

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Friday, March 29, 2019 5:34 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257074 [ref_00Dt0GzXt_500t0FNBDy:ref]



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

CASE ID: 00257074

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Akron, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Akron, 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:

This customer contacted our office and filed a complaint regarding variable rate(s) billed to his account.

Please review. When did this customer sign-up with Palmco? When did the initial contract period end? Please provide a copy of the welcome letter and any materials mailed out to the customer. Was the customer sent a renewal letter? If so, please provide a copy. What month did the variable rate start? What were the variable rates billed to the customer each month? The customer stated that he made several calls to the company asking for a drop request but his requests were not processed. When was the first time that the customer called to request a drop? When was the drop request actually processed?

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._500t0FNBdy:ref

Sariah Brinker

From: William Schaaf
Sent: Wednesday, April 03, 2019 2:40 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257074 [ref:_00Dt0GzXt_500t0FNBDy:ref]
Attachments: [REDACTED]-TPV.mp3; [REDACTED]-Agreement.pdf; [REDACTED]-Confirmation Pack.pdf; Indra Postcard.pdf

Hello Tara and the PUCO,

Regarding Case # 00257074, [REDACTED]:

[REDACTED] enrolled his gas account in Palmco's variable rate plan on 4/25/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 5/17/18.

Gas Plan: Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month. No ETFs.

This account was not enrolled in a fixed rate plan, but rather a variable product, and as a result a renewal letter was not required to be provided to the customer.

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] first contacted our Customer Service line on 3/5/19 and requested to cancel his account with Indra. The customer's account was dropped without penalty, and his utility (DEO) determined a service end date of 3/19/19.

[REDACTED] contacted our Customer Service line again, most recently on 3/27/19. The customer requested an adjustment to his account, and was advised that his account would be escalated for further review. Upon review, in the interest of resolving the customer's concerns, we are willing to rerate the customer's final two bills to the rates we have on file for his gas utility. We've included a chart below detailing our calculations for this adjustment, which amounts to a total of \$524.70 for the billing period of 1/18/19 – 3/19/19. This will be sent to the customer's utility to be applied to the account.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
2/18/2019	3/19/2019	157	\$232.26	\$0.2925	\$45.92	\$3.10	\$49.02	\$183.24
1/18/2019	2/18/2019	223	\$413.36	\$0.3020	\$67.35	\$4.55	\$71.89	\$341.47
								\$524.70

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

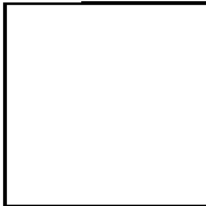
www.IndraEnergy.com

From: Tara Jones <contactthepuco@puc.state.oh.us>

Sent: Friday, March 29, 2019 5:34 PM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00257074 [ref:_00Dt0GzXt._500t0FNbdy:ref]



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

CASE ID: 00257074

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Akron, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Akron, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIC: [REDACTED]

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DESCRIPTION OF ISSUE:

This customer contacted our office and filed a complaint regarding variable rate(s) billed to his account.

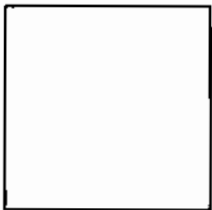
Please review. When did this customer sign-up with Palmco? When did the initial contract period end? Please provide a copy of the welcome letter and any materials mailed out to the customer. Was the customer sent a renewal letter? If so, please provide a copy. What month did the variable rate start? What were the variable rates billed to the customer each month? The customer stated that he made several calls to the company asking for a drop request but his requests were not processed. When was the first time that the customer called to request a drop? When was the drop request actually processed?

Sincerely,

Tara Jones

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PALMco Energy OH, LLC /
PALMco Power OH, LLC

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

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)

VE18-01.20

Customer Name: [REDACTED] Relationship to Account Holder: [REDACTED]
E-mail Address: [REDACTED] Please provide us with your email address so we can contact you regarding your account. Providing your email address will allow you to access your account or share your email information with third parties.
Service Address: [REDACTED] City: AYRON State: OH Zip Code: [REDACTED]
Billing Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]
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
Fixed Electricity Rate:
Product Term: 13 Months
☐ AEP - Columbus Southern (17 Digits) - Initial Rate of \$ 0.06100 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ AEP - Ohio Power (17 Digits) - Initial Rate of \$ 0.06100 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ DPL (10 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ DUKE (10 Digits) - Initial Rate of \$ 0.05900 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ Ohio Edison (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ The Illuminating Company (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months
☐ Toledo Edison (20 Digits) - Initial Rate of \$ 0.05400 / kWh for first 1 month followed by a Fixed Rate of \$ [REDACTED] / kWh for the remaining 12 months

Account Holder's Name on Natural Gas Account: [REDACTED]
Natural Gas Utility Account Number: [REDACTED] Budget Billing: ☒ Yes ☐ No

Introductory Gas Variable Rate:

Dominion	Per Ccf	Columbia Gas Ohio	Per Ccf
<u>2.50</u> (Account Number 14 digits)		<u>2.50</u> (Account Number 12 digits)	
<u>2.50</u> (Account Number 16 digits)			

You will pay the Introductory Rate stated above for the first two 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.

Fixed Gas Rate:
Product Term: 13 Months
☐ Duke (10 Digits) - Initial Rate of \$ 0.04800 / therm for first 1 month followed by a Fixed Rate of \$ [REDACTED] / therm for the remaining 12 months

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

- The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for PALMco to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only: 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. I can access my future variable pricing information at: <https://palmcoenergy.com/ohio/ohio-variable-rates>.
- For fixed rate customers only: The representative explained to me that the contract is for a total term of 13 months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- 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.

CUSTOMER AUTHORIZATION

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and PALMco's supply service.
- I understand that PALMco does not guarantee savings under this Agreement/Contract.

INITIAL COOLING OFF PERIOD: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

FURTHER RIGHT(S) OF RESCISSION: Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

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: JAWN CARROLL (REPRESENTATIVE'S NAME (PRINT)) ID NUMBER: [REDACTED]
By: [REDACTED] (REPRESENTATIVE'S SIGNATURE) Date: [REDACTED] MONTH / DAY / YEAR
BUYER'S SIGNATURE: [REDACTED] OHE 10123060

**SOMETHING NEW
IS COMING!**



Dear Valued Customer,

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

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

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

Thank you,

PALMco Energy



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

4/27/2018

[REDACTED]
Akron, 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 \$2.30000/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

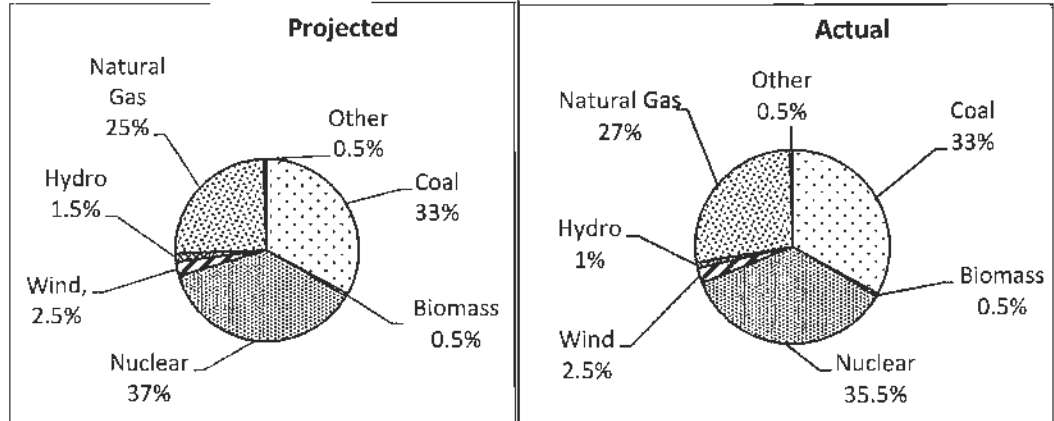
Environmental Disclosure Information – Quarterly Comparisons

PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

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

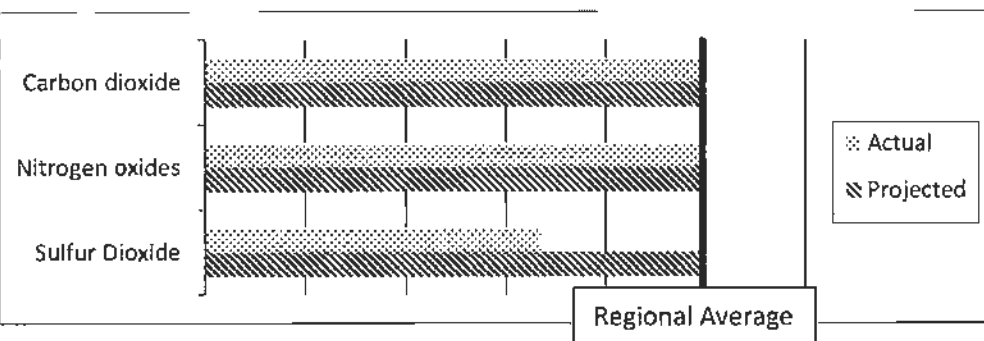
Generation Resource Mix -
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



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.

Orpheus Craigue

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Monday, February 11, 2019 9:14 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252262 [ref_00Dt0GzXt_500t0FKbk2:ref]



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

CASE ID: 00252262

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Toledo, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Toledo, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Customer disputes ever enrolling with Palmco and is very upset about the high rates she's being billed.

Please cancel immediately and provide the enrollment TPV, contract terms and conditions and the sales portion of the call as well.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0FKbk2:ref

Orpheus Craigue

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Monday, February 11, 2019 1:42 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252262 [ref:_00Dt0GzXt_500t0FKbk2:ref]



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

CASE ID: 00252262

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Toledo, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Toledo, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Caller is disputing enrollment. She is very upset about getting an extremely high bill.

Please provide enrollment TPV and the contract terms and conditions. Please cancel immediately.

Sincerely,

Darita Patterson
Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department
Customer Service Investigator
(800) 686-PUCO (7826)
www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0FKbk2:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Thursday, February 14, 2019 12:22 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252262 [ref:_00Dt0GzXt._500t0FKbk2:ref]
Attachments: [REDACTED] - Signed Contract.pdf; [REDACTED] - TPV.mp3; [REDACTED] - Confirmation Pack Electric.pdf; [REDACTED] - Confirmation Pack Gas.pdf
Categories: PUCO Complaint

Hello Darita,

Regarding PUCO Case ID 252262; [REDACTED]

We are attaching the signed contract and TPV recording from this enrollment on 3/27/2017, as well as the confirmation packets mailed following enrollment.

The customer's electric account received Palmco's supply 5/5/17 – 12/6/17.

The customer's gas account started receiving Palmco's supply on 4/5/17. Palmco began conducting business under its trade name, Indra Energy, in October 2018. Customers were sent a postcard informing them of this change, and the customer continued to be billed according to the terms of her variable enrollment from 2017.

We have had no contact with [REDACTED] during the time that Palmco/Indra has serviced her account.

An outbound drop transaction has now been submitted to Columbia gas, who will determine the customer's service end date. Although we feel that proper authorization was obtained by this customer at the time of enrollment, since the customer has expressed displeasure over her recent bills, we'd be willing to rerate the customer's most recent bill (1/7/19 – 2/5/19) to that of her utility, Columbia Gas, in the interest of working towards resolving the customer's concerns. We would also be willing to extend this to any future bills that the customer receives with Indra as her supplier, providing the customer with the financial effect of being returned to her utility's standard offer as of 1/7/2019.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Monday, February 11, 2019 13:42
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00252262 [ref:_00Dt0GzXt._500t0FKbk2:ref]



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

CASE ID: 00252262

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Toledo, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Toledo, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Caller is disputing enrollment. She is very upset about getting an extremely high bill.

Please provide enrollment TPV and the contract terms and conditions. Please cancel immediately.

Sincerely,

Darita Patterson

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._500t0FKbk2:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Monday, February 25, 2019 3:15 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254856 [ref_00Dt0GzXt_500t0FM81x:ref]



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

CASE ID: 00254856

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Fairfield, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Fairfield, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC dba Indra Energy

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 afternoon.

According to this consumer, his account was enrolled with Indra Energy without his knowledge or consent.

Please review this account and advise:

1. When, how, and by whom the account was enrolled.
2. If a request to cancel the enrollment has been received. If so, on what date was the cancellation processed and what is the service end effective date provided the distribution utility.
3. If an ETF applies to this enrollment. If so, will the fee be waived and if

not, why not.

Additionally, please provide copies of all enrollment, renewal, and/or rebranding documentation associated with this enrollment\account.

Further, please contact [REDACTED] regarding this issue.

Thank you.

Sincerely,

Christina Cassady

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._500t0FM81x:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, March 5, 2019 11:50 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254856 [ref_00Dt0GzXt_500t0FM81x:ref]
Attachments: [REDACTED]-TPV.MP3; [REDACTED]-Welcome Pack-Gas.pdf; [REDACTED]-Welcome Pack-Electric.pdf; Indra Postcard.pdf

Hello Christina and the PUCO,

Regarding Case # 00254856, [REDACTED]:

This customer's gas and electric accounts were enrolled in Palmco's variable rate service on 11/30/15, as a result of a telephone sale, upon completion of the attached TPV recording. The TPV was completed by [REDACTED] who indicated she was authorized to enroll the accounts. We've also attached the welcome packages sent to the customer after enrollment. Palmco began servicing the customer's gas and electric accounts on 1/22/16.

On 2/26/16, we received an inbound drop transaction for the customer's electric account, which was processed without penalty. The customer's electric account stopped receiving our supply on 3/21/16. We did not receive a drop request for the customer's gas account at this time.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's gas account in line with the terms of enrollment.

On 2/22/19, after receiving our gas supply for over three years, [REDACTED] contacted our Customer Service line to inform us that he had contacted his utility to cancel his gas supply service with Indra. The following day, we received an inbound drop transaction for the gas account, and the customer's utility determined a service end date of 3/21/19. No termination fees were issued for cancellation.

The attached TPV recording was completed to authorize the enrollment of these accounts in our variable rate product. Since the accounts were not enrolled in a fixed rate product, the customer was not sent any notices regarding the expiration of any contract.

We have attempted to follow up with the customer, but thus far have been unsuccessful. 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 willing to rerate the customer's most recent variable gas bill to the rate we have on file for his gas utility (35.84 cents), 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 \$209.73 for the billing cycle of 1/22/19 – 2/20/19.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/22/2019	2/20/2019	220	\$293.70	\$0.3584	\$78.85	\$5.13	\$83.97	\$209.73

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

Thank you.

William Schaaf – Lead Compliance Investigator



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

www.IndraEnergy.com

From: Orpheus Craigue

Sent: Thursday, February 28, 2019 7:43 PM

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 #: 00254856 [ref:_00Dt0GzXt._500t0FM81x:ref]

Hello Christina,

We have been attempting to connect with [REDACTED] to discuss his account, and hope to be able to provide you a comprehensive response regarding his case tomorrow. In the meantime, we just wanted to attach the TPV completed by the customer on 11/30/2015, as well as confirm that the customer's gas account has been dropped, and has an upcoming end date of 3/21/2019.

We will follow up when possible. Thanks.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

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

Sent: Monday, February 25, 2019 15:15

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254856 [ref:_00Dt0GzXt._500t0FM81x:ref]



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

CASE ID: 00254856

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Fairfield, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Fairfield, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC dba Indra Energy

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 afternoon.

According to this consumer, his account was enrolled with Indra Energy without his knowledge or consent.

Please review this account and advise:

1. When, how, and by whom the account was enrolled.
2. If a request to cancel the enrollment has been received. If so, on what date was the cancellation processed and what is the service end effective date provided the distribution utility.
3. If an ETF applies to this enrollment. If so, will the fee be waived and if not, why not.

Additionally, please provide copies of all enrollment, renewal, and/or rebranding documentation associated with this enrollment\account.

Further, please contact [REDACTED] regarding this issue.

Thank you.

Sincerely,

Christina Cassady

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,_500t0FM81x:ref

Orpheus Craigue

From: Lee Garry <contactthepuco@puc.state.oh.us>
Sent: Friday, February 15, 2019 2:27 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253560 [ref:_00Dt0GzXt_500t0FLMaN:ref]



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

CASE ID: 00253560

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Lima, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Lima, Ohio [REDACTED]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]
[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:

This customer disputes enrolling with Palmco for gas and electric. She is being charged \$0.24/kwh for electric and \$7.981/Mcf for gas.

Please provide all details of enrollment including sales calls, TPV, T&Cs and explained justification for the rates being charged.

Sincerely,

Lee Garry

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:_00D0GzXt._500t0FLMaN:ref

William Schaaf

From: William Schaaf
Sent: Friday, February 22, 2019 8:04 AM
To: Lee Garry
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253560 [ref_00Dt0GzXt_500t0FLMaN:ref]
Attachments: PUCO-00253560-[REDACTED]-TPV.MP3; PUCO-00253560-[REDACTED]Agreement.pdf; PUCO-00253560-[REDACTED]-Confirmation Pack-Electric.pdf; PUCO-00253560-[REDACTED]-Confirmation Pack-Gas.pdf

Hello Lee and the PUCO,

Regarding Case # 00253560, [REDACTED]

[REDACTED] enrolled her gas and electric accounts in Palmco's service on 7/17/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 8/15/18 and 8/27/18, respectively.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms her enrollment.

On 12/24/18, [REDACTED] contacted our Customer Service line and requested the cancellation of her accounts. As a result, outbound drop transactions were submitted, and service end dates were determined by the customer's gas and electric utilities. The customer's gas and electric accounts stopped receiving our supply on 1/16/19 and 1/28/19, respectively. No termination fees were issued for the customer's decision to opt out of our supply.

Our Customer Service staff spoke with [REDACTED] again on 2/13/19. The customer expressed concerns over her bills, and she was advised that her accounts would be escalated for further review. After reviewing her accounts, in an effort to ensure customer satisfaction, we proceeded with rerating the customer's final gas and electric bills to the rate we have on file for her gas and electric utilities. This resulted in an adjustment of \$49.95 to the customer's gas account for the billing cycle of 12/13/18 – 1/16/19, and an adjustment of \$134.19 to the electric account for the billing cycle of 12/29/18 – 1/28/19. These adjustments were sent to the customer's gas and electric utilities in the form of a check. This provided the customer with the financial effect of expediting her return to the utility's standard service, making the termination of Indra's supply closer to the date of her cancellation request.

[REDACTED] completed the attached TPV recording and signed agreement, by which she provided authorization to enroll her accounts. At the time of enrollment, the customer agreed to enroll her gas and electric accounts in a variable rate product, which included an introductory rate for the first two billing cycles. The customer's accounts were billed according to the terms she agreed to.

Please let us know if we can be of any further assistance.

Thank you.

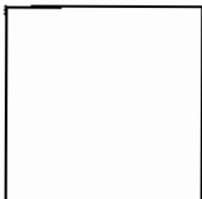
William Schaaf – Lead Compliance Investigator



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

www.IndraEnergy.com

From: Lee Garry [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, February 15, 2019 2:27 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253560 [ref:_00Dt0GzXt._500t0FLMaN:ref]



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

CASE ID: 00253560

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Lima, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Lima, 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:

This customer disputes enrolling with Palmco for gas and electric. She is being charged \$0.24/kwh for electric and \$7.981/Mcf for gas.

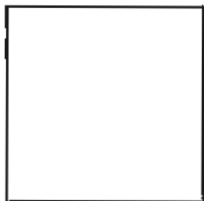
Please provide all details of enrollment including sales calls, TPV, T&Cs and explained justification for the rates being charged.

Sincerely,

Lee Garry

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,_500t0FLMaN:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 13, 2019 4:28 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253212 [ref:_00Dt0GzXt_500t0FL5Tj:ref]



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

CASE ID: 00253212

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Sandusky, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Sandusky, Ohio [REDACTED]

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:

Good afternoon,

[REDACTED] contacted the PUCO regarding her Columbia bill. The customer states she is unaware of how she was enrolled, and when she contacted Indra was told she was not a customer.

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.

2

ref:_00Dt0GzXt._500t0FL5Tj;ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Tuesday, February 19, 2019 5:02 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253212 [ref:_00Dt0GzXt_500t0FL5Tj:ref]
Attachments: [REDACTED] - Signed Contracts.pdf; [REDACTED] - TPV.mp3; [REDACTED] - Confirmation Packet.pdf
Categories: PUCO Complaint

Hello Maureen,

Regarding Case ID 00253212, [REDACTED]

[REDACTED] gas account was enrolled on 4/18/2017, upon completion of signed contracts and a TPV recording by Kevin Gonzales, as the result of a door-to-door sale. We're including two signed contracts and a TPV recording from this enrollment, as well as the confirmation package sent following enrollment.

A total of two electric accounts and one gas account were submitted, all for the same address [REDACTED]. The two electric enrollments were blocked or rescinded by Ohio Edison, and neither account received our supply. The gas enrollment was successful and received our supply 5/5/17 – 2/6/19.

Palmco began conducting business under its trade name, Indra Energy, in October 2018. The customer continued being billed under Indra according to the variable terms from her April 2017 enrollment.

The customer requested to cancel their service with Indra when they reached out to us for the first time on 2/13/2019. Unfortunately, our CSR was unable to locate the customer's account at the time, and this inquiry was escalated internally after the customer's call. Ultimately, we located the customer's account, and the gas account was dropped the next day. Columbia Gas established a retroactive service end date of 2/6/2019; no ETFs were issued for the customer's cancellation.

Because the customer expressed displeasure with the service she received under the terms of her variable enrollment with Indra, we are going to rerate the customer's final bill with Indra to the rate we have on record for Columbia Gas. This adjustment will be submitted to the utility in order to be reflected on the customer's account. See below chart for how we've arrived at the refund amount of \$406.96 for the customer's February bill. If you have any questions, please feel free to reach out.

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/8/19	2/6/19	287	535.02	0.41800	119.97	8.10	128.06	\$ 406.96

Thank you.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 19, 2019 11:41
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253212 [ref:_00Dt0GzXt._500t0FL5Tj:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Second Request for Information
Regarding the Initial Submission of a Consumer Complaint**

Please Respond Within 3 Days

CASE ID: 00253212
COMPANY:
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Sandusky, Ohio [REDACTED]
SERVICE ADDRESS: [REDACTED] Sandusky, Ohio [REDACTED]
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER: [REDACTED]
[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 2/13/2019. Please review the customer's concerns and respond within three business days.

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

Sent: 2/13/2019 4:27 PM

To: compliance@indraenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253212 [ref:_00Dt0GzXt._500t0FL5Tj:ref]



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

CASE ID: 00253212

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Sandusky, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Sandusky, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]
[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 afternoon,

[REDACTED] contacted the PUCO regarding her Columbia bill. The customer states she is unaware of how she was enrolled, and when she contacted Indra was told she was not a customer.

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

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ref:_00Dt0GzXt._500t0FL5Tj;ref

Orpheus Craigue

From: Alfred Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, February 15, 2019 8:40 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253253 [ref:_00Dt0GzXt_500t0FL7Tr:ref]



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

CASE ID: 00253253

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Canton, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Canton, Ohio
[REDACTED]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]
[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:

Good morning,

Customer was contacted by Palmco regarding saving up to \$12 monthly on her bill. After Indra took over his account, his rate went from 5 cents per kwh to 24 cents per kilowatt. He doesn't understand how that could happen. His bill is now \$690 instead of \$120. Customer wishes to cancel the service and return to utility.

Please review and advise:

1. What are the terms and conditions including the rate of the plan for which customer was enrolled?

2. When and how was customer notified of a change in their rate?
3. Has customer contacted Indra to request to cancel?
4. Can you adjust customer's bill and re-rate based on utility price to compare?

Any additional information would be appreciated. Thank you.

Sincerely,

Alfred Thompson

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,_500t0FL7Tr:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Wednesday, February 20, 2019 6:29 PM
To: Alfred Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253253 [ref:_00Dt0GzXt_500t0FL7Tr:ref]
Attachments: [REDACTED]-Agreement.pdf; [REDACTED]-TPV.mp3; [REDACTED]-Confirmation Pack.pdf
Categories: PUCO Complaint

Hello Alfred and the PUCO,

Regarding Case # 00253253, [REDACTED]:

[REDACTED] enrolled his electric account in Palmco's service on 8/25/18, 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. Shortly thereafter, Palmco began doing business as Indra Energy. Customers were provided a postcard explaining the brand name change. [REDACTED] account began receiving Indra's supply on 10/1/18.

On 2/14/19, [REDACTED] contacted our Customer Service line regarding his account. The customer declined an offer to switch his existing variable rate plan to a fixed rate product, and instead requested to cancel his account with Indra. As a result, an outbound drop transaction was processed, and the customer's utility determined a service end date of 3/4/19. No termination fees were issued for the customer's decision to opt out of our supply.

At the time of enrollment, [REDACTED] agreed to enroll his electric account in a variable rate product, which included an introductory rate for the first two billing cycles. Although the customer has been billed according to the terms he agreed to, in the interest of providing the customer a satisfactory resolution to his concerns, we have rerated his most recent bill to the rate we have on file for his electric utility. This resulted in an adjustment of \$420.93 for the billing cycle of 1/3/19 – 2/1/19, which was applied to the customer's account. The customer's upcoming final bill will also be adjusted accordingly. Ultimately, this will provide the customer with the financial effect of expediting his return to the utility's standard service, making the termination of Indra's supply effective over a month prior to his cancellation request.

Please let us know if we can be of any further assistance.

Thank you.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

From: Alfred Thompson <contactthepuco@puc.state.oh.us>
Sent: Friday, February 15, 2019 08:40
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253253 [ref:_00Dt0GzXt_500t0FL7Tr:ref]

Cheryl Smith

From: Indra Energy Compliance
Sent: Thursday, May 30, 2019 2:52 PM
To: 'Darita Patterson'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508541 [ref:_00Dt0GzXt._500t0J1Xyi:ref]
Attachments: [REDACTED].TPV.mp3

Good afternoon.

Pursuant to the above-captioned complaint, attached is the TPV conducted for the enrollment of the customer's electric and natural gas accounts. A final response will be provided within 10 business days of our receipt of this complaint.

