

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

FAMILY ENERGY, INC.; MAJOR ENERGY SERVICES
LLC; and MAJOR ENERGY ELECTRIC LLC,

Petitioners,

For a Judgment Pursuant to New York CPLR Article 78

Albany County
Index No. 874-16

- against -

NEW YORK STATE PUBLIC SERVICE COMMISSION,

Respondent.

Jeffrey Donnelly hereby affirms pursuant to CPLR 2106 that:

1. I am the Director of Regulatory Affairs and Compliance at Family Energy, Inc. ("Family Energy"). I have worked for Family Energy for the past three years, and my duties include oversight of all corporate compliance and licensing, including all stakeholder relations with State Commissions and regulatory bodies. As such, I am fully familiar with the facts and circumstances presented herein.
2. Family Energy is a registered New York corporation with an office in Kings County, New York. Family Energy operates as an Energy Services Company ("ESCO") and has been authorized to operate as an ESCO in New York since 2009.
3. Family Energy currently has more than thirty employees working in various roles, including customer service, management, and clerical. Family Energy also contracts with outside vendors and sales representatives.

4. Family Energy has had a positive and compliant relationship with the Public Service Commission (“PSC”) and the Staff of the Department of Public Service (“Staff”), and frequently interacts with the Commission to ensure that its customers are receiving optimal service.

5. Family Energy has been a member of the National Energy Marketers Association (“NEMA”) since January 2013.

6. I make this affidavit in support of Petitioners’ motion for a stay prohibiting the PSC from enforcing its “Order Resetting Retail Energy Markets and Establishing Further Process” (“Reset Order”), issued and effective February 23, 2016, without first providing adequate notice or satisfying the requirements of the New York State Administrative Procedure Act (“SAPA”) and unlawfully mandating the rates that ESCOs can charge their customers.

The Reset Order and Prior Proceedings

7. On February 23, 2016, the PSC promulgated a regulation completely rewriting the rules of the retail energy market by requiring ESCOs such as Family Energy to change the terms of existing customer contracts for mass market consumers.

8. The Order requires ESCO contracts to comply with the following significant and sweeping changes:

Effective ten calendar days from the date of this Order, ESCOs shall only enroll new mass market customers or renew existing mass market customers in gas or electric service if at least one of the following two conditions is met: (1) enrollment where the contract guarantees that the customer will pay no more than were the customer a full-service customer of the utility; or (2) enrollment based on a contract for an electricity product derived from at least 30% renewable sources. In addition, ESCOs must receive affirmative consent from a mass market customer prior to renewing that customer from a fixed rate or

guaranteed savings contract into a contract that provides renewable energy but does not guarantee savings. Finally, ESCOs that currently serve mass market customers through month-to-month variable rate agreements must enroll those customers in a compliant product at the end of the current billing cycle or return the customers to utility supply service.

9. In February 2014, the Commission adopted similar sweeping market changes, including protections aimed at *low-income* customers. (R. 3334, 3355-60). The order was, in part, based on the Commission's unsupported claim that the market was not "workably competitive." (R. 3342-43). Contrary to Respondent's claims that Family Energy failed to exhaust its administrative remedies, NEMA, of which Family Energy is a member (*see* ¶ 5, *supra*), made a motion for rehearing in 2014 regarding the PSC's February 2014 Order (R. 3622).

10. NEMA specifically objected to the PSC's characterization of the market as not workably competitive, noting that, among other structural problems in the market, the "utility rate structures . . . lack transparency, do not reflect current market conditions and are permitted to include utility rate deferrals" and that such problems "prohibit any sort of meaningful comparison between utility and ESCO product offerings." (R. 3623).

11. NEMA also objected to the PSC's conclusion that insufficient value-added products offerings were being provided or that they provided little value. It specifically cited "the ability to convert a variable rate product to a fixed rate product to provide known future prices" as an example of a value-added product that the Commission simply did not account for. (R. 3623-24).

12. Importantly, the February 2014 Order was stayed by the Commission and the low-income portion was never implemented due to privacy concerns.

13. With respect to the low-income aspect of the February 2014 Order, the intent of the low-income protections was to prevent waste of limited ratepayer and taxpayer funding for what the Commission perceived to be overpriced ESCO commodity services. (R. 3355-60).

