customer was slammed and should be made whole for the gas supply charges.

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._500t0GIkko:ref

Sariah Brinker

From:	Keenia Joseph
Sent:	Friday, May 17, 2019 1:22 PM
To:	Mariner Taft
Cc:	Indra Energy Compliance; Becky Glover; Mark Whitt
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]
Attachments:	[redacted]Re-rate_PUCO.xlsx

Mariner,

The excel calculations are attached for easy reference when you receive the bills.

Keenia Joseph – Director of Compliance

indra ENERGY

1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 718-975-6611
F: 718.851.2427

www.IndraEnergy.com

From: Mariner Taft <contactthepuco@puc.state.oh.us>
Sent: Friday, May 17, 2019 11:03 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00262579 [ref:_00Dt0GzXt._500t0GIkko:ref]

Ohio | Public Utilities Commission

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00262579
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted]
[redacted] Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted]
[redacted],Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ:

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

e subject line. Thank you!***

DESCRIPTION OF ISSUE:
Thank you for the response. I await the rerate on the customer's billings.

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._500t0GIkko:ref

PH#:	Name:	Acct:	Note:
[redacted]	[redacted]	[redacted]	PUCO CASE # 00262579

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer	
3/25/2019	4/24/2019	8	$ 11.64	0.29330	2.35	-	2.35	$ 9.29	
2/22/2019	3/25/2019	56	$ 83.81	0.29250	16.38	-	16.38	$ 67.43	<- Already applied
1/24/2019	2/22/2019	75	$ 140.65	0.30200	22.65	-	22.65	$ 118.00	<- Already applied
12/21/2018	1/24/2019	77	$ 66.37	0.37120	28.58	-	28.58	$ 37.79	
11/20/2018	12/21/2018	67	$ 60.20	0.47850	32.06	-	32.06	$ 28.14	
10/22/2018	11/20/2018	32	$ 32.13	0.32550	10.42	-	10.42	$ 21.71	
9/21/2018	10/22/2018	13	$ 6.05	0.30910	4.02	-	4.02	$ 2.03	
8/22/2018	9/21/2018	8	$ 10.14	0.29650	2.37	-	2.37	$ 7.77	
7/24/2018	8/22/2018	7	$ 5.07	0.28920	2.02	-	2.02	$ 3.05	
6/22/2018	7/24/2018	8	$ 5.49	0.30660	2.45	-	2.45	$ 3.04	
5/23/2018	6/22/2018	7	$ 5.15	0.29450	2.06	-	2.06	$ 3.09	
4/24/2018	5/23/2018	14	$ 8.80	0.27610	3.87	-	3.87	$ 4.93	
3/23/2018	4/24/2018	59	$ 37.72	0.27610	16.29	-	16.29	$ 21.43	
								$ 284.40	Total Re-rate
								($182.31)	Already applied for the billing cycles of 1/24/19-3/25/19
								$92.77	New total amount due customer

Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, March 28, 2019 11:16 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260448 [ref:_00Dt0GzXt._500t0GHMh2:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00260448
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Wellsville, Ohio [redacted]
SERVICE ADDRESS: [redacted], Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
[redacted]

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 has been back and forth with the company for 6 months. He is paying over $0.21 per kwh. they are in arrears over 800.00 and his last bill from Indra was for 431.99. He has never agreed to this outrage rate or company.

PUCO Question(s):
How (telephone, kiosk or door-to-door) 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._500t0GHMh2:ref

Sariah Brinker

From:	William Schaaf
Sent:	Tuesday, April 02, 2019 11:03 AM
To:	PUCO Consumer Call Center
Cc:	Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260448 [ref:_00Dt0GzXt._500t0GHMh2:ref]
Attachments:	[redacted]TPV.mp3[redacted]Sales Call.mp3; [redacted]Confirmation Pack 1.pdf; [redacted]Confirmation Pack 2.pdf; Indra Postcard.pdf

Hello Kelly and the PUCO,

Regarding Case # 00260448, [redacted]

This customer's two electric accounts were enrolled in Palmco's variable rate plan on 3/5/18, as the result of a telephone sale. The enrollment was authorized by [redacted]. 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. Palmco began servicing both electric accounts on 3/19/18.

