



ENERGY SERVICE COMPANY (ESCO) RETAIL ACCESS APPLICATION FORM

1. Business Information

Business Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

If you intend to market your services under a DBA list name(s) here:
(Copy of your certificate of assumed name is required)

Do you currently have any energy affiliates (including subsidiaries) located or
operating within New York State?

Yes

No

If yes, provide the contact information for any entity with an ownership interest of 10
percent or more in the company listed above:

Business Name:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

Marketing Contact

Name and Title:

Address:

City: State: Zip:

Telephone: Fax:

Email Address:

Power to Choose Website Information

Website Address:

Customer Service Email Address:

Toll Free Number:

Vendor Contact (e.g. EDI Vendor)

Vendor Name:

Address:

City: State: Zip:

Contact Name:

Telephone: Fax:

Email Address:

3. Additional Requirements

(Required for New ESCO Applications and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Dept of State and a copy of your certificate of assumed name (if applicable);
- Comprehensive copy of your standard sales agreement(s), including presentation of the customer disclosure statement;
- Marketing representative ID badge;
- Marketing standards quality assurance plan;
- Sample forms of notices for assignment, discontinuance and 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 information and promotional materials used for mass marketing purposes;
- HEFPA documents, if providing energy supply to residential customers;
- Internal procedures for the prevention of slamming or cramming;
- A list of entities, including contracts and sub-contractors, that will market on behalf of your ESCO;
- Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;
- NYS DPS Office of Consumer Services Service Provider Form.
- Letter from a utility that you have successfully completed EDI Phase I Testing.

4. Identify the Types and Locations of Markets

Place an “√” in the applicable cells of the table to 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.

Utility	Customer Markets		Commodity		Billing Options		
	Res	Non Res	Nat Gas	Electric	Utility Rate Ready	Utility Bill Ready	Single Retailer
Central Hudson						n/a	n/a
Con Edison						n/a	n/a
Corning Natural Gas				n/a	n/a	n/a	n/a
LIPA			n/a		n/a	n/a	n/a
National Grid (Downstate)				n/a	n/a		n/a
National Grid (Upstate)						n/a	n/a
National Fuel Gas				n/a		n/a	
NYSEG					n/a		n/a
Orange & Rockland						n/a	n/a
Rochester Gas & Electric					n/a		n/a
St. Lawrence				n/a	n/a	n/a	n/a

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.

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: 

Print Name:

Title:

Date:

Company Name:



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 4/22/2017

Company Name Phoenix Energy Group, LLC

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

President Sean Sheikh
Mailing Address 33 Irving Place, 3rd Floor
New York, NY 10003
Email Address ssheikh@phoenixenergygroup.com
Phone Number 212-400-4832 Fax Number 917-522-9680

Vice President / Director of Customer Service See Above
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Primary Regulatory Complaint Manager See Above
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Secondary Regulatory Complaint Manager See Above
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

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: gogreen@phoenixenergygroup.com Fax: 917-522-9680



33 Irving Place, 3rd Floor
New York, NY 10003
Phone: 212-400-4832
Fax: 917-522-9680

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 \$ _____
- \$ _____
- \$ _____
- \$ _____



33 Irving Place, 3rd Floor
New York, NY 10003
Phone: 212-400-4832
Fax: 917-522-9680

BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

Under this Plan, Phoenix Energy Group, 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 minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. Phoenix Energy Group, LLC reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

BUDGET BILLING PLAN

Page 2

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, Phoenix Energy Group, LLC shall true up your account based on a comparison of the aggregate 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 Phoenix Energy Group, 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.

Yes! I would like Budget Billing:

Return one signed copy to Phoenix Energy Group, LLC by MM/DD/YYYY.



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

FINAL SUSPENSION NOTICE

DATE

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 if they had 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,

Phoenix Energy Group, LLC
Credit and Collections



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

FINAL TERMINATION NOTICE

DATE

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated MM/DD/YY, Phoenix Energy Group, LLC notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in Phoenix Energy Group, 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 (33 Irving Place, 3rd Floor, New York, NY 10003 and 1-888-482-6240), or you may contact the Public Service Commission at 1-800-342-3377.

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 1-888-482-6240. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

Phoenix Energy Group, LLC
Credit and Collections



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

Phoenix Energy Group, LLC list of marketing entities

Phoenix Energy Group, LLC has no marketing entities that will market on our behalf. We have no contracts or subcontracts with any telemarketing, direct mail, or door-to-door firm.

Phoenix Energy Group, LLC

Tele-Marketing Script

Hi my name is _____ and I am calling you from Phoenix Energy Group an qualified energy services company, or ESCO, to provide energy supply as a participant in your utility company's (name the utility company - O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) retail access program.

I'd like to speak to the person responsible for payment of the natural gas bills.

I'm calling to let you know that you may choose to get natural gas service from a competitive supplier, or ESCO, such as Phoenix Energy Group instead of your utility. If you decide to choose an ESCO for natural gas service, your utility will continue to deliver that gas to you and will bill you for delivery service.

Are you a natural gas heating customer in good standing?

In New York, there is a potential tax savings to the customers who choose to go to an alternative supplier for their energy supply. The delivery service provided by the utility is not subject to state sales tax.

Do you have a recent utility bill that you can readily refer to?

Alright, let me explain what kind of bill savings that may be available to you.

- Are you being charged state sales tax on the delivery portion of your natural gas bill?

If so, by enrolling with an ESCO for natural gas service, you would no longer be subject to state sales tax on delivery charges.

- Do you see any line items on your billed labeled Merchant Function Charges?