14. The Commission's analysis was flawed because there is no way to know whether the rates that Staff considered to be "overcharged" included fixed prices or other bundled items of value that utilities simply don't provide.

15. Family Energy has never been specifically focused on marketing to low-income customers, and therefore, participation in related regulatory issues has not been a priority for us. While we believe all customers should be entitled to the energy choices that Family Energy and similar ESCOs provide, the electric and gas demand of such customers is simply so low that serving them is uneconomic for our business model.

16. As a result, we did not follow or participate directly in the low-income collaborative in proceeding in Case 12-M-0476, nor did we comment on the report that was produced from that collaborative process.

17. Frankly, the idea of applying protections that were specifically aimed at low-income customers and protection of limited resources to the entire market does not make sense, since the rationale for the low-income protections was aimed at conserving limited state funds to help the most low-income customers, not to make adjustments to the mass market generally. (R. 3355-60).

18. Since we did not participate in the low-income collaborative, Family Energy therefore had no notice or opportunity to object to the concept of expanding the

already unworkable low-income protections to all mass-market customers, a concept that was well outside the scope of that proceeding.

19. We were, quite literally, taken by surprise when the Reset Order adopted that proposal and applied it to all mass-market customers.

Scherer Affidavit

20. The Affidavit of LuAnn Scherer in Support of Respondent's Answer and Memorandum of Law, sworn to March 28, 2016 ("Scherer Aff. III"), contains many inaccuracies and conclusory statements, and is quite frankly, just as flawed as the Reset Order itself.

21. In fact, many of the claims in Ms. Scherer's affidavit are directly contradicted by the Commission's past orders, the Uniform Business Practices ("UBP") or by comments of the agency Staff in recent collaborative meetings.

22. At the outset, Ms. Scherer claims that "the vast majority of products available from ESCOs . . . do not include any energy-related value-added products" and that "the products generally include commodity-only variable or fixed-rate products, green energy products, and products that include a non-energy-related benefit like frequent flier miles or gift cards." (Scherer Aff. III, at ¶ 9).

23. The implication of this statement is that none of these products include value-added benefits. In fact, fixed-rate products have long been recognized by the agency as value-added products because they provide price-certainty to customers. (Such as in the February 2014 Order, R. 3344). Likewise, renewable energy products provide value-added services, as recognized implicitly by their retention in the Reset Order.

24. Ms. Scherer complains that variable rate month-to-month contracts may be subject to price changes each month without notice or consent. (Scherer Aff. III, at ¶ 12). In fact, the Uniform Business Practices permit such changes as they exclude price changes from the definition of “material change” that would otherwise require notice. *See* UBP, Section 5(d). If anything, this problem reflects a regulatory failure (and one which is correctible).

25. Ms. Scherer claims that “[m]any mass market ESCO customers are victims of high-pressure sales tactics, deceptive marketing or both” (Scherer Aff. III, at ¶ 12) and that nonetheless, where marketing practices violate the rules, “customers often have no evidence of that deception.” (Scherer Aff. III, at ¶ 14).

26. In fact, as described more fully below, the Uniform Business Practices have required Third-Party Verification (“TPV”) since February 2015, when many of the measures adopted in the February 2014 Order took effect. Furthermore, Family Energy has voluntarily performed Third-Party Verification since 2013, two years before the rest of the industry. This process results in a recording demonstrating that no misrepresentation occurred.

27. Ms. Scherer makes the unbelievably broad and sweeping generalization that “I believe that most of the new or renewed contracts precluded by the Reset Order would result in customers paying higher prices for few or no benefits.” (Scherer Aff. III, at ¶ 16).

28. Unless Ms. Scherer has advance knowledge of commodity market prices, there is no way that she can make that prediction. Certainly, it cannot be ruled out

that many customers might save money. This would particularly be the case, for example, if the customer is on a fixed-price product during a time of rising energy prices.

29. In fact, during recent collaborative meetings, Ms. Scherer acknowledged this in discussing the polar vortex. She stated that:

You know, the Commission has also said that a fixed-rate product is a value-added product. So, because, you know, it's price certainty for customers. And if you were one of the people that had a value-added, fixed-rate product during the polar vortex you did, to the extent that ESCOs honored their agreements, which there were several that didn't. But to the extent that ESCOs honored their agreements, customers benefitted from lower prices.

