

EXECUTIVE
2015 SEP 22 PM 3:08

New York State Department of Public Service

Energy Service Company (ESCO) RETAIL ACCESS APPLICATION FORM

For all questions regarding this application, please contact Christine Bosy at
(518) 486-2432 or by email at christine.bosy@dps.ny.gov

Use additional sheets as necessary

1. Business Information

Business Name: Eligo Energy NY, LLC
Address: 201 West Lake Street, Suite 151
City: Chicago State: Illinois ZIP: 60606
Telephone: 888-744-8125 Fax: 312-489-8462

If you intend to market your services under other name(s) (e.g., d/b/a, alias) please list here:

Eligo Energy

Do you currently have any energy affiliates (including subsidiaries) located or operating within
New York State? YES NO

If yes, please provide the contact information for any entity with an ownership interest of 10 percent or
more in the company (ies) listed above?

Business Name: Eligo Energy, LLC (Parent Company of Eligo Energy NY, LLC)
Contact Person: Alexander Goldstein
Address: 201 West Lake Street, Suite 151
City: Chicago State: Illinois
ZIP: 60606 Telephone: 312-267-1921
Fax: 312-489-8462
Email: regulatory@eligoenergy.com

During the previous 36 months, have any criminal or regulatory sanctions been imposed for any senior
officer of the ESCO applicant, its subsidiaries or its energy affiliates listed above?

YES NO

If yes, please provide the following information:

- Name:
- Title:
- Name:
- Title:
- Name:
- Title:

2. Contact Information

Executive Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Executive Contact: Name:

Title: Alexander Goldstein

Address: 201 West Lake Street Suite 151

City: Chicago State: Illinois

ZIP: 60606 Telephone: 312-489-8462

Fax: 312-267-1921

Email: regulatory@eligoenergy.com

Regulatory Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Regulatory Contact: Name:

Title: Alexander Rozenblat

Address: 201 West Lake Street Suite 151

City: Chicago State: Illinois

ZIP: 60606 Telephone: (888) 744-8125

Fax: 312-600-3763

Email: regulatory@eligoenergy.com

Marketing Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Marketing Contact: Name:

Title: Alexander Rozenblat

Address: 201 West Lake Street Suite 151

City: Chicago State: Illinois ZIP:60606

Telephone: (888) 744-8125

Fax: 312-600-3763

Email: regulatory@eligoenergy.com

Public Information for PSC Website (INFORMATION REQUIRED)

Marketing web page: www.EligoEnergy.com

Customer Service Email: customerservice@eligoenergy.com

Toll Free Number: (888) 744-8125

Vendor Contact (IF APPLICABLE)

Please provide the following contact information for vendors you intend to use (e.g., EDI):

Vendor Name: EC Infosystems

Address: 50 Charles Lindbergh Blvd

City: Uniondale State: NY ZIP: 11553

Contact Name: Ananda Goswami

Telephone: 516-874-8011 Fax: 516-739-4724

Email: agoswami@ecinfosystems.com

3. Eligibility Filing Requirements

Incomplete Applications, including eligibility filing requirements, will not be processed

The following must be provided with your completed application:

- Copy, and proof of acceptance, of your registration with the NYS Department of State
- Comprehensive copy of your standard Sales Agreement(s), including presentation of Customer Disclosure Statement
- Marketing Representative ID Badge • Marketing Standards Quality Assurance Plan • Sample forms of notices to be sent upon:
 - Assignment of sales agreements
 - Discontinuance of service
 - Transfer of 5000 or more customers to other providers
- Sample(s) of your billing format(s)
- Procedures you will use to obtain customer's authorization for historic usage and credit information
- Copies of informational and promotional materials used for mass marketing purposes
- HEFPA documents, if providing energy supply to residential customers
 - Residential Payment Agreement
 - Asset Evaluation
 - Budget Billing Plan
 - Quarterly Billing
 - Past Due Reminder
 - Notification to Social Services of Customer Inability to Pay
 - Final Termination Notice
 - Final Suspension Notice
- Internal procedures for the prevention of slamming or cramming
- Copies of modified Residential and Non-Residential Sales Agreements if you intend to participate in an ESCO Referral Program under the ESCO Contract Option
- Attestation that you will comply with the requirements of New York State's Environmental Disclosure Program, if you intend to serve electric customers
- NYS DPS Office of Consumer Services Service Provider Form

If any information required with this application package is not enclosed, please attach a detailed explanation, and when it will be provided.

4. Identify the Types and Locations of Markets

Place an "x" in the applicable cells of the table below to 1) designate the individual Utility retail access programs in which you participate, or intend to participate, and the customer market(s) in each program you serve, or intend to serve 2) indicate the commodities you offer, or intend to offer, in each service territory, and 3) indicate the billing options you offer, or intend to offer, in each territory.

The designation "N/A" indicates that either a commodity or billing option is not available in a specific service territory. Note that dual billing capability is required for all ESCOs and utilities.

Utility	Customer Markets		Commodity		Billing Options		
	Residential	Nonresidential	Natural Gas	Electricity	Utility Rate Ready Consolidated	Utility Bill Ready Consolidated	Single Retailer
Central Hudson	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	N/A
Con Edison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	N/A
Coning NG				N/A	N/A	N/A	N/A
LIPA			N/A		N/A	N/A	N/A
Natl. Grid (Downstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	N/A	<input checked="" type="checkbox"/>	N/A
Natl. Grid (Upstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	N/A
NFG				N/A		N/A	
NYSEG	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	N/A
O&R	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	N/A	N/A
RG&E	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			N/A	<input checked="" type="checkbox"/>	N/A
St. Lawrence				N/A	N/A	N/A	N/A

5. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this application, the answers and materials contained in this application package are true and the application package submitted is complete and accurate. An ESCO that knowingly makes false statements in this application package is subject to denial or revocation of eligibility.

Signature

Alexander Rozenblat

Title General Counsel

Print Name

Alexander Rozenblat

Date 9/15/2015



EligoEnergy

Exhibit-2

Proof of Registration

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 11, 2015.

Selected Entity Name: ELIGO ENERGY NY, LLC

Selected Entity Status Information

Current Entity Name: ELIGO ENERGY NY, LLC

DOS ID #: 4287978

Initial DOS Filing Date: AUGUST 24, 2012

County: ALBANY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

INCORP SERVICES, INC.
ONE COMMERCE PLAZA
99 WASHINGTON AVE., STE 805-A
ALBANY, NEW YORK, 12210-2822

Registered Agent

INCORP SERVICES, INC.
ONE COMMERCE PLAZA
99 WASHINGTON AVE. SUITE 805-A
ALBANY, NEW YORK, 12210-2822



EligoEnergy

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 24, 2012	Actual	ELIGO ENERGY NY, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.



EligoEnergy

Exhibit-3

Sample Agreements

201 W. Lake St. Ste 151
Chicago, IL 60606

January 01, 2015

Dear John Mc Test,

Welcome to Eligo Energy, authorized supplier of Orange and Rockland. We're excited about your activation!

In the next few days, you will be receiving a notice from Orange and Rockland of change of your supplier to Eligo Energy, LLC. You will still remain a customer of Orange and Rockland, and they will continue to handle your billing, as well as any and all service issues. There will be no lapse in your electricity service.

Enclosed for your records are:

- a copy of the Terms of Service with Eligo Energy
- your Environmental Disclosure Information

For your convenience we have summarized the key details of your account below:

Activation Date	01-01-2013
Term	three months
Price per KWH	\$0.0880
Service Address	640 N LaSalle St Chicago, IL 60626
Eligo Energy Account Number	123456
Orange and Rockland Account Number	000000000

You may be eligible for more savings via our all-inclusive product. Call to find out if you qualify at 1-888-744-8125

If your account is tax exempt, fax or email a copy of your Exempt Certificate to 1-312-380-0186 or customerservice@eligoenergy.com. Please be sure to include your utility account number.

If you have any questions regarding your energy bill or are dissatisfied with Eligo Energy in any way, please call customer service at 1-888-744-8125, Monday through Friday, 9AM-6PM ET.

As your local utility, Orange and Rockland will continue to read your meter, handle any power outages or emergency services, and continue to send you your bill.

Thank you for your business!

Sincerely,
Eligo Energy

Eligo Energy NY, LLC Terms of Service

New York - Residential Customer

This agreement ("Agreement") authorizes Eligo Energy NY, LLC ("Supplier"), located at 201 West Lake Street, Suite 151, Chicago, IL 60606, to change my ("Customer") electric supplier in the territory of National Grid USA Service Company, Inc. ("NIMO" or "Utility").