If so, some or all of these charges could be eliminated if you switch to an ESCO, like Phoenix Energy Group, for natural gas service.

- There are two programs available to you from Phoenix Energy Group.

One is a Variable Rate Program. In this program, you may be charged a rate each month that charges based on the current market price of the natural gas. Although there is no guarantee of what the future market prices will be, historically, our customers in (name the utility company - O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) service territories on average have saved 7% over the period of one year.

We also offer a Fixed Price Program. In this program, the price for your natural gas supply would be fixed for [insert time period]. The actual market price of the natural gas could be higher or lower than the fixed price during this period. But, you may find that a fixed price may help you to better manage your energy costs.

(Will there be an early termination fee?) Must mention it if there is.

Well, Sir/Ma'am, remember with this program you still keep your utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) will continue to deliver the natural gas, will still bill you for both the delivery service and the energy supply from Phoenix Energy Group, will read your meter, and continue to provide all your emergency services and customer services just like they always have.

I hope you understood the benefits you can get once you enroll with Phoenix Energy Group. If you would like to enroll with Phoenix Energy Group, I need to verify your identity and I need your utility account number.

- Could you please read out your 9 digit account number?
- Can I have your date of birth for verification purposes?

Thank you.

- Do you have an e-mail address so that I can send you some information right away.

Thank you.

Please write down my name and operator ID as _____.

Also write down the name, Phoenix Energy Group, and our customer service number, which is 888-482-6240. After your utility has accepted an enrollment request from Phoenix Energy Group you will receive a confirmation letter from the utility, and

will receive a welcome letter from Phoenix Energy Group along with a sales agreement for (natural gas or electric) service. Please review this sales agreement carefully and to contact us right away if you have any questions. You have up to 3 days after you receive this agreement to let Phoenix Energy Group know that you have changed your mind. I want to make sure you understand that your choice to switch to Phoenix Energy Group is voluntary and that I represent Phoenix Energy Group, I do not represent the utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E).

Alright, I am going to connect you to the verifier who will verify all the information just for a quality proposal and help you with the confirmation number.

Do you have any questions before I transfer the line?

Great, I am going to place you on hold for a second.

Thanks, here we go.

If a Variable Rate Customer

VERIFICATION PORTION (must be read verbatim):

I just need to verify your information before we process your application. We record this information for verification purposes. You will have to verify your name, address and account number for me on the recording.

Please state your name (Customer states).

Please verify your address as (Representative states), is that correct?

Please verify your account number as (Representative states), is that correct?

And please state today's date and time is (Customer states).

And your date of birth {or last 4 of SSN} is (Representative states), correct?

[If natural gas sale] And, just to confirm again, you do have natural gas heat, correct?

And you are an authorized decision maker on the utility account, correct?

Note: If the customer does not or can not affirm the information, the TPV should be discontinued.

Thank you.

You understand that by enrolling in the Retail access program and choosing Phoenix Energy Group as your (natural gas or electric) supplier, you will still receive one bill from your utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) and Utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) who will still deliver your supply, read your meters, and respond to any emergencies you may have. You may rescind this authorization within 3 business days after receiving your sales agreement by contacting our customer service number at 1-888-482-6240.

Do you understand this? Customer must say yes.

You understand that your choice is voluntary and that I represent Phoenix Energy Group. I do not represent your local utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, and RG&E).

Do you understand this? Customer must say yes.

You understand that you are enrolling your natural gas account at a variable rate, which may result in pricing changes from month to month?

Do you understand this? Customer must say yes.

You understand that historically our customers in New York State have saved an average of 7% annually over a one year period but, historical savings may not guarantee future results.

Do you understand this?_ Customer must say yes.

(If an early termination fee is applied – language must be included here with customer verification in same format as stated above.)

Thank you.

In a few days, you will receive a letter from your local utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) informing you that you have chosen to join the energy choice program with Phoenix Energy Group.

Please write down your confirmation number. State number to the customer. If you have any questions, please call us at 888-482-6240

Thank you for choosing Phoenix Energy Group and enjoy your savings!

If a Fixed Price Residential Customer
VERIFICATION PORTION (must be read verbatim):

I just need to verify your information before we process your application. We record this information for verification purposes. You will have to verify your name, address and account number for me on the recording.

Please state your name (Customer states)

Please verify your address as (Representative states), is that correct?

Please verify your account number as (Representative states), is that correct?

And please state today's date and time is (Customer states).

And your date of birth {or last 4 of SSN} is (Representative states), correct?

[If natural gas sale] And just to confirm again, you do have natural gas heat, correct?

And you are an authorized decision maker on the utility account, correct?

Note: If the customer does not or can not affirm the information, the TPV should be discontinued.

Thank you. You understand that by enrolling in the retail access program and choosing Phoenix Energy Group as your (natural gas or electric) supplier, you will still receive one bill from your utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) who and utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) who will still deliver your supply, read your meters, and respond to any emergencies you may have. You may rescind this authorization within 3 business days after receiving your sales agreement by contacting our customer service number at 1-888-000-000.

Do you understand this? Customer must say yes.

You understand that your choice is voluntary and that I represent Phoenix Energy Group. I do not represent your local utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, and RG&E).

Do you understand this? Customer must say yes.

You understand that you are enrolling and locking in the price for (natural gas or electric) for _____ (per therm or Kwh) every month for the next year.

Do you understand this? Customer must say yes.

You understand that, this fixed price program enrollment is for a minimum of 12 months. If you cancel prior to 12 month of service a fee of 10 cents times the previous year's usage as provided by utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) for unused commodity may apply.

Do you understand this? Customer must say yes.