See Puchner Aff. II, Exh. B (Collaborative Mar. 29, 2016, Excerpt #3).

30. Ms. Scherer mentions various market advantages that she claims should allow ESCOs to offer a guaranteed savings product. For example, Ms. Scherer notes that ESCOs have "greater flexibility with respect to hedging practices." (Scherer Aff. III, at ¶¶ 24-25).

31. However, as discussed more fully below, it is very difficult to compare or predict utility prices because of various factors, including the utilities' ability to smooth supply prices over time through rate cases.

32. Ms. Scherer acknowledged this several times during the recent collaborative meetings:

[I]t's no secret that the utility can do off-cycle adjustments. That's a big thing. I mean, if you can do true-ups for what happened in the third-quarter, you can do those true-ups in the fourth quarter. The ESCOs don't have the ability to do that.

See Puchner Aff. II, Exh. B (Collaborative Mar. 28, 2016, Excerpt #1)

I think...the discussion was that the parties talked about how difficult it was to benchmark against the utility price because of the inequities, the timing issues . . .

...

So, one of the examples...that I know you're well aware of is the...during the polar vortex, NIMO was able to spread the cost of the impact of the polar vortex over a certain number of billing periods...over a six-month period. The ESCOs don't really have the ability to do that and I mean some would argue that NIMO shouldn't have been able to do it either.

See Puchner Aff. II, Exh. B (Collaborative Mar. 28, 2016, Excerpt #2).

33. In another exchange, Ms. Scherer stated simply, “[y]ou’ve all kind of convinced us that the utility comparison is not the way to do it.” *See* Puchner Aff. II, Exh. B (Collaborative Mar. 28, 2016, Excerpt #4).

34. For these reasons, Ms. Scherer’s claim that ESCOs should be able to provide guaranteed savings due to their hedging abilities is not credible, since she concedes that utilities have the ability to spread costs over time through rate cases, a practice that she also concedes makes price comparison or prediction infeasible.

35. Ms. Scherer’s claim that the exemption for ESCO customers from local sales taxes supports guaranteed pricing is also incorrect. (Scherer Aff. III, at ¶ 25). However, the tax savings is passed through to the customer and does not financially advantage the ESCOs. In my experience, the tax savings in most communities is minimal in relation to supply costs in those areas.

36. Ms. Scherer also suggests that the guaranteed savings product is viable because “on information and belief, at least one ESCO offered a guaranteed savings product prior to the issuance of the Reset Order.” (Scherer Aff. III, at ¶ 26).

37. However, Ms. Scherer does not mention *who* this ESCO is or what the nature of their guaranteed product is, nor does she provide any information to support her claim that the product offering is economic.

38. Finally, Ms. Scherer cites to various complaint statistics as supporting the Reset Order. (Scherer Aff. III, at ¶ 13). However, Ms. Scherer does not indicate whether the referenced data is taken from the record and it does not appear to correspond with publicly available data. Indeed, the alleged complaint data contains no identifying information by which it can be verified or substantiated.

39. Ms. Scherer's complaint statistics reportedly provide data for the full calendar years of 2014 and 2015, but only part of 2013 and 2016. Review of the data only shows support for an increase in complaints in 2015 over the prior year, but is inconclusive for the remainder of the years provided. There is no support for the assertion that "customer complaints have increased **each year** since at least 2013" in the data provided. (Scherer Aff. III, at ¶ 13). This is representative of the kind of sweeping overstatements that that the Commission relied on in the Reset Order.

40. Furthermore, even accepting the data as true, it actually undercuts the PSC's arguments regarding the supposed need for the Reset Order. This is because the data shows Family Energy had a total of 28 complaints over the period of April 2013 to March 2016, which represents less than 0.1% of Family Energy's mass market customers during that period—demonstrating that the Reset Order is not sufficiently justified.

41. Importantly, complaint statistics are just that. They do not reflect whether any alleged complaint, whether for misrepresentation, price or otherwise, was ever proven. In fact, the PSC's administrative complaint handling process does not provide for

such allegations to be resolved in a manner where allegations are subjected to evidentiary proof.