Price	First twelve months at a fixed generation rate of \$0.XXXX /kWh. Thereafter, monthly variable kWh rate that may be periodically adjusted for market conditions.
Variable price is determined	Other than fixed rates, all rates shall be calculated on a monthly basis in response to market pricing, transportation costs, and other market price factors. Applicable taxes will also be factored into the variable price.
Length of the agreement	First twelve months at a fixed rate followed by month-to-month.
Process customer may use to rescind this Agreement	Customer may rescind by calling toll free number within 3 business days of receipt of this Agreement or by sending 30 days written notice prior to the expiration of the contract.
Amount of Early Termination Fee	No Termination Fee
Amount of Late Payment Fees	Utility will remain responsible for collecting late payments. The utility will charge 1.5% per month of the unpaid balance as a Late Payment Fee. This fee is in addition to the unpaid balance.

Provisions for renewal of the agreement

For Variable Rate service, upon completion of the initial one-month term this Agreement will renew automatically and continue in full force and effect on a month-to-month basis thereafter unless either party elects not to renew by giving the other party at least 30 days' advance notice before the end of any one-month term. For Fixed Rate service, upon completion of the initial or any renewal term, this Agreement will renew automatically without consent of the customer, as the customer will receive a renewal notice 30-60 days prior to the renewal date for residential. The Agreement will continue on a month to month basis at the NYMEX Plus or LBMP Plus price with a Price Adder that varies from month to month, unless the parties agree to a new Fixed Rate service term. When customer receives notice of their contract renewal 30-60 days prior to renewal date, the customer has the opportunity to reject the renewal terms by contacting Eligo by telephone at (877) 744-8125, email customerservice@eligoenergy.com, or mail at Eligo Energy, LLC, 201 West Lake Street Suite 151 Chicago, IL 60606

When a fixed-price agreement is renewed as a fixed price agreement, the residential customer will receive an additional notice informing them of the new rate and of his or her opportunity to object to the renewal. This additional notice must be sent within 10 days prior to the date of the issuance of the first billing statement under the renewed contract.

The residential customer can rescind their consent to the renewed fixed rate agreement without any termination fees within three days for receiving the first billing statement under the terms of the contract

Conditions under which savings to the customer are guaranteed There are no guaranteed savings.

Service: Customer will begin receiving electricity at the time of the first scheduled meter reading by the Utility after the date on which Customer is eligible to switch suppliers. Supply of energy to Customer shall continue pursuant to this Agreement. By executing or approving this Agreement, under the terms of New York's Utility Energy Service Company (ESCO) Referral Program, Customer agrees to initiate service and begin enrollment.

Price: Customer will receive electricity from Supplier at a fixed generation rate of \$0.XXX /kWh for twelve months after enrollment at the next applicable billing period. Following the initial period of twelve months, the generation rate will continue as a monthly variable rate that may be periodically adjusted to market conditions. Customer may compare price terms by looking at the rates posted on Supplier's website (<http://www.eligoenergy.com>) and on Customer's monthly bill. In addition, Customer shall pay and be responsible for all other amounts, such as service and delivery charges, from the Utility, including any applicable taxes. Customer also understands that the Utility may charge a switching fee when enrolling with Supplier. Customer is responsible for cancelling any existing supplier agreement.

Right of Rescission: Customer may rescind the Agreement, by contacting the Supplier before the Supplier submits the enrollment request to the electric utility. Furthermore, Customer may rescind the Agreement and the pending enrollment, within 3 business days following receipt of this Agreement, by contacting the Supplier. Residential customers may rescind the Agreement and the pending enrollment by contacting either the Supplier or the Utility.

Term: For Variable Rate gas and electric service, this Agreement will be in full force and effect for an initial period of one month commencing on a date determined by your utility. Thereafter, this Agreement will continue in full force and effect on a month-to-month basis unless either party elects not to renew this Agreement by giving the other party at least 30 days' advance notice before the end of any one-month term. For Fixed Rate gas and electric service, upon completion of the initial or any renewal term, this Agreement will renew automatically without consent of the customer, as the customer will receive a renewal notice 30-60 days prior to the renewal date for residential. The Agreement will continue on a month to month basis at the NYMEX Plus or LBMP Plus price with a Price Adder that varies from month to month, unless the parties agree to a new Fixed Rate service term. When customer receives notice of their contract renewal 30-60 days prior to renewal date, the customer has the opportunity to reject the renewal terms by contacting Eligo by telephone at (877) 744-8125, email customerservice@eligoenergy.com, or mail at Eligo Energy, LLC, 201 West Lake Street Suite 151 Chicago, IL 60606.

When a fixed-price agreement is renewed as a fixed price agreement, the residential customer will receive an additional notice informing them of the new rate and of his or her opportunity to object to the renewal. This additional notice must be sent within 10 days prior to the date of the issuance of the first billing statement under the renewed contract.

The residential customer can rescind their consent to the renewed fixed rate agreement without any termination fees within three days for receiving the first billing statement under the terms of the contract.

Cancellation: Customer may cancel this Agreement, for any reason, at any time, during the first twelve months of service. The cancellation becomes effective when Customer's new supplier or the Utility completes the change. Cancellation will not relieve Customer of any payment obligations for electricity provided to Customer by Supplier before cancellation. Customer may make such a cancellation by contacting Supplier or the Utility (orally, electronically or in writing). Customer may not be served under the same rates, terms, and conditions that apply to others when switching back to the Utility. Supplier may revert Customer to Utility for non-payment at the time of the next meter reading with at least 15 days written notice and an opportunity to cure. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill, which will be reconciled subsequent to the final meter reading.

Billing: Supplier will serve only the supply portion of Customer's electricity bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. Customer will continue to receive one monthly electric bill processed and provided by the Utility in accordance with its billing practices. At the present time, Supplier is able to offer budget billing for the generation portion of the bill to Customers who qualify under New York's Home Energy Fair Practices Act (HEFPA). In the event of Customer bankruptcy, late payment, or nonpayment, Supplier has the right to cancel this Agreement.

Collection of Past Due Charges: Utility will remain responsible for collecting late payments. The utility will charge 1.50% of the unpaid balance as a Late Payment Fee. This fee is in addition to the unpaid balance.

Environmental Disclosure Information: Supplier will provide to the Customer, with the Agreement, information (accompanying the Agreement) regarding the approximate generation resource mix and environmental characteristics of the power supplies.

Confidentiality: Supplier will not disclose Customer's social security number and/or account number(s) without the Customer's consent except for the Supplier's own collections and credit reporting efforts, participation in programs funded by the Universal Service Fund, or assigning Customer's Agreement to another supplier.

Contact Information: In the event of an emergency such as a power failure, downed power line, or other life-threatening emergency, Customer should contact the Utility at 1-800-892-2345 (toll free) or Emergency Services at 911. For other service matters Customer can call Utility at 1-800-892-2345 (toll-free). For all other inquiries, the Customer may contact Supplier at 1-888-744-8125, 24 hours a day and 7 days a week. Customer shall contact Supplier with any change in Customer's email address and/or withdrawal of consent for electronic retention of Customer information. If Customer's complaint is not resolved after they have called Supplier and/or Utility, or for general Utility information, Customer may contact the New York State Department of Public Service for assistance at 1-888-697-7728 from 6 a.m. ET to 5 p.m. ET weekdays or at <http://www.dps.ny.gov/>.

Dispute Resolution: In the event of a billing dispute or a disagreement involving Supplier's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Supplier by telephone or in writing as provided above. The dispute or complaint relating to Customer may be submitted by either party at any time to the New York State Department of Public Service ("NYDPS") pursuant to its Complaint Handling Procedures ("Procedures") by calling the NYDPS at 1-888-697-7728 or by writing to the ("NYDPS") at: New York State Department of Public Service, Empire State Plaza Agency Building 3, Albany, NY 12223-1350, or through its website at: <http://www.dps.ny.gov/>. During the pendency of any dispute, Customer must pay the bill in full minus the specific disputed amount. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms herein shall lie exclusively in the New York. This Agreement shall be construed under and shall be governed by the laws of the New York without regard to application of its conflicts of laws and principles.

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

Changes to Agreement: This is an Agreement for residential service. In the event that Customer's account under this Agreement is not a residential account and for other reasons provided herein, Supplier may modify this Agreement at any time from residential to commercial terms. Supplier may modify this Agreement, or change these terms in connection with any renewal of this Agreement, or if there are adverse changes in the laws, rules or market conditions affecting Supplier's ability to perform hereunder, by providing thirty (30) to sixty (60) days prior written notice.

Assignment: Customer may not assign this Agreement without Supplier's written consent. Customer hereby acknowledges and consents to Supplier's pledge and contingent assignment or subrogation of any and all rights and obligations hereunder. This Agreement is binding upon Customer and Supplier, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address on file with the Supplier. There are no third-party beneficiaries to this Agreement.

Limitations of Liability: Neither the Customer nor the Supplier shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of Utility to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence.