Electric Plan: Variable. This included a two-month introductory rate of $0.0510 per kWh, after which 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 1/4/19, the customer contacted our Customer Service line and requested to cancel their service with Indra. Outbound drops were processed without penalty, and both of the customer's electric accounts stopped receiving our supply on 1/18/19.

This customer's accounts stopped receiving our supply over two months ago, and we don't have any record of the customer contacting our Customer Service line since their cancellation request on 1/4/19. The customer's accounts were billed according to the variable rate terms [redacted] agreed to at the time of enrollment, and the accounts were cancelled upon the customer's request without penalty. 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

indra ENERGY

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: Thursday, March 28, 2019 11:16 AM

To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00260448 [ref:_00Dt0GzXt._500t0GHMh2:ref]

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

CASE ID: 00260448
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Wellsville, Ohio [redacted]
SERVICE ADDRESS: [redacted], Wellsville, Ohio [redacted]
AIQ: Palmco Power OH LLC
SERVICE ACCOUNT NUMBER:
[redacted]

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)

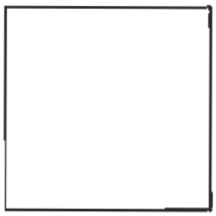
DESCRIPTION OF ISSUE:
The customer has been back and forth with the company for 6 months. He is paying over $0.21 per kwh. they are in arrears over 800.00 and his last bill from Indra was for 431.99. He has never agreed to this outrage rate or company.

PUCO Question(s):
How (telephone, kiosk or door-to-door) 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.



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PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

3/7/2018

[redacted]
Wellsville, OH [redacted]

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 **AEP**. You will receive a confirmation notice from **AEP** 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 Numbe[redacted]
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 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.

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. You can access future variable pricing information, updated monthly, by visiting PALMco's website at https://palmcoenergy.com/ohio/ohio-variable-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.

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 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 (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.

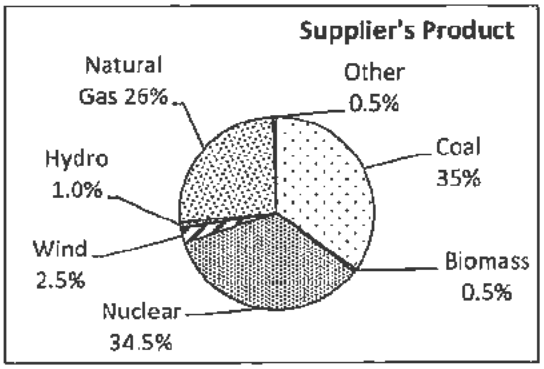
V.E.17-12.19

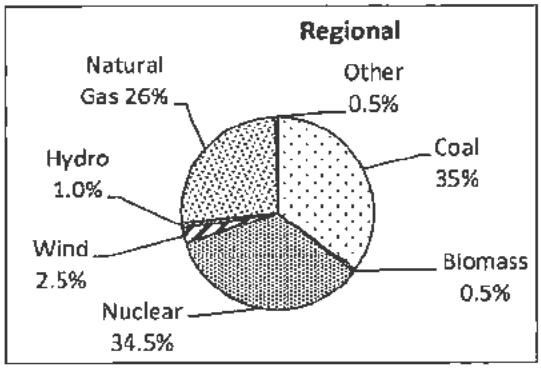
Environmental Disclosure Information

PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

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





Environmental Characteristics –

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

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

Air Emissions –

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

Radioactive Waste –

Radioactive waste associated with the product.

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

VE18-01.01

PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

3/7/2018

[redacted]
Wellsville, OH [redacted]

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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.
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Questions?

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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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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

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/ohio-variable-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.

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 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 (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.