In a few days, you will receive a letter from your local utility company (O&R, Con Edison, Central Hudson, National Fuel, National Grid, NYSG, RG&E) informing you that you have chosen to join the energy choice program with Phoenix Energy Group.

Please write down your confirmation number. State number to the customer. If you have any questions, please call us at 1-888-482-6240.

Thank you for choosing Phoenix Energy Group and enjoy your savings!

ATTESTATION

I, Sean Sheikh, hereby attest that Phoenix Energy Group, LLC, will comply with the requirements of the New York State's Environmental Disclosure Program for ESCO's electric customers.

Sean Sheikh

(NAME)

4/20/2017

DATE



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

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 anytime after MM/DD/YYYY.

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 15, 2011.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

110314000605

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION
OF

Phoenix Energy Group, LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

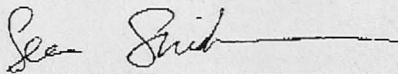
Phoenix Energy Group, LLC

SECOND: The county within this state in which the office of the limited liability company is to be located is: **New York**

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

244 5th Avenue, Suite 1536

New York, NY 10001



(signature of organizer)

Sean Sheikh

(print or type name of organizer)

110314000605

ARTICLES OF ORGANIZATION
OF

Phoenix Energy Group, LLC

(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

Filed by: Sean Sheikh
(Name)
244 5th Avenue, Suite 1536
(Mailing address)
New York, NY 10001
(City, State and ZIP code)

2011 MAR 14 PM 1:10

NOTE: This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

RECEIVED
2011 MAR 14 PM 12:03

llc
STATE OF NEW YORK
DEPARTMENT OF STATE
MAR 14 2011

DOS-1336 (Rev. 9/08)

ES

ES
652



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

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 1-888-482-6240 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 1-877-472-8411.

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

Electricity & Natural Gas Sales Agreement



Seller: Phoenix Energy Group, LLC
 33 Irving Place, 3rd Floor
 New York, NY 10003
 Tel: 212-400-4832 Fax: 917-522-9680

Buyer: _____ **Tax ID #:** _____

Address: _____ **Date:** _____

_____ **Email:** _____

Contact: _____ **Telephone:** _____

Account #: _____ **Utility (LDC):** _____

Term of Contract: **From:** _____ **To:** _____
 Or the one-year period commencing with the month of initial sales

Contract Type (Circle One or both)	Fixed: Natural Gas Electricity	Variable: Natural Gas Electricity
Price per kWh	Fixed \$ _____	Market Cap
Price per Therm	Fixed \$ _____	Electric Rate Capped \$ _____ / kWh
		Gas Rate Capped \$ _____ /therm
Length of Agreement	Fixed Based on Length of Fixed Price Contract Shown Above	Variable Month-to-Month
Rescission Policy	Customer may cancel contract within three business days of signing of contract by notifying ESCO	
Early Termination Fee	Fixed Fee based on the difference between current Commodity Market prices and the Commodity Market prices at the time of contract signing.	Variable None
Late Payment Fee	No late payment fee – The utility bills and collects on behalf of ESCO	
Contract Renewal	Fixed After the expiration of the initial contract term, the contract will renew on a month-to-month basis unless terminated by either party.	Variable Contract renews on a month-to-month basis unless terminated by either party.
Utility Price Matching	ESCO does not offer Utility Price Matching or guarantee savings.	

Contract Price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER. BUYER agrees to purchase from SELLER at the above price, all of the electricity requirements for the accounts listed above. Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Phoenix Energy Group, LLC

 SELLER

For: _____
 BUYER'S NAME

By: _____
 SIGNATURE

By: _____
 BUYER'S SIGNATURE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent one-year periods (Subsequent Term), unless terminated by either Party upon written notice, provided no later than 15 days prior to the expiration of the Initial Term or Subsequent Term then in effect. SELLER reserves the right to adjust the Contract Price for subsequent contract terms.

Payment: SELLER will bill BUYER for energy delivered to the LDC according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: You may obtain additional information by contacting SELLER at 1-888-482-6240 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, by telephone at 1-888-697-7728 or through its website at <http://www.dps.state.ny.us>.

Energy Delivery: SELLER will cause the energy to be delivered to the applicable Utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the Utility or ISO (the "Delivery Point"), at our sole cost and expense. Each Utility will be responsible for receiving the energy and distributing it to the Facilities. Title to and risk of loss related to the energy will transfer from us to you at the Delivery Point. If we fail to deliver all or part of your energy requirements, we will pay any Energy Imbalance Charges on account of such failure; except and to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Con Ed (800) 752-6633**

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute.

For Non Residential customers, the Department of Public Service will not resolve their disputes. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending. The alternative energy provider line for inquiries is 1-888-697-7728.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Utility Curtailment Notices: BUYER will notify SELLER of and fully comply with all Utility curtailment or interruption orders or similar notices by a Utility requiring the interruption or curtailment of your energy usage (a "Utility Curtailment Notice") and pay any and all Energy Imbalance Charges resulting from your failure to so comply.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

Electricity & Natural Gas Sales Agreement



Seller: Phoenix Energy Group, LLC
 33 Irving Place, 3rd Floor
 New York, NY 10003
 Tel: 212-400-4832 Fax: 917-522-9680

Buyer: _____ **Tax ID #:** _____

Address: _____ **Date:** _____

_____ **Email:** _____

Contact: _____ **Telephone:** _____

Account #: _____ **Utility (LDC):** _____

Term of Contract: **From:** _____ **To:** _____
 Or the one-year period commencing with the month of initial sales