Authorization: Customer authorizes Supplier to obtain and review information regarding the customer's credit history from credit reporting agencies, and the following information from the Utility: consumption history, billing determinants, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL 32 (3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information

may be used by Supplier to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Supplier. This authorization will remain in effect during the term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Supplier or calling Supplier at 1-888-744-8125. Supplier reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer

ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - cancellation process and any early termination fees, which are limited by law; and
 - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: www.AskPSC.com

January 01, 2013

Eligo Energy Rebate Form

Offer Code **ELI-10000**

Thank you for choosing Eligo Energy as your energy supplier. As discussed with your energy consultant, Eligo Energy will rebate any cancellation fees incurred by switching from another supplier up to \$75.

To receive your rebate check, *complete the information below and submit with a copy of your first month's bill showing Eligo Energy, LLC listed as your supplier along with your cancellation notice from your previous supplier.*

Be sure to circle your cancellation fee amount and "Eligo Energy" on your first month's utility bill. See below for additional details.

To check the status of your rebate or for questions, contact 800-286-9146.

Customer Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

I want a... Check Rebate Card

Signature: _____

Send this form and required details to:

Eligo Energy Rebate
Offer Code: ELI-10000
P.O. Box 130018
El Paso, TX 88513-0018

This rebate offer is available to qualifying Eligo Energy customers who have switched from an alternative supplier and received a cancellation fee. If any terms and conditions are not met the rebate will be denied. Only a fully completed rebate form, copy of the utility bill with Eligo Energy as the customer's supplier, and the cancellation notice from previous supplier including dollar amount of cancellation fee and supplier name will be accepted. Limit One (1) rebate per qualifying rebate offer, per person, billing address, company, household and utility account number, except where prohibited by law. Only one (1) rebate application per envelope. Rebates may be issued as a standard check or Reward Card. If no selection for rebate method is made on this form a Reward card will be chosen as the default. Reward Cards may be used at merchants in the United States, Puerto Rico and U.S. Virgin Islands that accept American Express® Cards. The Reward Card is given to you as a reward, refund, rebate or gift and no consideration, value, or money has been paid by you in exchange for the Reward Card. The Reward Card cannot be used at cruise lines, for recurring billing charges, at casinos or ATMs. The Reward Card is subject to applicable law; a \$2.00 monthly service charge applies but is waived for the initial four (4) months after receipt by cardholder. See cardholder agreement for complete terms and conditions. If you prefer a check, simply call the toll-free number on the back of the Reward Card upon receipt and follow the telephone prompts. If your scheduled rebate is less than \$5.00, you will, by default, be paid by check. In the event your rebate check is not cashed within ninety (90) days of the check's issue date, the rebate offer expires and is void. Timely cashing of the rebate check is a necessary condition to obtain a rebate under this offer. Checks are void if not cashed within ninety (90) days of issuance and cannot be reissued. Neither the sponsor of the rebate (Eligo Energy, LLC) nor the entity providing the rebate reward is responsible for late, lost, misdirected or postage-due mail. Incomplete or illegible applications will be denied. Offer only valid in the US (including Puerto Rico). Rebate payable in US Dollars (USD) for US Residents. Offer subject to change at any time. Void where prohibited by law. Use fictitious names, multiple addresses and PO Boxes to obtain additional rebates may constitute fraud, violate federal or state laws and may result in prosecution, imprisonment and/or fines, including under the U.S. Mail Fraud Statutes (18 USC, Section 1341 and 1342). Rebate application status updates, approval, denial, and other notices may be sent via e-mail. You may check the status of your rebate by visiting the link provided in this documentation or visiting <http://eligo.Amyrebate.com>. Please allow 3 weeks after mailing to make any inquiries regarding your rebate. Fulfillment of this rebate is subject to final approval by the Reward Vendor. Reward Vendor is not liable for non-fulfillment of offers by the Rebate Sponsor. ® Used by American Express Travel Related Services Company, Inc. under license from American Express.

January 01, 2013

Eligo Energy Rebate Form

Offer Code ELI-10001

Thank you for choosing Eligo Energy as your energy supplier. As discussed with your energy consultant, Eligo Energy will offer rebates for customers with eligible contracts.

To receive your rebate, just *complete the information below and submit with a copy of your utility bill with Eligo Energy circled as your supplier.* See below for additional details.

To check the status of your rebate or for questions, contact 800-286-9146.

Customer Name: _____

Utility Account Number: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

I want a... Check Rebate Card

Signature: _____

Send this form and required details to:

Eligo Energy Rebate
Offer Code: ELI-10001
P.O. Box 130018
El Paso, TX 88513-0018

This rebate offer is available to qualifying Eligo Energy customers. If any terms and conditions are not met the rebate will be denied. Only a fully completed rebate form and copy of the utility bill with Eligo Energy circled as the customer's supplier will be accepted. Limit One (1) rebate per qualifying rebate offer, per person, billing address, company, household and utility account number, except where prohibited by law. Only one (1) rebate application per envelope. Rebates may be issued as a standard check or Reward Card. If no selection for rebate method is made on this form, a Reward card will be chosen as the default. Reward Cards may be used at merchants in the United States, Puerto Rico and U.S. Virgin Islands that accept American Express® Cards. The Reward Card is given to you as a reward, refund, rebate or gift and no consideration, value, or money has been paid by you in exchange for the Reward Card. The Reward Card cannot be used at cruise lines, for recurring billing charges, at casinos or ATMs. The Reward Card is subject to applicable law; a \$2.00 monthly service charge applies but is waived for the initial four (4) months after receipt by cardholder. See cardholder agreement for complete terms and conditions. If you prefer a check, simply call the toll-free number on the back of the Reward Card upon receipt and follow the telephone prompts. If your scheduled rebate is less than \$5.00, you will, by default, be paid by check. In the event your rebate check is not cashed within ninety (90) days of the check's issue date, the rebate offer expires and is void. Timely cashing of the rebate check is a necessary condition to obtain a rebate under this offer. Checks are void if not cashed within ninety (90) days of issuance and cannot be reissued. Neither the sponsor of the rebate (Eligo Energy, LLC) nor the entity providing the rebate reward is responsible for late, lost, misdirected or postage-due mail. Incomplete or illegible applications will be denied. Offer only valid in the US (including Puerto Rico). Rebate payable in US Dollars (USD) for US Residents. Offer subject to change at any time. Void where prohibited by law. Use of fictitious names, multiple addresses and PO Boxes to obtain additional rebates may constitute fraud, violate federal or state laws and may result in prosecution, imprisonment and/or fines, including under the U.S. Mail Fraud Statutes (18 USC, Section 1341 and 1342). Rebate application status updates, approval, denial, and other notices may be sent via e-mail. You may check the status of your rebate by visiting the link provided in this documentation or visiting <http://eligo.4myrebate.com>. Please allow 3 weeks after mailing to make any inquiries regarding your rebate. Fulfillment of this rebate is subject to final approval by the Reward Vendor. Reward Vendor is not liable for non-fulfillment of offers by the Rebate Sponsor. ® Used by American Express Travel Related Services Company, Inc. under license from American Express.

Eligo Energy NY, LLC Terms of Service

New York - Residential Customer

This agreement ("Agreement") authorizes Eligo Energy NY, LLC ("Supplier"), located at 201 West Lake Street, Suite 151, Chicago, IL 60606, to change my ("Customer") electric supplier in the territory of National Grid USA Service Company, Inc. ("NIMO" or "Utility").

Customer Disclosure Statement

Price	First twelve months at a fixed generation rate of \$0.XXXX /kWh. Thereafter, monthly variable kWh rate that may be periodically adjusted for market conditions.
Variable price is determined	Other than fixed rates, all rates shall be calculated on a monthly basis in response to market pricing, transportation costs, and other market price factors. Applicable taxes will also be factored into the variable price.
Length of the agreement	First twelve months at a fixed rate followed by month-to-month.
Process customer may use to rescind this Agreement	Customer may rescind by calling toll free number within 3 business days of receipt of this Agreement or by sending 30 days written notice prior to the expiration of the contract.
Amount of Early Termination Fee	No Termination Fee
Amount of Late Payment Fees	Utility will remain responsible for collecting late payments. The utility will charge 1.5% per month of the unpaid balance as a Late Payment Fee. This fee is in addition to the unpaid balance.
Provisions for renewal of the agreement	<p>For <u>Variable Rate service</u>, upon completion of the initial one-month term this Agreement will renew automatically and continue in full force and effect on a month-to-month basis thereafter unless either party elects not to renew by giving the other party at least 30 days' advance notice before the end of any one-month term. For <u>Fixed Rate service</u>, upon completion of the initial or any renewal term, this Agreement will renew automatically without consent of the customer, as the customer will receive a renewal notice 30-60 days prior to the renewal date for residential. The Agreement will continue on a month to month basis at the NYMEX Plus or LBMP Plus price with a Price Adder that varies from month to month, unless the parties agree to a new Fixed Rate service term. When customer receives notice of their contract renewal 30-60 days prior to renewal date, the customer has the opportunity to reject the renewal terms by contacting Eligo by telephone at (877) 744-8125, email customerservice@eligoenergy.com, or mail at Eligo Energy, LLC, 201 West Lake Street Suite 151 Chicago, IL 60606</p> <p>When a fixed-price agreement is renewed as a fixed price agreement, the residential customer will receive an additional notice informing them of the new rate and of his or her opportunity to object to the renewal. This additional notice must be sent within 10 days prior to the date of the issuance of the first billing statement under the renewed contract.</p> <p>The residential customer can rescind their consent to the renewed fixed rate agreement without any termination fees within three days for receiving the first billing statement under the terms of the contract</p>
Conditions under which savings to the customer are guaranteed	There are no guaranteed savings.