Regards,

Compliance



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

www.IndraEnergy.com

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 30, 2019 12:08 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508541 [ref:_00Dt0GzXt._500t0J1Xyi:ref]



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

CASE ID: 00508541

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Marion, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Marion, Ohio [REDACTED]

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)

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

- Please provide the enrollment TPV and the contract terms and conditions.
- Please state the rate you billed the customer each month since enrollment.
- Please address the allegation that the customer is not being billed according to the contract.
- Please respond with resolution including refund.
- Please cancel immediately without penalty and place customer on your DNC list.

DESCRIPTION OF ISSUE:

Customer is calling about Palmco for gas and electric . She has CGO and OE. She says that she enrolled 8/27/18 through a door-to-door sale. The contract was supposed to be fixed at \$.37 per ccf for 17 months. Her bill jumped to about \$1.49 per ccf and \$.082 per kWh. The door-to-door rep told her that the price would go up for electric to \$.082 per kWh for the next 16 months but that every supplier would be charging that much and led her to believe that his price was competitive.

Sincerely,

Darita Patterson

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._500t0J1Xyi:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Wednesday, June 05, 2019 3:01 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508541 [ref:_00Dt0GzXt._500t0J1Xyi:ref]
Attachments: [REDACTED] TPV.mp3; [REDACTED] Agreement.pdf; [REDACTED] Confirmation Package Electric.pdf; [REDACTED] Confirmation Package Gas.pdf

Good afternoon.

Please be advised that this complaint was opened in two separate cases. Kindly merge both cases and update the PUCO's records accordingly.

The customer's electric and natural gas accounts were enrolled on August 27, 2018, via a door-to-door sale, into an introductory rate of \$0.05400 per kWh for the first month followed by a fixed rate of \$0.08200 per kWh for 16 months, and \$0.37000 per Ccf, both for the first two billing cycles, then a variable rate thereafter. Attached is the sales agreement executed by the customer, the Third-Party Verification voluntarily conducted by the customer acknowledging the terms of the enrollment, and the enrollment confirmation packets, inclusive of the terms and conditions of service, sent to the customer for each of energy account.

On May 30 and June 3, 2019, the company received a cancellation request from the utility for the customer's natural gas and electric account with a service end date of June 19 and July 16, 2019, respectively.

Upon receipt of the customer's complaint, we have conducted a review of the customer's energy accounts and confirmed the charges are according to the rates presented at enrollment. Additionally, as requested, the customer's telephone number [REDACTED] was added to our internal Do Not Call list.

Regards,

Compliance



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

www.IndraEnergy.com

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 30, 2019 12:08 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508541 [ref:_00Dt0GzXt._500t0J1Xyi:ref]



**Public Utilities
Commission**

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00508541

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Marion, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Marion, Ohio [REDACTED]

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)

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

- Please provide the enrollment TPV and the contract terms and conditions.
- Please state the rate you billed the customer each month since enrollment.
- Please address the allegation that the customer is not being billed according to the contract.
- Please respond with resolution including refund.
- Please cancel immediately without penalty and place customer on your DNC list.

DESCRIPTION OF ISSUE:

Customer is calling about Palmco for gas and electric . She has CGO and OE. She says that she enrolled 8/27/18 through a door-to-door sale. The contract was supposed to be fixed at \$.37 per ccf for 17 months. Her bill jumped to about \$1.49 per ccf and \$.082 per kWh. The door-to-door rep told her that the price would go up for electric to \$.082 per kWh for the next 16 months but that every supplier would be charging that much and led her to believe that his price was competitive.

Sincerely,

Darita Patterson

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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PALMco Energy OH, LLC /
PALMco Power OH, LLC

8781 16th Avenue Brooklyn, NY 11214
Telephone: (877) 726-3882
customerservice@palmcoenergy.com
www.palmcoenergy.com

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)		VL1R-05.01
CUSTOMER INFORMATION		
Customer Name:	Relationship to Account Holder: <u>Self</u>	
E-mail Address:		
Please print or type address in the address block to assist in delivery and communications. PALMco does not sell, provide, or share your account information with third parties.		
Service Address:	City: <u>Marietta</u>	State: <u>OH</u> Zip Code: <u>44130</u>
Billing Address (if different):	City: _____	State: _____ Zip Code: _____
Phone Number: _____	<input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Home	
ACCOUNT INFORMATION		
Third Party Verification # (TPV):		
Account Holder's Name on Electricity Account:		
Electricity Utility Account Number:		
Budget Billing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Product Code: <u>Fixed</u>	
Please Choose ONE Of The Electric Price Offerings Below		
Two phase Fixed Electric Rate:		
<u>OHIO-EDISON</u>	Rate of \$ <u>5.48</u> per kWh for the first month followed by a Fixed Rate of \$ <u>8.20</u> per kWh for the remaining <u>16</u> months	
Insert Utility Name	Insert Introductory Price	Units
Standard Fixed Electric Rate:		
Insert Utility Name	Fixed Rate of \$ _____ per kWh for _____ months	
Introductory Electric Variable Rate:		
Insert Utility Name	Insert Introductory Price	Per kWh
You will pay the introductory rate stated above for the first two 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 electric utility may impose. For full details see the Pricing section in the Terms and Conditions.		
Account Holder's Name on Natural Gas Account:		
Natural Gas Utility Account Number:		
Budget Billing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Please Choose ONE Of The Gas Price Offerings Below		
Two Phase Fixed Gas Rate:		
Insert Utility Name	Fixed Rate of \$ _____ per Ccf MCF for the first month followed by a Fixed Rate of \$ _____ per Ccf MCF for the remaining _____ months	
Introductory Gas Variable Rate:		
<u>Columbia Gas</u>	Insert Introductory Price: <u>.374</u>	Per Ccf MCF
Insert Utility Name	Insert Introductory Price	Units
You will pay the introductory rate stated above for the first two 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 <input type="checkbox"/> 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		
1. The representative stated that he/she was representing PALMco and was not from the Electric and/or Natural Gas Distribution Company.		
2. The representative explained that by signing this acknowledgment I was entering into an agreement contract for PALMco to supply my electricity and/or natural gas.		
3. The representative explained to me the price for electricity and/or natural gas under this contract.		
4. For variable rate customers only: The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMco or I decide to cancel the contract. I can access my future variable pricing information at: http://palmcoenergy.com/ohio-variable-rates .		
5. For fixed rate customers only: The representative explained to me that the contract is for a total term of <u>17</u> months and it will be automatically renewed at the end of my fixed rate to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.		
6. The representative explained my right to cancel.		
7. The representative left me a (mobile) legal to cancel notices with me.		
8. The representative advised that his early termination fee would apply if I cancel the contract.		
CUSTOMER AUTHORIZATION		
I authorize my electric and/or natural gas utilities to request information for the delivery of electricity and/or natural gas to my premises and will continue to pay my electric and/or natural gas bills.		
I authorize my electric and/or natural gas utilities to send me a single bill covering my electric and/or natural gas delivery service and PALMco supply service.		
I agree that PALMco does not guarantee savings under this Agreement/Contract.		
INITIAL COOLING OFF PERIOD: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOUR RECEIPT OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.		
FURTHER RIGHT(S) OF REVISION: The buyer has until the seventh day after the contract date on your acknowledgment notice from your utility to cancel this Agreement without paying anything. You must notify your utility to cancel.		
By signing this agreement, you agree to the terms and conditions of this Agreement, including the Terms and Conditions on the reverse side.		
For PALMco Energy OH, LLC:	By _____	
By <u>David Robinson</u>	By _____	
By _____	Date: <u>8/27/18</u>	
REPRESENTATIVE'S SIGNATURE		

OH-E 99996018



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

W: PalmcoEnergy.com
E: CustomerService@PalmcoEnergy.com
Toll free: 1 (877) 726 5862

8/29/2018

[REDACTED]
Marion, 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 **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 Num [REDACTED]

Rate Plan: Initial Rate of \$0.05400/kWh for the first month followed by a Fixed Rate of \$0.08200/kWh for the remaining 16 months.

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 arrears credit 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.	<p>Projected</p> <table><tr><th>Resource</th><th>Percentage</th></tr><tr><td>Natural Gas</td><td>26%</td></tr><tr><td>Coal</td><td>35%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Wind</td><td>2.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Nuclear</td><td>34.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr></table>	Resource	Percentage	Natural Gas	26%	Coal	35%	Biomass	0.5%	Wind	2.5%	Hydro	1%	Nuclear	34.5%	Other	0.5%	<p>Actual</p> <table><tr><th>Resource</th><th>Percentage</th></tr><tr><td>Natural Gas</td><td>27.5%</td></tr><tr><td>Coal</td><td>31.5%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Wind</td><td>3.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Nuclear</td><td>35%</td></tr><tr><td>Oil</td><td>0.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr></table>	Resource	Percentage	Natural Gas	27.5%	Coal	31.5%	Biomass	0.5%	Wind	3.5%	Hydro	1%	Nuclear	35%	Oil	0.5%	Other	0.5%
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Air Emissions – Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<table><tr><th>Pollutant</th><th>Actual</th><th>Projected</th><th>Regional Average</th></tr><tr><td>Carbon dioxide</td><td>~85%</td><td>~95%</td><td>~90%</td></tr><tr><td>Nitrogen oxides</td><td>~65%</td><td>~85%</td><td>~80%</td></tr><tr><td>Sulfur Dioxide</td><td>~55%</td><td>~85%</td><td>~80%</td></tr></table>		Pollutant	Actual	Projected	Regional Average	Carbon dioxide	~85%	~95%	~90%	Nitrogen oxides	~65%	~85%	~80%	Sulfur Dioxide	~55%	~85%	~80%																		
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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.																																				



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

W: PalmcoEnergy.com
E: CustomerService@PalmcoEnergy.com
Toll free: 1 (877) 726 5862

8/29/2018

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

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

Below is a summary of your service account with PALMco:

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

Utility Account Number: [REDACTED]

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

Cancellation Fees: None.

Budget Billing: Please contact Columbia Gas.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to 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).

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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.	<p>Projected</p> <table><tr><th>Resource</th><th>Percentage</th></tr><tr><td>Natural Gas</td><td>26%</td></tr><tr><td>Coal</td><td>35%</td></tr><tr><td>Nuclear</td><td>34.5%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Wind</td><td>2.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Other</td><td>0.5%</td></tr></table>	Resource	Percentage	Natural Gas	26%	Coal	35%	Nuclear	34.5%	Biomass	0.5%	Wind	2.5%	Hydro	1%	Other	0.5%	<p>Actual</p> <table><tr><th>Resource</th><th>Percentage</th></tr><tr><td>Natural Gas</td><td>27.5%</td></tr><tr><td>Coal</td><td>31.5%</td></tr><tr><td>Nuclear</td><td>35%</td></tr><tr><td>Biomass</td><td>0.5%</td></tr><tr><td>Wind</td><td>3.5%</td></tr><tr><td>Hydro</td><td>1%</td></tr><tr><td>Oil</td><td>0.5%</td></tr><tr><td>Other</td><td>0.5%</td></tr></table>	Resource	Percentage	Natural Gas	27.5%	Coal	31.5%	Nuclear	35%	Biomass	0.5%	Wind	3.5%	Hydro	1%	Oil	0.5%	Other	0.5%
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Environmental Characteristics– A description of the characteristics associated with each possible generation resource.	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	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															
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Air Emissions – Product-specific projected and actual air emissions for this period compared to the regional average air emissions.	<table><tr><th>Pollutant</th><th>Actual</th><th>Projected</th><th>Regional Average</th></tr><tr><td>Carbon dioxide</td><td>~85%</td><td>~95%</td><td>100%</td></tr><tr><td>Nitrogen oxides</td><td>~65%</td><td>~85%</td><td>100%</td></tr><tr><td>Sulfur Dioxide</td><td>~55%</td><td>~85%</td><td>100%</td></tr></table>	Pollutant	Actual	Projected	Regional Average	Carbon dioxide	~85%	~95%	100%	Nitrogen oxides	~65%	~85%	100%	Sulfur Dioxide	~55%	~85%	100%																			
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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.																																				

Cheryl Smith

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 30, 2019 12:08 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508541 [ref:_00Dt0GzXt._500t0J1Xyi:ref]



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

CASE ID: 00508541

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Marion, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Marion, Ohio [REDACTED]

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)

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

- Please provide the enrollment TPV and the contract terms and conditions.
- Please state the rate you billed the customer each month since enrollment.
- Please address the allegation that the customer is not being billed according to the contract.
- Please respond with resolution including refund.
- Please cancel immediately without penalty and place customer on your DNC list.

DESCRIPTION OF ISSUE:

Customer is calling about Palmco for gas and electric . She has CGO and OE. She says that she enrolled 8/27/18 through a door-to-door sale. The contract was supposed to be fixed at \$.37 per ccf for 17 months. Her bill jumped to about \$1.49 per ccf and \$.082 per kWh. The door-to-door rep told her that the price would go up for electric to \$.082 per kWh for the next 16 months but that every supplier would be charging that much and led her to believe that his price was competitive.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0J1Xyi:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Thursday, May 30, 2019 2:53 PM
To: 'Darita Patterson'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508542 [ref:_00Dt0GzXt._500t0J1Y00:ref]
Attachments: [REDACTED].TPV.mp3

Good afternoon.

Pursuant to the above-captioned complaint, attached is the TPV conducted for the enrollment of the customer's electric and natural gas accounts. A final response will be provided within 10 business days of our receipt of this complaint.

Regards,

Compliance



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

www.IndraEnergy.com

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 30, 2019 12:12 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508542 [ref:_00Dt0GzXt._500t0J1Y00:ref]



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

CASE ID: 00508542

COMPANY:

CUSTOMER:

ADDRESS: [REDACTED], Marion, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Marion, 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)***

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

- Please provide the enrollment TPV and the contract terms and conditions.
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- Please address the allegation that the customer is not being billed according to the contract.
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Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0J1Y00:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Wednesday, June 05, 2019 3:10 PM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508542 [ref:_00Dt0GzXt._500t0J1Y00:ref]
Attachments: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508541 [ref:_00Dt0GzXt._500t0J1Xyi:ref]

Good afternoon.

Please be advised this customer's complaint was opened in two separate cases. Refer to the response for case number 00508541 on this matter. Kindly merge both cases and update Indra Energy's complaint statistics accordingly.

Regards,

Compliance



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

www.IndraEnergy.com

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 30, 2019 12:12 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508542 [ref:_00Dt0GzXt._500t0J1Y00:ref]



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

CASE ID: 00508542

COMPANY:

CUSTOMER:

ADDRESS: [REDACTED], Marion, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Marion, Ohio [REDACTED]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER:

***Note to supplier: To ensure your response attaches to the appropriate case, please reply to this email without changing the subject line. A status

update must be provided within 3 business days of the initial request and a final response needs to be provided within 10 business days. If a copy of the TPV is requested, this must be provided within 3 business days, per O.A.C. 4901:1-21-06(D)(1)(h)(v)***

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

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ref:_00Dt0GzXt._500t0J1Y00:ref



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

W: PalmcoEnergy.com
E: CustomerService@PalmcoEnergy.com
Toll free: 1 (877) 726 5862

8/29/2018

[REDACTED]
Marion, 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 **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: Initial Rate of \$0.05400/kWh for the first month followed by a Fixed Rate of \$0.08200/kWh for the remaining 16 months.

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

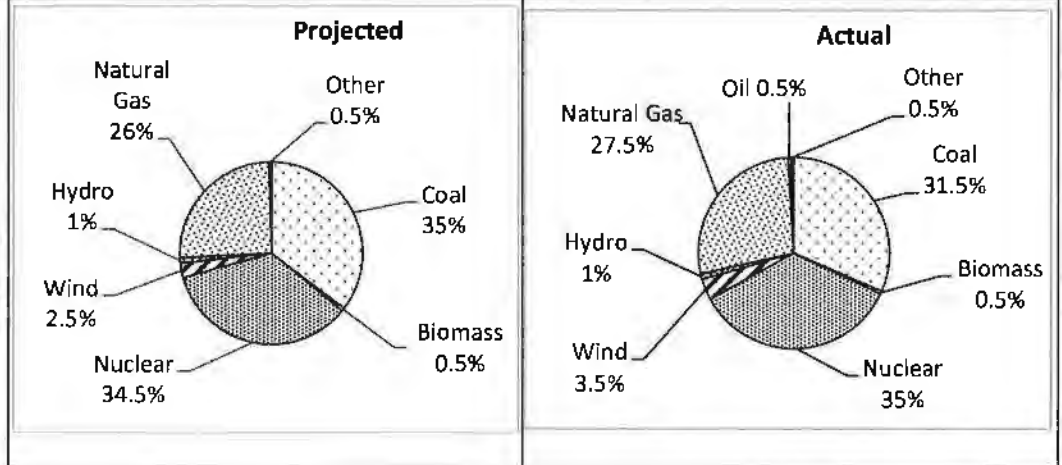
Environmental Disclosure Information – Quarterly Comparisons

PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

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

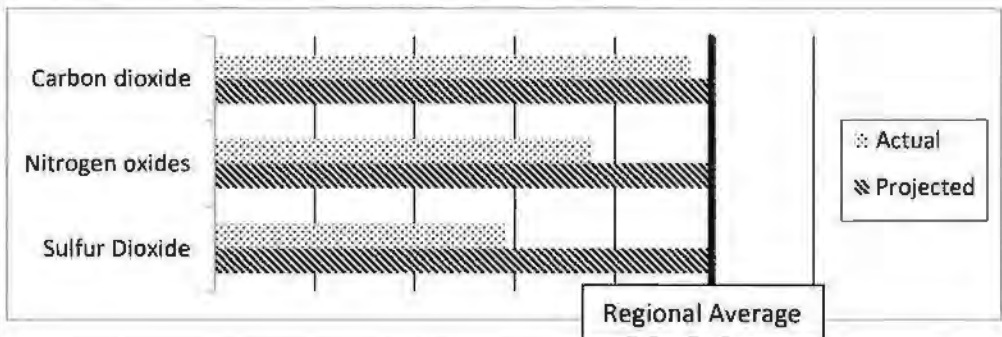
Generation Resource Mix -
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



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.



**PALMCO Energy OH, LLC /
PALMCO Power OH, LLC**

3781 18th Avenue Brooklyn, NY 11214
Telephone: (877) 726-5862
customer.service@palmcoenergy.com
www.palmcoenergy.com

NATURAL GAS & ELECTRIC POWER SUPPLY RESIDENTIAL AGREEMENT (OHIO)		VE1A-05.01
CLIENT INFORMATION		
Customer Name:	Relationship to Account Holder: <u>Self</u>	
E-mail Address:		
<small>Please provide your address to the utility companies and to the local government. PALMCO does not sell, provide, or share your client information with third parties.</small>		
Service Address:	City: <u>Marion</u>	State: <u>OH</u> Zip Code: <u></u>
Billing Address (if different):	City: <u></u>	State: <u></u> Zip Code: <u></u>
Phone Number: <u></u>	<input type="checkbox"/> Mobile <input checked="" type="checkbox"/> Home	
ACCOUNT INFORMATION		
Third Party Verification # (TPV):		
Account Holder's Name on Electricity Account:		
Electricity Utility Account Number:		
Budget Billing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Product Code:	<u>Fixed</u>
Please Choose ONE Of The Electric Price Offerings Below		
Two phase Fixed Electric Rate:		
<u>OHED-EDISON</u>	Rate of \$ <u>5.48</u> per kWh for the first month followed by a Fixed Rate of \$ <u>8.208</u> per kWh for the remaining <u>16</u> months	
Insert Utility Name		
Standard Fixed Electric Rate:		
Insert Utility Name	Fixed Rate of \$ <u></u> per kWh for <u></u> months	
Introductory Electric Variable Rate:		
Insert Utility Name	Insert Introductory Price	Per kWh
<small>You will pay the introductory rate stated above for the first two 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 electric utility may impose. For full details see the Pricing section in the Terms and Conditions.</small>		
Account Holder's Name on Natural Gas Account:		
Natural Gas Utility Account Number:		
Budget Billing: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Please Choose ONE Of The Gas Price Offerings Below:		
Two Phase Fixed Gas Rate:		
Insert Utility Name	Fixed Rate of \$ <u></u> per Ccf for the first month followed by a Fixed Rate of \$ <u></u> per Ccf for the remaining <u></u> months	
Introductory Gas Variable Rate:		
<u>Columbia Gas</u>	Rate of \$ <u>.374</u> per Ccf for the first month followed by a Fixed Rate of \$ <u></u> per Ccf for the remaining <u></u> months	
Insert Utility Name	Insert Introductory Price	Per Ccf
<small>You will pay the introductory rate stated above for the first two 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.</small>		
Enrollment Promotion <input type="checkbox"/> 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		
1. The representative stated that he was representing PALMCO and was not from the Electric and/or Natural Gas Distribution Company.		
2. The representative explained that by signing this enrollment form I was entering into an agreement with PALMCO to supply my electricity and/or gas.		
3. The representative explained to me the price for electricity and/or natural gas under this contract.		
4. For variable rate customers only: The representative explained that the contract is for one month and will continue on a month-to-month basis until either PALMCO or I decide to cancel the contract. I can access my future variable pricing information at: https://palmcoenergy.com/ohio/variable-rates .		
5. For fixed rate customers only: The representative explained to me that the contract is for a total term of <u>17</u> months and it will be automatically renewed at the end of my fixed rate to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.		
6. The representative explained my right to cancel.		
7. The representative explained my right to cancel notices with me.		
8. The representative disclosed that the early termination fee would apply if I cancel the contract.		
CUSTOMER AUTHORIZATION		
1. I authorize and agree that PALMCO (and its affiliates) will remain responsible for the delivery of electricity and/or natural gas to my premises and will continue to provide me with a safe, reliable and efficient service.		
2. I authorize and agree that PALMCO will have a single point of contact for my electric and/or natural gas delivery service and PALMCO's supply service.		
3. I agree that PALMCO does not discriminate against me in its service.		
INITIAL COOLING OFF PERIOD: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOUR RECEIPT OF COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.		
FURTHER RIGHT(S) OF REVISION: Thereafter, you the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice from your utility to rescind this Agreement without paying anything. You must contact your utility to rescind.		
By signing this form, you agree to the Terms and Conditions of this Agreement, including the Pricing and Conditions on the reverse side.		
For: <u>David Robinson</u>	By: <u></u>	
By: <u></u>	By: <u></u>	
By: <u></u>	Date: <u>8/27/18</u>	
OH-E 99996018		



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

W: PalmcoEnergy.com
E: CustomerService@PalmcoEnergy.com
Toll free: 1 (877) 726 5862

8/29/2018

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

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

Below is a summary of your service account with PALMco:

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

Utility Account Number: [REDACTED]

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

Cancellation Fees: None.

Budget Billing: Please contact Columbia Gas.

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience. If not, we'd love to 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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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

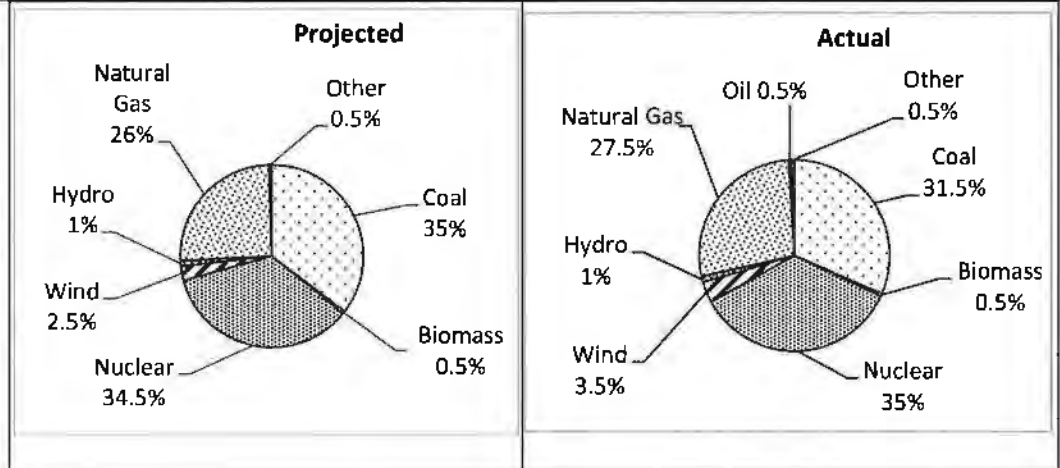
Environmental Disclosure Information – Quarterly Comparisons

PALMco Power OH, LLC

Projected Data for the 2018 Calendar Year

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

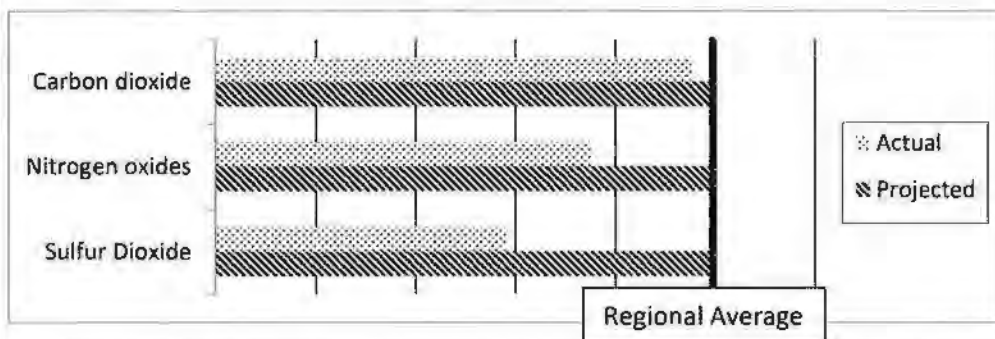
Generation Resource Mix -
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



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.

Cheryl Smith

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Thursday, May 30, 2019 12:12 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00508542 [ref:_00Dt0GzXt._500t0J1Y00:ref]



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

CASE ID: 00508542

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Marion, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Marion, 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)***

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

- Please provide the enrollment TPV and the contract terms and conditions.
- Please state the rate you billed the customer each month since enrollment.
- Please address the allegation that the customer is not being billed according to the contract.
- Please respond with resolution including refund.
- Please cancel immediately without penalty and place customer on your DNC list.