Arbitrary and Capricious Agency Behavior

42. Reading Ms. Scherer's affidavit, it is evident that the impossible demands and short timeframe of the Reset Order were an intentional strategy to strip ESCOs of their customers.

43. As expressly noted, the Reset Order was designed in this way to prevent a "run on the bank" and specifically intended to force an end to all variable rate month-to-month contracts unless a virtually impossible guarantee is provided or, in the case of electricity, customers consent to higher-priced renewable energy. In other words, the Commission intended to "reset" these customers back to the default utility. (Scherer Aff. III, at ¶¶ 18-19).

44. In the case of Family Energy, the Reset Order would require us to lose a substantial portion of our over 25,000 month-to-month variable rate customers. Approximately 30% of those customers are gas customers for whom no compliant option is available under the Reset Order. This is because there is no renewable energy option for gas customers and because we cannot guarantee savings. As a result, all gas month-to-month variable rate customers must be returned to the utility default service.

45. With respect to electric variable rate customers, as further explained below, even if we could develop a renewable variable rate product that is compliant with the Reset Order, the requirement to obtain affirmative consent of customers will mean that the vast majority of these customers will be lost as well. Based on my experience in marketing energy services and customer response rates, requiring affirmative consent in response to

such a notice (or by phone contact) would mean we would lose approximately 80-85% of these customers. This is based on Family Energy's historical customer retention and acquisition percentages.

46. The fact that the Commission intentionally omitted a fixed-rate option is telling. As noted above, the Commission has acknowledged that fixed-rate products are value-added services. Upon information and belief, the Commission excluded this option from the Reset Order so that the variable rate customers could not be retained in fixed-rate contracts and ESCOs would be forced to return these customers to the utility. Ms. Scherer specifically notes this in her affidavit, complaining that the customers could be enrolled in new or renewed contracts. (*See* Scherer Aff. III, at ¶ 23).

47. Further, Family Energy has in excess of 90,000 fixed-rate customers. These customers have contract terms that expire at dates spread throughout the calendar year. Thus, at any given time, there are thousands of fixed-rate customers who need to be renewed into a compliant product. Under the Reset Order, these customers will be lost in the same way as variable rate customers.

48. As guaranteed savings cannot be provided and no renewable option is available, expiring fixed-rate gas customers will be lost to the utility. As noted above, with respect to electric customers the only option is to convert these customers to the variable rate renewable energy product which requires affirmative consent. The requirement to obtain affirmative consent to enroll customers in a hypothetical compliant renewable product would result in a significant loss of customers, in the range of 80 to 85% lost (for the reasons stated above). Again, this is the specific "reset" to default utility service that the Commission intended.

49. Importantly, Family Energy has had many of these customers for several years, regardless of whether they are in a month-to-month or long-term contract. We have specific contractual arrangements governing each parties' rights and obligations, including renewal terms. Quite frankly, the large majority of these customers renew month after month, and year after year, consistent with their choice of Family Energy. (True and accurate (redacted) copies of Family Energy's most recently filed contracts are attached as **Exhibit A**).

50. Thus, if and when it becomes effective, the Reset Order will significantly impact our ongoing contractual relations with tens of thousands of customers in New York.

51. The Reset Order and its imminent implementation have created serious uncertainty in the ESCO industry. The uncertainty is compounded by the fact that the Reset Order called for a "sixty-day period" during which further comments were to be solicited and the Commission would consider further refinements of the retail market, including whether the requirements of the Reset Order "should be retained," what other energy-related value-added services should be available, among other issues. (R. 3189, 3207-08).

52. Further, the Commission's "Notice Seeking Comments on Resetting Retail Energy Markets for Mass Market Customers" and subsequent collaborative meeting process, with meetings held through March and April, raised additional questions and considerable market uncertainty regarding what products will be allowed, and when. (R. 3182-87).

53. Notwithstanding that the Commission's papers assert the validity of the Reset Order, Staff's comments in the recent collaborative meetings is critical evidence that the Order is fatally flawed and that the marketplace will be subject to continued uncertainty.