Contract Type (Circle One or both)	Fixed: Natural Gas Electricity	Variable: Natural Gas Electricity
Price per kWh	Fixed \$ _____	Variable kWh Price Based on NYISO Zonal Supply Costs
Price per Therm	Fixed \$ _____	Variable Therm Price Based on ESCO City Gate Supply Costs
Length of Agreement	Fixed Based on Length of Fixed Price Contract Shown Above	Variable Month-to-Month
Rescission Policy	Customer may cancel contract within three business days of signing of contract by notifying ESCO	
Early Termination Fee	Fixed Fee based on the difference between current Commodity Market prices and the Commodity Market prices at the time of contract signing.	Variable None
Late Payment Fee	No late payment fee – The utility bills and collects on behalf of ESCO	
Contract Renewal	Fixed After the expiration of the initial contract term, the contract will renew on a month-to-month basis unless terminated by either party.	Variable Contract renews on a month-to-month basis unless terminated by either party.
Utility Price Matching	ESCO does not offer Utility Price Matching or guarantee savings.	

Contract Price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER. BUYER agrees to purchase from SELLER at the above price, all of the electricity requirements for the accounts listed above. Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Phoenix Energy Group, LLC

 SELLER

For: _____
 BUYER'S NAME

By: _____
 SIGNATURE

By: _____
 BUYER'S SIGNATURE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent one-year periods (Subsequent Term), unless terminated by either Party upon written notice, provided no later than 15 days prior to the expiration of the Initial Term or Subsequent Term then in effect. SELLER reserves the right to adjust the Contract Price for subsequent contract terms.

Payment: SELLER will bill BUYER for energy delivered to the LDC according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: You may obtain additional information by contacting SELLER at 1-888-482-6240 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, by telephone at 1-888-697-7728 or through its website at <http://www.dps.state.ny.us>.

Energy Delivery: SELLER will cause the energy to be delivered to the applicable Utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the Utility or ISO (the "Delivery Point"), at our sole cost and expense. Each Utility will be responsible for receiving the energy and distributing it to the Facilities. Title to and risk of loss related to the energy will transfer from us to you at the Delivery Point. If we fail to deliver all or part of your energy requirements, we will pay any Energy Imbalance Charges on account of such failure; except and to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Con Ed (800) 752-6633**

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute.

For Non Residential customers, the Department of Public Service will not resolve their disputes. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending. The alternative energy provider line for inquiries is 1-888-697-7728.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Utility Curtailment Notices: BUYER will notify SELLER of and fully comply with all Utility curtailment or interruption orders or similar notices by a Utility requiring the interruption or curtailment of your energy usage (a "Utility Curtailment Notice") and pay any and all Energy Imbalance Charges resulting from your failure to so comply.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

Natural Gas & Electricity Sales Agreement

Seller: Phoenix Energy Group, LLC
 33 Irving Place, 3rd Floor
 New York, NY 10003
 Tel: 1-888-482-6240 Fax: 917-522-9680

Buyer: _____ **SS# or Tax ID #:** _____

Address: _____ **Date:** _____

_____ **Email:** _____

Contact: _____ **Telephone:** _____

Account #: _____ **Utility (LDC):** _____

Term of Contract: **From:** _____ **To:** _____
 Or the one-year period commencing with the month of initial sales

Contract Type (Circle One or both)	Fixed: Natural Gas Electricity	Variable: Natural Gas Electricity
Price per kWh Price per Therm	Fixed \$ _____ Fixed \$ _____	Variable kWh Price Based on NYISO Zonal Supply Costs Therm Price Based on ESCO City Gate Supply Costs
Length of Agreement	Fixed Based on Length of Fixed Price Contract Shown Above	Variable Month-to-Month
Rescission Policy	Customer may cancel contract within three business days of signing of contract by notifying ESCO	
Early Termination Fee	Fixed Fee based on the difference between current Commodity Market prices and the Commodity Market prices at the time of contract signing.	Variable None
Late Payment Fee	No late payment fee – The utility bills and collects on behalf of ESCO	
Contract Renewal	Fixed After the expiration of the initial contract term, the contract will renew on a month-to-month basis unless terminated by either party.	Variable Contract renews on a month-to-month basis unless terminated by either party.
Utility Price Matching	ESCO does not offer Utility Price Matching or guarantee savings.	

Contract Price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER. BUYER agrees to purchase from SELLER at the above price, all of the electricity requirements for the accounts listed above. Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Phoenix Energy Group, LLC

 SELLER

For: _____
 BUYER'S NAME

By: _____
 SIGNATURE

By: _____
 BUYER'S SIGNATURE

 TITLE

 TITLE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent one-year periods (Subsequent Term), unless terminated by either Party upon written notice, provided no later than 15 days prior to the expiration of the Initial Term or Subsequent Term then in effect. SELLER reserves the right to adjust the Contract Price for subsequent contract terms.

Payment: SELLER will bill BUYER for energy delivered to the LDC according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: You may obtain additional information by contacting SELLER at 1-888-482-6240 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, by telephone at 1-888-697-7728 or through its website at <http://www.dps.state.ny.us>.

Energy Delivery: SELLER will cause the energy to be delivered to the applicable Utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the Utility or ISO (the "Delivery Point"), at our sole cost and expense. Each Utility will be responsible for receiving the energy and distributing it to the Facilities. Title to and risk of loss related to the energy will transfer from us to you at the Delivery Point. If we fail to deliver all or part of your energy requirements, we will pay any Energy Imbalance Charges on account of such failure; except and to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Con Ed (800) 752-6633**

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute.