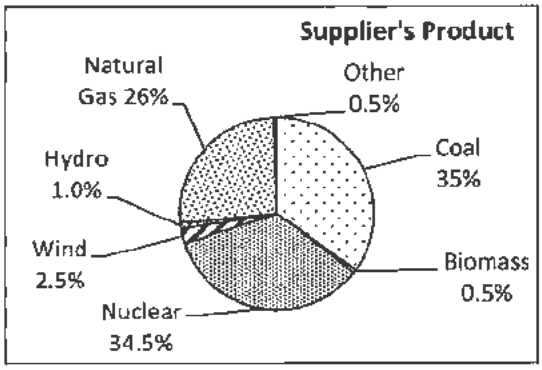
V.E.17-12.19

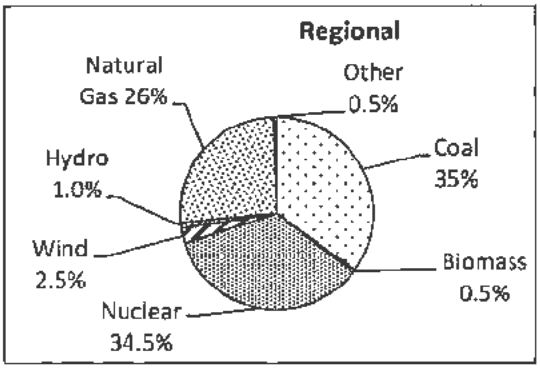
Environmental Disclosure Information

PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

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





Environmental Characteristics –

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

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

Air Emissions –

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

Radioactive Waste –

Radioactive waste associated with the product.

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

VE18-01.01

SOMETHING NEW IS COMING!

PALMCO ENERGY ➡ indra ENERGY

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

PALMco Energy 8751 18th Avenue Brooklyn, NY 11214 | 1.877.726.5862 | Palmco**Energy**.com

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 5, 2019 11:16 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256835 [ref:_00Dt0GzXt._500t0FN4qd:ref]

Ohio | Public Utilities Commission

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

CASE ID: 00256835
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted] Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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:
Good morning,

[redacted] contacted the PUCO regarding her contract with Indra/palmco. The customer states she enrolled in Aug and was told rate would be 3.6 per mcf. The customer states her most recent bill was 17.8 per mcf. [redacted] said she did call to cancel and was told would be charged 20% more for the next two months.

When was this account enrolled, and how?

Please provide copies of:

*The sales call to this customer
*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request

*Welcome Letter with the Terms and Conditions for service mailed or e-mailed to the customer
*Any signed enrollment agreements
*Renewal letters

Please provide any additional information that may assist in investigation

Sincerely,

Maureen Harbolt
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._500t0FN4qd:ref

William Schaaf

From: William Schaaf
Sent: Friday, March 8, 2019 5:57 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256835 [ref:_00Dt0GzXt._500t0FN4qd:ref]
Attachments: [redacted]TPV.MP3; [redacted]Agreement.pdf; [redacted]Confirmation Pack.pdf; Indra Postcard.pdf

Hello Maureen and the PUCO,

Regarding Case # 00256835, [redacted]:

[redacted] enrolled her gas account in Palmco's variable rate plan on 8/27/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 9/21/18.

Gas Plan: Variable. This included a two-month introductory rate of $2.60 per Mcf, after which the rate would vary month-to-month.

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

After [redacted] contacted our Customer Service line on 2/28/19, an outbound drop was submitted, and the customer's utility (DEO) determined an estimated service end date of 3/28/19. No termination fees were issued for cancellation.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for her gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $404.33 for the billing cycle of 1/24/19 – 2/22/19.

Begin Date	End Date	Billed Usage (CCF)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/24/2019	2/22/2019	261	$489.46	$0.3020	$78.82	$6.31	$85.13	**$404.33**

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 [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 5, 2019 11:16 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256835 [ref:_00Dt0GzXt._500t0FN4qd:ref]

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

CASE ID: 00256835
CUSTOMER: [redacted]
ADDRESS: [redacted] Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted] Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIC: [redacted]

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:
Good morning,

[redacted] contacted the PUCO regarding her contract with Indra/palmco. The customer states she enrolled in Aug and was told rate would be 3.6 per mcf. The customer states her most recent bill was 17.8 per mcf. [redacted] said she did call to cancel and was told would be charged 20% more for the next two months.

When was this account enrolled, and how?