Service: Customer will begin receiving electricity at the time of the first scheduled meter reading by the Utility after the date on which Customer is eligible to switch suppliers. Supply of energy to Customer shall continue pursuant to this Agreement. By executing or approving this Agreement, under the terms of New York's Utility Energy Service Company (ESCO) Referral Program, Customer agrees to initiate service and begin enrollment.

Price: Customer will receive electricity from Supplier at a fixed generation rate of \$0.XXX /kWh for twelve months after enrollment at the next applicable billing period. Following the initial period of twelve months, the generation rate will continue as a monthly variable rate that may be periodically adjusted to market conditions. Customer may compare price terms by looking at the rates posted on Supplier's website (<http://www.eligoenergy.com>) and on Customer's monthly bill. In addition, Customer shall pay and be responsible for all other amounts, such as service and delivery charges, from the Utility, including any applicable taxes. Customer also understands that the Utility may charge a switching fee when enrolling with Supplier. Customer is responsible for cancelling any existing supplier agreement.

Right of Rescission: Customer may rescind the Agreement, by contacting the Supplier before the Supplier submits the enrollment request to the electric utility. Furthermore, Customer may rescind the Agreement and the pending enrollment, within 3 business days following receipt of this Agreement, by contacting the Supplier. Residential customers may rescind the Agreement and the pending enrollment by contacting either the Supplier or the Utility.

Term: For Variable Rate gas and electric service, this Agreement will be in full force and effect for an initial period of one month commencing on a date determined by your utility. Thereafter, this Agreement will continue in full force and effect on a month-to-month basis unless either party elects not to renew this Agreement by giving the other party at least 30 days' advance notice before the end of any one-month term. For Fixed Rate gas and electric service, upon completion of the initial or any renewal term, this Agreement will renew automatically without consent of the customer, as the customer will receive a renewal notice 30-60 days prior to the renewal date for residential. The Agreement will continue on a month to month basis at the NYMEX Plus or LBMP Plus price with a Price Adder that varies from month to month, unless the parties agree to a new Fixed Rate service term. When customer receives notice of their contract renewal

30-60 days prior to renewal date, the customer has the opportunity to reject the renewal terms by contacting Eligo by telephone at (877) 744-8125, email customerservice@eligoenergy.com, or mail at Eligo Energy, LLC, 201 West Lake Street Suite 151 Chicago, IL 60606.

When a fixed-price agreement is renewed as a fixed price agreement, the residential customer will receive an additional notice informing them of the new rate and of his or her opportunity to object to the renewal. This additional notice must be sent within 10 days prior to the date of the issuance of the first billing statement under the renewed contract.

The residential customer can rescind their consent to the renewed fixed rate agreement without any termination fees within three days for receiving the first billing statement under the terms of the contract.

Cancellation: Customer may cancel this Agreement, for any reason, at any time, during the first twelve months of service. The cancellation becomes effective when Customer's new supplier or the Utility completes the change. Cancellation will not relieve Customer of any payment obligations for electricity provided to Customer by Supplier before cancellation. Customer may make such a cancellation by contacting Supplier or the Utility (orally, electronically or in writing). Customer may not be served under the same rates, terms, and conditions that apply to others when switching back to the Utility. Supplier may revert Customer to Utility for non-payment at the time of the next meter reading with at least 15 days written notice and an opportunity to cure. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill, which will be reconciled subsequent to the final meter reading.

Billing: Supplier will serve only the supply portion of Customer's electricity bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. Customer will continue to receive one monthly electric bill processed and provided by the Utility in accordance with its billing practices. At the present time, Supplier is able to offer budget billing for the generation portion of the bill to Customers who qualify under New York's Home Energy Fair Practices Act (HEFPA). In the event of Customer bankruptcy, late payment, or nonpayment, Supplier has the right to cancel this Agreement.

Collection of Past Due Charges: Utility will remain responsible for collecting late payments. The utility will charge 1.50% of the unpaid balance as a Late Payment Fee. This fee is in addition to the unpaid balance.

Environmental Disclosure Information: Supplier will provide to the Customer, with the Agreement, information (accompanying the Agreement) regarding the approximate generation resource mix and environmental characteristics of the power supplies.

Confidentiality: Supplier will not disclose Customer's social security number and/or account number(s) without the Customer's consent except for the Supplier's own collections and credit reporting efforts, participation in programs funded by the Universal Service Fund, or assigning Customer's Agreement to another supplier.

Contact Information: In the event of an emergency such as a power failure, downed power line, or other life-threatening emergency, Customer should contact the Utility at 1-800-892-2345 (toll free) or Emergency Services at 911. For other service matters Customer can call Utility at 1-800-892-2345 (toll-free). For all other inquiries, the Customer may contact Supplier at 1-888-744-8125, 24 hours a day and 7 days a week. Customer shall contact Supplier with any change in Customer's email address and/or withdrawal of consent for electronic retention of Customer information. If Customer's complaint is not resolved after they have called Supplier and/or Utility, or for general Utility information, Customer may contact the New York State Department of Public Service for assistance at 1-888-697-7728 from 6 a.m. ET to 5 p.m. ET weekdays or at <http://www.dps.ny.gov/>.

Dispute Resolution: In the event of a billing dispute or a disagreement involving Supplier's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Supplier by telephone or in writing as provided above. The dispute or complaint relating to Customer may be submitted by either party at any time to the New York State Department of Public Service ("NYDPS") pursuant to its Complaint Handling Procedures ("Procedures") by calling the NYDPS at 1-888-697-7728 or by writing to the ("NYDPS") at: New York State Department of Public Service, Empire State Plaza Agency Building 3, Albany, NY 12223-1350, or through its website at: <http://www.dps.ny.gov/>. During the pendency of any dispute, Customer must pay the bill in full minus the specific disputed amount. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms herein shall lie exclusively in the New York. This Agreement shall be construed under and shall be governed by the laws of the New York without regard to application of its conflicts of laws and principles.

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

Changes to Agreement: This is an Agreement for residential service. In the event that Customer's account under this Agreement is not a residential account and for other reasons provided herein, Supplier may modify this Agreement at any time from residential to commercial terms. Supplier may modify this Agreement, or change these terms in connection with any renewal of this Agreement, or if there are adverse changes in the laws, rules or market conditions affecting Supplier's ability to perform hereunder, by providing thirty (30) to sixty (60) days prior written notice.

Assignment: Customer may not assign this Agreement without Supplier's written consent. Customer hereby acknowledges and consents to Supplier's pledge and contingent assignment or subrogation of any and all rights and obligations hereunder. This Agreement is binding upon Customer and Supplier, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address on file with the Supplier. There are no third-party beneficiaries to this Agreement.

Limitations of Liability: Neither the Customer nor the Supplier shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of Utility to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence.

Authorization: Customer authorizes Supplier to obtain and review information regarding the customer's credit history from credit reporting agencies, and

the following information from the Utility: consumption history, billing determinants, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL 32 (3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information may be used by Supplier to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Supplier. This authorization will remain in effect during the term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Supplier or calling Supplier at 1-888-744-8125. Supplier reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Eligo Energy NY, LLC Terms of Service

Customer Disclosure Statement

Price First twelve months at a fixed generation rate of \$0.XXXX /kWh. Thereafter, monthly variable kWh rate that may be periodically adjusted for market conditions.

Variable price is determined Other than fixed rates, all rates shall be calculated on a monthly basis in response to market pricing, transportation costs, and other market price factors. Applicable taxes will also be factored into the variable price.

Length of the agreement First twelve months at a fixed rate followed by month-to-month.

Process customer may use to rescind this Agreement Customer may rescind by calling toll free number within 3 business days of receipt of this Agreement or by sending 30 days written notice prior to the expiration of the contract.