DESCRIPTION OF ISSUE:

Customer is calling about Palmco for gas and electric . She has CGO and OE. She says that she enrolled 8/27/18 through a door-to-door sale. The contract was supposed to be fixed at \$.37 per ccf for 17 months. Her bill jumped to about \$1.49 per ccf and \$.082 per kWh. The door-to-door rep told her that the price would go up for electric to \$.082 per kWh for the next 16 months but that every supplier would be charging that much and led her to believe that his price was competitive.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt,_500t0J1Y00:ref

Cheryl Smith

From: Kevin Roman
Sent: Wednesday, June 05, 2019 12:56 PM
To: Bellkys Castillo; Billing Operations Team
Cc: Keenia Joseph
Subject: RE: PUCO- [REDACTED] COLOHG [REDACTED]

Did you run it without dashes/hyphens? # should be [REDACTED] before the EOS Macro is run.

I listed the data below, which had the same .37 INT rate for the 9/18/18 – 10/17/18 bill.

ServiceAccountNumber	InvoiceType	InvoiceBillType	ServiceBeginDate	ServiceEndDate	ChargeCategory
[REDACTED]					State and Local Sales Tax
[REDACTED]	Standard	Rate Ready	2018-09-18 00:00:00	2018-10-17 00:00:00	Energy Charge

Kevin Roman – Operations Analyst



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

www.IndraEnergy.com

From: Bellkys Castillo
Sent: Wednesday, June 5, 2019 12:51 PM
To: Billing Operations Team <BillingOperationsTeam@indraenergy.com>
Cc: Keenia Joseph <kjoseph@indraenergy.com>
Subject: PUCO- [REDACTED] COLOHG [REDACTED]

Good afternoon.

I ran the EOS macro for the natural gas account (charges attached – exported from P2C), per P2C notes, but it is not producing any data. We were supposed to charge the customer \$0.37000/Ccf for the first two billing cycles, which the attached does not show the same.

Essentially, I want to confirm that the service start date was in October 2018, and not prior, as charges reflected on the attached starts on October 17, 2018. If the services indeed began in October 2018, then we would need to credit the customer's second billing cycle according to the terms and conditions.

Please kindly assist.

Thank you.

Bellkys Castillo – Compliance Supervisor



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

Orpheus Craigue

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 20, 2019 9:59 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253476 [ref:_00Dt0GzXt_500t0FLEZW:ref]



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

CASE ID: 00253476

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Cincinnati, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]
[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 and spoke to one of our intake workers regarding her complaint. The customer stated that she contacted Palmco in February 2018 and asked to cancel the enrollment. The enrollment was never cancelled. She just recently realized that the enrollment was never dropped. She stated that she is paying a much higher rate than what she believed she enrolled.

Please investigate. When did the account enroll? What were the terms of the enrollment? Please provide a copy of the TPV and contract and any other letters and materials mailed out to the customer. Did the customer call in February 2018 to cancel as she stated? What happened that the drop was not processed at that time?

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.

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William Schaaf

From: William Schaaf
Sent: Friday, February 22, 2019 2:29 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253476 [ref_00Dt0GzXt_500t0FLEZW:ref]
Attachments: [REDACTED]TPV.MP3; [REDACTED]-Agreement.pdf; [REDACTED]Confirmation Pack-Electric.pdf; [REDACTED]Confirmation Pack-Gas.pdf

Hello Tara and the PUCO,

Regarding Case # 00253476, [REDACTED]

[REDACTED] enrolled her gas and electric accounts in Palmco's variable rate service on 1/20/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 2/6/18.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms of her enrollment.

[REDACTED] first contacted our Customer Service line on 2/13/19. The customer requested the cancellation of her accounts, which was processed promptly and without penalty. Outbound drop transactions were submitted, and service end dates were established by the customer's utility. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/7/19 and 3/6/19, respectively. We have no record of the customer contacting our office to cancel her service prior to this call.

In an effort to ensure customer satisfaction, we are planning to rerate the customer's most recent gas and electric bills to the rates we have on file for her utilities. We've included a chart below with our calculations for these adjustments. The customer's upcoming final bills are also flagged to be adjusted accordingly. This will provide the financial effect of expediting the customer's return to the utility's standard service, making the termination of Indra's supply effective over a month prior to the date of the customer's cancellation request.

Gas Adjustment

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/8/2019	2/6/2019	135	\$253.29	\$0.3584	\$48.38	\$3.39	\$51.77	\$201.52

Electric Adjustment

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/8/2019	2/6/2019	289	\$70.25	\$0.0615	\$17.77	\$52.48

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator



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

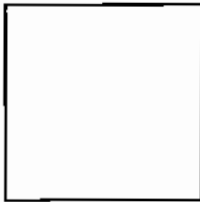
www.IndraEnergy.com

From: Tara Jones [mailto:contactthepuco@puc.state.oh.us]

Sent: Wednesday, February 20, 2019 9:59 AM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253476 [ref:_00Dt0GzXt._500t0FLEZW:ref]



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

CASE ID: 00253476

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Cincinnati, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]
[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 and spoke to one of our intake workers regarding her complaint. The customer stated that she contacted Palmco in February 2018 and asked to cancel the enrollment. The enrollment was never cancelled. She just recently realized that the enrollment was never dropped. She stated that she is paying a much higher rate than what she believed she enrolled.

Please investigate. When did the account enroll? What were the terms of the enrollment? Please provide a copy of the TPV and contract and any other letters and materials mailed out to the customer. Did the customer

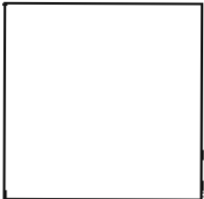
call in February 2018 to cancel as she stated? What happened that he drop was not processed at that time?

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.



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Orpheus Crague

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Friday, February 15, 2019 2:54 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253480 [ref:_00Dt0GzXt_500t0FLEhC:ref]



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

CASE ID: 00253480

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Cincinnati, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Cincinnati, 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:

This customer contacted our office and spoke to one of our intake workers regarding her complaint. The customer stated that she contacted Palmco in February 2018 and asked to cancel the enrollment. The enrollment was never cancelled. She just recently realized that the enrollment was never dropped. She stated that she is paying a much higher rate than what she believed she enrolled.

Please investigate. When did the account enroll? What were the terms of the enrollment? Please provide a copy of the TPV and contract and any other letters and materials mailed out to the customer. Did the customer call in February 2018 to cancel as she stated? What happened that the drop was not processed at that time?

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._500t0FLEhC:ref

William Schaaf

From: William Schaaf
Sent: Friday, February 22, 2019 11:22 AM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253480 [ref:_00Dt0GzXt_500t0FLEhC:ref]
Attachments: [REDACTED]TPV.MP3; [REDACTED]-Agreement.pdf; [REDACTED]-Confirmation Pack-Electric.pdf; [REDACTED]-Confirmation Pack-Gas.pdf

Hello Tara and the PUCO,

Regarding Case # 00253480, [REDACTED]

[REDACTED] enrolled her gas and electric accounts in Palmco's variable rate service on 1/20/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 2/6/18.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms her enrollment.

[REDACTED] first contacted our Customer Service line on 2/13/19. The customer requested the cancellation of her accounts, which was processed promptly and without penalty. Outbound drop transactions were submitted, and service end dates were established by the customer's utility. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/7/19 and 3/6/19, respectively. We have no record of the customer contacting our office to cancel her service prior to this call.

In an effort to ensure customer satisfaction, we are planning to rerate the customer's most recent gas and electric bills to the rates we have on file for her utilities. We've included a chart below with our calculations for these adjustments. The customer's upcoming final bills are also flagged to be adjusted accordingly. This will provide the financial effect of expediting the customer's return to the utility's standard service, making the termination of Indra's supply effective over a month prior to the date of the customer's cancellation request.

Gas Adjustment

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/8/2019	2/6/2019	135	\$253.29	\$0.3584	\$48.38	\$3.39	\$51.77	\$201.52

Electric Adjustment

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/8/2019	2/6/2019	289	\$70.25	\$0.0615	\$17.77	\$52.48

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator



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

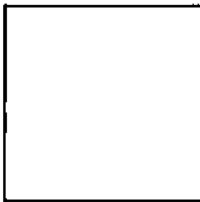
www.IndraEnergy.com

From: Tara Jones [mailto:contactthepuco@puc.state.oh.us]

Sent: Friday, February 15, 2019 2:54 PM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253480 [ref:_00Dt0GzXt._500t0FLEhC:ref]



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

CASE ID: 00253480

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cincinnati, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Cincinnati, 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:

This customer contacted our office and spoke to one of our intake workers regarding her complaint. The customer stated that she contacted Palmco in February 2018 and asked to cancel the enrollment. The enrollment was never cancelled. She just recently realized that the enrollment was never dropped. She stated that she is paying a much higher rate than what she believed she enrolled.

Please investigate. When did the account enroll? What were the terms of the enrollment? Please provide a copy of the TPV and contract and any other letters and materials mailed out to the customer. Did the customer

call in February 2018 to cancel as she stated? What happened that he drop was not processed at that time?

Sincerely,

Tara Jones

Public Utilities Commission of Ohio

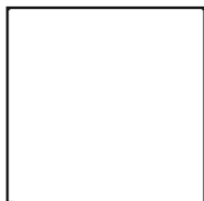
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FLEhC:ref

Thomas Sheehy

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Monday, December 10, 2018 3:44 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00240992 [ref:_00Dt0GzXt_500t0Dljht:ref]



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

CASE ID: 00240992

COMPANY: [REDACTED]

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Euclid, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Euclid, Ohio
[REDACTED]

AIQ: Palmco Energy OH LLC [REDACTED]

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 afternoon,

Customer has no idea how her account became enrolled with Palmco Energy.

Please advise when and how the account was acquired?

If this was a telephonic enrollment, please forward the sales call for review.

Do you have record of the enrollment being canceled? If so, as of when?

Please forward a copy of the TPV for review.

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

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

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ref:_00Dt0GzXt._500t0Dljht:ref

William Schaaf

From: William Schaaf
Sent: Thursday, December 13, 2018 2:49 PM
To: Cindi Mack
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00240992 [ref:_00Dt0GzXt._500t0Dljht:ref]
Attachments: [REDACTED].TPV.MP3; [REDACTED]-Confirmation Pack.pdf; Indra Post Card.pdf; [REDACTED]-Sales Call.wav

Hello Cindi and the PUCO,

Regarding Case# 00240992, [REDACTED]:

[REDACTED] enrolled her electric account in Palmco's supply service on 8/25/18, upon completion of the attached TPV recording. A confirmation package was then sent to the customer detailing the terms of service, and Palmco began servicing her account on 10/4/18.

On 9/28/18, the customer was sent a postcard explaining that Palmco was changing its trade name to Indra Energy. Palmco began conducting business under Indra Energy in October 2018.

[REDACTED] contacted our Customer Service line on 10/2/18, and our CSR went over the details of her enrollment.

After being contacted by [REDACTED] again on 10/18/18, we submitted an outbound drop transaction per her request. The customer's utility, Cleveland Illuminating, then established a service end date of 10/31/18. No ETFs were issued for the customer's decision to opt out of our supply service.

At the time of enrollment, [REDACTED] agreed to switch her electric supply service to Palmco with an initial rate of 5.4 cents per kWh for the first month, and a fixed rate of 8.2 cents per kWh for the following 16 months. The customer received our supply from 10/4/18 – 10/31/18 and was billed at the contracted rate of 5.4 cents per kWh, which based on our records was lower than the utility's standard offer.

Please let us know if we can be of further assistance. Thank you.

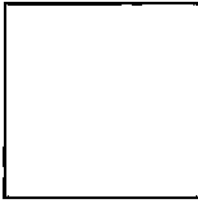
William Schaaf – Lead Compliance Investigator



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

www.IndraEnergy.com

From: Cindi Mack [mailto:contactthepuco@puc.state.oh.us]
Sent: Monday, December 10, 2018 3:44 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00240992 [ref:_00Dt0GzXt._500t0Dljht:ref]



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

CASE ID: 00240992

COMPANY:

CUSTOMER:

ADDRESS: [REDACTED] Euclid, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Euclid, 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 afternoon,

Customer has no idea how her account became enrolled with Palmco Energy.

Please advise when and how the account was acquired?
If this was a telephonic enrollment, please forward the sales call for review.
Do you have record of the enrollment being canceled? If so, as of when?
Please forward a copy of the TPV for review.
If there is any other information that I should know, it would be greatly appreciated. Thank you!

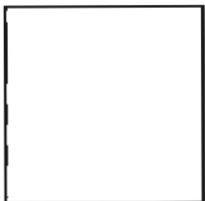
Sincerely,

Cindi Mack

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

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0Dljht:ref

Orpheus Craigue

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 14, 2019 8:28 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253039 [ref:_00Dt0GzXt_500t0FL1xv:ref]



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

CASE ID: 00253039

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Columbus, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Columbus, Ohio [REDACTED]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Good morning!

[REDACTED] spoke to staff yesterday regarding his enrollment. He said that he did not authorize his account to be enrolled with your company.

Please forward all supporting documentation related to his enrollment. Including all signed documents, how the account was enrolled, send a copy of the sales call if it was a telephonic enrollment, a copy of the TPV, if this was an online enrollment, please forward the IP address and the email address that was used.

Did the customer contact the company about this? If so, when and what was he advised?

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

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ref:_00Dt0GzXt._500t0FL1xv:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, February 15, 2019 1:19 PM
To: Cindi Mack
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253039 [ref:_00Dt0GzXt_500t0FL1xv:ref]

Categories: PUCO Complaint

Good afternoon Cindi,

After searching the name and the address here, we've been unable to find any record of this customer as a current customer or under any recent enrollments. If you do believe this customer has been enrolled with Indra, we would appreciate having some additional information on hand to help us locate the account – such as either a phone number or account number(s).

Otherwise, we don't believe this individual is a customer of ours.

Please follow up if you need anything else. Thank you.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 14, 2019 08:28
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00253039 [ref:_00Dt0GzXt_500t0FL1xv:ref]



**Public Utilities
Commission**

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

CASE ID: 00253039

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Columbus, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Columbus, Ohio [REDACTED]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Good morning!

[REDACTED] spoke to staff yesterday regarding his enrollment. He said that he did not authorize his account to be enrolled with your company.

Please forward all supporting documentation related to his enrollment. Including all signed documents, how the account was enrolled, send a copy of the sales call if it was a telephonic enrollment, a copy of the TPV, if this was an online enrollment, please forward the IP address and the email address that was used.

Did the customer contact the company about this? If so, when and what was he advised?

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

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ref:_00Dt0GzXt._500t0FL1xv:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Wednesday, May 29, 2019 6:15 PM
To: 'PUCO Consumer Call Center'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507177 [ref:_00Dt0GzXt._500t0J1Dom:ref]
Attachments: [REDACTED] - TPV.mp3

Good afternoon.

Pursuant to the above-captioned complaint, attached is the TPV conducted for the enrollment of the customer's electric and natural gas accounts. A final response will be provided within 10 business days of our receipt of this complaint.

Regards,

Compliance



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

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, May 29, 2019 4:09 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507177 [ref:_00Dt0GzXt._500t0J1Dom:ref]



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

CASE ID: 00507177

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Lorain, 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:

Good Afternoon,

██████████ contacted the PUCO regarding an enrollment issue. She states that she received notice of a switch to the company, but she notes that she cancelled with the company.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?
5. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
6. What was the customer billed per CCF/MCF/KWH for all service periods during which the customer was enrolled?
7. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility?
8. Is an adjustment in process for the customer? If no, why not?
9. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the terms and conditions.
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll if applicable.
6. Copy of the signed enrollment agreement.
7. Copy of the Contract Expiration notice

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa 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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Cheryl Smith

From: Indra Energy Compliance
Sent: Wednesday, June 05, 2019 11:35 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507177 [ref:_00Dt0GzXt._500t0J1Dom:ref]
Attachments: [REDACTED] - Enrollment Confirmation Gas.pdf; [REDACTED] - TPV.mp3; [REDACTED] Agreement.jpg; [REDACTED] - Enrollment Confirmation Electric.pdf

Good morning.

The customer's electric and natural gas accounts were enrolled on April 6 and 18, 2019, via a door-to-door sale, into our variable rate plan at an introductory rate of \$0.05200 per kWh and \$0.39000 per Ccf, both for the first billing cycle, then a variable rate thereafter. Attached is the sales agreement executed by the customer's spouse, [REDACTED] the Third-Party Verification voluntarily conducted by [REDACTED] acknowledging the terms of the enrollment, and the enrollment confirmation packets, inclusive of the terms and conditions of service, sent to the customer for each of the energy accounts.

Prior to initiating service on the first and second enrollments, the customer cancelled and we did not supply any energy to either of the customer's energy accounts as the service end dates provided by the utility of April 26, 2019 were prior to the starting date of service for each energy account.

Regards,

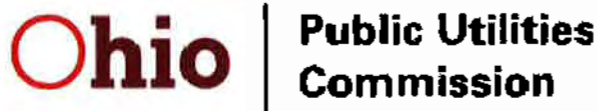
Compliance



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

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, May 29, 2019 4:09 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507177 [ref:_00Dt0GzXt._500t0J1Dom:ref]



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

CASE ID: 00507177

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Lorain, 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:

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[REDACTED] contacted the PUCO regarding an enrollment issue. She states that she received notice of a switch to the company, but she notes that she cancelled with the company.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable?
If fixed, what was the term length?
5. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
6. What was the customer billed per CCF/MCF/KWH for all service periods during which the customer was enrolled?
7. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility?
8. Is an adjustment in process for the customer? If no, why not?
9. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the terms and conditions.
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll if applicable.
6. Copy of the signed enrollment agreement.
7. Copy of the Contract Expiration notice

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa 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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Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

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

4/22/2019

[REDACTED]
Lorain, OH [REDACTED]

Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account Number: [REDACTED]

Rate Plan: Introductory rate of \$0.000000 per therm for the first billing cycle, and a variable rate thereafter.

To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Please contact Columbia Gas.

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

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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



OHIO TERMS AND CONDITIONS

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

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

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

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

PRICING.

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

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

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

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

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

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

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

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

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

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

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

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

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

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be

contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

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

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

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

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

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

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

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

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

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


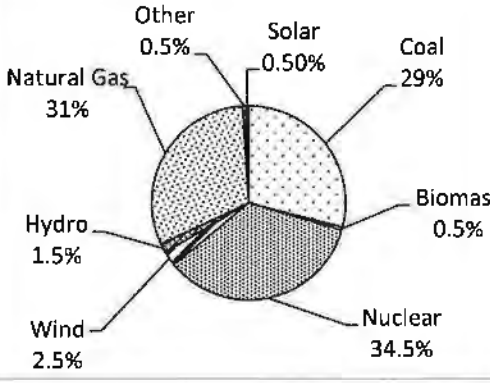
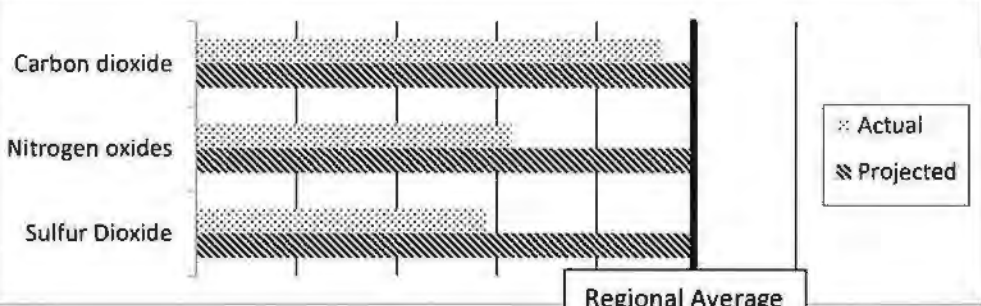
V.E.18-12.01

Green Product Environmental Disclosure Information – Quarterly Comparisons

Indra Energy

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 12/31/18

<div><div>Generation Resource Mix -</div><div>A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.</div></div>	<div><div>Projected</div><div><div>Wind 100.0%</div></div></div> <div><div>Actual</div><div><div>Coal 29% Nuclear 34.5% Natural Gas 31% Wind 2.5% Hydro 1.5% Biomass 0.5% Solar 0.50% Other 0.5%</div></div></div>																				
<div><div>Environmental Characteristics–</div><div>A description of the characteristics associated with each possible generation resource.</div></div>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	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
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Unknown Purchased Resources	Unknown Impacts																				
Wind Power	Wildlife Impacts																				
<div><div>Air Emissions –</div><div>Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</div></div>	<div><div>Legend: Actual Projected</div><div>Regional Average</div></div>																				
<div><div>Radioactive Waste –</div><div>Radioactive waste associated with the product.</div></div>	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>	Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh											
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High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh																			
Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh																			

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



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

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

4/22/2019

[REDACTED]
Lorain, OH [REDACTED]

Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account Number: [REDACTED]

Rate Plan: Introductory Rate of \$0.39000/Ccf for the first billing cycle, and a variable rate thereafter.

To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Please contact Columbia Gas.

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

Your feedback is important to us!

You may receive a phone call from us to obtain your feedback regarding your enrollment experience.

If not, we'd love to hear from you, so please call us at the number below.

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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



OHIO TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be

contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

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

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

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

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

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

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

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

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

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

V.E.18-12.01

Green Product Environmental Disclosure Information – Quarterly Comparisons											
Indra Energy											
Projected Data for the 2018 Calendar Year											
Actual Data for the Period 01/01/18 to 12/31/18											
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.	<div>Projected</div> <p>Wind 100.0%</p>	<div>Actual</div> <p>Coal 29% Nuclear 34.5% Natural Gas 31% Wind 2.5% Hydro 1.5% Biomass 0.5% Solar 0.50% Other 0.5%</p>									
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.	<p>Carbon dioxide Nitrogen oxides Sulfur Dioxide</p> <p>Actual Projected</p> <p>Regional Average</p>										
Radioactive Waste – Radioactive waste associated with the product.	<table> <tr> <th>Type:</th><th colspan="2">Quantity:</th></tr> <tr> <td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr> <tr> <td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr> </table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft ³ /1,000 kWh
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 Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.											



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

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

4/22/2019



Lorain, OH 44052

Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account Number



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

Cancellation Fees: None.

Budget Billing: Available upon request.

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

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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



OHIO TERMS AND CONDITIONS

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

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

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

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

PRICING.

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

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

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

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

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

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

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

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

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

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

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

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contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

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

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

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

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

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

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

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

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

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

V.E.18-12.01

Green Product Environmental Disclosure Information – Quarterly Comparisons											
Indra Energy											
Projected Data for the 2018 Calendar Year											
Actual Data for the Period 01/01/18 to 12/31/18											
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.	Projected 	Actual 									
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.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
	Type:	Quantity:									
High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh									
Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh									
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.											

E-mail Address: N/A

Provide your e-mail address to authorize Indra to send notices and communications. Indra does not sell, provide, or share your e-mail information with third parties.

Service Address: [REDACTED]

City: Lorain State: OHIO Zip Code: 44052

Billing Address (if different): [REDACTED]

City: Same 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

Product Code: Variable

PLEASE CHOOSE ONE OF THE 100% RENEWABLE ENERGY PRODUCT OFFERINGS BELOW

Two phase Fixed Electric Rate

Initial Rate of \$ _____ per kWh for the first month followed by a Fixed Rate of \$ _____ per kWh for the remaining _____ months

Insert Utility Name

Standard Fixed Electric Rate

Fixed Rate of \$ _____ per kWh for _____ months

Insert Utility Name

Introductory Electric Variable Rate

Insert Utility Name	Insert Introductory Price	Per kWh	Units
You will pay the Introductory Rate stated above for the first two 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 may apply. 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

PLEASE CHOOSE ONE OF THE 100% RENEWABLE NATURAL GAS PRODUCT OFFERINGS BELOW

Two Phase Fixed Gas Rate

Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months

Insert Utility Name

Introductory Gas Variable Rate

Insert Utility Name	Insert Introductory Price	Per Ccf / Mcf	Units
You will pay the Introductory Rate stated above for the first two 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.			

ACKNOWLEDGEMENT FORM

Please Read Carefully and Initial in the Appropriate Spaces

- The representative stated that he/she was representing Indra and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for Indra to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only:** The representative explained that the contract is for one month and will continue on a month-to-month basis until either Indra or I decide to cancel the contract. I can access my future variable pricing information at: <https://indraenergy.com/ohio/ohio-variable-rates>.
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of _____ months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- 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.

CUSTOMER AUTHORIZATION

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and Indra's supply service.
- I understand that Indra does not guarantee savings under this Agreement/Contract.

INITIAL COOLING OFF PERIOD: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

FURTHER RIGHT(S) OF RESCISSION: Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

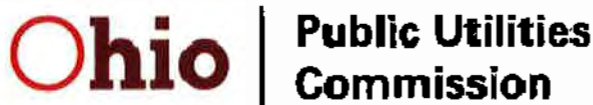
By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions of the applicable utility.

For: INDRA ENERGY (SELLER)

By: [REDACTED]

Cheryl Smith

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, May 29, 2019 4:09 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507177 [ref:_00Dt0GzXt...
500t0J1Dom:ref]



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

CASE ID: 00507177

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Lorain, Ohio 44052

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:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She states that she received notice of a switch to the company, but she notes that she cancelled with the company.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?
5. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
6. What was the customer billed per CCF/MCF/KWH for all service periods during which the customer was enrolled?
7. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility?

8. Is an adjustment in process for the customer? If no, why not?
9. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the terms and conditions.
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll if applicable.
6. Copy of the signed enrollment agreement.
7. Copy of the Contract Expiration notice

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa 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._500t0J1Dom:ref

Cheryl Smith

From: Indra Energy Compliance
Sent: Wednesday, May 29, 2019 6:15 PM
To: 'PUCO Consumer Call Center'
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507180 [ref:_00Dt0GzXt._500t0J1DsE:ref]
Attachments: [REDACTED] TPV.mp3

Good afternoon.