54. For example, the following are several important points that either suggest admitted flaws in the Reset Order or imminent changes that will create further uncertainty as our company tries, in good faith, to prepare for and comply with changes:

- Staff acknowledged the difficulty in comparing utility pricing to ESCO pricing, including the utilities' ability to make adjustments using rate cases, such as NIMO spreading the costs of the polar vortex over subsequent billing periods, something which ESCOs cannot do. *See* Puchner Aff. II, Exh. B, Collaborative Meeting, Mar. 28, 2016, Excerpts #1 & 2. Without meaningful comparison, it is impossible to provide any guarantee without significant financial risk.
- A recognition that value-added products such as airline miles, coffee cards or gift cards have value because they provide behavioral motivation to get the customer to pay attention to their utility bills. *Id.* at Excerpt #3.
- That, following the Reset Order, the Commission tasked Staff with developing "benchmark pricing" (i.e. **an alternative** to utility pricing) for three additional products and that white papers would be issued regarding such products. *See* Puchner Aff. II, Exh. B, Collaborative Meeting, Mar. 29, 2016, Excerpts #1 & 2.
- That the Commission has deemed fixed-rate products to be value-added and that such products benefitted customers during the polar vortex. *Id.* at Excerpt #3.
- That there were "significant gaps" in the Reset Order that needed to be addressed. *Id.* at Excerpt #4.
- That, Staff "feels confident" that if the Court's stay is lifted, the Commission would provide ESCOs with a period of time before the limited product offerings of Reset Order are enforced, while the ongoing regulatory process continues. *Id.* at Excerpt #5.

55. All of this suggests a truly arbitrary regulatory process. First, without warning the agency attempted to strip ESCOs of valuable customers—and intentionally so. Further, these comments acknowledge that some of those customers targeted for termination based on lack of value-added services would have been receiving value-added services in the form of fixed-rate service. In fact, agency Staff acknowledged that the Reset Order’s underlying methodology is based on a flawed premise that utility prices are comparable and predicable for purposes of the guaranteed savings. Further, in the face of imminent loss of their customers and the need to fundamentally alter their business models, ESCOs still face the uncertainty that the PSC may change the rules **again** in the very short term because it has acknowledged that the Reset Order contains “significant gaps.”

56. Importantly, **on the day after** Ms. Scherer professed the urgency of enforcing the Reset Order and lifting the Court’s stay in her affidavit, she professed that she was “confident” that the Commission **would not** restrict ESCO marketing to the two compliant products required by the Reset Order for an unspecified “period” while the regulatory process continues.

Reset Order Ambiguity

57. Under the current market design, it is difficult to develop a compliant product offering for mass market customers that guarantees savings compared to the utility. This is due to numerous factors, including: (1) the lack of transparency as to derivation of utility supply prices, (2) the ability of utilities to smooth supply prices over a period of time through rate cases, (3) the inconsistency in the timing of utility price changes across New York State, and (4) the inconsistency of methodology of determining utility prices. Of

course, as noted above, Staff has conceded that comparison to the utility price is deeply flawed.

58. Further compounding these issues is the so-called guidance from the agency regarding implementation of the Reset Order. The PSC issued *three* “guidance” documents in the period after the Reset Order with continually changing information that did little to illuminate a feasible method with which an ESCO such as Family Energy can develop a compliant product. Moreover, the so-called guidance fails to address a number of pressing issues, including the details and applicability of the new “affirmative consent” requirement, and details regarding development of compliant products, a problem that is exacerbated by the potential for the stay to be lifted before the ongoing regulatory process concludes and additional compliant products are permitted.

59. Importantly, agency Staff noted shortly after the Reset Order was issued that “the Order controls” —in other words, ESCOs rely on the guidance at their peril.

60. Even if Family Energy were able to develop a product and modify all contracts to comport with that product, the PSC could ultimately reject the product as non-compliant, resulting in the massive and unnecessary expenditure of our resources and placing us in the position of failing to comply with a regulation due to a complete lack of guidance and sufficient notice.

61. The difficulty of providing a compliant product is also exacerbated by the fact that Staff has promised that a mechanism to obtain data necessary to calculate what the customer would have paid for service from the utility will be developed in the future through the Electronic Data Interchange system, but this will not be available until at least

the fourth quarter of this fiscal year. Thus, the necessary tool for compliance is not even available yet. As a result, ESCOs are left without any real way to guarantee their product offerings are economic. Further, they can only provide a “true up” after the fact (once the Electronic Data Interchange system is developed for this purpose). This places tremendous risk on the ESCOs, simply to offer a compliant gas or non-renewable electric product.