Amount of Early Termination Fee No Termination Fee

Amount of Late Payment Fees Utility will remain responsible for collecting late payments. The utility will charge 1.5% per month of the unpaid balance as a Late Payment Fee. This fee is in addition to the unpaid balance.

Provisions for renewal of the agreement For Variable Rate service, upon completion of the initial one-month term this Agreement will renew automatically and continue in full force and effect on a month-to-month basis thereafter unless either party elects not to renew by giving the other party at least 30 days' advance notice before the end of any one-month term. For Fixed Rate service, upon completion of the initial or any renewal term, this Agreement will renew automatically without consent of the customer, as the customer will receive a renewal notice 30-60 days prior to the renewal date for residential. The Agreement will continue on a month to month basis at the NYMEX Plus or LBMP Plus price with a Price Adder that varies from month to month, unless the parties agree to a new Fixed Rate service term. When customer receives notice of their contract renewal 30-60 days prior to renewal date, the customer has the opportunity to reject the renewal terms by contacting Eligo by telephone at (877) 744-8125, email customerservice@eligoenergy.com, or mail at Eligo Energy, LLC, 201 West Lake Street Suite 151 Chicago, IL 60606

When a fixed-price agreement is renewed as a fixed price agreement, the residential customer will receive an additional notice informing them of the new rate and of his or her opportunity to object to the renewal. This additional notice must be sent within 10 days prior to the date of the issuance of the first billing statement under the renewed contract.

The residential customer can rescind their consent to the renewed fixed rate agreement without any termination fees within three days for receiving the first billing statement under the terms of the contract

Conditions under which savings to the customer are guaranteed There are no guaranteed savings.

Electric Service Agreement - Commercial and Industrial Customers

This Electric Service Agreement ("Agreement") is dated _____ and made between Eligo Energy, LLC or its subsidiaries ("Eligo") of 201 W. Lake St., Ste 151, Chicago, IL 60606 and _____ (Customer Name) of _____ (ADDRESS) ("Customer") (each referred to individually as "Party" and collectively as "Parties").

I. ENERGY SERVICES: As stated in the executed Commercial Pricing Quote ("Attachment 1" or "Pricing Quote", incorporated herein by reference), Eligo shall, from the relevant Enrollment Start Date and during the relevant Term, supply and deliver to Customer the retail energy requirements ("Retail Energy") of Customer's service location(s) (each, a "Point of Service Location"). The Retail Energy is delivered to the distribution system's interconnection point (each, a "Delivery Point") of the relevant electricity distribution company ("Utility" or "EDC"), and the relevant Utility is responsible for delivery of the Retail Energy to Customer's meter at and from that point. Customer designates Eligo as an authorized recipient of Customer's account, billing and usage information. Customer consents to the disclosure by each Utility to Eligo of certain basic information about Customer including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. The energy price in the Pricing Quote is based upon Customer's historical load data and applies to all Retail Energy covered under the Pricing Quote and Agreement and includes charges for the energy supply rate and scheduling and load forecasting associated with the delivery of the Retail Energy. Customer's specific energy cost depends upon the product selected in the Pricing Quote and the applicable product description.

Fixed All Inclusive Price: includes the capacity and transmission unit cost, losses unit cost, ancillary unit cost, renewable compliance charge, miscellaneous charges (i.e., RMR cost, congestion, customer service), and, if applicable, Gross Receipt Taxes ("GRT"). The Fixed All Inclusive Price does not include any charges by the Utility, which are the responsibility of Customer, including, but not limited to charges for services under its applicable delivery service tariffs and riders, facilities charges, taxes (either billed for by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time, as well as any other charges, not specifically mentioned herein.

Fixed – Transmission and Capacity Pass-Through ("Price"): The Price per kWh for the Fixed All Inclusive Product shall be set forth on the Pricing Quote and includes applicable costs for energy procured; distribution losses; all applicable costs for ancillary services; renewable compliance charges; miscellaneous charges (i.e., RMR cost, congestion, customer service). The Fixed All Inclusive Price does not include additional charges, which are the responsibility of Customer, including, but not limited to the Network Integrated Transmission Service ("NITS") costs, Regional Transmission Expansion Planning ("RTEP") costs (if any), and ICAP costs (as mandated or modified by PJM or applicable ISO and approved by FERC), which are all passed through and calculated as prorated fixed costs based on a 366-day year. These pass-through charges may be charged as additional line items by Vendor or by the Utility. Additional charges not included in the Fixed All Inclusive Price are charges for services under Utility's applicable delivery service tariffs and riders; facilities charges; taxes (either billed for by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time, as well as any other charges, not specifically mentioned herein or created after the Effective Date of this Agreement.

Fixed No Capacity/Transmission Price: includes losses unit cost, ancillary unit cost, renewable compliance charge, miscellaneous charges (i.e., RMR cost, congestion, customer service), and, if applicable, Gross Receipt Taxes ("GRT"). This product does not include the transmission or capacity charges and any charges by the Utility, which are the responsibility of Customer, including, but not limited to charges for services under its applicable delivery service tariffs and riders, facilities charges, taxes (either billed for by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time, as well as any other charges not specifically mentioned herein.

Variable All Inclusive Price: includes the capacity and transmission unit cost, losses unit cost, ancillary unit cost, renewable compliance charge, miscellaneous charges (i.e., RMR cost, congestion, customer service), and, if applicable, Gross Receipt Taxes ("GRT"). The Variable All Inclusive Price does not include any charges by the Utility, which are the responsibility of Customer, including, but not limited to charges for services under its applicable delivery service tariffs and riders, facilities charges, taxes (either billed for by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time, as well as any other charges, not specifically mentioned herein.

Energy Only Price: does not include any charges by the Utility, which are the responsibility of Customer, including but not limited to charges for services under its applicable delivery service tariffs and riders, facilities charges, taxes (either billed for by the Utility or customer self-assessed) and other Utility charges, including but not limited to fuel, environmental, or decommissioning charges, as may be applicable from time to time. Other than the energy cost, the charges are estimated

and passed through to the Customer. These estimated charges include but are not necessarily limited to capacity and transmission unit cost, losses unit cost, transmission unit cost, ancillary unit cost, renewable compliance charge(s) (including, where applicable the Alternative Compliance Payment – “ACP” – requirement), miscellaneous charge (i.e., RMR cost, congestion, customer service, and other applicable charges).

Day-Ahead Index PLUS Price: includes electricity commodity charges for delivery to the Independent System Operator (“ISO”) at the applicable “Hub” of the Utility and does NOT include: (1) transmission and distribution line losses; (2) Ancillary Services; (3) applicable Renewable Energy Credits (“RECs”); (4) Congestion and Capacity Charges; (5) ISO/Utility/Regulatory fees and charges; (6) operating, hedge & generation costs; (7) Agreed fixed adders; all of which shall be passed through to Customer without markup, and Customer shall pay Eligo or Vendor for such costs and any applicable taxes. All fixed quantity of electricity purchased by Eligo for Customer that is in excess or deficit from Customer’s actual usage shall be for the account of Customer.

Real Time Index PLUS Price: includes electricity commodity charges for delivery to the Independent System Operator (“ISO”) at the applicable “Hub” of the Utility and does NOT include: (1) transmission and distribution line losses; (2) Ancillary Services; (3) applicable Renewable Energy Credits (“RECs”); (4) Congestion and Capacity Charges; (5) ISO/Utility/Regulatory fees and charges; (6) operating, hedge & generation costs; (7) Agreed fixed adders; all of which shall be passed through to Customer without markup, and Customer shall pay Eligo or Vendor for such costs and any applicable taxes. All fixed quantity of electricity purchased by Eligo for Customer that is in excess or deficit from Customer’s actual usage shall be for the account of Customer.

II. BILLING AND PAYMENT

- A. **General Billing and Payment Terms:** Eligo shall provide monthly invoices, either through utility consolidated billing (“UCB”), supplier consolidated billing (“SCB”) or a Dual Billing Option (“DBO”) at its discretion. Eligo may estimate bills in cases where actual billing determinants are unavailable, and estimated bills shall be adjusted as soon as reasonably practicable. Customer shall pay all amounts owing within terms specified in Attachment 1. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment to Eligo is declined by the issuing institution, Customer shall be assessed a charge of \$45 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by Eligo, including attorneys’ fees, for collections on accounts greater than thirty (30) calendar days past due.
- B. **Disputes and Adjustments of Invoices:** Customer may dispute, in good faith and in writing, the correctness of any invoice. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within normal terms, with notice of the dispute given to Eligo in writing and stating the amount and basis for the dispute. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. Customer must provide Eligo with written notice of any disputed charge(s) within ninety (90) days of invoice or it will be deemed to have waived its rights to dispute such a charge.
- C. **Paperless Invoicing:** As of December 15, 2013, Eligo’s paperless invoicing system shall become the default method by which Customer receives applicable monthly invoices. Customer will receive their monthly invoice via electronic mail (“e-mail”) rather than in paper format. Customer is hereby notified that receiving monthly invoices via e-mail does not automatically withdraw money from Customer’s bank account in order to satisfy the amount due to Eligo. If Customer desires to receive a paper bill in lieu of e-mail, then Customer shall notify Eligo of their decision. It could take up to two (2) billing cycles for the method of notification to be switched, and additional fees may apply.
- D. **Payments:** The default method of payment shall be through the Automated Clearing House (“ACH”) Recurring Payment Authorization attached herein or provided separately at Customer’s request. Customer agrees to provide ACH processing details required to process such payments. No processing fee shall be assessed by Eligo when using ACH recurring payments. For credit card payments, Eligo shall assess a processing fee of three percent (3%) of the invoiced amount or the maximum allowed under applicable law, whichever is less.