For Non Residential customers, the Department of Public Service will not resolve their disputes. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending. The alternative energy provider line for inquiries is 1-888-697-7728.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Utility Curtailment Notices: BUYER will notify SELLER of and fully comply with all Utility curtailment or interruption orders or similar notices by a Utility requiring the interruption or curtailment of your energy usage (a "Utility Curtailment Notice") and pay any and all Energy Imbalance Charges resulting from your failure to so comply.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

Electricity Sales Agreement –Residential

Seller: Phoenix Energy Group, LLC
 33 Irving Place, 3rd Floor
 New York, NY 10003
 Tel: 1-888-482-6240 Fax: 917-522-9680

Buyer: _____ **SS# or Tax ID #:** _____

Address: _____ **Date:** _____

Contact: _____ **Telephone:** _____

Account #: _____ **Utility (LDC):** _____

Term of Contract: **From:** _____ **To:** _____
 Or the one-year period commencing with the month of initial sales

Contract Type (Circle One)	Fixed Price Based on Current NYMEX Forward Pricing	Variable Price Based on NYISO Zonal Supply Costs
Price per kWh	Fixed \$ _____	Variable \$ _____
Length of Agreement	Fixed Based on Length of Fixed Price Contract Shown Above	Variable Month-to-Month
Rescission Policy	Customer may cancel contract within three business days of signing of contract by notifying ESCO	
Early Termination Fee	Fixed Fee based on the difference between current NYMEX prices and the NYMEX prices at the time of contract signing.	Variable None
Late Payment Fee	No late payment fee – The utility bills and collects on behalf of ESCO	
Contract Renewal	Fixed After the expiration of the initial contract term, the contract will renew on a month-to-month basis unless terminated by either party.	Variable Contract renews on a month-to-month basis unless terminated by either party.
Utility Price Matching	ESCO does not offer Utility Price Matching or guarantee savings.	

Contract Price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER. BUYER agrees to purchase from SELLER at the above price, all of the electricity requirements for the accounts listed above. Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Phoenix Energy Group, LLC

 SELLER

For: _____
 BUYER'S NAME

By: _____
 SIGNATURE

By: _____
 BUYER'S SIGNATURE

 TITLE

 TITLE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent one-year periods (Subsequent Term), unless terminated by either Party upon written notice, provided no later than 15 days prior to the expiration of the Initial Term or Subsequent Term then in effect. SELLER reserves the right to adjust the Contract Price for subsequent contract terms.

Payment: SELLER will bill BUYER for energy delivered to the LDC according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: You may obtain additional information by contacting SELLER at 1-888-482-6240 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, by telephone at 1-888-697-7728 or through its website at <http://www.dps.state.ny.us>.

Energy Delivery: SELLER will cause the energy to be delivered to the applicable Utility or ISO at any point of interconnection between the applicable third party transmission systems and those of the Utility or ISO (the "Delivery Point"), at our sole cost and expense. Each Utility will be responsible for receiving the energy and distributing it to the Facilities. Title to and risk of loss related to the energy will transfer from us to you at the Delivery Point. If we fail to deliver all or part of your energy requirements, we will pay any Energy Imbalance Charges on account of such failure; except and to the extent such failure is excused or caused by (i) Force Majeure, (ii) a default by you, or (iii) a Utility Curtailment Notice.

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Con Ed (800) 752-6633**

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute.

For Non Residential customers, the Department of Public Service will not resolve their disputes. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending. The alternative energy provider line for inquiries is 1-888-697-7728.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Utility Curtailment Notices: BUYER will notify SELLER of and fully comply with all Utility curtailment or interruption orders or similar notices by a Utility requiring the interruption or curtailment of your energy usage (a "Utility Curtailment Notice") and pay any and all Energy Imbalance Charges resulting from your failure to so comply.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

Natural Gas Sales Agreement – Firm Service -Residential

Seller: Phoenix Energy Group, LLC
 33 Irving Place, 3rd Floor
 New York, NY 10003
 Tel: 1-888-482-6240 Fax: 917-522-9680

Buyer: _____ **Tax ID #:** _____

Address: _____ **Date:** _____

Contact: _____ **Telephone:** _____

Account #: _____ **Utility (LDC):** _____

Term of Contract: **From:** _____ **To:** _____
 Or the one-year period commencing with the month of initial sales

Contract Type (Circle One)	Fixed Price Based on Current NYMEX Forward Pricing	Variable Price Based on ESCO City Gate Supply Costs
Price per Therm	Fixed \$ _____	Variable \$ _____
Length of Agreement	Fixed Based on Length of Fixed Price Contract Shown Above	Variable Month-to-Month
Rescission Policy	Customer may cancel contract within three business days of signing of contract by notifying ESCO	
Early Termination Fee	Fixed Fee based on the difference between current NYMEX prices and the NYMEX prices at the time of contract signing.	Variable None
Late Payment Fee	No late payment fee – The utility bills and collects on behalf of ESCO	
Contract Renewal	Fixed After the expiration of the initial contract term, the contract will renew on a month-to- month basis.	Variable Contract renews on a month-to-month basis.
Utility Price Matching	ESCO does not offer Utility Price Matching	

Contract Price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER. BUYER agrees to purchase from SELLER at the above price, all of the natural gas requirements for the accounts listed above. SELLER will deliver a quantity that is necessary to meet BUYER'S City Gate requirements based on the consumption information that SELLER receives from BUYER'S local distribution company (LDC). The City Gate is defined as the boundary of the LDC's territory. The delivery point will be the City Gate station(s) of BUYER'S LDC(s). The sales point (where you receive title) will be a point outside of New York State. SELLER will aggregate BUYER'S natural gas supply requirements with SELLER's natural gas supply portfolio. BUYER agrees to designate SELLER to act as BUYER'S agent in administering contracts with the LDC and to arrange for the transportation of BUYER'S gas from the sales point to the delivery point. Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Phoenix Energy Group, LLC

 SELLER

For: _____
 BUYER'S NAME

By: _____
 SIGNATURE

By: _____
 BUYER'S SIGNATURE

 TITLE

 TITLE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent one-year periods (Subsequent Term), unless terminated by either Party upon written notice, provided no later than 15 days prior to the expiration of the Initial Term or Subsequent Term then in effect. SELLER reserves the right to adjust the Contract Price for subsequent contract terms.