Pursuant to the above-captioned complaint, attached is the TPV conducted for the enrollment of the customer's electric and natural gas accounts. A final response will be provided within 10 business days of our receipt of this complaint.

Regards,

Compliance



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

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, May 29, 2019 4:01 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507180 [ref:_00Dt0GzXt._500t0J1DsE:ref]



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

CASE ID: 00507180

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Lorain, Ohio 44052

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:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She states that she received notice of a switch to the company, but she notes that she cancelled with the company.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?
5. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
6. What was the customer billed per CCF/MCF/KWH for all service periods during which the customer was enrolled?
7. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility?
8. Is an adjustment in process for the customer? If no, why not?
9. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the terms and conditions.
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll if applicable.
6. Copy of the signed enrollment agreement.
7. Copy of the Contract Expiration notice

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa 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.

Cheryl Smith

From: Indra Energy Compliance
Sent: Wednesday, June 05, 2019 11:42 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507180 [ref:_00Dt0GzXt._500t0J1DsE:ref]
Attachments: [REDACTED] TPV.mp3; [REDACTED] agreement.jpg; [REDACTED] Enrollment Confirmation Electric.pdf; [REDACTED] Enrollment Confirmation Gas.pdf

Good morning.

The customer's electric and natural gas accounts were enrolled on April 6 and 18, 2019, via a door-to-door sale, into our variable rate plan at an introductory rate of \$0.05200 per kWh and \$0.39000 per Ccf, both for the first billing cycle, then a variable rate thereafter. Attached is the sales agreement executed by the customer's spouse, M [REDACTED] the Third-Party Verification voluntarily conducted by Mr [REDACTED] acknowledging the terms of the enrollment, and the enrollment confirmation packets, inclusive of the terms and conditions of service, sent to the customer for each of the energy accounts.

Prior to initiating service on the first and second enrollments, the customer cancelled and we did not supply any energy to either of the customer's energy accounts as the service end dates provided by the utility of April 26, 2019 were prior to the starting date of service for each energy account.

Regards,

Compliance



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

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, May 29, 2019 4:01 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507180 [ref:_00Dt0GzXt._500t0J1DsE:ref]



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

CASE ID: 00507180

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Lorain, Ohio 44052

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:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She states that she received notice of a switch to the company, but she notes that she cancelled with the company. Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?
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1. Copy of the sales script used to market this customer.
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3. Copy of the Welcome Letter with the terms and conditions.
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll if applicable.
6. Copy of the signed enrollment agreement.
7. Copy of the Contract Expiration notice

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa 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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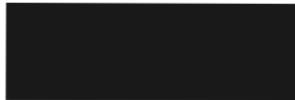
ref:_00Dt0GzXt._500t0J1DsE:ref



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

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

4/22/2019



Lorain, OH 44052

Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account Number:

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

Cancellation Fees: None.

Budget Billing: Available upon request.

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

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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



OHIO TERMS AND CONDITIONS

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

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

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

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

PRICING.

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

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

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

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

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

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

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

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

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

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

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

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

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

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be

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

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

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

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

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

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

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

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

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


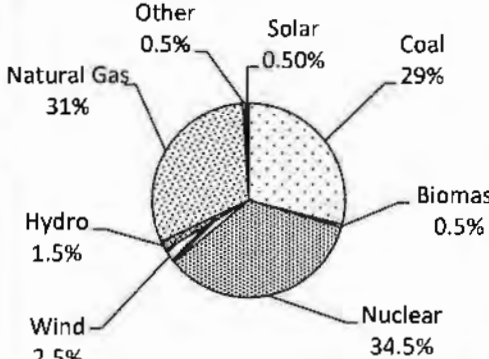
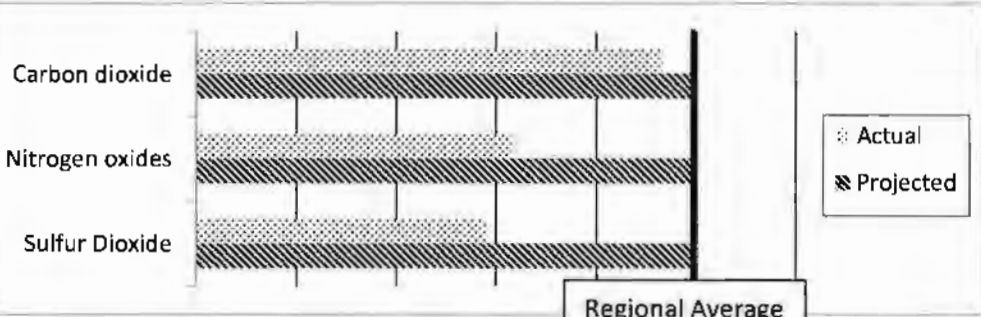
V.E.18-12.01

Green Product Environmental Disclosure Information – Quarterly Comparisons

Indra Energy

Projected Data for the 2018 Calendar Year

Actual Data for the Period 01/01/18 to 12/31/18

<div>Generation Resource Mix -</div> <div>A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.</div>	<div>Projected</div> <div><div>Wind 100.0%</div></div>	<div>Actual</div> <div><div>Other 0.5% Solar 0.50% Coal 29% Biomass 0.5% Nuclear 34.5% Wind 2.5% Hydro 1.5% Natural Gas 31%</div></div>																			
<div>Environmental Characteristics--</div> <div>A description of the characteristics associated with each possible generation resource.</div>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	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
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Wind Power	Wildlife Impacts																				
<div>Air Emissions -</div> <div>Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</div>	<div><div>Carbon dioxide</div><div>Nitrogen oxides</div><div>Sulfur Dioxide</div><div>Actual</div><div>Projected</div><div>Regional Average</div></div>																				
<div>Radioactive Waste -</div> <div>Radioactive waste associated with the product.</div>	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>	Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh											
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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 Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

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

4/22/2019

[REDACTED]
Lorain, OH 44052

Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account Number: [REDACTED]

Rate Plan: Introductory Rate of \$0.39000/Ccf for the first billing cycle, and a variable rate thereafter.

To access future variable pricing information, updated monthly, visit Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/>.

Cancellation Fees: None.

Budget Billing: Please contact Columbia Gas.

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

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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



OHIO TERMS AND CONDITIONS

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

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

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

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

PRICING.

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

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

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

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

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

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

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

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

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

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DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR

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

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

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

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

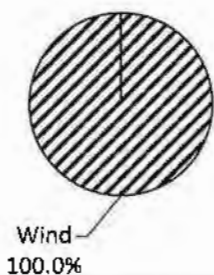
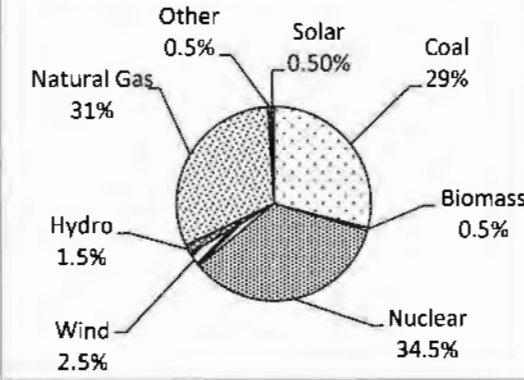
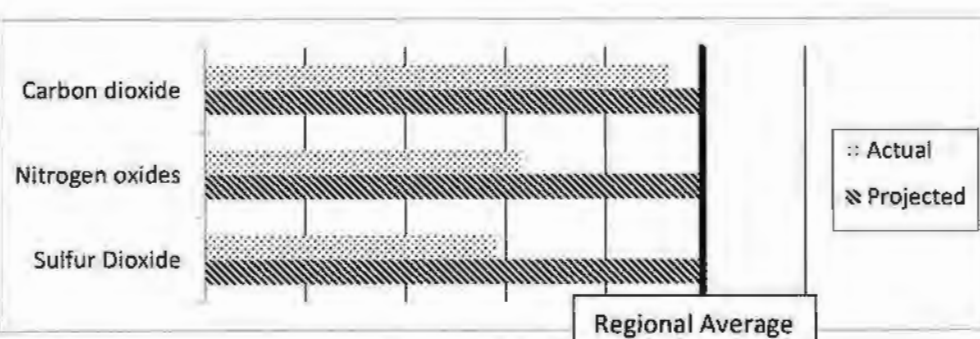
over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

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

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

V.E.18-12.01

Green Product Environmental Disclosure Information – Quarterly Comparisons											
Indra Energy											
Projected Data for the 2018 Calendar Year											
Actual Data for the Period 01/01/18 to 12/31/18											
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.	<p>Projected</p>  <p>Wind 100.0%</p>	<p>Actual</p>  <p>Coal 29% Nuclear 34.5% Natural Gas 31% Wind 2.5% Hydro 1.5% Biomass 0.5% Solar 0.50% Other 0.5%</p>									
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.	 <p>Carbon dioxide Nitrogen oxides Sulfur Dioxide</p> <p>Regional Average</p> <p>Actual Projected</p>										
Radioactive Waste – Radioactive waste associated with the product.	<table border="1"> <thead> <tr> <th>Type:</th><th colspan="2">Quantity:</th></tr> </thead> <tbody> <tr> <td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr> <tr> <td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr> </tbody> </table>		Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft ³ /1,000 kWh
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 Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.											

E-mail Address:

Provide your e-mail address to authorize Indra to send notices and communications. Indra does not sell, provide, or share your e-mail information with third parties.

Service Address:

City: Lorain State: OH Zip Code: 44052

Billing Address (if different):

City: Same State: Zip Code:

Phone Number:

☒ Mobile ☐ Home

ACCOUNT INFORMATION

Third Party Verification # (TPV):

Account Holder's Name on Electricity Account:

Electricity Utility Account Number:

Budget Billing: ☐ Yes ☒ No

Product Code: Variable

PLEASE CHOOSE ONE OF THE 100% RENEWABLE ENERGY PRODUCT OFFERINGS BELOW

Two phase Fixed Electric Rate

Initial Rate of \$ _____ per kWh for the first month followed by a Fixed Rate of \$ _____ per kWh for the remaining _____ months

Insert Utility Name

Standard Fixed Electric Rate

Fixed Rate of \$ _____ per kWh for _____ months

Insert Utility Name

Introductory Electric Variable Rate

Insert Utility Name	Insert Introductory Price	Per kWh	Units
You will pay the Introductory Rate stated above for the first two 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 utility may impose. For full details see the Pricing section in the Terms and Conditions.			

Account Holder's Name on Natural Gas Account:

Natural Gas Utility Account Number:

Budget Billing: ☒ Yes ☐ No

PLEASE CHOOSE ONE OF THE 100% RENEWABLE NATURAL GAS PRODUCT OFFERINGS BELOW

Two Phase Fixed Gas Rate

Initial Rate of \$ _____ per Ccf/Mcf for the first month followed by a Fixed Rate of \$ _____ per Ccf/Mcf for the remaining _____ months

Insert Utility Name

Introductory Gas Variable Rate

Insert Utility Name	Insert Introductory Price	Per Ccf / Mcf	Units
You will pay the Introductory Rate stated above for the first two 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.			

ACKNOWLEDGEMENT FORM

Please Read Carefully and Initial in the Appropriate Spaces

- The representative stated that he/she was representing Indra and was not from the Electric and/or Natural Gas Distribution Company.
- The representative explained that by signing the enrollment form I was entering into an agreement/contract for Indra to supply my electricity and/or natural gas.
- The representative explained to me the price for electricity and/or natural gas under this contract.
- For variable rate customers only:** The representative explained that the contract is for one month and will continue on a month-to-month basis until either Indra or I decide to cancel the contract. I can access my future variable pricing information at: <https://indraenergy.com/ohio/ohio-variable-rates>.
- For fixed rate customers only:** The representative explained to me that the contract is for a total term of _____ months and it will be automatically renewed at the end of my fixed rate, to the rate that is then in effect, in accordance with my Renewal Notice and Terms and Conditions.
- 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.

CUSTOMER AUTHORIZATION

- I understand my electric and/or natural gas utility(ies) will remain responsible for the delivery of electricity and/or natural gas to my premise and will continue to respond to any service calls and emergencies.
- I understand that my utility(ies) will send me a single bill covering my electric and/or natural gas delivery service, and Indra's supply service.
- I understand that Indra does not guarantee savings under this Agreement/Contract.

INITIAL COOLING OFF PERIOD: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF YOU RECEIVE COPIES OF THIS AGREEMENT. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

FURTHER RIGHT(S) OF RESCISSION: Thereafter, You, the buyer, have until the seventh day after the postmark date on your enrollment confirmation notice, from your utility, to rescind this Agreement without paying anything. You must contact your utility to rescind.

By signing below, you agree to the terms and conditions of this Agreement, including the Terms and Conditions of the applicable utility.

For: INDRA ENERGY (SELLER)

By: _____

Cheryl Smith

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, May 29, 2019 4:01 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00507180 [ref:_00D10GzXt_500t0J1DsE:ref]



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

CASE ID: 00507180

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Lorain, Ohio 44052

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:

Good Afternoon,

Ms. [REDACTED] contacted the PUCO regarding an enrollment issue. She stated that she received notice of a switch to the company, but she notes that she cancelled with the company. Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for the customer?
4. What was the rate the customer agreed to? Was it fixed or variable? If fixed, what was the term length?
5. Has the customer contacted the company concerning this issue? If so, when? What was the company's response?
6. What was the customer billed per CCF/MCF/KWH for all service periods during which the customer was enrolled?
7. Has a request to cancel or drop the enrollment been received? If so, please provide the service end date provided by the distribution utility?
8. Is an adjustment in process for the customer? If no, why not?

9. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. Copy of the sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the terms and conditions.
4. Copy of the TPV at the time of enrollment.
5. Copy of the IP and email address used to enroll if applicable.
6. Copy of the signed enrollment agreement.
7. Copy of the Contract Expiration notice

Any additional information that the company can provide would be greatly appreciated.

Sincerely,

Shanequa 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._500t0J1DsE:ref

Sariah Brinker

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 1:02 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref_00Dt0GzXt_500t0Fn1dl;ref]

Attachments: [REDACTED]



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

CASE ID: 00258520
COMPANY: [REDACTED]
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Cleveland, Ohio 44105
SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44105
AIQ: Palmco Energy Co., LLC
SERVICE ACCOUNT NUMBER:
NIQ:

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

DESCRIPTION OF ISSUE:

This customer contacted the PUCO to dispute enrollment with the company. I have attached her mailed-complaint. She says that she had been enrolled with the company before under the name of Palmco but seems to indicate that that complaint was resolved. At this time she discovered being enrolled with Indra Energy. She is aware that the two are the same company but appears to dispute re-enrolling with either company.

- 1. What was the method of enrollment?**
- 2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls,**

copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and conditions of the enrollment.

3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-219-10(F).

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

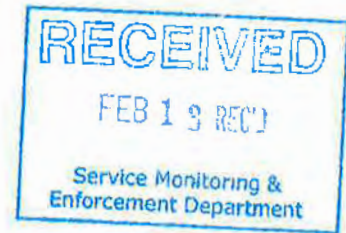
This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.

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Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

March 8th, 2019

[REDACTED]
Cleveland, Ohio 44105



RE: Formal Complaint of Indra Energy, Inc. known as Palmco Energy
[REDACTED]

I originally complained to Palmco Energy on May 11, 2018 for deceptive and misleading practices, such as variable cost, \$200 penalty to discontinue service, consequently customer entering a binding contract, etc., after signing up through a church presentation by church sister Pam..Palmco apologize and agreed to disconnect their service and waive the \$200 penalty

On March 6, 2019 I contacted Indra Energy to inquire how they became my supplier and complain about their outrageous fluctuating cost . Inadvertently it was revealed they were also the same company as Palmco, again demonstrating misleading and deceptive practices.

I am requesting a investigation into this company's deceptive and misleading practices. Additionally, I am requesting the Public Utilities Commission investigate if this company is targeting seniors., more specifically disable veterans/ seniors on fixed incomes. I am asking the Public Utilities to investigate if this company is specifically targeting low social-economic communities in an attempt to exploit through deceptive practices those communities.

Additionally, I am requesting the Public Utilities Commission demand this company to refund or credit my accounts to the lowest rate advertised during the period of May 11, 2018 and March 06, 2019....I also request this refund/credit process be expedited

[REDACTED]
Cc/Federal Energy Regulatory Commission
Dominion Energy

Sariah Brinker

From: William Schaaf
Sent: Thursday, March 21, 2019 2:54 PM
To: Michael Coady
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt_500t0Fn1dl:ref]
Attachments: [REDACTED] PV.mp [REDACTED] -Confirmation Pack-Gas Acct [REDACTED]
Confirmation Pack-[REDACTED]

Hello Michael and the PUCO,

Regarding Case # 00258520, [REDACTED]

Ms. [REDACTED] enrolled her two gas accounts in Palmco's service on 5/1/18, as the result of a telephone sale. We do not yet have the sales audio available, but we've attached the TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's accounts on 5/30/18.

Gas Plan: Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month. No ETFs.

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.

On 3/6/19, Ms. [REDACTED] contacted our Customer Service line and requested to cancel her accounts with Indra. Outbound drops were submitted, and the customer's gas utility established an estimated service end date of 4/3/19 for both accounts.

The attached TPV was completed by Ms. [REDACTED] to enroll these accounts, and the accounts were billed according to the variable rate terms the customer agreed to. The accounts were dropped before the customer filed her complaint, and no termination fees were issued for cancellation. With that said, if we can help in resolving the customer's concerns here, please feel free to reach out.

Thank you.

William Schaaf – Asst. Compliance Officer



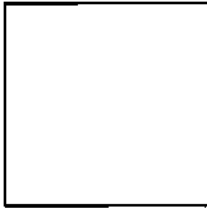
1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 888.504.6372
F: 718.851.2427

www.IndraEnergy.com

From: Michael Coady <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 1:02 PM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258520 [ref:_00Dt0GzXt._500t0Fn1dl:ref]



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

CASE ID: 00258520

COMPANY:

CUSTOMER:

ADDRESS: [REDACTED] Cleveland, Ohio 44105

SERVICE ADDRESS: [REDACTED] Cleveland, Ohio 44105

AIQ: Palmco Energy OFFER

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

This customer contacted the PUCO to dispute enrollment with the company. I have attached her mailed-complaint. She says that she had been enrolled with the company before under the name of Palmco but seems to indicate that that complaint was resolved. At this time she discovered being enrolled with Indra Energy. She is aware that the two are the same company but appears to dispute re-enrolling with either company.

1. What was the method of enrollment?

2. Please provide all proof of enrollment consistent with the method of enrollment including, but not limited to, copies of any sales calls, copies of any welcome letters, copies of any TPVs, I.P. addresses used, e-mail addresses used to enroll, copies of any signed enrollment documents, and the terms and conditions of the enrollment.

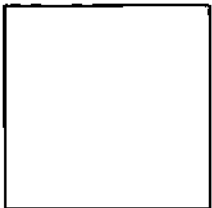
3. If this was originally a fixed contract which transitioned to a variable rate after the fixed contract expired, please provide a copy of the notice sent to the customer per O.A.C. 4901:1-219-10(F).

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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Orpheus Craigue

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 29, 2019 2:10 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249655 [ref:_00Dt0GzXt._500t0EhL88:ref]



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

CASE ID: 00249655
COMPANY: [REDACTED]
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Fletcher, Ohio 45326
SERVICE ADDRESS: [REDACTED] Fletcher, Ohio 45326
AIQ: Palmco Power OH LLC [REDACTED]
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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

Below is the email from the customer.

Complaint about KWH rate is excessive > I was contacted by phone by PalmCo. The sales person told me I would get a fixed low rate of \$0.053 cents per kwh and could cancel at any time without penalty. I signed up and my energy bill from the local

company showed "Indra" as my new supplier not "PalmCo." The first 2 months were at the correct rate so I relaxed only to be hit with a \$409 monthly bill on the 3rd month!! They increased the kwh rate from \$0.053/kwh to \$0.20498106/kwh...RIDICULOUS AND SCAM!!!! Now I am unable to cancel them for another monthly bill cycle and will probably get hit with another huge bill before they are done stealing from me. I looked this company up online and found out TOO LATE that they have already been sued for a settlement of over \$5 Million in 2014 for this same type of scam business. They increased my KWH rate by nearly 400%!! I found similar blog comments about this company and several others complaining about getting hit with monthly bills over \$400 right after the introductory rate short term ended. There was no notification of this increase and it is an exurbanite increase without basis! on the EnergyChoice.ohio.gov website, this same company "Indra" (as shown on my bill but not which I contracted with--- contract is with PalmCo) their highest rate is lower than \$0.10/KWH. What on earth did they base their 400% rate increase on?? Please help!

*** Do you show a contact from the customer to dispute the rate?
*** Please provide a copy of the sales call, TPV, welcome packet and terms.
*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson
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._500t0EhL88:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Monday, February 4, 2019 5:55 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249655 [ref_00Dt0GzXt_500t0EhL88:ref
Attachments: [REDACTED] TPV.mp3 [REDACTED] Sales Call.mp3 [REDACTED] Confirmation Pack.pdf
Categories: PUCO Complaint

Hello Shawn and the PUCO,

Regarding Case # 00249655, [REDACTED]

This customer enrolled her electric account in Palmco's service on 9/7/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. The customer's account began receiving our supply service on 10/8/18.

In October 2018, Palmco began conducting business under its trade name, Indra Energy. Customers were provided with a postcard informing them of the brand name change. As stated above, Ms. [REDACTED] account began receiving our supply service on 10/8/18, which was shortly after Palmco began operating under Indra Energy.

After being contacted by Ms. [REDACTED] on 1/28/19, an outbound drop transaction was submitted for her account, and her utility (DPL) established a service end date of 1/29/19. No termination fees were issued for cancellation.

Contrary to this complaint, the customer did not agree to a fixed rate. At the time of enrollment, Ms. [REDACTED] agreed to enroll her electric account in a variable rate product, which included an introductory rate of 5.3 cents per kWh for the first two billing cycles. The customer received our supply service for four months (10/8/18 – 1/29/19), and three of her bills were charged at the rate of 5.3 cents per kWh. In the interest of resolving the customer's concerns due to her unhappiness with service, we have provided an adjustment to the bill the customer disputed in her complaint, which results in a credit of \$235.51 for the billing cycle of 12/6/18 – 1/8/19. The adjustment will be applied to the customer's account, and reflects a rerate of this billing cycle to what our records indicate the utility would have charged. This adjustment and the rest of the customer's rate history is shown below.

Begin Date	End Date	Rate Charged	Total	Adjusted Rate	Adjusted Total
1/8/2019	1/29/2019	\$0.05300	\$64.02		
12/6/2018	1/8/2019	\$0.20498	\$324.69	\$0.05630	\$89.18
11/6/2018	12/6/2018	\$0.05300	\$95.82		
10/8/2018	11/6/2018	\$0.05300	\$82.20		

Please let us know if we can be of any further assistance.

Thank you.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Monday, February 4, 2019 07:48
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00249655 [ref:_00Dt0GzXt._500t0EhL88:ref]



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

CASE ID: 00249655

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED]

Fletcher, Ohio 45326

SERVICE ADDRESS: [REDACTED] Fletcher, Ohio
45326

AIQ: Palmco Power 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good morning,

An initial complaint was sent to you on 1/29/19. Please review the customer's concerns and respond within three business days.

Sincerely,

Shawn Thompson
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._500t0EhL88:ref

Orpheus Craigue

From: Tara Jones <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 5, 2019 2:30 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256413 [ref:_00Dt0GzXt_500t0FMtVf:ref]



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

CASE ID: 00256413
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Pataskala, Ohio 43062
SERVICE ADDRESS: [REDACTED] Pataskala, Ohio 43062
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:

This customer contacted our office regarding the recent change in rates on their gas account. The customer was very upset regarding the current rate billed to her account as her gas charges have almost doubled. Please look into this matter. When did the customer sign-up with your company? What were the terms of the contract? Please provide a copy of the contract and the enrollment materials. How was the current rate determined? Is the company willing to consider a re-rate?

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._500t0FMtVf:ref

William Schaaf

From: William Schaaf
Sent: Monday, March 11, 2019 12:53 PM
To: Tara Jones
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256413 [ref:_00Dt0GzXt_500t0EMtVfref]
Attachments: [REDACTED].MP3; [REDACTED] Confirmation Pack-Gas.pdf; [REDACTED] Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Hello Tara and the PUCO,

Regarding Case # 00256413, [REDACTED]

This customer's gas and electric accounts were enrolled in Palmco's variable rate plans on 5/13/17, upon completion of the attached TPV recording. We've also attached the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 5/31/17 and 6/2/17, respectively. This was a door-to-door sale; however, at this point, we've been unable to locate a signed contract for this customer.

Gas Plan: Variable. This included a three-month introductory rate of \$0.3798 per Ccf, after which the rate would vary month-to-month.

Electric Plan: Variable. This included a three-month introductory rate of \$0.0526 per kWh, after which 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 them of this brand name change.

Since this customer has expressed displeasure with the variable products she has enrolled under, we are dropping both accounts, and end dates will be established by her utilities. Neither of these products carry termination fees.

We are happy to help ensure this customer's complaint is resolved. This customer has been with us for almost two years; can you confirm which bills you're asking to be rerated and to what rate? Alternatively, we could calculate an adjustment based on the gas and electric rates we have on file for the customer's utilities for her recent bills, but would like to make sure before we move forward.

Please feel free to reach out so that we can determine how to proceed.

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: William Schaaf
Sent: Friday, March 8, 2019 5:53 PM
To: Tara Jones <contactthepuco@puc.state.oh.us>
Cc: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256413 [ref:_00Dt0GzXt._500t0FMtVf:ref]

Good afternoon,

We're attaching the TPV recording for this customer's enrollment. We will provide a comprehensive response to this customer's complaint as soon as we're able.

Thank you.