III. RENEWAL OF AGREEMENT: Not less than thirty (30) calendar days prior to the anticipated expiration date of the then current relevant Term, Eligo may provide a Renewal Notice electronically or otherwise in writing containing proposed terms and conditions. Customer’s failure to reject any Renewal Notice in writing within five (5) business days shall result in such Renewal Notice being deemed to have been irrevocably and unconditionally agreed to by Customer. If, following termination or expiration of this Agreement, any of Customer’s accounts remain designated by any Utility as being served by Eligo, then Eligo may either (a) continue to serve such account(s) on a month-to-month holdover basis (each, a “Holdover Term”) or (b) move such account(s) to the then applicable tariff service, whether default service or otherwise, or to another authorized provider of electricity required to serve as the “provider of last resort” (any of the foregoing is an

"Alternative Service"). The price payable during any Holdover Term shall be based on a variable rate, and may change monthly due to current and predicted weather patterns, retail competition, wholesale commodity energy costs, fluctuations in energy supply and demand, industry regulations, pricing strategies, costs to serve customers, among many factors. Variable rate agreements will automatically renew on a month-to-month basis and can be cancelled at any time by either party without any early termination fee. This Agreement shall continue to govern the provision of service during any Holdover Term. During a Holdover Term, Eligo may at any time move any account(s) to an Alternative Service without penalty or prejudice.

IV. CREDIT: All electric service offers are subject to credit approval and shall not become a final offer until Eligo has approved the creditworthiness of Customer. Customer represents that there is no bankruptcy, insolvency, reorganization, receivership, administration or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to Eligo at any time during the Term, as determined by Eligo in its commercially reasonable discretion, Eligo may request additional financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including, but not limited to, a parental guaranty, escrow account, bond, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from Eligo, Customer shall have five (5) business days to provide the requested adequate security to Eligo. For the avoidance of doubt, Eligo shall in no circumstances be required to provide security or any other form of adequate assurance to Customer.

V. POINT OF SERVICE LOCATION CLOSURE: Customer shall provide Eligo at least sixty (60) calendar days prior written notice prior to removing any Point of Service Location from service hereunder as a result of ceasing operations, including, but not limited to, closing any Point of Service Location or the sale of any Point of Service Location to an unrelated third party, at such Point of Service Location. Customer shall also provide at least thirty (30) calendar days prior written notice if they foresee a 10% or more change in usage. Eligo, in its sole discretion, may reevaluate the terms of this Agreement and/or may terminate the Agreement if the change in monthly usage is greater than 10% from historical usage. Customer shall be responsible for payment of any actual damages incurred by Eligo, if any, relating to or arising from any such removal.

VI. CONFIDENTIALITY: Both Parties agree that the terms and conditions of this Agreement shall remain confidential, except for any required disclosure to any regulatory body, governmental entity or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party.

VII. NOTICES: Attachment 1 contains the contact information for Eligo and Customer that will be used to provide any and all notices arising from this Agreement.

VIII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the Customer to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Defaulting Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Defaulting Party herein being false or misleading in any material respect when made or ceases to remain true during any Term; (c) the failure of such Defaulting Party to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, receivership, administration or other similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to provide security or otherwise satisfy the creditworthiness requirements under the "Credit" section of this Agreement; (f) Customer consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of Customer under this Agreement; or (g) Customer's failure to cooperate with Eligo as reasonably required in order for Eligo to perform its obligations under this Agreement.

B. Suspension; Early Termination; Liquidated Damages: If an Event of Default occurs, Eligo (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement, and Customer shall pay to Eligo an Early Termination Fee in the amount stated below; (2) terminate this Agreement by sending written notice to the Defaulting Party providing the termination date for this Agreement (the "Early Termination Notice"), and Customer shall pay to Eligo an Early Termination Fee in the amount

stated below; or (3) the Defaulting Party shall pay to the Non-Defaulting Party as liquidated damages a settlement amount (the "Settlement Amount") as follows: The Settlement Amount shall equal the greater of (1) Retail Margin, plus Supply Termination Costs, plus Enforcement Costs; or (2) an early termination fee that is equal to the remaining Agreement kWh multiplied by \$0.02/kWh; or (3) maximum allowed by law (capped at \$150 for "small commercial retail customers" in Illinois). As used herein, the following terms shall have the following meanings: "Enforcement Costs" means any attorneys' fees, expenses, and costs incurred by the Non-Defaulting Party in connection with enforcing its rights under this Agreement. "Remaining Performance" means the remaining performance, including kWhs, under this Agreement for the remainder of the relevant Term had it not been terminated early, based on historical usage. "Retail Margin" means the amount of Eligo's forecasted retail margin under this Agreement, determined based on the differential between wholesale and retail market prices at the time of this Agreement or any extension hereof, allocable to the Remaining Performance. "Supply Termination Costs" means any loss or cost that Eligo would incur in terminating or liquidating the portion of any supply contracts, hedges, or related trading positions or arrangements held by Eligo allocable to the Remaining Performance, whether or not such action is taken. Eligo shall calculate the Settlement Amount in its commercially reasonable discretion, including where applicable Eligo estimates of market prices and forward market prices. Such calculation shall be included in any Early Termination Notice provided by Eligo or, if the termination date selected by Eligo is after the date of the Early Termination Notice or Customer delivers the Early Termination Notice, Eligo shall provide such calculation to Customer within a reasonable period following the termination date. The Settlement Amount shall be paid by the Customer that owes it within five (5) business days after such notice is received. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. Each Party agrees that it has a duty to mitigate damages and to use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

IX. FORCE MAJEURE: "Force Majeure" shall mean an event which prevents the claiming party (the "Claiming Party") from performing its obligations and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the Utility; governmental regulatory changes applicable to electricity costs (Section XII below); electric grid interruption; earthquake; war; riot; or requirements, actions or failure to act on the part of governmental authorities. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the performing Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default.

X. GOVERNING LAW AND WAIVER OF JURY TRIAL: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Illinois or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in Alternative Dispute Resolution and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.**

XI. RELATIONSHIP OF PARTIES: Eligo is an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. Eligo is not acting as Customer's consultant or advisor, and Customer shall not rely on Eligo in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices or any other matter.

XII. CHANGES IN LAW OR REGULATION: In the event that any change in any statute, rule, regulation, order or other law, or procedure, tariff, rate class or other process or charge, promulgated by any governmental authority or Utility, Independent Service Operator ("ISO"), Regional Transmission Operator ("RTO") or other regulated service provider, alters to the detriment of Eligo its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), Eligo may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation. Before any such price revision, Eligo shall provide 30 days written notice to Customer of the Negative Change in Regulation, the resulting price revisions, and the date upon which such revised pricing shall be effective. Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

XIII. SEVERABILITY: The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the, residual, lawful obligations

that arise under this Agreement.

XIV. INDEMNITY: Eligo shall defend, indemnify, and hold Customer harmless against all claims and liabilities resulting from Eligo's negligence or breach of this Agreement and arising prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the delivery of the Retail Energy at and after its delivery to the relevant Delivery Point and shall defend, indemnify, and hold Eligo harmless against all claims and liabilities arising at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Eligo's negligence or breach of this Agreement.

XV. ASSIGNMENT: Customer may not assign this Agreement without Supplier's written consent. Customer hereby acknowledges and consents to Supplier's pledge and contingent assignment or subrogation of any and all rights and obligations hereunder. This Agreement is binding upon Customer and Supplier, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address on file with the Supplier. There are no third-party beneficiaries to this Agreement.

XVI. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY: Eligo warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS ELIGO'S ONLY WARRANTY CONCERNING THE SERVICES PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ADDITION, ELIGO'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE FIRST TWO ELIGO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE RETAIL ENERGY SOLD HEREUNDER.