Payment: SELLER will bill BUYER for gas delivered to the LDC City Gate according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: You may obtain additional information by contacting SELLER at 1-888-482-6240 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, by telephone at 1-888-697-7728 or through its website at <http://www.dps.state.ny.us>.

Title: BUYER and SELLER agree that title and risk of loss of the gas sold under this Agreement will transfer from SELLER to BUYER at the sales point(s).

Transportation: SELLER agrees to transport gas to the sales point(s). SELLER will arrange for transportation from the sales point(s) to the delivery point(s) as BUYER'S agent. BUYER will receive a separate bill from BUYER'S LDC for transporting gas from the delivery point(s) to BUYER'S meter(s).

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Keyspan (800) 490-0045 - Con Ed (800) 752-6633**

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute.

For Non Residential customers, the Department of Public Service will not resolve their disputes. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending. The alternative energy provider line for inquiries and complaints is 1-888-697-7728.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

Phoenix Energy Group, 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 Phoenix Energy Group, 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. Phoenix Energy Group, LLC will monitor marketing scripts and review telemarketing calls to maintain service quality
5. Cramming will be prevented as Phoenix Energy Group, LLC will use utility consolidated billing in the service territories where it operates, thereby limiting the items included on the bill.
6. Phoenix Energy Group, LLC will implement and follow the provisions of the Marketing Training and Quality Assurance program.
7. Phoenix Energy Group, LLC marketing representatives will display the appropriate Photo Identification.



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

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. ("Phoenix Energy Group, LLC") authorized by the customer to receive the information.

1. Phoenix Energy Group, 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. Phoenix Energy Group, 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 Phoenix Energy Group, LLC obtained proper customer authorization if Phoenix Energy Group, LLC is eligible to provide service and submits a valid information request.
3. Phoenix Energy Group, LLC shall retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records shall be provided by Phoenix Energy Group, 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 Phoenix Energy Group, LLC.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access Phoenix Energy Group, LLC to information about the customer.
5. Phoenix Energy Group, LLC shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.

Customer Information Provided to Phoenix Energy Group, LLC¹

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

¹ Upon enrollment of a customer, Phoenix Energy Group, 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 Phoenix Energy Group, LLC issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.

a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of Phoenix Energy Group, LLC's enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon Phoenix Energy Group, 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 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 Phoenix Energy Group, 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 Phoenix Energy Group, LLC's enrollment request, a distribution utility shall provide the following billing information for an electric account, as applicable:

- 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 Phoenix Energy Group, LLC's electronic or written affirmation that the customer provided authorization for release of the information to Phoenix Energy Group. 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 Phoenix Energy Group, 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 Phoenix Energy Group, 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

Phoenix Energy Group 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, Phoenix Energy Group, 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.



Phoenix Energy Group, LLC
Marketing Training
and
Quality Assurance Program

Dated: 4/20/2017

Phoenix Energy Group, LLC Marketing Training and Quality Assurance Program

I. Introduction

The goal of **Phoenix Energy Group, LLC** (“**Phoenix Energy Group**”) is to empower customers with the ability to make informed choices regarding the energy products and services offered by **Phoenix Energy Group** in the evolving competitive retail energy market. To achieve this goal it is necessary for customers during the marketing process and in their interactions with **Phoenix Energy Group** and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

The **Phoenix Energy Group** Marketing Training and Quality Assurance Program (“**Program**”) provides the requisite training and review standards that will govern the operation of **Phoenix Energy Group’s** marketing programs and modalities. This Program is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices, marketing representatives are conversant with the competitive retail energy market and the products and services offered by **Phoenix Energy Group**, and that the information provided to customers is accurate, relevant and understandable.

The Program will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

II. Training of Employee Representatives

- A. All individuals hired by **Phoenix Energy Group** to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:

1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the **Phoenix Energy Group** and the local distribution utility (“LDU”).
 2. Knowledge of the relevant sections of the New York Uniform Business Practices (“UBP”), with particular emphasis on Sections 10 and Attachments 1-3 of Section 5;
 3. Knowledge of other applicable laws, rules and regulations;
 4. Information concerning the products and services offered by **Phoenix Energy Group**, including details of **Phoenix Energy Group’s** rates, payment options, agreement terms, and the customers’ right to cancel, including the applicability of any early termination fee;
 5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers; and
 6. The requirement to provide the customer with a toll-free number from which the customer may obtain information about **Phoenix Energy Group’s** mechanisms for handling billing questions, disputes, and complaints.
 7. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. The representative should never make false or misleading representations including misrepresenting rates or savings offered by **Phoenix Energy Group**.

2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of **Phoenix Energy Group**.
3. In the case of in-person marketing, display the **Phoenix Energy Group** photo-ID.
4. The representative should never represent that the **Phoenix Energy Group** marketing representative is an employee or representative or acting on behalf of a distribution utility.
5. The representative should always cover the subjects listed in the Customer Disclosure Statement.
6. The representative must adhere to the standards applicable to each type of marketing approach.