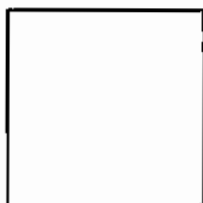
William Schaaf – Asst. Compliance Officer



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: Tuesday, March 5, 2019 2:30 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256413 [ref:_00Dt0GzXt._500t0FMtVf:ref]



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

CASE ID: 00256413

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Pataskala, Ohio 43062

SERVICE ADDRESS: [REDACTED] Pataskala, Ohio 43062

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:

This customer contacted our office regarding the recent change in rates on their gas account. The customer was very upset regarding the current rate billed to her account as her gas charges have almost doubled.

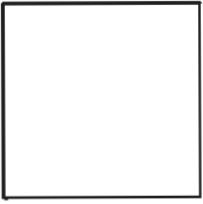
Please look into this matter. When did the customer sign-up with your company? What were the terms of the contract? Please provide a copy of the contract and the enrollment materials. How was the current rate determined? Is the company willing to consider a re-rate?

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._500t0FMtVf:ref

Thomas Sheehy

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 15, 2019 1:48 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247075 [ref_00Dt0GzXt_500t0EfQgr:ref]



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

CASE ID: 00247075
COMPANY: [REDACTED]
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Wapakoneta, Ohio 45895
SERVICE ADDRESS: [REDACTED] Wapakoneta, Ohio 45895
AIQ: Palmco Energy OH LLC
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)

DESCRIPTION OF ISSUE:

Good afternoon,

Called states that he agreed to a contract with Palmco in Dec 2018 for a rate of 2.60 mcf. He states that they are charging him a rate of 8.32 mcf, instead of his agreed upon rate.

* Do you show a contact from the customer to dispute the rate?
* Please provide a copy of the sales call or signed contract, TPV and terms.
Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

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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2



ref:_00Dt0GzXt._500t0EfQgr:ref

Orpheus Craigue

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 29, 2019 10:29 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247075 [ref_00Dt0GzXt_500t0EfQgr:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00247075
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Wapakoneta, Ohio 45895
SERVICE ADDRESS: [REDACTED] Wapakoneta, Ohio 45895
AIQ: Palmco Energy OH LLC
SERVICE ACCOUNT NUMBER:
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,

After the end date of service with Indra, please provide the amount of the re-rate.

Sincerely,

Shawn Thompson
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._500t0EfQgr:ref


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✱

William Schaaf

From: Thomas Sheehy
Sent: Wednesday, February 6, 2019 8:01 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247075 [ref:_00Dt0GzXt._500t0EfQgr:ref]

Shawn,

Regarding Case # 00247075 

It appears we received the final invoice for Ms. Hengstler. Below please find details for the adjustments made to the final two bills of service.

Begin Date	End Date	Usage	Indra Rate	Indra Charge	Indra Tax	Indra Total	Util Rate	Util Charge	Util Tax
1/4/2019	2/4/2019	224	\$0.79810	\$178.77	\$12.96	\$191.73	\$0.37	\$83.15	\$6.03
12/3/2018	1/4/2019	181	\$0.83200	\$150.59	\$10.92	\$161.51	\$0.48	\$86.61	\$6.28

Please let us know if we can be of any further assistance.

Thank you.

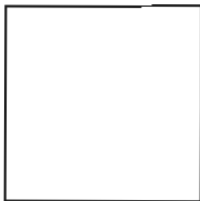
Thomas Sheehy – Compliance Officer



1515 Market Street, Suite 1200
Philadelphia, PA 19102
P: 718.975.6601
F: 718.851.2427

www.IndraEnergy.com

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, January 29, 2019 10:29 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247075 [ref:_00Dt0GzXt._500t0EfQgr:ref]



**PUBLIC UTILITIES COMMISSION OF OHIO
Consumer Services Division
Memorandum**

CASE ID: 00247075

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Wapakoneta, Ohio 45895

SERVICE ADDRESS: [REDACTED] Wapakoneta, Ohio 45895

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

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,

After the end date of service with Indra, please provide the amount of the re-rate.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

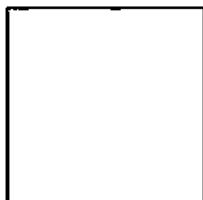
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0EfQgr:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, January 22, 2019 1:01 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247075 [ref:_00Dt0GzXt_500t0Ef0cr:ref]
Attachments: [REDACTED] Sales Call.wav; [REDACTED] TPV.MP3; [REDACTED] Confirmation Pack.pdf

Hello Shawn and the PUCO,

Regarding Case # 00247075, [REDACTED]

Mr. [REDACTED] enrolled his gas account in Palmco's service on 9/15/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service.

In September 2018, the customer was sent a postcard explaining that Palmco was changing its trade name to Indra Energy. Palmco began conducting business under Indra Energy in October 2018.

On 1/16/19, we received an inbound Pending Drop Notification from Mr. [REDACTED] utility, DEO; the account is scheduled to stop receiving our supply service on 2/7/19. No termination fees were issued for the customer's apparent decision to opt out of our supply.

At the time of enrollment, Mr. [REDACTED] agreed to enroll his gas account in a variable rate product, which included an introductory rate for the first two billing cycles. During the attached TPV recording, he agreed to the following terms: "Palmco will be selling you natural gas at the introductory price of \$2.60 per Mcf for your first two bills." He also acknowledged his understanding that "Beginning with your third bill, the price you pay for gas may vary from month to month....and may be higher or lower than the utility's price in any given month. There are no guaranteed savings". However, upon reviewing the sales call between Mr. [REDACTED] and the sales agent, we found that the information the agent provided to the customer was not sufficient. While the agent did pitch the introductory rate Mr. [REDACTED] received, the agent failed to explain that the introductory offer was applicable for 2 bills. Considering that, though Mr. [REDACTED] did ultimately agree to a variable rate and received the terms and conditions explaining the variable rate in the mail shortly thereafter, we find that this call does not meet our standards. We've addressed this issue internally with our Quality Assurance Team in order to ensure matters like these are identified and corrected.

The agent that spoke with Mr. [REDACTED] dialed on our behalf for just about two weeks and spoke with only a handful of customers, but we are presently conducting a comprehensive review of his activity to ensure there were no other issues like this. Because we find that this call did not meet our standards, we are going to rerate Mr. [REDACTED] account. A rerate of the customer's most recent billing cycle amounts to \$68.62, and we will also adjust the customer's upcoming and final bill to be charged at the rate of the utility's standard offer at the time.

To explain our approach here, based on our calculations, Mr. [REDACTED] saved money with Palmco/Indra for the introductory two months, and we do not plan to adjust those bills. The rerate of the post-introductory period will leave him with the benefit of reduced supply charges for the first two months of service, and thereafter a refund for any subsequent difference between what he was charged and what his utility's standard service would have provided. This will ultimately provide the financial effect of Mr. [REDACTED] receiving the introductory rate for two billing cycles, then switching back to the utility's service.

Please let us know if we can be of any further assistance.

Thank you.

William Schaaf – Lead Compliance Investigator



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

www.IndraEnergy.com

From: William Schaaf

Sent: Friday, January 18, 2019 5:21 PM

To: Shawn Thompson <contactthepuco@puc.state.oh.us>

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

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247075 [ref:_00Dt0GzXt._500t0EfQgr:ref]

Hello Shawn and the PUCO,

Regarding Case # 00247075 [REDACTED]

Attached here is the TPV associated with enrollment.

To provide status on the account, on 1/16/19 we received an inbound Pending Dron Notification for the customer's account, which was processed without penalty. Per the determination of Mr. [REDACTED] Utility (DEO), his account is scheduled to stop receiving our supply service on 2/7/19. No termination fees were issued for the customer's apparent decision to opt out of our supply.

We are reviewing the account and will provide a full response on Monday of next week. Thank you.

William Schaaf – Lead Compliance Investigator



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

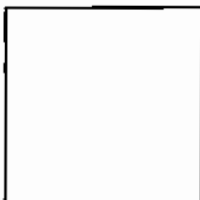
www.IndraEnergy.com

From: Shawn Thompson [<mailto:contactthepuco@puc.state.oh.us>]

Sent: Tuesday, January 15, 2019 1:48 PM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00247075 [ref:_00Dt0GzXt._500t0EfQgr:ref]



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

CASE ID: 00247075

COMPANY: [REDACTED]

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Wapakoneta, Ohio 45895

SERVICE ADDRESS: [REDACTED] Wapakoneta, Ohio 45895

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:

Good afternoon,

Called states that he agreed to a contract with Palmco in Dec 2018 for a rate of 2.60 mcf. He states that they are charging him a rate of 8.32 mcf, instead of his agreed upon rate.

* Do you show a contact from the customer to dispute the rate?

* Please provide a copy of the sales call or signed contract, TPV and terms.

Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

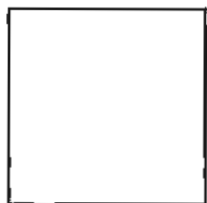
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt,_500t0EfQgr:ref

Orpheus Crague

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Wednesday, March 6, 2019 7:59 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt_500t0FN7TS:ref]



**Public Utilities
Commission**

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

CASE ID: 00256957

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Rockford, Ohio 45882

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

NIK: [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,

Ms. [REDACTED] contacted the PUCO regarding the terms of her contract and a billing issue.

She states that she had a fixed rate of approximately 4.0 with the company and now her rate is 17.36.

She states her most recent bill was \$288.65.

She states that she received no notice that her rate would increase.

She states that the Co. advised that she is on a variable rate and that they would review her issue.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?

3. Was a TPV completed for this customer?
4. What rate did the customer agree to? Was this rate fixed or variable? If fixed, what was the term length?
5. Did the rate change? If so, when and why?
6. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
7. Is an adjustment in process for this customer? If no, why not?
8. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. The sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the Terms and Conditions.
4. Copy of the TPV.
5. Copy of the IP and email address if applicable.
6. Copy of the renewal letter.
7. Copy of the signed enrollment agreement.

Any additional information that the Company can provide would be greatly appreciated.

Sincerely,
Shanequa 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._500t0FN7TS:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, March 12, 2019 5:55 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt_500t0FN7TS:ref]
Attachments: [REDACTED] PV.MP3 [REDACTED] Confirmation Pack.pdf; Indra Postcard.pdf [REDACTED]
Confirmation Pack-Fixed Plan.pdf

Hello Shanequa and he PUCO,

Regarding Case # 00256957, [REDACTED]

Ms. [REDACTED] enrolled her gas account in Palmco's variable rate plan on 3/28/18, as the result of a telephone sale. We've attached the TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. We are still attempting to obtain the sales audio from this enrollment. Palmco began servicing the customer's account on 4/25/18.

Gas Plan: Variable. This included a two-month introductory rate of \$3.30 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.

On 3/5/19, Ms. [REDACTED] contacted our Customer Service line to discuss her account. The customer did not cancel her account at this time, but instead verified a switch from her existing variable gas plan to a 100%-Green, Two-Phase Fixed product. This included a rate of \$4.40 per Mcf one month, followed by a rate of \$7.206 per Mcf for the next 12 months. This plan is set to take effect on the customer's next bill. We're also attaching the confirmation packet mailed to the customer, detailing this new gas plan.

In line with the customer's request, we reviewed her account, and attempted to follow up with her to advise that we would extend the same initial rate (\$4.40 per Mcf) to her most recent bill, by issuing an adjustment to her account, however, we were only able to leave a message. We'll plan on proceeding with that adjustment as detailed below. Additionally, at this point in time, the account is still set to continue receiving our gas service according to the new fixed gas plan. With that said, if you or the customer are looking for anything further changes to be made to this account, please let us know.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/25/19	2/25/19	155	\$ 288.65	0.44000	68.20	4.94	73.14	\$ 215.51

Thank you.

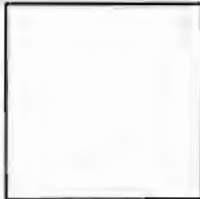
William Schaaf – Asst. Compliance Officer



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: Wednesday, March 6, 2019 7:59 AM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref: _00Dt0GzXt_500t0FN7TS:ref]



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

CASE ID: 00256957
CUSTOMER: [REDACTED]
ADDRESS: [REDACTED] Rockford, Ohio 45882
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,

Ms. [REDACTED] contacted the PUCO regarding the terms of her contract and a billing issue.
She states that she had a fixed rate of approximately 4.0 with the company and now her rate is 17.36.
She states her most recent bill was \$288.65.
She states that she received no notice that her rate would increase.
She states that the Co. advised that she is on a variable rate and that they would review her issue.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for this customer?
4. What rate did the customer agree to? Was this rate fixed or variable? If fixed, what was the term length?
5. Did the rate change? If so, when and why?
6. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
7. Is an adjustment in process for this customer? If no, why not?
8. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. The sales script used to market this customer.
2. Copy of the sales call to the customer.
3. Copy of the Welcome Letter with the Terms and Conditions.
4. Copy of the TPV.
5. Copy of the IP and email address if applicable.
6. Copy of the renewal letter.
7. Copy of the signed enrollment agreement.

Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

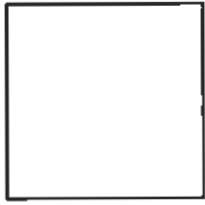
Service Monitoring and Enforcement Department

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._500t0FN7TS:ref

Sariah Brinker

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Friday, March 15, 2019 10:06 AM
To: William Schaaf
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt_500t0FN7TS:ref]

Good Morning,

Were you able to obtain the sales call for this enrollment?

Sincerely,

Shanequa 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.

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

From: William Schaaf [wschaaf@indracenergy.com]
Sent: 3/12/2019 5:55 PM
To: contactthepuco@puco.ohio.gov
Cc: compliance@indraenergy.com
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt_500t0FN7TS:ref]

Hello Shanequa and he PUCO,

Regarding Case # 00256957 [REDACTED]

Ms [REDACTED] enrolled her gas account in Palmco's variable rate plan on 3/28/18, as the result of a telephone sale. We've attached the TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. We are still attempting to obtain the sales audio from this enrollment. Palmco began servicing the customer's account on 4/25/18.

Gas Plan: Variable. This included a two-month introductory rate of \$3.30 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.

On 3/5/19, Ms. [REDACTED] contacted our Customer Service line to discuss her account. The customer did not cancel her account at this time, but instead verified a switch from her existing variable gas plan to a 100%-Green, Two-Phase Fixed product. This included a rate of \$4.40 per Mcf one month, followed by a rate of \$7.206 per Mcf for the next 12 months. This plan is set to take effect on the customer's next bill. We're also attaching the confirmation packet mailed to the customer, detailing this new gas plan.

In line with the customer's request, we reviewed her account, and attempted to follow up with her to advise that we would extend the same initial rate (\$4.40 per Mcf) to her most recent bill, by issuing an adjustment to her account, however, we were only able to leave a message. We'll plan on proceeding with that adjustment as detailed below. Additionally, at this point in time, the account is still set to continue receiving our gas service according to the new fixed gas plan. With that said, if you or the customer are looking for anything further changes to be made to this account, please let us know.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/25/19	2/25/19	155	\$ 288.65	0.44000	68.20	4.94	73.14	\$ 215.51

Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

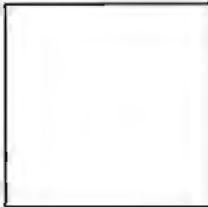
F: 718.851.2427

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

Sent: Wednesday, March 6, 2019 7:59 AM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt_500t0FN7TS:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256957

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Rockford, Ohio 45882

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,

Ms. [REDACTED] contacted the PUCO regarding the terms of her contract and a billing issue.

She states that she had a fixed rate of approximately 4.0 with the company and now her rate is 17.36.

She states her most recent bill was \$288.65.

She states that she received no notice that her rate would increase.

She states that the Co. advised that she is on a variable rate and that they would review her issue.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for this customer?
4. What rate did the customer agree to? Was this rate fixed or variable? If fixed, what was the term length?
5. Did the rate change? If so, when and why?
6. Has the customer contacted the company regarding this issue? If so, when? What was the company's response?
7. Is an adjustment in process for this customer? If no, why not?
8. If an adjustment is in process will it be a refund or a credit to the bill?

Please provide copies of the following:

1. The sales script used to market this customer.
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3. Copy of the Welcome Letter with the Terms and Conditions.
4. Copy of the TPV.
5. Copy of the IP and email address if applicable.
6. Copy of the renewal letter.
7. Copy of the signed enrollment agreement.

Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

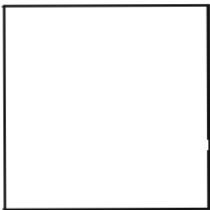
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt,_500t0FN7TS:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, March 15, 2019 10:12 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt_500t0FN7TS:ref]
Attachments: [REDACTED] Sales Call.mp3

Good Morning,

Yes, I've attached the sales call audio 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: PUCO Consumer Call Center [mailto:contactthepuco@puc.state.oh.us]
Sent: Friday, March 15, 2019 10:06 AM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt_500t0FN7TS:ref]

Good Morning,

Were you able to obtain the sales call for this enrollment?

Sincerely,

Shanequa 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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----- Original Message -----

From: William Schaaf [wschaaf@indraenergy.com]

Sent: 3/12/2019 5:55 PM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt._500t0FN7TS:ref]

Hello Shanequa and he PUCO,

Regarding Case # 00256957 [REDACTED]

Ms. [REDACTED] enrolled her gas account in Palmco's variable rate plan on 3/28/18, as the result of a telephone sale. We've attached the TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. We are still attempting to obtain the sales audio from this enrollment. Palmco began servicing the customer's account on 4/25/18.

Gas Plan: Variable. This included a two-month introductory rate of \$3.30 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.

On 3/5/19, Ms. [REDACTED] contacted our Customer Service line to discuss her account. The customer did not cancel her account at this time, but instead verified a switch from her existing variable gas plan to a 100%-Green, Two-Phase Fixed product. This included a rate of \$4.40 per Mcf one month, followed by a rate of \$7.206 per Mcf for the next 12 months. This plan is set to take effect on the customer's next bill. We're also attaching the confirmation packet mailed to the customer, detailing this new gas plan.

In line with the customer's request, we reviewed her account, and attempted to follow up with her to advise that we would extend the same initial rate (\$4.40 per Mcf) to her most recent bill, by issuing an adjustment to her account, however, we were only able to leave a message. We'll plan on proceeding with that adjustment as detailed below. Additionally, at this point in time, the account is still set to continue receiving our gas service according to the new fixed gas plan. With that said, if you or the customer are looking for anything further changes to be made to this account, please let us know.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/25/19	2/25/19	155	\$ 288.65	0.44000	68.20	4.94	73.14	\$ 215.51

Thank you.

William Schaaf – Asst. Compliance Officer



1515 Market Street, Suite 1200

Philadelphia, PA 19102

P: 888.504.6372

F: 718.851.2427

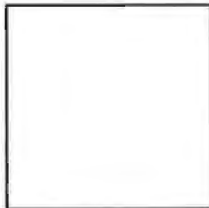
www.IndraEnergy.com

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

Sent: Wednesday, March 6, 2019 7:59 AM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256957 [ref:_00Dt0GzXt,_500t0FN7TS:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256957

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Rockford, Ohio 45882

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,

Ms. [REDACTED] contacted the PUCO regarding the terms of her contract and a billing issue.

She states that she had a fixed rate of approximately 4.0 with the company and now her rate is 17.36.

She states her most recent bill was \$288.65.

She states that she received no notice that her rate would increase.

She states that the Co. advised that she is on a variable rate and that they would review her issue.

Please reply to the following questions:

1. When and how was the customer solicited or marketed?
2. When and how was the customer enrolled?
3. Was a TPV completed for this customer?
4. What rate did the customer agree to? Was this rate fixed or variable? If fixed, what was the term length?

5. Did the rate change? If so, when and why?
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3. Copy of the Welcome Letter with the Terms and Conditions.
4. Copy of the TPV.
5. Copy of the IP and email address if applicable.
6. Copy of the renewal letter.
7. Copy of the signed enrollment agreement.

Any additional information that the Company can provide would be greatly appreciated.

Sincerely,

Shanequa Jones

Public Utilities Commission of Ohio

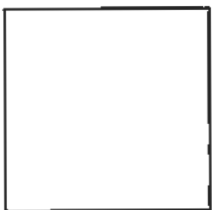
Service Monitoring and Enforcement Department

Customer Service Investigator

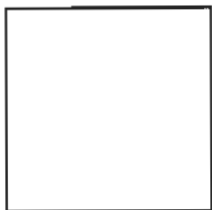
(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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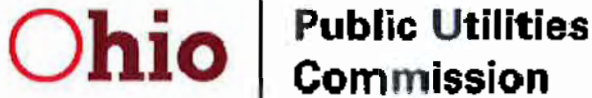


ref:_00Dt0GzXt._500t0FN7TS:ref



Sariah Brinker

From: Cindi Mack <contactthepuco@puc.state.oh.us>
Sent: Monday, March 11, 2019 9:53 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256973 [ref:_00Dt0GzXt_500t0FN7fX:ref]



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

CASE ID: 00256973

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Lima, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Lima, 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] is disputing the high monthly variable rate she was charged after cancelling out of the contract. She said the highest rate was \$17.00 per Mcf.

What was the initial fixed rate that she agreed to?
When did the gas account begin billing under the fixed rate?
When and how was the customer sent notification that the fixed rate was going to expire? Please forward a copy of the notification for review.
Which months did she begin billing the MVR and how much was the rate for each billing cycle?

Has the enrollment been canceled? If so, when and what will be the final billing date for the gas account?
If there is any other information that I should know, it would be greatly appreciated. Thank you!

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

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ref:_00Dt0GzXt._500t0FN7fX:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Thursday, March 14, 2019 9:25 PM
To: Cindi Mack
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256973 [ref:_00Dt0GzXt_500t0FN7fX:ref]
Attachments: [REDACTED] - TPV.mp3; [REDACTED] - Confirmation Pack Electric.pdf; [REDACTED] - Confirmation Pack Gas.pdf; Indra Postcard.pdf
Categories: PUCO Complaint

Hello Cindi,

Regarding PUCO Case ID 00256973; [REDACTED]:

This electric and gas account were enrolled in Palmco's variable rate plans on 6/20/2018, as a result of a telephone sale. We have attached the TPV recording as well as the electric and gas confirmation packets mailed following enrollment.

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

Electric Plan: Variable. This included a two-month introductory rate of 5.2 cents, after which 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 them of this brand name change.

The customer reached out to us on 2/13/2019; she declined an offer to switch her accounts to Indra's fixed rate plans, and instead requested to cancel her accounts. No ETFs were issued, and AEP and DEO established end dates of 3/6/2019 and 2/28/2019, respectively.

We should note that this customer was never enrolled in a fixed rate plan, and as a result, was never required to be provided with a renewal letter. The customer was billed according to the terms of their original variable enrollment on 6/20/2018 for the duration of time they received Palmco/Indra's service.

The customer's variable rate increased during her final billing cycle (1/29/19 – 2/28/19) and I believe that is the concern the customer is raising in her PUCO complaint regarding the *"high monthly variable rate she was charged after cancelling out of the contract."* With that in mind, we have calculated a rerate of \$209.42 for the customer's final gas bill with Indra, and intend on sending this adjustment to the customer's utility, in order to provide her with some financial relief and the effect of an expedited return to her utility's standard offer. We have detailed our calculations below.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/29/19	2/28/19	146	\$ 253.51	0.30200	44.09	\$ 209.42

We hope this course of action provides an adequate resolution to the customer's complaint. However, if you need anything further, please feel free to reach out.

Thank you.

Orpheus Craigue – Compliance Officer



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

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

Sent: Monday, March 11, 2019 09:53

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256973 [ref:_00Dt0GzXt._500t0FN7fX:ref]



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

CASE ID: 00256973

COMPANY:

CUSTOMER:

ADDRESS: , Lima, Ohio

SERVICE ADDRESS: , Lima, Ohio

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIC

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

DESCRIPTION OF ISSUE:

Good morning!

██████████ is disputing the high monthly variable rate she was charged after cancelling out of the contract. She said the highest rate was \$17.00 per Mcf.

What was the initial fixed rate that she agreed to?

When did the gas account begin billing under the fixed rate?

When and how was the customer sent notification that the fixed rate was going to expire? Please forward a copy of the notification for review.

Which months did she begin billing the MVR and how much was the rate for each billing cycle?

Has the enrollment been canceled? If so, when and what will be the final billing date for the gas account?

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

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

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PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

W: PalmcoEnergy.com
E: CustomerService@PalmcoEnergy.com
Toll free: 1 (877) 726 5862

6/22/2018

[Redacted]
Lima, 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 Number: [Redacted]

Rate Plan: Introductory Rate of \$0.05200/kWh for the first two billing cycles, and a variable rate thereafter. To access future variable pricing information, updated monthly, visit 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

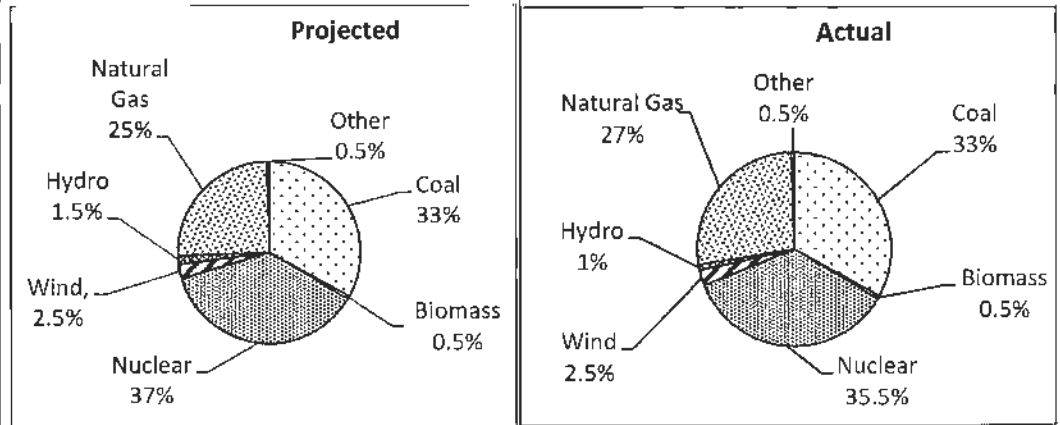
Environmental Disclosure Information – Quarterly Comparisons

PALMco Power OH, LLC

Projected Data for the 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.