Please provide copies of:

*The sales call to this customer
*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request
*Welcome Letter with the Terms and Conditions for service mailed or e-mailed to the customer
*Any signed enrollment agreements

*Renewal letters

Please provide any additional information that may assist in investigation

Sincerely,

Maureen Harbolt
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._500t0FN4qd:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, April 12, 2019 11:41 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256835 [ref:_00Dt0GzXt._500t0FN4qd:ref]

Hello Maureen,

We are also rerating the customer's final bill, as detailed in the chart below. An additional adjustment of $295.19 is being sent to the customer's gas utility to be applied to the account.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/22/2019	3/25/2019	250	$374.17	$0.2925	$73.13	$5.85	$78.98	**$295.19**

William Schaaf – Asst. Compliance Officer

indra ENERGY
www.IndraEnergy.com

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

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, April 5, 2019 8:48 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256835 [ref:_00Dt0GzXt._500t0FN4qd:ref]

PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum

CASE ID: 00256835
COMPANY:
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted],Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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

DESCRIPTION OF ISSUE:

Good morning,

The customer is also concerned with the last months rate of 13.858 per mcf.

Can you please provide a follow up regarding the customers concerns.

Sincerely,

Maureen Harbolt
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.

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

From: William Schaaf [wschaaf@indraenergy.com]
Sent: 3/8/2019 5:57 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256835 [ref:_00Dt0GzXt._500t0FN4qd:ref]

Hello Maureen and the PUCO,

Regarding Case # 00256835, Mindy Peck:

[redacted] enrolled her gas account in Palmco's variable rate plan on 8/27/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 9/21/18.

Gas Plan: Variable. This included a two-month introductory rate of $2.60 per Mcf, after which the rate would vary month-to-month.

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

After [redacted] contacted our Customer Service line on 2/28/19, an outbound drop was submitted, and the customer's utility (DEO) determined an estimated service end date of 3/28/19. No termination fees were issued for cancellation.

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to her utility's standard offer, we are willing to rerate the customer's most recent variable gas bill to the rate we have on file for her gas utility, and will also adjust the customer's final bill, once it is rendered. We've included a chart below detailing our calculations for this adjustment, which amounts to $404.33 for the billing cycle of 1/24/19 – 2/22/19.

Begin Date	End Date	Billed Usage (CCF)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/24/2019	2/22/2019	261	$489.46	$0.3020	$78.82	$6.31	$85.13	**$404.33**

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

William Schaaf – Asst. Compliance Officer

indra ENERGY

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

www.IndraEnergy.com

From: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Tuesday, March 5, 2019 11:16 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256835 [ref:_00Dt0GzXt._500t0FN4qd:ref]

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

CASE ID: 00256835
CUSTOMER: [redacted]
ADDRESS: [redacted], Cleveland, Ohio [redacted]
SERVICE ADDRESS: [redacted], Cleveland, Ohio [redacted]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [redacted]
NIQ: [redacted]

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:
Good morning,

[redacted] contacted the PUCO regarding her contract with Indra/palmco. The customer states she enrolled in Aug and was told rate would be 3.6 per mcf. The customer states her most recent bill was 17.8 per mcf. [redacted] said she did call to cancel and was told would be charged 20% more for the next two months.

When was this account enrolled, and how?

Please provide copies of:

*The sales call to this customer
*The TPV completed at the time of enrollment or the IP address used by the customer to submit the enrollment request
*Welcome Letter with the Terms and Conditions for service mailed or e-mailed to the customer
*Any signed enrollment agreements
*Renewal letters

Please provide any additional information that may assist in investigation

Sincerely,

Maureen Harbolt
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._500t0FN4qd:ref

Sariah Brinker

From:	Keenia Joseph
Sent:	Thursday, May 02, 2019 10:09 PM
To:	Michael Coady
Cc:	Mark Whitt; Becky Glover; Indra Energy Compliance
Subject:	RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256851 [ref:_00Dt0GzXt._500t0FN58i:ref]

Michael,

On April 16, 2019 a credit adjustment was submitted to the customers gas utility in the amount of $219.12, which will take approximately 1-2 billing cycles to appear on the account.

On April 16, 2019 a credit adjustment was submitted to the customers electric utility in the amount of $45.53, which will take approximately 1-2 billing cycles to appear on the account.

Keenia Joseph – Director of Compliance

indra ENERGY

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

www.IndraEnergy.com

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 16, 2019 2:37 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256851 [ref:_00Dt0GzXt._500t0FN58i:ref]

Ohio | Public Utilities Commission

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/10/2019 12:25:03 PM

in

Case No(s). 19-0957-GE-COI

Summary: Exhibit Ex. 7 Part 18 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.