XVII. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and may only be amended by a written instrument executed by both Parties. Any attachment, exhibit, or addendum executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement as of the effective date of such attachment, exhibit, or addendum. In the event of a conflict between the terms of the General Terms and Conditions and any attachment, exhibit, or addendum, the terms of any Attachment shall govern. This Agreement is effective only upon Customer's execution and Eligo's subsequent execution or performance of this Agreement.

XVIII. COUNTERPARTS: This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original.

State Disclosure(s): The following provisions apply only to Point of Service Locations located in the relevant state. ILLINOIS: Eligo will not submit or execute a change in requested service unless and until Customer has properly executed a Letter of Agency in accordance with 815 ILCS 505/2EE. Eligo's Illinois license was granted in Order No. 13-0293. WASHINGTON, D.C.: The District of Columbia Public Service Commission's telephone number is (202) 626-5100 and website address is www.dcpsc.org and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is www.opc-dc.gov. MARYLAND: The Maryland Public Service Commission's toll-free telephone number is (800) 492-0474 and website address is www.psc.state.md.us/intranet/home.cfm. OHIO: Customer has the right to request from Eligo twice within a twelve-month period up to twenty-four months of Customer's payment history without charge; Customer may be charged switching fees by the Utility. The Ohio Public Utilities Commission's toll-free telephone number is (800) 686-PUCO (7826) and website address is www.puco.ohio.gov/puco/. NEW YORK: The dispute or complaint relating to Customer may be submitted by either party at any time to the Department of Public Service ("DPS") pursuant to its Complaint Handling Procedures ("Procedures") by calling the DPS at (800) 342-3377 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.ny.gov. The Pennsylvania Public Utilities Commission's toll-free telephone number is (800) 692-7380 and website address is www.puc.pa.gov. The Michigan Public Service Commission toll-free telephone number is (800) 292-9555 and website address is www.michigan.gov/mpsc/.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

As to Customer

Customer:

Signature: _____

Name: _____

Title: _____

As to Supplier

ELIGO ENERGY, LLC (or its subsidiary)

Signature: _____

Name: _____

Title: _____



CUSTOMER INFORMATION	
Customer	
Contact Name	
Contact Phone	
Contact Email	
Service Address	
Mailing/Billing Address (if different)	
Service Start Date	[] Next applicable meter read cycle [] First applicable meter read cycle after _____
Utility	
Utility Account No.(s) and, if applicable, Corresponding Meter No.(s) – list together where appropriate	
Utility Meter or POD No.(s) (if applicable)	

TERM	PRICE (PER KWH)	PRODUCT

If applicable, historical usage follows on page 2 of the Commercial Pricing Quote

As to Customer

As to Supplier

Customer:

Eligo Energy, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit-4

Sample Notices



EligoEnergy

NOTICE OF ASSIGNMENT

Customer Name _____ For Service at: _____
Customer Account Number _____

PLEASE TAKE NOTICE that, on [Effective Date] _____, ELIGO ENERGY NY, LLC, (“ESCO”) will assign its Contract with _____ (Customer), dated __ (original date of contract) _____, to [Name of New ESCO] _____, as provided for in that Contract. You have the right to either select a different supplier or return to full service with your utility. If you take no action, your service will be assigned to the supplier identified above on the specified date. There will be no changes in the price, terms or conditions of service as set forth in Your Contract with ESCO as a result of this assignment.

ELIGO ENERGY NY, LLC
201 West Lake Street
Suite 151
Chicago, IL 60606
Phone: 1-877-744-8125
Email: complaints@eligoenergy.com



EligoEnergy

**ELIGO ENERGY NY, LLC
NOTICE OF TRANSFER OF 5000 OR MORE
CUSTOMERS**

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and ELIGO ENERGY NY, LLC, all of ELIGO ENERGY NY, LLC's rights, interests and obligations under said Agreement have been assigned and transferred to (name, address, email address, and telephone number of Assignee ESCO) _____. This assignment will be effective as of _____ (15 calendar days' notice).

If you have any questions please contact (Assignee ESCO) _____ at _____.



EligoEnergy

Date

Customer Name
Customer Address
Account Number

Re: Discontinuance of Service

Dear (Customer),

This letter is to inform you that effective _____, (30 calendar days' notice) ELIGO ENERGY NY, LLC will discontinue providing retail electricity services in your area. Your Terms of Service Agreement ("Agreement") with ELIGO ENERGY NY, LLC for the purchase of (electricity, gas or both) will be assigned to another Energy Service Company (ESCO). You will receive a separate notification informing you of this assignment and provide instructions on options available if you want to select a different energy provider.

The Customer has the option to select another supplier or receive full utility service from the distribution utility. The customer shall receive full utility service from the distribution utility until the customer selects a new supplier and the change in providers is effective, unless the distribution utility notifies the customer that it will terminate its delivery service on or before the discontinuance date.

If you have any questions about this notification, contact ELIGO ENERGY NY, LLC at 1-877-744-8125

Sincerely,

ELIGO ENERGY NY, LLC



EligoEnergy

Exhibit-5

Sample ESCO Dual Bill

Eligo Energy NY, LLC does not intend to perform dual billing; therefore a sample invoice is not applicable. If applicant decides to perform dual billing, applicant will then inform the DPS accordingly.



EligoEnergy

Exhibit-6

Historical Information

Procedures used to obtain authorization to access customer historical usage or credit information

Customer Authorization Process.

The distribution utility or MDSP shall provide information about a specific customer requested by Buyer. Eligo Energy NY, LLC is authorized by the customer to receive the information.

1. Eligo Energy NY, LLC shall obtain customer authorization to request information, in accordance with the procedures in UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. Eligo Energy NY, LLC shall inform its customers of the types of information to be obtained, to whom it will be given, how it will be used, and how long the authorizations will be valid. The authorization is valid for no longer than six months unless the sales agreement provides for a longer time.
2. A distribution utility and a MDSP shall assume that Eligo Energy NY, LLC obtained proper customer authorization if Eligo Energy NY, LLC is eligible to provide service and submits a valid information request.
3. Eligo Energy NY, LLC shall retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records shall be provided by Eligo Energy NY, LLC, upon request of the DPS staff, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of Eligo Energy NY, LLC.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access Eligo Energy NY, LLC to information about the customer.
5. Eligo Energy NY, LLC shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.

Customer Information Provided to Eligo Energy NY, LLC ¹

1. Release of Information. A distribution utility and a MDSP shall use the following practices for transferring customer information to Eligo Energy NY, LLC.

a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of Eligo Energy NY, LLC's enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon Eligo Energy NY, LLC's request.

b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in EDI transaction standards and within five business

¹ Upon enrollment of a customer, Eligo Energy NY, LLC shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data or estimated consumption for a period, at the same time that the distribution utility validates them for use. An Eligo Energy NY, LLC issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.

days to requests for data and information for which an EDI transaction standard is not available. The distribution utility or MDSP shall provide the reason for rejection of any valid information request.

2. Customer Contact Information Set. The distribution utility or MDSP, to the extent it possesses the information, shall provide, upon Eligo Energy NY, LLC's request, consumption history for the customer's electric account. Consumption history³ for an electric account shall include:

1. Customer's service address;
2. Electric or gas account indicator;
3. Sales tax district used by the distribution utility;
4. Rate service class and subclass or rider by account and by meter, where applicable;
5. Electric load profile reference category or code, if not based on service class;
6. Usage type (e.g., kWh or therm), reporting period, and type of consumption (actual, estimated, or billed);
7. Twelve months, or the life of the account, whichever is less, of customer data via EDI and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data via EDI or an alternative system at the discretion of the distribution utility or MDSP, and, where applicable, demand information;⁴ if the customer has more than one meter associated with an account, the distribution utility or MDSP shall provide the applicable information, if available, for each meter; and
8. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI, and if requested in detail, via an acceptable alternative electronic format.

3. Billing Determinant Information Set. Upon acceptance of Eligo Energy NY, LLC's enrollment request, a distribution utility shall provide the following billing information for an electric account, as applicables:

- a. customer's service address, and billing address, if different;
- b. electric account indicator;
- c. meter reading date or cycle and reporting period;
- d. billing date or cycle and billing period;
- e. meter number, if available;
- f. distribution utility rate class and subclass, by meter;
- g. description of usage measurement type and reporting period;
- h. customer's load profile group, for electric accounts only;
- i. life support equipment indicator;
- l. customer's location based marginal pricing zone, for electric accounts only; and,
- m. budget billing indicator.⁶

4. Credit Information Set. The distribution utility or MDSP shall provide credit information for the most recent 24 months or life of the account, whichever is less, upon receipt of Eligo Energy NY, LLC's electronic or written affirmation that the customer provided authorization for release of the information to Eligo Energy NY, LLC. Credit information shall include number of times a late payment charge was assessed and incidents of service disconnection.