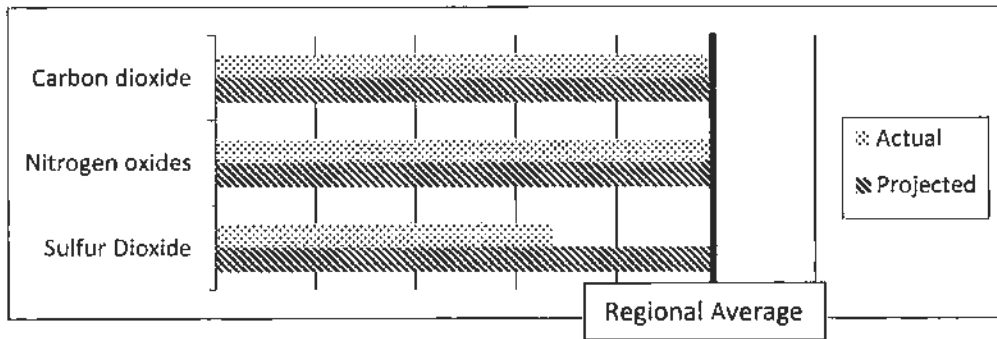
Environmental Characteristics–

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.



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

6/22/2018

[REDACTED]
Lima, 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 \$2.60000/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).

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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.

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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

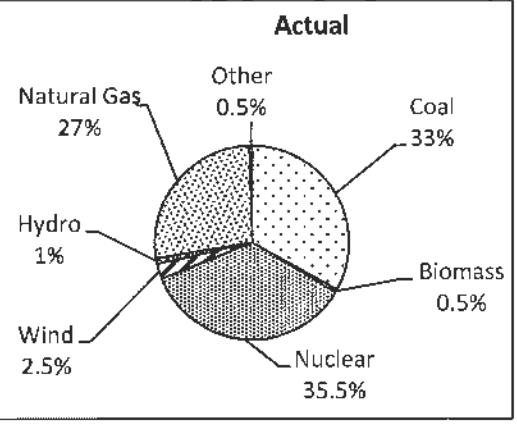
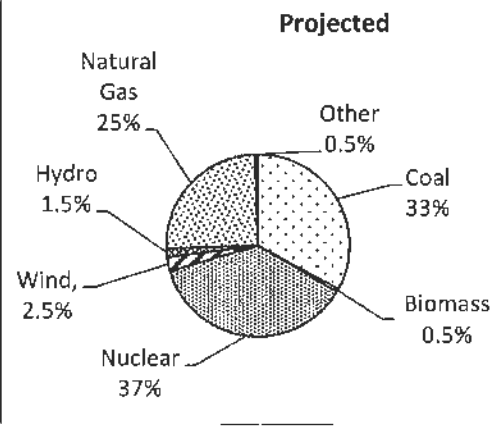
Environmental Disclosure Information – Quarterly Comparisons

PALMco Power OH, LLC

Projected Data for the 2017 Calendar Year

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

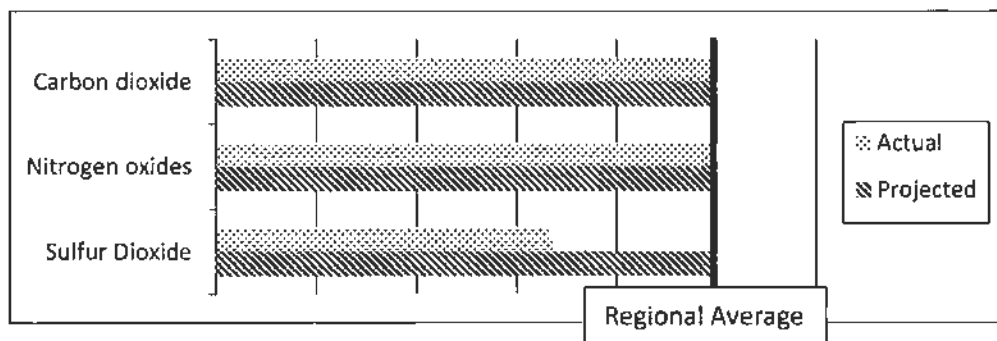
Generation Resource Mix -
A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.



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.

**SOMETHING NEW
IS COMING!**



Dear Valued Customer,

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

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

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

Thank you,

PALMco Energy



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

Sariah Brinker

From: Orpheus Craigue
Sent: Tuesday, March 26, 2019 5:07 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256973 [ref:_00Dt0GzXt_500t0FN7fX:ref]

Categories: PUCO Complaint

Hello Cindi, following up with the info you requested about [REDACTED],

The rate charged for the bill cycle 1/29/19 – 2/28/19 was 17.364 per Mcf, or 1.7364 per Ccf.

Regarding your statement about O.A.C. 4901:1-21-06(D)(2)(a)(viii), you are correct that the live operator stated “business days” instead of “calendar days”. I have confirmed that our current TPV script correctly has “seven calendar days” applied to electric enrollments in Ohio. As far as how this concern applies to this customer, [REDACTED] had the ability to cancel her service without penalty within either timeframe, as the terms of her enrollment did not include any termination fees, regardless of when she had enrolled.

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: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Saturday, March 23, 2019 10:32
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256973 [ref:_00Dt0GzXt_500t0FN7fX:ref]

Good morning,

Thank you for reimbursing the customer the difference in the MRV that was billed to her. Please provide the MVR that was billed to her during the billing period of Jan 29 through Feb 28.

Additionally, after reviewing the TPV for the enrollment of both the gas and electric accounts, I have determined that the TPV is not in compliance with O.A.C. 4901:1-21-06(D)(2)(a)(viii) for the electric enrollment.

-The company must allow the customer seven calendar days from the postmark date of the electric utility's confirmation notice to cancel the contract without penalty.

-The company's TPV stated the customer had seven business days and this is not correct.

Please advise what corrective action the company is taking to comply with this rule for electric.

Regards,
Cindi

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

From: Orpheus Craigie [ocraigie@indraenergy.com]

Sent: 3/14/2019 9:24 PM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256973 [ref:_00Dt0GzXt._500t0FN7fX:ref]

Hello Cindi,

Regarding PUCO Case ID 00256973; [REDACTED]

This electric and gas account were enrolled in Palmco's variable rate plans on 6/20/2018, as a result of a telephone sale. We have attached the TPV recording as well as the electric and gas confirmation packets mailed following enrollment.

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

Electric Plan: Variable. This included a two-month introductory rate of 5.2 cents, after which 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 them of this brand name change.

The customer reached out to us on 2/13/2019; she declined an offer to switch her accounts to Indra's fixed rate plans, and instead requested to cancel her accounts. No ETFs were issued, and AEP and DEO established end dates of 3/6/2019 and 2/28/2019, respectively.

We should note that this customer was never enrolled in a fixed rate plan, and as a result, was never required to be provided with a renewal letter. The customer was billed according to the terms of their original variable enrollment on 6/20/2018 for the duration of time they received Palmco/Indra's service.

The customer's variable rate increased during her final billing cycle (1/29/19 – 2/28/19) and I believe that is the concern the customer is raising in her PUCO complaint regarding the *"high monthly variable rate she was charged after cancelling out of the contract."* With that in mind, we have calculated a rerate of \$209.42 for the customer's final gas bill with Indra, and intend on sending this adjustment to the customer's utility, in order to provide her with some financial relief and the effect of an expedited return to her utility's standard offer. We have detailed our calculations below.

Begin Date	End Date	Billed Usage (Ccf)	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/29/19	2/28/19	146	\$ 253.51	0.30200	44.09	\$ 209.42

We hope this course of action provides an adequate resolution to the customer's complaint. However, if you need anything further, please feel free to reach out.

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

Sent: Monday, March 11, 2019 09:53

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256973 [ref:_00Dt0GzXt._500t0FN7fX:ref]

Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256973

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Lima, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Lima, 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!

██████ is disputing the high monthly variable rate she was charged after cancelling out of the contract. She said the highest rate was \$17.00 per Mcf.

What was the initial fixed rate that she agreed to?

When did the gas account begin billing under the fixed rate?

When and how was the customer sent notification that the fixed rate was going to expire? Please forward a copy of the notification for review.

Which months did she begin billing the MVR and how much was the rate for each billing cycle?

Has the enrollment been canceled? If so, when and what will be the final billing date for the gas account?

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

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._500t0FN7fX:ref

Orpheus Craigue

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 27, 2019 3:14 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255443 [ref_00Dt0GzXt_500t0FMRCh:ref]



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

CASE ID: 00255443

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Dayton, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Dayton, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

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)

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that he was paying .35 per ccf and now Indra is charging him 1.17 per ccf. He states that his last bill was \$138, now with the new rate, his bill is \$391. Caller states that he called Indra and has been on hold for an hour, no answer at Indra.

*** Do you show a contact from the customer to inquire on his rate increase?

*** Is your phone system experiencing 1 hour hold times?

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** If applicable, are you willing to re-rate the customer?

*** If yes, please provide the detailed calculation on how you determine the re-rate amount.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

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._500t0FMRCh:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Tuesday, March 5, 2019 5:45 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255443 [ref:_00Dt0GzXt_500t0FMRCh:ref]
Attachments: [REDACTED] - TPV.mp3; [REDACTED] Sales Audio 1.mp3; [REDACTED] Sales Audio 2.mp3; [REDACTED] Sales Audio 3.mp3; [REDACTED] Sales Audio 4.mp3; [REDACTED] - Confirmation Pack Gas 10-15-18.pdf; [REDACTED] - Confirmation Pack Gas 2-27-19.pdf; [REDACTED] - Confirmation Pack Electric 10-15-18.pdf; [REDACTED] - Confirmation Pack Electric 2-28-19.pdf
Categories: PUCO Complaint

Hello Shawn,

Regarding PUCO Case IDs 00255443 and 00255781, [REDACTED]

The customer's electric and gas accounts were enrolled in Indra's supply on 10/12/2018, as the result of a telephone sale. We've attached the sales audio, TPV recording, and confirmation packages from the customer's enrollment. Both accounts were enrolled in variable rate plans, which carried a two-month introductory rate.

The customer first reached out to our Customer Service line on 2/26/2019, and then spoke with us the following day as well. As a result of these calls, the customer switched both his electric and gas plans from the existing variable plans to the fixed rate plans described below. We're also attaching the confirmation packages that were sent to the customer following these changes.

We have since followed up with the customer and advised that we would adjust the customer's February bills by extending him the second phase of the fixed rate products he recently enrolled in (72.94 cents for gas, and 9.6 cents for electric). This results in an adjustment of \$127.44 to the customer's gas account, and \$134.95 to the customer's electric account. If the customer receives any more variable bills before his fixed rates take effect, we will adjust those bills as well. The customer confirmed his intent to continue with Indra under the fixed rate plans, so we have not submitted any drops on the customer's accounts.

Electric:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/24/19	2/22/19	1312	\$ 260.90	0.09600	125.95	\$ 134.95

Gas:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/17/19	2/14/19	267	\$ 336.80	0.72940	194.75	14.61	209.36	\$ 127.44

The customer's initial electric and gas enrollments were under Indra's variable rate plans. However, at this point, both of the customer's accounts have been switched to fixed rate plans. Additionally, none of these products carry any termination fees. For reference, we're summarizing all of the rate plans here:

Initial Gas Plan: Variable. This included a two-month introductory rate of 35 cents, after which rate would vary month-to-month.

New Gas Plan: 100%-Green 13-Month Two-Phase Fixed, including an initial rate of 55 cents for the first month, followed by 72.94 cents for the remaining 12 months.

Initial Electric Plan: 100%-Green Variable. This included a two-month introductory rate of 5.3 cents, after which rate would vary month-to-month.

New Electric Plan: 100%-Green 14-Month Two-Phase Fixed, including an initial rate of 5.2 cents for the first month, followed by 9.6 cents for the remaining 13 months.

Finally, while Indra has had increased call volume, we have not had any reports of hold times as long as suggested in the customer's complaint.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – Asst. 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: Monday, March 4, 2019 19:31

To: Shawn Thompson <contactthepuco@puc.state.oh.us>

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

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255443 [ref:_00Dt0GzXt._500t0FMRCh:ref]

Hello Shawn,

I'm attaching the TPV recording from this customer's enrollment in our service from 10/12/2018. We have had increased call volume which has led to some increased hold times, although ultimately we did connect with this customer around 1:30pm on 2/27/2019.

We're still reviewing the customer's accounts, and will get back to you regarding both this gas account, and the customer's electric account, which you had sent over in a separate case.

We hope to get a response back to you before the end of the day tomorrow. Thanks for your patience.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

From: Shawn Thompson <contactthepuco@puc.state.oh.us>

Sent: Wednesday, February 27, 2019 15:14

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255443 [ref:_00Dt0GzXt._500t0FMRCh:ref]



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

CASE ID: 00255443

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Dayton, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Dayton, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

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)

DESCRIPTION OF ISSUE:

Good afternoon,

Caller states that he was paying .35 per ccf and now Indra is charging him 1.17 per ccf. He states that his last bill was \$138, now with the new rate, his bill is \$391. Caller states that he called Indra and has been on hold for an hour, no answer at Indra.

*** Do you show a contact from the customer to inquire on his rate increase?

*** Is your phone system experiencing 1 hour hold times?

*** Please provide how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** If applicable, are you willing to re-rate the customer?

*** If yes, please provide the detailed calculation on how you determine the re-rate amount.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

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._500t0FMRCh:ref

Orpheus Craigue

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 28, 2019 3:20 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255781 [ref:_00Dt0GzXt_500t0FMZbc:ref]



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

CASE ID: 00255781

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Dayton, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Dayton, Ohio [REDACTED]

AIQ: Palmco Power OH LLC

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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

This is not a duplicate. This case is for electric. I sent case number 00255443 (gas) yesterday.

Caller states that he just received his electric bill. Bill total amount is \$332.87 and Indra's charges are \$260.90. Caller states that they are charging him .19885671 per kwh. Caller states that he thought he signed up for a 12mo contract, but Indra told him it was only a 2 month contract.

*** Do you show a contact from the customer to dispute his enrollment terms?

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** If applicable, are you willing to re-rate the customer?

*** If yes, please provide the detailed calculation on how you determine the re-rate amount.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

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._500t0FMZbc:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Tuesday, March 5, 2019 5:45 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255781 [ref:_00Dt0GzXt_500t0FMZbc:ref]
Attachments: [REDACTED] - TPV.mp3; [REDACTED] Sales Audio 4.mp3; [REDACTED] Sales Audio 1.mp3; [REDACTED] Sales Audio 2.mp3; [REDACTED] Sales Audio 3.mp3; [REDACTED] - Confirmation Pack Electric 10-15-18.pdf; [REDACTED] - Confirmation Pack Electric 2-28-19.pdf; [REDACTED] - Confirmation Pack Gas 10-15-18.pdf; [REDACTED] - Confirmation Pack Gas 2-27-19.pdf
Categories: PUCO Complaint

Hello Shawn,

Regarding PUCO Case IDs 00255443 and 00255781, [REDACTED]:

The customer's electric and gas accounts were enrolled in Indra's supply on 10/12/2018, as the result of a telephone sale. We've attached the sales audio, TPV recording, and confirmation packages from the customer's enrollment. Both accounts were enrolled in variable rate plans, which carried a two-month introductory rate.

The customer first reached out to our Customer Service line on 2/26/2019, and then spoke with us the following day as well. As a result of these calls, the customer switched both his electric and gas plans from the existing variable plans to the fixed rate plans described below. We're also attaching the confirmation packages that were sent to the customer following these changes.

We have since followed up with the customer and advised that we would adjust the customer's February bills by extending him the second phase of the fixed rate products he recently enrolled in (72.94 cents for gas, and 9.6 cents for electric). This results in an adjustment of \$127.44 to the customer's gas account, and \$134.95 to the customer's electric account. If the customer receives any more variable bills before his fixed rates take effect, we will adjust those bills as well. The customer confirmed his intent to continue with Indra under the fixed rate plans, so we have not submitted any drops on the customer's accounts.

Electric:

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/24/19	2/22/19	1312	\$ 260.90	0.09600	125.95	\$ 134.95

Gas:

Begin Date	End Date	Billed Usage	Supply Charge (with tax)	ReRate To:	ReRate PreTax	ReRate Tax	ReRate Total	Amt Due Customer
1/17/19	2/14/19	267	\$ 336.80	0.72940	194.75	14.61	209.36	\$ 127.44

The customer's initial electric and gas enrollments were under Indra's variable rate plans. However, at this point, both of the customer's accounts have been switched to fixed rate plans. Additionally, none of these products carry any termination fees. For reference, we're summarizing all of the rate plans here:

Initial Gas Plan: Variable. This included a two-month introductory rate of 35 cents, after which rate would vary month-to-month.

New Gas Plan: 100%-Green 13-Month Two-Phase Fixed, including an initial rate of 55 cents for the first month, followed by 72.94 cents for the remaining 12 months.

Initial Electric Plan: 100%-Green Variable. This included a two-month introductory rate of 5.3 cents, after which rate would vary month-to-month.

New Electric Plan: 100%-Green 14-Month Two-Phase Fixed, including an initial rate of 5.2 cents for the first month, followed by 9.6 cents for the remaining 13 months.

Finally, while Indra has had increased call volume, we have not had any reports of hold times as long as suggested in the customer's complaint.

Please let us know if you need anything else. Thank you.

Orpheus Craigue – Asst. 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: Monday, March 4, 2019 19:32

To: Shawn Thompson <contactthepuco@puc.state.oh.us>

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

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255781 [ref:_00Dt0GzXt._500t0FMZbc:ref]

Hello Shawn,

I replied in the other chain, but will also follow up here. Attaching the TPV recording from this enrollment, and will be following up once we have a response to this customer's complaint. Thank you.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

From: Shawn Thompson <contactthepuco@puc.state.oh.us>

Sent: Thursday, February 28, 2019 15:20

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255781 [ref:_00Dt0GzXt._500t0FMZbc:ref]



**Public Utilities
Commission**

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

CASE ID: 00255781

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Dayton, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Dayton, Ohio [REDACTED]

AIQ: Palmco Power OH LLC

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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good afternoon,

This is not a duplicate. This case is for electric. I sent case number 00255443 (gas) yesterday.

Caller states that he just received his electric bill. Bill total amount is \$332.87 and Indra's charges are \$260.90. Caller states that they are charging him .19885671 per kwh. Caller states that he thought he signed up for a 12mo contract, but Indra told him it was only a 2 month contract.

*** Do you show a contract from the customer to dispute his enrollment terms?

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** If applicable, are you willing to re-rate the customer?

*** If yes, please provide the detailed calculation on how you determine the re-rate amount.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

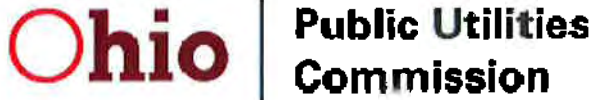
www.PUCO.ohio.gov

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._500t0FMZbc:ref

Sariah Brinker

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 3:37 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258122 [ref:_00Dt0GzXt_500t0FNiGn:ref]



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

CASE ID: 00258122

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Washington Court House, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Washington Court House,
Ohio [REDACTED]

AIQ: Palmco Power OH LLC [REDACTED]

SERVICE ACCOUNT NUMBER [REDACTED]
[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:

Good afternoon,

Below is the email from the customer.

Indra energy called NY 80 years old mother with dementia and enrolled her her bill went from 50 to over 500 in delivery charges and keeps going up she didn't knowingly enroll if at all this is crimes against the elderly how do I proceed further

*** Do you show a contact from the customer to dispute the enrollment?

*** Please advise how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, TPV, welcome packet and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

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_500t0FNiGn:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Tuesday, March 19, 2019 6:34 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258122 [ref:_00Dt0GzXt_500t0FNiGn:ref]
Attachments: [REDACTED]-TPV.mp3; [REDACTED]-Sales Call.mp3; [REDACTED]-Confirmation Pack.pdf; [REDACTED]-Confirmation Pack-Fixed Plan.pdf; Indra Postcard.pdf
Categories: PUCO Complaint

Hello Shawn and the PUCO,

Regarding Case # 00258122, [REDACTED]:

[REDACTED] enrolled her electric account in Palmco's variable rate plan on 8/14/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 9/14/18.

Electric Plan: Variable. This included a two-month introductory rate of 5.3 cents per kWh, after which rate would vary month-to-month. No ETFs.

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.

On 12/21/18, [REDACTED] reached out to our Customer Service line and verified a switch to a new fixed rate plan for her electric account. We've attached the confirmation packet mailed to the customer confirming the switch to this plan. However, before this new plan went into effect, we received an inbound drop transaction on 12/27/18, and the customer's electric utility determined a service end date of 1/15/19. 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 final bill to the rate we have on file for her electric utility, resulting in an adjustment of \$339.35 for the billing cycle of 12/12/18 – 1/15/19. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/12/2018	1/15/2019	2144	\$460.06	\$0.0563	\$120.71	\$339.35

Upon receiving this complaint, the customer was added to our DNC list in order to prevent any future solicitation by our telemarketing partners. Let us know if we can be of any further assistance.

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: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 12, 2019 15:37
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258122 [ref:_00Dt0GzXt._500t0FNIGn:ref]



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

CASE ID: 00258122

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Washington Court House, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Washington Court House,
Ohio [REDACTED]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]
[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:

Good afternoon,

Below is the email from the customer.

Indra energy called NY 80 years old mother with dementia and enrolled her her bill went from 50 to over 500 in delivery charges and keeps going up she didn't knowingly enroll if at all this is crimes against the elderly how do I proceed further

*** Do you show a contact from the customer to dispute the enrollment?
*** Please advise how you obtained the authorization to enroll the customer.
*** Please provide the sales call or signed contract, TPV, welcome packet and terms.
*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

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._500t0FNiGn:ref



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

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

12/26/2018



Washington Court House, OH



Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account Number



Rate Plan: Initial Rate of \$0.05300/kWh for the first month followed by a Fixed Rate of \$0.07700/kWh for the remaining 24 months.

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 hear from you, so please call us at the number below.

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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



OHIO TERMS AND CONDITIONS

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

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

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

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

PRICING.

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

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

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

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

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

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

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

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

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

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

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

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

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

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

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

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

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

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

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

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

V.E.18-10.01

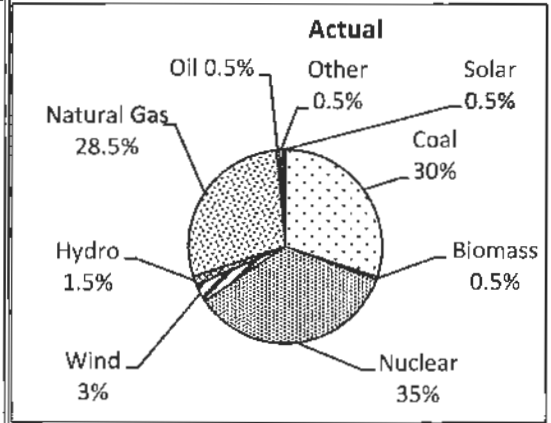
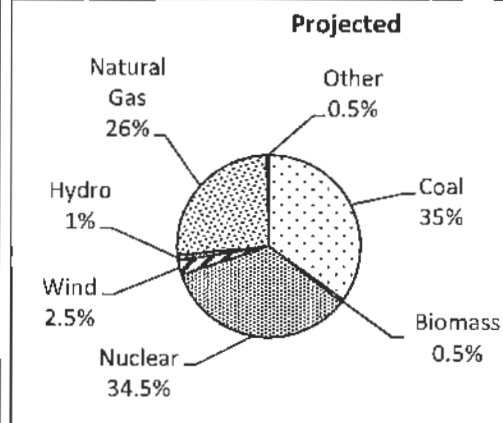
Environmental Disclosure Information – Quarterly Comparisons

Indra Energy

Projected Data for the 2018 Calendar Year

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

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.



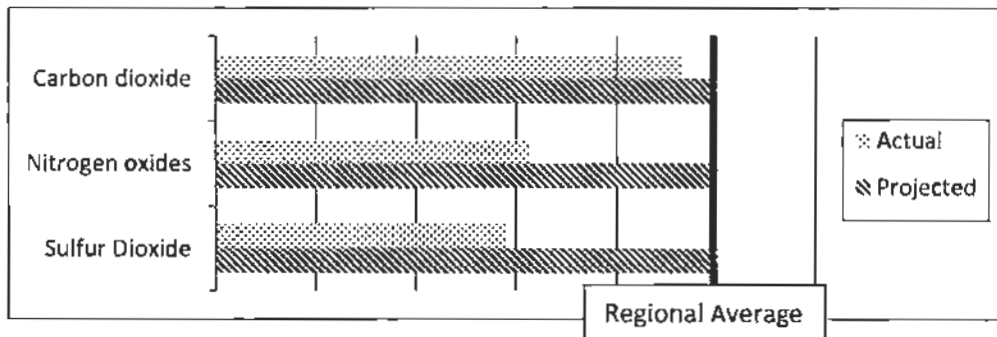
Environmental Characteristics–

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 Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.

**SOMETHING NEW
IS COMING!**



Dear Valued Customer,

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

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

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

Thank you,

PALMco Energy



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

8/16/2018

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

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

Below is a summary of your service account with PALMco:

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

Utility Account Number: [REDACTED]

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

Cancellation Fees: None.

Budget Billing: Available upon request.

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

PALMco Customer Service

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



OHIO TERMS AND CONDITIONS

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

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

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

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

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

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

PRICING.

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

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

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

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.