Phoenix Energy Group will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment.

The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

III. Quality Assurance Program

Phoenix Energy Group will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with **Phoenix Energy Group**'s best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

A. In-House Telemarketing

1. **Phoenix Energy Group** will design and review the marketing script to be used for all sales solicitations.
2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.

3. The solicitation will be designed to comply with the provisions of UBP Section 5, Attachment 1 A-D.
4. The representative will be provided with current accurate data concerning the products and services offered by **Phoenix Energy Group**.
5. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
6. **Phoenix Energy Group** will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third party verification companies hired by **Phoenix Energy Group** or an automated voice verification system owned and operated by **Phoenix Energy Group**. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm to the customer's intent to either initiate and enroll supply service with **Phoenix Energy Group** or to continue or modify the service they receive from **Phoenix Energy Group**.
7. **Phoenix Energy Group** will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Phoenix Energy Group** will work with the representative to address any identified deficiency. **Phoenix Energy Group** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Phoenix Energy Group's** quality control standards.
8. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by **Phoenix Energy Group** as required under the UBP, using Sales Agreement forms that have been previously reviewed by **Phoenix Energy Group** counsel and submitted to the NYS Department of Public Service (Department).
9. **Phoenix Energy Group** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing

1. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Phoenix Energy Group**

or to continue or modify the service they receive from **Phoenix Energy Group**.

2. The website will incorporate the matters listed in the Customer Disclosure Statement.
3. The website will include the latest product offers available from **Phoenix Energy Group**.
4. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended.
5. Within 3 business days of final agreement to initiate service, **Phoenix Energy Group** will send an electronic confirmation notice to the customer at the customer's e-mail address.
6. **Phoenix Energy Group** will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

C. Door-to-Door Marketing (DTD)

1. This applies to DTD sales as codified in Section 426 of the NYS Personal Property Law, and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller.
2. All DTD sales representatives will, to the maximum possible extent, be retained as employees of **Phoenix Energy Group** and will be primarily compensated by salary rather than on a commission basis.
3. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP Section 10.C.1.

4. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the **Phoenix Energy Group** photo-ID; the salesperson shall inform the customer that he/she represents **Phoenix Energy Group**, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding **Phoenix Energy Group's** products and services immediately upon request which shall include **Phoenix Energy Group's** name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.
5. The sales person will also be instructed regarding the provisions of Section 426-431 of the NYS Personal Property Law.
6. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the UBP, including Section 5, Attachment 3 A-B, and Sections 426-431 of the NYS Real Property Law.
7. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with **Phoenix Energy Group's** standards. The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.
8. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
9. All representatives must perform verifications through either third party verification companies hired by **Phoenix Energy Group** or an automated voice verification system owned and operated by **Phoenix Energy Group**. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Phoenix Energy Group** or continue or modify the service they receive from **Phoenix Energy Group**. **Phoenix Energy Group** will design and review the script used for such DTD verification.

10. **Phoenix Energy Group** will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Phoenix Energy Group** will work with the representative to address any identified deficiency. **Phoenix Energy Group** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Phoenix Energy Group's** quality control standards.
11. **Phoenix Energy Group** will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Phoenix Energy Group** will work with the representative to address any identified deficiency. **Phoenix Energy Group** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Phoenix Energy Group's** quality control standards.
12. **Phoenix Energy Group** will design and review the marketing script and verifications to be used for all DTD sales solicitations.
13. **Phoenix Energy Group** will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with **Phoenix Energy Group**.
14. The DTD salesperson shall be required to wear a shirt and/or jacket provided by **Phoenix Energy Group** that contains the **Phoenix Energy Group** logo and otherwise dress in a neat and presentable manner.
15. The DTD salesperson shall be required to wear in a conspicuous location the **Phoenix Energy Group** photo-ID.

D. In Person Marketing (other than DTD)

1. **Phoenix Energy Group** will design and review the marketing script to be used for all sales solicitations.

2. The representative will be provided with current accurate data concerning the products and services offered by **Phoenix Energy Group**
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. **Phoenix Energy Group** will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Phoenix Energy Group** will work with the representative to address any identified deficiency. **Phoenix Energy Group** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Phoenix Energy Group's** quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by **Phoenix Energy Group** as required under the UBP, using Sales Agreement form that have been previously reviewed by **Phoenix Energy Group** counsel and submitted to the Department, that are designed to comply with UBP Section 5, Attachment 3 A-B.
6. **Phoenix Energy Group** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.
7. The salesperson shall be required to wear in a conspicuous location the **Phoenix Energy Group** photo-ID.
8. The training of the salespersons will, in addition to covering the items listed in Section II above, will also emphasize the provisions of UBP Section 10.C.1.

E. Direct Mail Marketing

1. **Phoenix Energy Group** will review and prepare all materials used in a direct mail solicitation.

2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.
3. **Phoenix Energy Group** will employ direct mail solicitations that are consistent with the UBP and applicable law.

F. External Marketing

This section outlines the procedures applied by **Phoenix Energy Group** where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of **Phoenix Energy Group**.