Direct Customer Information

A Direct Customer shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data, and estimated consumption for a period, at the same time that the distribution utility validates them for use. The distribution utility or MDSP shall make available, upon request, to an electric Direct Customer, a class load profile for its service class.

Charges for Customer Information

No distribution utility or MDSP shall impose charges upon Eligo Energy NY, LLC or Direct Customers for provision of the information described in this Section. The distribution utility may impose an incremental cost based fee, authorized in tariffs for Eligo Energy NY, LLC's request for customer data for a period in excess of 24 months or for detailed interval data per account for any length of time.

Unauthorized Information Release

Eligo Energy NY, LLC, its employees, agents, and designees, are prohibited from selling, disclosing or providing any customer information obtained from a distribution utility or MDSP, in accordance with this Section, to others, including their affiliates, unless such sale, disclosure or provision is required to facilitate or maintain service to the customer or is specifically authorized by the customer or required by legal authority. If such authorization is requested from the customer, Eligo Energy NY, LLC shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

⁴ A distribution utility may provide data for a standard 24 months or life of the account, whichever is less, as part of its customer contract information set.

⁵ As specified in the EDI standard for an enrollment request and response, the distribution utility may transmit additional data elements, based upon the request, the responding distribution utility, and the commodity type.



EligoEnergy

Confidential

Exhibit-7

Mass Marketing Material



EligoEnergy

Exhibit-8

Slamming and Cramming

Eligo Energy NY, LLC will institute the following procedures to prevent slamming and cramming:

1. All marketing representatives will be required to clearly identify that they are marketing on behalf of Eligo Energy NY, LLC.
2. Identify that the individual being marketing to is authorized to purchase commodity for the account.
3. Follow specific procedures codified in Section 5, Attachments 1, 2 and 3 and Section 10 of the Uniform Business Practices.
4. Eligo Energy NY, LLC will monitor marketing scripts and review telemarketing calls to maintain service quality
5. Cramming will be prevented as Eligo Energy NY, LLC will use utility consolidated billing in the service territories where it operates, thereby limiting the items included on the bill.
6. Eligo Energy NY, LLC will implement and follow the provisions of the Marketing Training and Quality Assurance program.
7. Eligo Energy NY, LLC's marketing representatives will display the appropriate Photo Identification.



Confidential

Exhibit-9

Third Party Marketers



Confidential

Exhibit-10

Quality Assurance



Exhibit-11

OCS Contact Form



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 09/11/2012

Company Name ELIGO ENERGY NY, LLC _____

Service Type (Check all that apply): Gas Elec ESCO Cable TV
Water ILEC CLEC Toll Only Other _____

President Alexander Goldstein
Mailing Address 201 West Lake Street Suite 151 Chicago, IL 60606
Email Address alexg@eligoenergy.com
Phone Number 312-267-1921 Fax Number 312-489-8462

Vice President / Director of Customer Service Mark Friedgan
Mailing Address 201 West Lake Street Suite 151 Chicago, IL 60606
Email Address mark@eligoenergy.com
Phone Number 312-267-1922 Fax Number 312-489-8462

Primary Regulatory Complaint Manager Alexander Goldstein
Mailing Address 201 West Lake Street Suite 151 Chicago, IL 60606
Email Address regulatory@eligoenergy.com
Phone Number 312-267-1921 Fax Number 312-489-8462

Secondary Regulatory Complaint Manager Mark Friedgan
Mailing Address 201 West Lake Street Suite 151 Chicago, IL 60606
Email Address regulatory@eligoenergy.com
Phone Number 312-267-1922 Fax Number 312-489-8462

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: complaints@eligoenergy.com Fax: 312-489-8462

Effective December 28, 2007



Exhibit-12

HEFPA Documents



EligoEnergy

Residential Payment Agreement

Customer
Name:
Address:
Account#

The total Amount owed to Eligo Energy NY, LLC for this account as of MM/DD/YYYY is \$XX.XX.

Eligo Energy NY, LLC is required to offer a payment agreement that you are able to pay considering your financial circumstances. This agreement should not be signed if you are unable to keep the terms. Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, Eligo Energy NY, LLC may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, Eligo Energy NY, LLC may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call Eligo Energy NY, LLC at 1-877-744-8125.**

Payment of Outstanding Balance :

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal Monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature:

Date:

This agreement has been accepted by [UTILITY NAME]. If you and [UTILITY NAME] cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.



EligoEnergy

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.



EligoEnergy

Quarterly Billing

Customer Name: _____
Premise Address: _____
Account Number: _____

Under this plan, Eligo Energy NY, LLC agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period MM/DD/YY to MM/DD/YY, and you will receive quarterly bills thereafter on or before MM/DD/YY, MM/DD/YY, and MM/DD/YY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

[] Yes! I would like Quarterly Billing:

Return one completed copy to Eligo Energy NY, LLC. by MM/DD/YYYY.

Eligo Energy NY, LLC
1658 N Milwaukee Ave
Suite 314
Chicago, IL 60647
Attn: Quarterly Billing



EligoEnergy

Budget Billing

Customer Name: _____

Address: _____

Account# _____

Under this Plan, Eligo Energy NY, LLC agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay \$ XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ Therms and/or _____ kwh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The Plan shall be subject to regular review for conformity with actual billings. Eligo Energy NY, LLC reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, Eligo Energy NY, LLC shall true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe Eligo Energy NY, LLC a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Return one completed copy to Eligo Energy NY, LLC. By MM/DD/YYYY.

Eligo Energy NY, LLC
201 West Lake Street Suite 151
Suite 3151
Chicago, IL 60606
Attn: Quarterly Billing



EligoEnergy

Asset Evaluation

CONFIDENTIAL

Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income? _____

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. Do you own your home or do you rent? _____

7. What is your monthly mortgage or rent payment? _____

8. List other assets (i.e., Stocks and Bonds) :

9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

10. Identify all other monthly expenditures by amount:

- Food expenses \$ _____
- Medical expenses \$ _____
- Telephone bills \$ _____
- Utility bills \$ _____
- Mandatory loan/credit card payments \$ _____
- Other \$ _____



Eligoenergy

FINAL TERMINATION NOTICE DATE

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated MM/DD/YY, Eligo Energy NY, LLC notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in Eligo Energy NY, LLC terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write the utility at (201 West Lake Street Suite 151 Chicago, IL 60606), or you may contact the Public Service Commission at 1-877-744-8125.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (877)744-8125. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

Eligo Energy NY, LLC

Credit and Collections

201 West Lake Street

Suite 151

Chicago, IL 60606



EligoEnergy

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO
PAY**

Eligo Energy NY, LLC
201 West Lake Street
Suite 151
Chicago, IL 60606
1- (877) 744-8125

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur any time after MM/DD/YYYY.



EligoEnergy

Past Due Reminder Notice

CUSTOMER NAME: _____
PREMISE ADDRESS: _____
ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (877) 744-8125 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx..

The total amount owed to Eligo Energy NY, LLC for this account as of MM/DD/YYYY is: \$XX.XX.

Eligo Energy NY, LLC
1658 N Milwaukee Ave
Suite 314
Chicago, IL 60647



EligoEnergy

FINAL SUSPENSION NOTICE

DATE

Eligo Energy NY, LLC

201 West Lake Street

Suite 151

Chicago, IL 60606

1- (877) 744-8125

Customer Name

Address

City, State, Zip

Account#

Dear (customer name):

YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION after MM/DD/YY.

To avoid suspension please remit \$xx.xx by MM/DD/YY. If your service is suspended you must pay \$xx.xx to resume service.

Public Service Law requires that, in order to end suspension, customers pay either the total amount due the ESCO *and* (LDNAME) or the amount they would have paid for energy had they remained a utility customer.

PLEASE NOTE THAT SUSPENSION OF YOUR (LDNAME) CAN ACCOMPANY THE TERMINATION OF ESCO SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.

Sincerely,

Eligo Energy NY, LLC

Residential Payment Agreement

Customer

Name:

Address:

Account#

The total Amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is **\$XX.XX**.

[UTILITY NAME] is required to offer a payment agreement that you are able to pay considering your financial circumstances. This agreement should not be signed if you are unable to keep the terms. Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, [UTILITY NAME] may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, [UTILITY NAME] may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call [UTILITY NAME] at 1-800-XXX-XXXX.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal Monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature:

Date:

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.



Exhibit-13

Attestation

ATTESTATION

I, Alexander Rozenblat, General Counsel for Eligo Energy NY, LLC, hereby attest that Eligo Energy NY, LLC will comply with the requirements of the New York State's Environmental Disclosure Program for ESCO's electric customers.

Alexander Rozenblat

Alexander Rozenblat

September 18, 2015

9/18/2015