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V.E.17-12.19

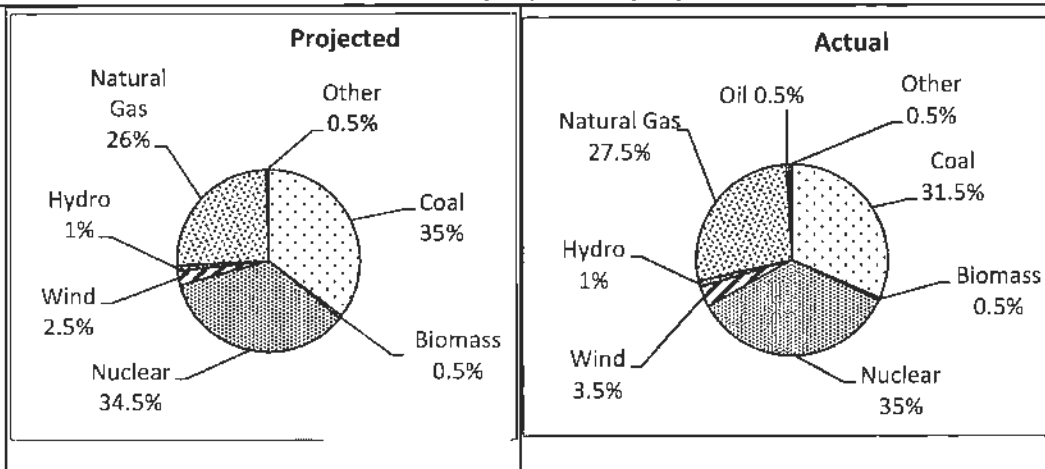
Environmental Disclosure Information – Quarterly Comparisons

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.



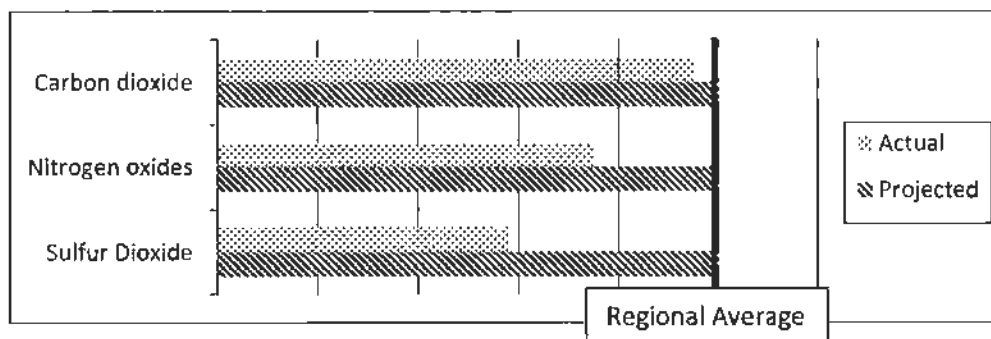
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A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
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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: Orpheus Craigue
Sent: Thursday, March 28, 2019 3:18 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258122 [ref:_00Dt0GzXt_500t0FNiGn:ref]

Categories: PUCO Complaint

Hello Shawn,

Regarding Case # 00258122, [REDACTED]:

We are rerating the bill to the 4.7 cents as you mentioned, which results in an additional \$19.91 due to the customer, for a total credit of \$359.29. We are sending this adjustment to the utility to credit the customer's account.

If you need anything else, let us know. Thanks.

Orpheus Craigue – Compliance Officer



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

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 26, 2019 10:29
To: Orpheus Craigue <ocraigue@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258122 [ref:_00Dt0GzXt_500t0FNiGn:ref]

Good morning Orpheus,

The customer's price to compare for that service period was 4.7 cents. Please re-rate the customer based on that rate and provide the amount refunded to the customer. How will the refund occur? Will you credit the account or send the customer a refund check?

Thanks,

Shawn Thompson

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

From: PUCO Consumer Call Center [contactthepuco@puc.state.oh.us]
Sent: 3/25/2019 7:42 AM
To: ocraigue@indraenergy.com

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258122 [ref:_00Dt0GzXt._500t0FNiGn:ref]

Good morning Orpheus,

I am confirming the customer's price to compare for the re-rate calculation. I should have a response to you soon.

Thanks,

Shawn Thompson

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

From: Orpheus Craigue [ocraigue@indraenergy.com]

Sent: 3/19/2019 6:34 PM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258122 [ref:_00Dt0GzXt._500t0FNiGn:ref]

Hello Shawn and the PUCO,

Regarding Case # 00258122, [REDACTED]:

[REDACTED] enrolled her electric account in Palmco's variable rate plan on 8/14/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation package sent to the customer detailing the terms of service. Palmco began servicing the customer's account on 9/14/18.

Electric Plan: Variable. This included a two-month introductory rate of 5.3 cents per kWh, after which rate would vary month-to-month. No ETFs.

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.

On 12/21/18, [REDACTED] reached out to our Customer Service line and verified a switch to a new fixed rate plan for her electric account. We've attached the confirmation packet mailed to the customer confirming the switch to this plan. However, before this new plan went into effect, we received an inbound drop transaction on 12/27/18, and the customer's electric utility determined a service end date of 1/15/19. 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 final bill to the rate we have on file for her electric utility, resulting in an adjustment of \$339.35 for the billing cycle of 12/12/18 – 1/15/19. We've included a chart below detailing our calculations for this adjustment.

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
12/12/2018	1/15/2019	2144	\$460.06	\$0.0563	\$120.71	\$339.35

Upon receiving this complaint, the customer was added to our DNC list in order to prevent any future solicitation by our telemarketing partners. Let us know if we can be of any further assistance.

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: Shawn Thompson <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 12, 2019 15:37

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00258122 [ref:_00Dt0GzXt._500t0FNiGn:ref]



**Public Utilities
Commission**

Initial Submission of a Consumer Complaint

Provider of Electric

Please Respond Within 3 Business Days

CASE ID: 00258122

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Washington Court House, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Washington Court House, Ohio
[REDACTED]

AIQ: Palmco Power OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]
[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:

Good afternoon,

Below is the email from the customer.

Indra energy called NY 80 years old mother with dementia and enrolled her her bill went from 50 to over 500 in delivery charges and keeps going up she didn't knowingly enroll if at all this is crimes against the elderly how do I proceed further

*** Do you show a contact from the customer to dispute the enrollment?

*** Please advise how you obtained the authorization to enroll the customer.

*** Please provide the sales call or signed contract, TPV, welcome packet and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

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._500t0FNiGn:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 28, 2019 9:25 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255737 { ref:_00Dt0GzXt_500t0FMYiR:ref }



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

CASE ID: 00255737

CUSTOMER: [REDACTED]

MAILING ADDRESS: [REDACTED] Strongsville, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Strongsville, Ohio [REDACTED]

and [REDACTED] Seven Hills, Ohio [REDACTED]

AIQ: Palmco Power OH LLC [REDACTED]

ELECTRIC SERVICE ACCOUNT NUMBERS: [REDACTED]

AND [REDACTED]

GAS 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good morning.

According to [REDACTED], in July or August 2018 she enrolled one natural gas and two electric accounts with Indra Energy. She states that the two electric accounts were enrolled in variable rate plans, with the variable rates increasing from \$0.0519 initially to now \$0.229 per kwh.

[REDACTED] states the natural gas agreement is also for a variable rate and that for that account the rate increased from \$5.86 per MCF to \$8.32.

[REDACTED] wants to know why the variable rate pricing for each of the three plans has increased and if adjustments will be issued to all three

accounts.

Please review these accounts and advise:

1. When, how, and by whom the accounts were enrolled.
2. What the terms of service for each of the three accounts are.
3. If requests to cancel any of the three accounts has been received. If so, please provide the service end effective dates.
4. Why the variable rates have increased, particularly in the case of the electric generation rate.
5. How the variable rates are being calculated.
6. If any early termination fees apply to any of the three enrollments. If so, will the fees be waived. And if not, why not.
7. If any adjustments will be issued to any of the three accounts. If so, please advise what the adjustments will be. If not, please advise why not.

Additionally, please provide copies of all enrollment materials associated with the three accounts, including:

1. The third party verification recording.
2. The signed agreement for service.
3. The terms and conditions of service.
4. The welcome letter issued to the consumer.

Thank you.

Sincerely,

Christina Cassady

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._500t0FMYiR:ref

William Schaaf

From: William Schaaf
Sent: Wednesday, March 6, 2019 5:19 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255737 [ref:_00Dt0GzXt_500t0FMYiR:ref]
Attachments: [REDACTED]-TPV.MP3; [REDACTED]-Confirmation Pack-Gas.pdf; [REDACTED]-Confirmation Pack-[REDACTED].pdf; [REDACTED]-Confirmation Pack-Electric Acct # [REDACTED].pdf; [REDACTED]-Sales Call.mp3; Indra Postcard.pdf

Hello Christina and the PUCO,

Regarding Case # 00255737, [REDACTED]:

[REDACTED] enrolled one gas account and two electric accounts in Palmco's variable rate plans on 5/9/18, as the result of a telephone sale. We've attached the sales call audio and TPV recording for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service.

Gas Plan: Variable. This included a two-month introductory rate of \$2.50 per Mcf, after which the rate would vary month-to-month.

Electric Plan: Variable. This included a two-month introductory rate of \$0.0520 per kWh, 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 them of this brand name change.

We received inbound drop transactions for the customer's electric accounts on 2/4/19, and then received an inbound drop for the gas account on 2/23/19. No termination fees were issued for cancellation. We've included a chart below that shows that the service start and end dates for each account.

AccountNumber	Commodity	Start Date	End Date
[REDACTED]	Electric	6/27/2018	2/22/2019
	Electric	6/13/2018	3/12/2019
	Gas	6/7/2018	2/7/2019

In the interest of customer satisfaction and to provide the customer with the effect of an expedited return to the utility's standard offer, we are willing to rerate the customer's final variable bills to the rate we have on file for the utility. We've included charts below detailing our calculations for these adjustments.

Gas Acct # [REDACTED]

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/9/2019	2/7/2019	123	\$98.17	\$0.3712	\$45.66	\$52.51

Electric Acct # [REDACTED]

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/25/2019	2/22/2019	137	\$27.82	\$0.0555	\$7.60	\$20.22

Electric Acct # [REDACTED]

Begin Date	End Date	Billed Usage	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/11/2019	2/12/2019	4061	\$933.96	\$0.0555	\$225.39	\$708.57

Indra's Variable Gas and Electric rate is determined according to the following criteria, taken from Indra's Terms & Conditions:

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

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

The following Price Disclosure is also included in Indra's Terms & Conditions:

"There is no limit on how much the Variable Price of your natural gas and/or electric supply service may change from one billing cycle to the next and your Variable Price may be higher or lower than your utility's standard offer service rate in any given month. Indra does not guarantee savings in any month or for the entire length of this Agreement. Indra's current and historical prices are not an indicator of future prices. You can access future variable pricing information, updated monthly, by visiting Indra's website at <https://IndraEnergy.com/ohio/ohio-variable-rates/> or by calling (888) 504-6372."

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

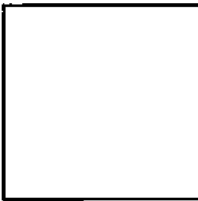
www.IndraEnergy.com

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

Sent: Thursday, February 28, 2019 9:25 AM

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255737 [ref: _00Dt0GzXt._500t0FMYiR:ref]



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

CASE ID: 00255737

CUSTOMER: [REDACTED]

MAILING ADDRESS: [REDACTED], Strongsville, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Strongsville, Ohio [REDACTED]

and [REDACTED], Seven Hills, Ohio [REDACTED]

AIQ: Palmco Power OH LLC

ELECTRIC SERVICE ACCOUNT NUMBERS: [REDACTED]

AND [REDACTED]

GAS 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. 4901:1-21-06(D)(1)(h)(v)

DESCRIPTION OF ISSUE:

Good morning.

According to [REDACTED], in July or August 2018 she enrolled one natural gas and two electric accounts with Indra Energy. She states that the two electric accounts were enrolled in variable rate plans, with the variable rates increasing from \$0.0519 initially to now \$0.229 per kwh.

[REDACTED] states the natural gas agreement is also for a variable rate and that for that account the rate increased from \$5.86 per MCF to \$8.32.

[REDACTED] wants to know why the variable rate pricing for each of the three plans has increased and if adjustments will be issued to all three accounts.

Please review these accounts and advise:

1. When, how, and by whom the accounts were enrolled.
2. What the terms of service for each of the three accounts are.

3. If requests to cancel any of the three accounts has been received. If so, please provide the service end effective dates.
4. Why the variable rates have increased, particularly in the case of the electric generation rate.
5. How the variable rates are being calculated.
6. If any early termination fees apply to any of the three enrollments. If so, will the fees be waived. And if not, why not.
7. If any adjustments will be issued to any of the three accounts. If so, please advise what the adjustments will be. If not, please advise why not.

Additionally, please provide copies of all enrollment materials associated with the three accounts, including:

1. The third party verification recording.
2. The signed agreement for service.
3. The terms and conditions of service.
4. The welcome letter issued to the consumer.

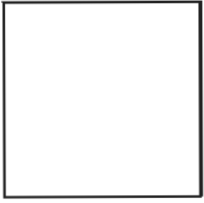
Thank you.

Sincerely,

Christina Cassady

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,_500t0FMYiR:ref

Orpheus Crague

From: Shawn Thompson <contactthepuco@puc.state.oh.us>
Sent: Tuesday, March 5, 2019 3:36 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256671 [ref:_00Dt0GzXt_500t0FMzqV:ref]



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

CASE ID: 00256671

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 afternoon,

Caller states that his rate is over 17 mcf. He called Indra to get more information and cancel, but they told him that they would get back to him.

*** Do you show a contact from the customer to inquire on the rate and cancel the service?

*** If yes, please advise if the account has been cancelled.

*** Please provide the sales call or signed contract, tpv, welcome letter and terms.

*** Please provide all of the details regarding this issue to our office for review.

Sincerely,

Shawn Thompson

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._500t0FMzqV:ref

Sariah Brinker

From: Orpheus Craigue
Sent: Tuesday, March 12, 2019 7:09 PM
To: Shawn Thompson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256671 [ref:_00Dt0GzXt_500t0FMzqV:ref]
Attachments: [REDACTED] - TPV.mp3; [REDACTED] - Sales Audio.wav; [REDACTED] - Confirmation Pack Electric.pdf; [REDACTED] - Confirmation Pack Gas.pdf; Indra Postcard.pdf; [REDACTED] - Confirmation Pack Gas 3-5-19.pdf
Categories: PUCO Complaint

Hello Shawn,

Regarding PUCO Case 256671; [REDACTED]

This customer enrolled his electric and gas accounts on 8/28/2018, as a result of a telephone sale. We're attaching the sales audio and TPV recording from this enrollment, as well as the confirmation packet mailed shortly thereafter. Additionally, we're attaching the postcard sent to customers detailing the brand name change from Palmco to Indra Energy in October 2018.

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

Electric Plan: 17-Month Two-Phase Fixed Plan, including 5.4 cents for the initial month, followed by 8.2 cents for the remaining 16 months. No ETFs.

The customer reached out to our Customer Service line on 3/4/2019 and verified a switch to a new rate plan for his gas account. We've attached the confirmation packet mailed to the customer confirming the switch, which was in a 100%-Green 13-Month Two-Phase fixed plan, with an initial rate of \$4.40 per Mcf for the first month, followed by \$7.206 per Mcf for the remaining 12 months; this plan also does not carry any ETFs. Also on this conversation, the customer had requested an adjustment of his most recent bill, and was advised that his account would be escalated for further review.

Upon review, we've determined that we will rerate the customer's most recent variable bill to the rate of \$7.206 per Mcf, providing the customer an adjustment of \$207.88. We followed up with the customer, who accepted this credit, and also confirmed his intent to proceed with Indra for his electric and gas supply.

If you need any further information, please feel free to reach out. Thank you.

Orpheus Craigue – Compliance Officer



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

From: Shawn Thompson <contactthepuco@puc.state.oh.us>

Sent: Tuesday, March 12, 2019 07:32

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

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256671 [ref:_00Dt0GzXt._500t0FMzqV:ref]



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

CASE ID: 00256671

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,

An initial complaint was sent to you on 3/5/19. Please review the customer's concerns and respond within three business days.

Sincerely,

Shawn Thompson

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._500t0FMzqV:ref



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

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

8/30/2018

[REDACTED]
Cleveland, 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 **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: Initial Rate of \$0.05400/kWh for the first month followed by a Fixed Rate of \$0.08200/kWh for the remaining 16 months.

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.

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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

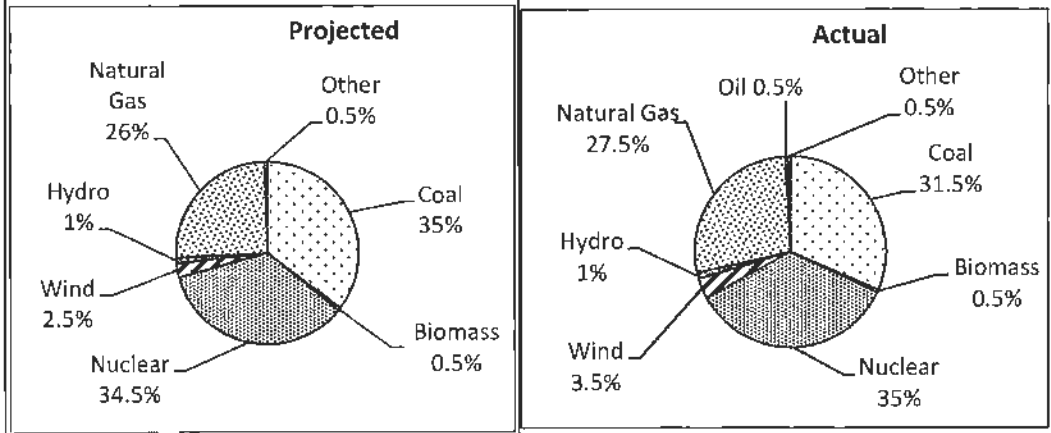
Environmental Disclosure Information – Quarterly Comparisons

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.



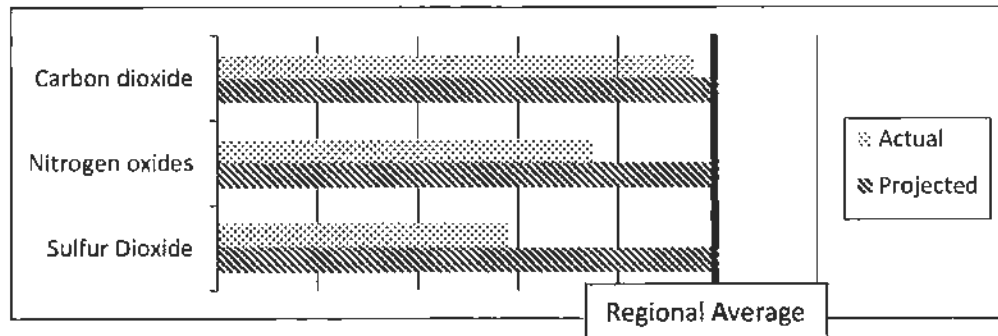
Environmental Characteristics–

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

8/30/2018



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 \$2.60000/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.

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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.

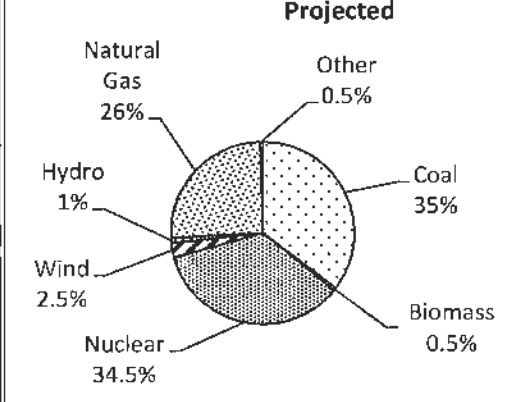
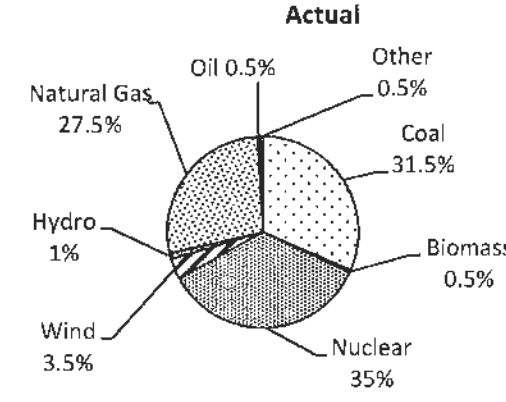
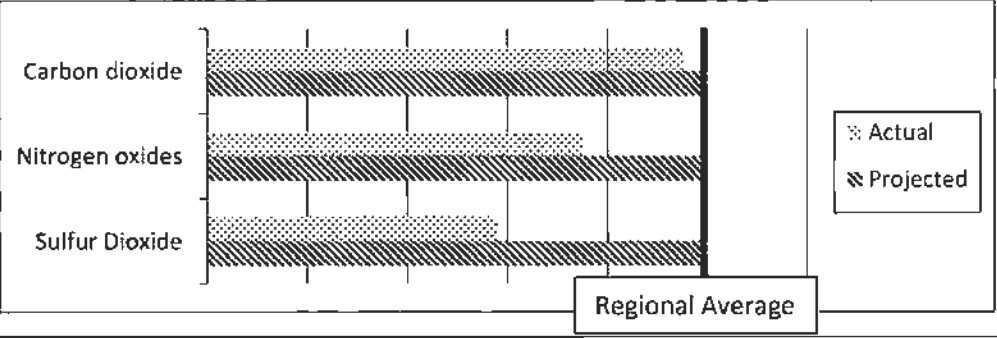
APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS 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.	Projected 		Actual 									
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.	<table><tr><th>Type:</th><th colspan="2">Quantity:</th></tr><tr><td>High-Level Radioactive Waste</td><td>Unknown</td><td>Lbs./1,000 kWh</td></tr><tr><td>Low-Level Radioactive Waste</td><td>Unknown</td><td>Ft³/1,000 kWh</td></tr></table>			Type:	Quantity:		High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh	Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh
	Type:	Quantity:										
	High-Level Radioactive Waste	Unknown	Lbs./1,000 kWh									
Low-Level Radioactive Waste	Unknown	Ft³/1,000 kWh										
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact PALMco Power OH, LLC at www.palmcoenergy.com or by phone at (877) 726-5862.												

**SOMETHING NEW
IS COMING!**



Dear Valued Customer,

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

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

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

Thank you,

PALMco Energy



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



Indra Energy
1515 Market Street, Suite 1200
Philadelphia, PA, 19102

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

3/5/2019

[REDACTED]
Cleveland, OH [REDACTED]

Thank you for choosing Indra Energy as your energy supplier!

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

We are currently processing your enrollment

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

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

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

Utility Account Number [REDACTED]

Rate Plan: Initial Rate of \$4.40000/Mcf for the first month followed by a Fixed Rate of \$7.20600/Mcf for the remaining 12 months.

Cancellation Fees: None.

Budget Billing: Please contact Dominion East Ohio.

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

Your feedback is important to us!

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

Questions?

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

Thank you again for choosing us as your energy supplier!

Sincerely,

Indra Energy Customer Care

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



OHIO TERMS AND CONDITIONS

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

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

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

LENGTH OF AGREEMENT AND TERMINATION. This Agreement will begin when your local utility switches your account to Indra. For Variable Price natural gas and/or electric supply service, this Agreement will continue on a month-to-month basis. For Fixed Price natural gas and/or electric supply service, this Agreement will continue for the period of time set forth in your Confirmation Letter. If Indra decides to terminate as provided in this Agreement, it shall provide advance notice to you in writing to your Service Address (es). You may terminate this Agreement at any time by: (a) calling (888) 504-6372; (b) sending a letter to 1515 Market Street, Suite 1200, Philadelphia, PA 19102; or (c) emailing

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

PRICING.

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

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

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

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

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

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

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

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

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

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

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

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

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

DISPUTE PROCEDURES AND QUESTIONS CONCERNING YOUR SERVICE. Contact Indra at (888) 504-6372 (toll free), by U.S. mail at 1515 Market Street, Suite 1200, Philadelphia, PA 19102, or by e-mail at CustomerCare@IndraEnergy.com, if you have any questions or complaints about your service under this Agreement. If your complaint is not resolved after you have contacted Indra and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be

contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

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

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

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

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

NO WARRANTIES. INDRA ENERGY MAKES ANY WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPLICABLE LAWS, ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction

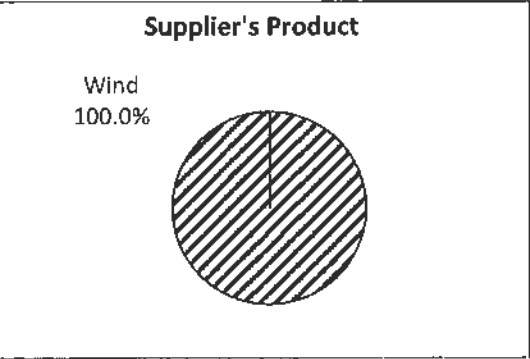
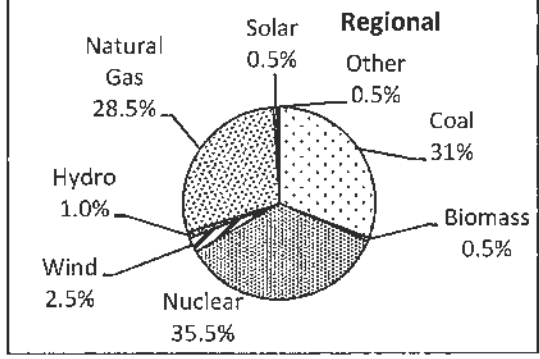
over the subject matter of this Agreement, including, without limitation, the Public Utilities Commission of Ohio. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH OHIO LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

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

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

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V.E.18-12.01

GREEN PRODUCT DISCLOSURE LABEL																										
INDRA ENERGY																										
PROJECTED DATA FOR THE 2019 CALENDAR YEAR																										
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Nitrogen oxides																										
Sulfur Dioxide																										
					Regional Average																					
Radioactive Waste -- Radioactive waste associated with the product.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%; text-align: center;">Type:</th> <th style="width: 50%; text-align: center;">Quantity:</th> </tr> <tr> <td>High-Level Radioactive Waste</td> <td style="text-align: center;">Lbs./1,000 kWh</td> </tr> <tr> <td>Low-Level Radioactive Waste</td> <td style="text-align: center;">Ft³/1,000 kWh</td> </tr> </table>		Type:	Quantity:	High-Level Radioactive Waste	Lbs./1,000 kWh	Low-Level Radioactive Waste	Ft³/1,000 kWh																		
Type:	Quantity:																									
High-Level Radioactive Waste	Lbs./1,000 kWh																									
Low-Level Radioactive Waste	Ft³/1,000 kWh																									
With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Indra Energy at www.IndraEnergy.com or by phone at (888) 504-6372.																										