1. **Phoenix Energy Group** will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of **Phoenix Energy Group**.
2. **Phoenix Energy Group** will require the provision of at least two references.
3. **Phoenix Energy Group** will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. **Phoenix Energy Group** will provide the vendor **Phoenix Energy Group's** written training materials.
5. **Phoenix Energy Group** will prepare all sales and verification scripts used by the vendor.
6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by **Phoenix Energy Group**.
7. Vendors retained by **Phoenix Energy Group** must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
8. **Phoenix Energy Group** will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

IV. Dispute Resolution Process

Phoenix Energy Group will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

1. When **Phoenix Energy Group** receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.
3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, **Phoenix Energy Group** will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.
4. **Phoenix Energy Group** will cooperate with the Department and the Commission regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
5. In the event of any dispute involving a sales agreement and/or authorization, **Phoenix Energy Group** will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

V. Document Retention

Phoenix Energy Group will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.

VI. Modification

The Program may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.



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New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

Quarterly Billing Form

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

Under this plan, Phoenix Energy Group, 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 Phoenix Energy Group, LLC by MM/DD/YYYY.



33 Irving Place, 3rd Floor
New York, NY 10003
Phone: 212-400-4832
Fax: 917-522-9680

Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

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

Phoenix Energy Group, 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, **Phoenix Energy Group, LLC** may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by MM/DD/YYYY, Phoenix Energy Group, 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 Phoenix Energy Group, LLC at 1-888-482-6240.**

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 Phoenix Energy Group, LLC. If you and Phoenix Energy Group, LLC cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

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.



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

NOTICE OF ASSIGNMENT

Customer Name _____ For Service at: _____

Customer Account Number _____

PLEASE TAKE NOTICE that, on [Effective Date], Phoenix Energy Group, LLC will assign its Contract with _____ (Customer), dated ___ (original date of contract) _____, to [Name of New ESCO] as provided in the 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 Phoenix Energy Group, LLC. as a result of this assignment.



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

Date

Customer Name

Customer Address

Account Number

Re: Discontinuance of Service

Dear (Customer),

This letter is to inform you that effective _____, (15 calendar days notice) Phoenix Energy Group, LLC will discontinue providing retail electricity services in your area. Your Terms of Service Agreement (“Agreement”) Phoenix Energy Group, 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 Phoenix Energy Group, LLC. at 1-888-482-6240.

Sincerely,

Phoenix Energy Group, LLC



33 Irving Place, 3rd Floor
New York, NY 10003

Phone: 212-400-4832

Fax: 917-522-9680

NOTICE OF TRANSFER OF 5000 OR MORE CUSTOMERS

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and Phoenix Energy Group, LLC, all of Phoenix Energy Group, LLC 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 _____.

PHOENIX ENERGY GROUP, LLC confirms that in accordance with the New York State Public Service Commission's Technical Operating Profile for EDI In New York, Supplement 1, Version 1.2, dated September 11, 2006, demonstrated with Con Edison the successful fulfillment of EDI Phase III testing for the following transactions: 814 Enrollment Request & Response, 814 Drop Request & Response, 814 Consumption History Request, 867 Consumption History, 867 Monthly Usage, 824 Application Advice and the 997 Functional Acknowledgement.

PHOENIX ENERGY GROUP, LLC confirms that in accordance with the New York State Public Service Commission's Technical Operating Profile for EDI In New York, Supplement 2 - 814 Change (Account Maintenance), Version 1.0, dated May, 29, 2002, demonstrated with Consolidated Edison Company of New York, Inc. (Con Edison) the successful fulfillment of EDI Phase III testing for the following transaction: 814 Change (Account Maintenance).

PHOENIX ENERGY GROUP, LLC confirms that in accordance with the New York State Public Service Commission's Technical Operating Profile for EDI in New York, Supplement 3 - 814 Reinstatement, Version 1.0, dated August 12, 2002, demonstrated with Consolidated Edison Company of New York, Inc. (Con Edison) the successful fulfillment of EDI Phase III testing for the following transaction: 814 Reinstatement.

PHOENIX ENERGY GROUP, LLC confirms that in accordance with the New York State Public Service Commission's Technical Operating Profile for EDI In New York, Supplement 4 -810 Invoice Utility Consolidated Billing***, Version 3.0, dated June 20, 2003; the New York State Public Service Commission's Technical Operating Profile for EDI In New York, Supplement 6 - 820 Remittance, Version 1.0, dated January 14, 2002; and the New York State Public Service Commission's Technical Operating Profile for EDI In New York, Supplement 5 - 248 Account Assignment, Version 1.0, dated January 14, 2002; **PHOENIX ENERGY GROUP, LLC** demonstrated with Con Edison the successful fulfillment of EDI Phase III testing for the following transactions: 810 Invoice Utility Rate Ready, 820 Remittance Advice, 248 Account Assignment.

Regards,

A handwritten signature in black ink that reads "Sean Sheikh". The signature is written in a cursive style with a long horizontal line extending to the right.

Sean Sheikh
Director of Operations
212-400-4832



An authorized ESCO OF The
Retail Choice Program

Insert photo here

Phoenix Energy Group, LLC
Energy Consultant
Agent Code: 000

This card certifies that the holder is an authorized Energy Consultant
representing (insert ESCO name),

(212) 400-4832 / (888) 482-6240

Phoenix Energy Group, LLC

INVOICE

CUSTOMER NAME
STREET
CITY, STATE ZIP

Invoice Number:
Invoice Date:
Customer #:
Total Amount Due:
Amount Enclosed: _____

Energy Commodity Bill
Service Address:
Utility:

Invoice Date:
ESCO Acct. #:

Make Check Payable to:
ESCO Name
Address

Utility Acct #	Meter #	From	To	Usage	Price	Bill Amount	
GAS				_____ Therms			
ELECTRIC				_____ kWh			
						Subtotal	
						Previous Bal	
						Payments Rec.	
						Total due	

PAYMENT DUE UPON RECEIPT

A late payment Charge of 1.5% will accrue if payment is not received within 15 days.