Orpheus Craigue

From: Darita Patterson <contactthepuco@puc.state.oh.us>
Sent: Wednesday, February 20, 2019 5:07 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254414 [ref:_00Dt0GzXt_500t0FLriR:ref]



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

CASE ID: 00254414

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], North Ridgeville, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], North Ridgeville, Ohio
[REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Customer's fixed rate of .37 immediately jumped to \$1.74/ccf when his rate went variable. Please explain the rate increasing by nearly 500%!
Please respond with resolution and drop date.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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

ref:_00Dt0GzXt._500t0FLriR:ref

William Schaaf

From: William Schaaf
Sent: Monday, February 25, 2019 8:05 AM
To: Darita Patterson
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254414 [ref:_00Dt0GzXt_500t0FLriR:ref]
Attachments: [REDACTED]-Web Enrollment Confirmation.pdf; Gonzales-Confirmation Pack.pdf

Hello Darita and the PUCO,

Regarding Case # 00254414, [REDACTED]

[REDACTED] enrolled his gas account in Indra's variable rate plan on 10/10/18, upon completion of a web enrollment. We've attached a copy of the web enrollment confirmation, as well as the confirmation package sent to the customer detailing the terms of service. Indra began servicing the customer's account on 11/13/18.

On 2/19/19, we received an inbound drop transaction for the customer's account, and his utility established a service end date of 3/18/19. No termination fees were issued for cancellation.

On 2/21/19, [REDACTED] contacted our Customer Service line regarding his bill. In the interest of satisfying the customer's concerns, we are providing a full rerate for the life of the customer's account. This results in an adjustment of \$202.57 for the billing cycles of 11/13/18 – 2/15/19, which will be sent to the customer's utility in order to be applied to his account. The customer's upcoming final bill is also flagged to be adjusted accordingly. This will ultimately provide the customer with the financial effect of having never received Indra's supply.

Please let us know if we can be of any further assistance.

Thank you.

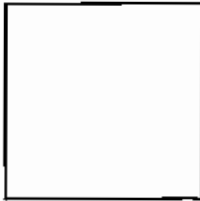
William Schaaf – Lead Compliance Investigator



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

www.IndraEnergy.com

From: Darita Patterson [mailto:contactthepuco@puc.state.oh.us]
Sent: Wednesday, February 20, 2019 5:07 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254414 [ref:_00Dt0GzXt_500t0FLriR:ref]



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

CASE ID: 00254414

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], North Ridgeville, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], North Ridgeville, Ohio
[REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER:

NIQ:

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

DESCRIPTION OF ISSUE:

Customer's fixed rate of .37 immediately jumped to \$1.74/ccf when his rate went variable. Please explain the rate increasing by nearly 500%!
Please respond with resolution and drop date.

Sincerely,

Darita Patterson

Public Utilities Commission of Ohio

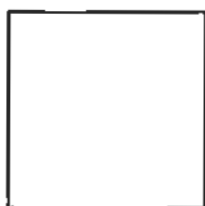
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FLriR:ref

Orpheus Craigue

From: Alfred Thompson <contactthepuco@puc.state.oh.us>
Sent: Wednesday, March 6, 2019 10:07 AM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref:_00Dt0GzXt_500t0FN6rR:ref]



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

CASE ID: 00256929

COMPANY: [REDACTED]

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,

Customer has had Indra for about a year but noticed a current rate being charged of \$7.98 per MCF. [REDACTED] claims not to have received a notice advising of contract end. His typical bills are around \$70, but the last three bills have been over \$200. He would like to cancel service, but was placed on hold for over an hour.

Please review and advise:

1. Is there a record of customer calling in to cancel service? Any customer contacts?
2. Is it typical for customers to have to hold the phone for an hour when they call in to Indra? Why?
3. What are the terms and conditions of the plan that customer was enrolled in?
4. How and when was customer notified of the rate possibly changing due to plan ending?
5. Can you cancel customer's account with Indra immediately and without penalty?

Any additional information would be appreciated. Thank you.

Sincerely,

Alfred Thompson

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._500t0FN6rR:ref

William Schaaf

From: William Schaaf
Sent: Tuesday, March 12, 2019 1:51 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref_00Dt0GzXt_500t0FN6rR:ref]
Attachments: [REDACTED]-TPV.MP3; [REDACTED]-Agreement.pdf; [REDACTED]-Confirmation Pack-Gas.pdf; [REDACTED]-Confirmation Pack-Electric.pdf; Indra Postcard.pdf

Good afternoon,

Regarding Case # 00256929, [REDACTED]:

[REDACTED] enrolled his gas and electric accounts in Palmco's service on 5/8/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 5/30/18 and 6/12/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month.

Electric Plan: 13-Month Two-Phase Fixed Plan, including 5.4 cents for the initial month, followed by 7.4 cents for the remaining 12 months.

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 him of this brand name change.

The customer's gas account was not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letter was required to be provided to the customer.

Our Customer Service department is available by email, at customer care@indraenergy.com, and by phone at 1-877-504-6372; our Customer Service line is open from 8:00am to 7:00pm (EST) Monday thru Friday. We have had increased hold times over the past few weeks due to increased call volume. We apologize if the customer experienced any difficulties reaching our Customer Service line. We do have a record of inbound call attempts from this customer's phone number on 3/5/19, but our records do not indicate that the customer spoke with anyone from our staff.

Upon receiving this complaint, we dropped the customer's gas account without penalty, and a service end date will be determined by the customer's gas utility, DEO. We had attempted to follow up with the customer, but were unable to reach him.

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 intending 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 \$354.30 for the billing cycle of 1/30/19 – 2/28/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/30/2019	2/28/2019	247	\$428.89	\$0.3020	\$74.59	\$354.30

The customer's electric account is set to continue receiving our supply according to the fixed rate terms the customer agreed to at the time of enrollment. If the customer had wanted to make any changes to his electric account, please let us know.

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 12, 2019 9:08 AM

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

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref:_00Dt0GzXt._500t0FN6rR:ref]

Hello,

Please provide a copy of all enrollment documents that accompany this enrollment as well. Please provide a copy of the TPV, if applicable, within 3 business days.

Thank you.

Drake Riley
614-995-7156

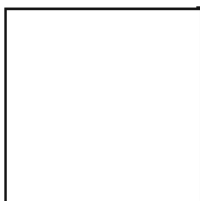
----- Original Message -----

From: Alfred Thompson [contactthepuco@puc.state.oh.us]

Sent: 3/6/2019 10:07 AM

To: compliance@indraenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref:_00Dt0GzXt._500t0FN6rR:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256929

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Cleveland, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Cleveland, Ohio [REDACTED]

AIQ: Palmco Energy OH LLC

SERVICE ACCOUNT NUMBER: [REDACTED]

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:

Good morning,

Customer has had Indra for about a year but noticed a current rate being charged of \$7.98 per MCF. [REDACTED] claims not to have received a notice advising of contract end. His typical bills are around \$70, but the last three bills have been over \$200. He would like to cancel service, but was placed on hold for over an hour.

Please review and advise:

1. Is there a record of customer calling in to cancel service? Any customer contacts?
2. Is it typical for customers to have to hold the phone for an hour when they call in to Indra? Why?
3. What are the terms and conditions of the plan that customer was enrolled in?
4. How and when was customer notified of the rate possibly changing due to plan ending?
5. Can you cancel customer's account with Indra immediately and without penalty?

Any additional information would be appreciated. Thank you.

Sincerely,

Alfred Thompson

Public Utilities Commission of Ohio

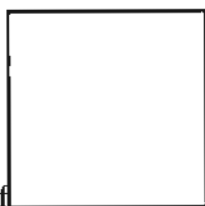
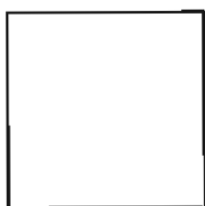
Service Monitoring and Enforcement Department

Customer Service Investigator

(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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ref:_00Dt0GzXt._500t0FN6rR:ref

Sariah Brinker

From: William Schaaf
Sent: Friday, April 12, 2019 3:01 PM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref:_00Dt0GzXt._500t0FN6rR:ref]

Hello Alfred,

I've included a chart below detailing the final bill rerate, which amounts to an adjustment of \$263.31. This adjustment is also 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:	Amt Due Customer
2/28/2019	3/29/2019	223	\$309.03	\$0.2925	\$263.31

William Schaaf – Asst. Compliance Officer



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

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, April 9, 2019 4:18 PM
To: William Schaaf <wschaaf@indraenergy.com>
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref:_00Dt0GzXt._500t0FN6rR:ref]

Good Afternoon William,

██████████ called today after receiving another gas bill with Indra as the supplier.

Are you able to provide an update for the total refund that customer should be receiving?

Thank you,

Alfred

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

From: William Schaaf [wschaaf@indraenergy.com]

Sent: 3/12/2019 1:50 PM

To: contactthepuco@puco.ohio.gov

Cc: compliance@indraenergy.com

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref:_00Dt0GzXt._500t0FN6rR:ref]

Good afternoon,

Regarding Case # 00256929, [REDACTED]:

[REDACTED] enrolled his gas and electric accounts in Palmco's service on 5/8/18, as the result of a door-to-door sale. We've attached the TPV recording and signed agreement for this enrollment, as well as the confirmation packages sent to the customer detailing the terms of service. Palmco began servicing the customer's gas and electric accounts on 5/30/18 and 6/12/18, respectively.

Gas Plan: Variable. This included a two-month introductory rate of \$2.30 per Mcf, after which the rate would vary month-to-month.

Electric Plan: 13-Month Two-Phase Fixed Plan, including 5.4 cents for the initial month, followed by 7.4 cents for the remaining 12 months.

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 him of this brand name change.

The customer's gas account was not enrolled in a fixed rate plan, but rather a variable product, and as a result no renewal letter was required to be provided to the customer.

Our Customer Service department is available by email, at customercare@indraenergy.com, and by phone at 1-877-504-6372; our Customer Service line is open from 8:00am to 7:00pm (EST) Monday thru Friday. We have had increased hold times over the past few weeks due to increased call volume. We apologize if the customer experienced any difficulties reaching our Customer Service line. We do have a record of inbound call attempts from this customer's phone number on 3/5/19, but our records do not indicate that the customer spoke with anyone from our staff.

Upon receiving this complaint, we dropped the customer's gas account without penalty, and a service end date will be determined by the customer's gas utility, DEO. We had attempted to follow up with the customer, but were unable to reach him.

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 intending 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 \$354.30 for the billing cycle of 1/30/19 – 2/28/19.

Begin Date	End Date	Billed Usage (ccf)	Supply Charge	ReRate To:	ReRate Total	Amt Due Customer
1/30/2019	2/28/2019	247	\$428.89	\$0.3020	\$74.59	\$354.30

The customer's electric account is set to continue receiving our supply according to the fixed rate terms the customer agreed to at the time of enrollment. If the customer had wanted to make any changes to his electric account, please let us know.

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 12, 2019 9:08 AM

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

Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref:_00Dt0GzXt._500t0FN6rR:ref]

Hello,

Please provide a copy of all enrollment documents that accompany this enrollment as well. Please provide a copy of the TPV, if applicable, within 3 business days.

Thank you.

Drake Riley
614-995-7156

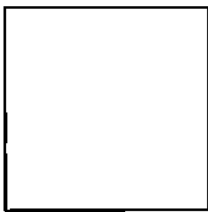
----- Original Message -----

From: Alfred Thompson [contactthepuco@puc.state.oh.us]

Sent: 3/6/2019 10:07 AM

To: compliance@indraenergy.com

Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00256929 [ref:_00Dt0GzXt._500t0FN6rR:ref]



Initial Submission of a Consumer Complaint

Marketer of Natural Gas

Please Respond Within 3 Business Days

CASE ID: 00256929

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]

***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,

Customer has had Indra for about a year but noticed a current rate being charged of \$7.98 per MCF. [REDACTED] claims not to have received a notice advising of contract end. His typical bills are around \$70, but the last three bills have been over \$200. He would like to cancel service, but was placed on hold for over an hour.

Please review and advise:

1. Is there a record of customer calling in to cancel service? Any customer contacts?
2. Is it typical for customers to have to hold the phone for an hour when they call in to Indra? Why?
3. What are the terms and conditions of the plan that customer was enrolled in?
4. How and when was customer notified of the rate possibly changing due to plan ending?
5. Can you cancel customer's account with Indra immediately and without penalty?

Any additional information would be appreciated. Thank you.

Sincerely,

Alfred Thompson

Public Utilities Commission of Ohio

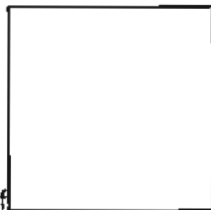
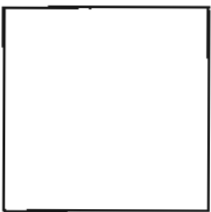
Service Monitoring and Enforcement Department

Customer Service Investigator

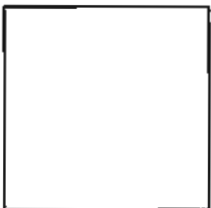
(800) 686-PUCO (7826)

www.PUCO.ohio.gov

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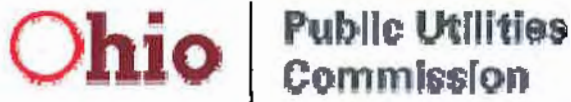


ref:_00Dt0GzXt._500t0FN6rR:ref



Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Thursday, February 21, 2019 3:29 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254222 [ref_00Dt0GzXt_500t0FLnhy:ref]



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

CASE ID: 00254222

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Marion, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED], Marion, Ohio [REDACTED]

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 caller agreed to Indra in August 2018, but it was not for the \$1.74 that she is being billed for gas. She has been living in her home for 12 yrs and her bills never exceeded \$100.00 and it is now \$158.58. She disputes the rate she is being billed.

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

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ref:_00Dt0GzXt._500t0FLnhv:ref

William Schaaf

From: William Schaaf
Sent: Wednesday, February 27, 2019 7:59 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254222 [ref:_00Dt0GzXt_500t0FLnhhy:ref]
Attachments: [REDACTED]-TPV.MP3; [REDACTED]-Agreement.pdf; [REDACTED]-Confirmation Pack-Gas.pdf; [REDACTED]-Confirmation Pack-Electric.pdf; PalmCo D2D Master Sales Script Jun 2018.pdf

Hello Kelly and the PUCO,

Regarding Case # 00254222, [REDACTED]:

[REDACTED] enrolled her gas and electric accounts in Palmco's service on 8/28/18, upon completion of the attached TPV recording and signed agreement. We've also attached the confirmation packages sent to the customer detailing the terms of service. At the time of enrollment, the customer agreed to enroll her gas account in a variable rate product, and her electric account in a two-phase fixed rate product. Palmco began servicing the customer's gas and electric accounts on 9/13/18 and 9/27/18, respectively.

In October 2018, Palmco began doing business as Indra Energy. The customer was sent a postcard explaining the brand name change, and Indra continued servicing the customer's accounts in line with the terms of her enrollment.

On 2/20/19, [REDACTED] contacted our Customer Service line and requested the cancellation of her accounts. As a result, outbound drop transactions were processed, and service end dates were determined by the customer's gas and electric utilities. The customer's gas and electric accounts are scheduled to stop receiving our supply on 3/18/19 and 3/26/19, respectively. No termination fees were issued for the customer's decision to opt out of our supply.

In the interest of satisfying the customer's concerns, we proceeded with rerating the customer's most recent gas bill to the rate of her gas utility. This resulted in an adjustment of \$94.25 for the billing cycle of 1/16/19 – 2/14/19, which was sent to the customer's utility in the form of a check. Our Customer Service staff spoke with [REDACTED] again on 2/22/19 and informed her of this adjustment. The customer's upcoming final gas bill is also flagged to be adjusted accordingly. This will ultimately provide the customer with the financial effect of expediting her return to her gas utility's standard service.

No fixed contract renewals would have been required to be provided to this customer. The gas account was enrolled in a variable product renewing automatically month-to-month, and the electric account was cancelled prior to end of the term of the original fixed contract.

Please let us know if we can be of any further assistance.

Thank you.

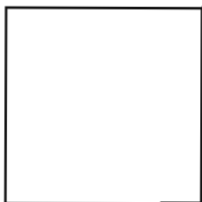
William Schaaf – Lead Compliance Investigator



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: Thursday, February 21, 2019 3:29 PM
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00254222 [ref:_00Dt0GzXt._500t0FLnhy:ref]



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

CASE ID: 00254222

COMPANY:

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Marion, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Marion, Ohio [REDACTED]

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 caller agreed to Indra in August 2018, but it was not for the \$1.74 that she is being billed for gas. She has been living in her home for 12 yrs and her bills never exceeded \$100.00 and it is now \$158.58. She disputes the rate she is being billed.

PUCO Question(s):

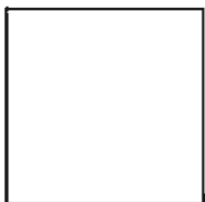
How and when was this customer signed up? Who agreed to the contract? How much was the term rate? Fixed or variable? If applicable, when was the reminder sent to address regarding the contract end date? Please provide a copy

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_500t0FLnhy:ref

Orpheus Craigue

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 26, 2019 2:53 PM
To: Indra Energy Compliance
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255227 [ref_00Dt0GzXt_500t0FMKzj:ref]



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

CASE ID: 00255227

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED] Centerville, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Centerville, Ohio [REDACTED]

AIQ: Vectren Energy Delivery of Ohio Inc.

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] contacted the PUCO stating she had enrolled with Indra in Nov 2018, starting January 2019 @ .350 fixed rate for 24 months. she got her first bill with them showing dates 1/4 - 1/21, but no longer shows Indra on bill.

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._500t0FMKzj:ref

Orpheus Craigue

From: Orpheus Craigue
Sent: Friday, March 1, 2019 9:06 AM
To: PUCO Consumer Call Center
Cc: Indra Energy Compliance
Subject: RE: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255227 [ref:_00Dt0GzXt._500t0FMKzj:ref]
Attachments: [REDACTED] - TPV.mp3; [REDACTED] - Sales Audio.wav; [REDACTED] - Confirmation Pack.pdf
Categories: PUCO Complaint

Hello Maureen,

Regarding PUCO Case ID 00255227; [REDACTED]:

This customer enrolled her electric account in Indra's service on 1/21/2019. Please see the attached TPV, sales audio, and confirmation packet. This is a variable rate plan, with a two-month introductory rate of 5.3 cents per kwh, after which rates would vary from month-to-month.

We have no record of any prior enrollments with this customer, nor have we had any contact with the customer since her enrollment.

Our records indicate the customer began receiving our supply 2/13/2019, but thus far the customer has not received any bills by Indra. Currently, the customer is still set to continue receiving our supply.

If we can be of any further assistance here, please let us know. Thank you.

Orpheus Craigue – Asst. Compliance Officer



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

www.IndraEnergy.com

From: PUCO Consumer Call Center <contactthepuco@puc.state.oh.us>
Sent: Tuesday, February 26, 2019 14:53
To: Indra Energy Compliance <Compliance@indraenergy.com>
Subject: PUBLIC UTILITIES COMMISSION OF OHIO - CASE #: 00255227 [ref:_00Dt0GzXt._500t0FMKzj:ref]



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

CASE ID: 00255227

CUSTOMER: [REDACTED]

ADDRESS: [REDACTED], Centerville, Ohio [REDACTED]

SERVICE ADDRESS: [REDACTED] Centerville, Ohio [REDACTED]

AIQ: Vectren Energy Delivery of Ohio Inc

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] contacted the PUCO stating she had enrolled with Indra in Nov 2018, starting January 2019 @ .350 fixed rate for 24 months. she got her first bill with them showing dates 1/4 - 1/21, but no longer shows Indra on bill.

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._500t0FMKzj:ref



PALMcoEnergy
8751 18th Avenue
Brooklyn, NY 11214

W: PalmcoEnergy.com
E: CustomerService@PalmcoEnergy.com
Toll free: 1 (877) 726 5862

9/24/2018



Lake Milton, OH



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:



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

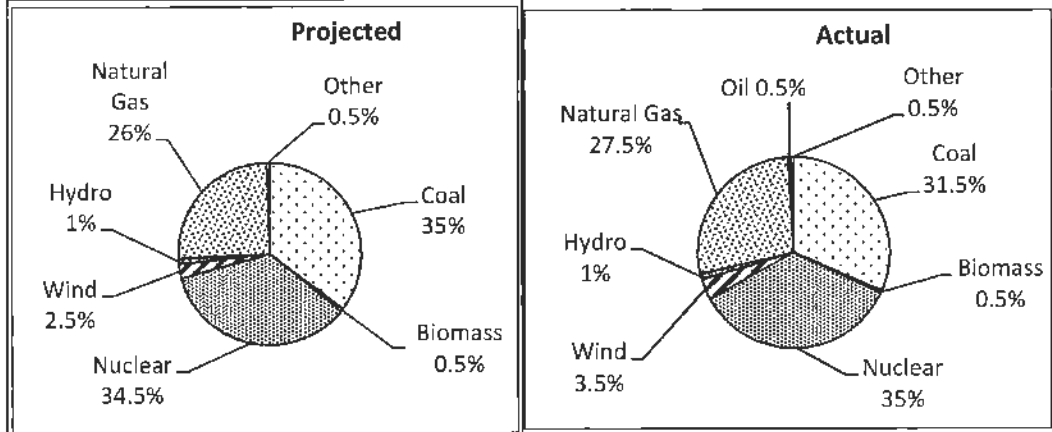
Environmental Disclosure Information – Quarterly Comparisons

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.



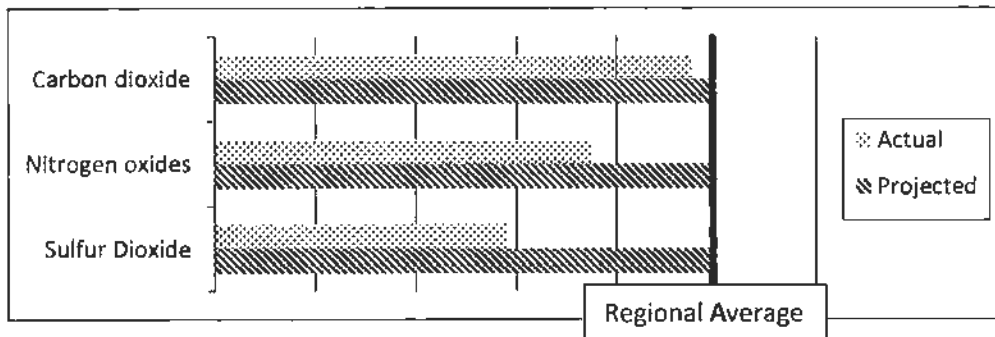
Environmental Characteristics–

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

9/24/2018

[REDACTED]
Lake Milton, 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 \$2.60000/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

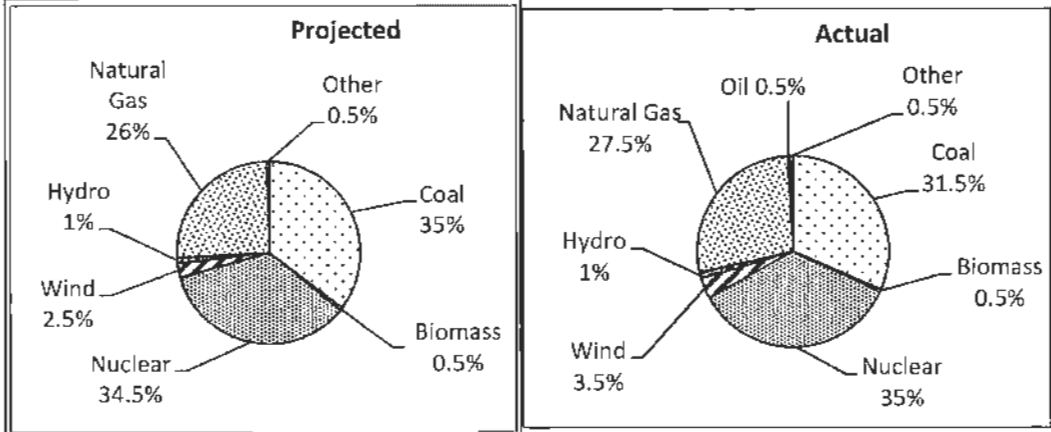
Environmental Disclosure Information – Quarterly Comparisons

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.



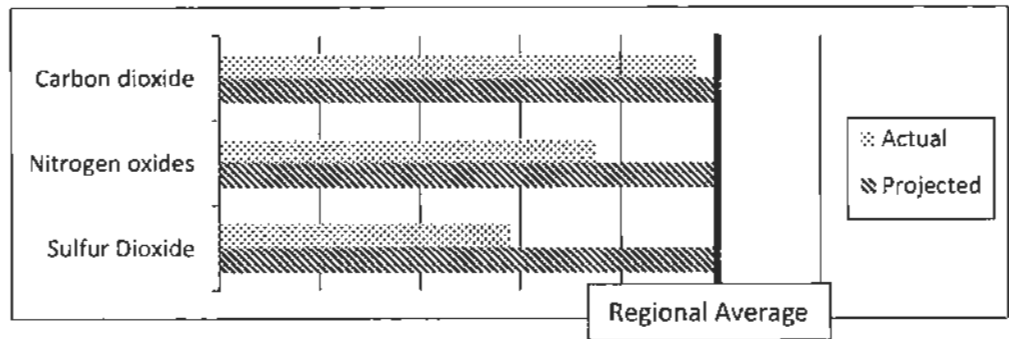
Environmental Characteristics–

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.



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.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

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

Summary: Exhibit Ex. 7 Part 24 Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Etter, Terry L.