Inconsistencies and Unsubstantiated Assertions of the PSC

62. The Reset Order compounds the damage of the state of regulatory uncertainty by removing the “cure period” from the UBP’s compliance process.

63. This means that an ESCO found to be in violation of the UBP a single time may be subjected to revocation of its ESCO license without an opportunity to cure the alleged violation. Reset Order, at 18.

64. For example, an alleged failure to comply with ambiguous notice requirements or a single allegation of deceptive marketing practices, could result in a Show Cause Order for revocation.

65. Likewise, the Commission could determine, after the fact, that one of our products developed in this period of extreme uncertainty was somehow non-compliant.

66. Loss of our license would be devastating to Family Energy, as it would require us to shut down our company in New York.

67. Even if we successfully challenged revocation of our license, we would still face the hurdles of recapturing lost customers, forming or re-forming contracts with third parties, and engaging in all the activities necessary to run our business. It may not be possible to accomplish these tasks while still remaining financially viable and, therefore, we

could be forced to shut down even if we successfully challenged the revocation of our license.

68. After such an event, based on past experience, I estimate that we would only be able to immediately recapture the business of 15-20% of our lost customers. This estimate is based on our historical customer acquisition and retention percentages.

69. The risk of losing our license is particularly concerning due to the considerable uncertainty created by the Reset Order, the guidance and the subsequent agency process which is still ongoing.

Renewable Energy

70. Although Staff maintains that, as of 2013, there is sufficient renewable energy for an individual ESCO to offer a compliant renewable product, it is speculative at best to assume that there exists sufficient renewable energy to meet the needs of **over 200 ESCOs** attempting to comply with the Reset Order. This is particularly so considering that the PSC's data is at least three years out of date. (*See* Affidavit of Peter Sheehan, sworn to Mar. 28, 2016, at ¶¶ 14-18).

71. Importantly, under the existing market rules before the Reset Order, ESCOs provided customers with options to source additional renewable energy beyond the standard mix mandated by the State (which is the amount supplied to all utility customers). To the extent that significant ESCO customers are returned to the utility because ESCOs cannot comply with the Reset Order's guaranteed pricing mandate it will result in a net decrease of renewable energy provided to New York customers. Further, ESCOs must receive affirmative consent in order to transition customers to variable rate renewable energy products, and as noted above, in my experience, the response rates can be expected

to be as low as 15%-20%. Therefore, upon information and belief, the net result will be less renewable energy supplied to New York customers.

Consumer Protections

72. The rationale for the Reset Order is partially predicated on unsubstantiated assertions that ESCOs are taking advantage of customers through so-called overcharging and other duplicitous methods.

73. Further, *Amici* make various allegations regarding past complaints against Family Energy.

74. These claims are highly suspect because Family Energy has numerous practices and safeguards in place to ensure that its customers, both existing and prospective, are provided with all pertinent information and understand all aspects of any contract they enter into with Family Energy.

75. Most importantly, Family Energy takes a variety of steps to ensure that it provides the highest quality customer service and product to its customer. As of February 2015, the UBP require all ESCOs to ensure that new customers are subject to a TPV process that confirms a new customer's knowledge of their change from the utility to an ESCO for supply and associated protections, and that no deceptive practices occurred. These protections significantly reduce or eliminate the possibility of slamming or misrepresentation in such sales. (A true and accurate (redacted) copy of Family Energy's TPV questionnaire is attached hereto as **Exhibit B**).

76. Family Energy has additional consumer protections above and beyond the requirements in the UBP. For instance, Family Energy also has incorporated additional questions in its TPV scripts that are designed to provide safeguards for seniors.

77. In addition, Family Energy also requires all salespersons to wear an identification badge, wear Family Energy identifiable clothing and begin their presentation by providing a business card that plainly states that Family Energy is not the utility.

78. Importantly, Family Energy has been utilizing this TPV process for all residential customers since 2013.

79. Most importantly, as noted above, customer complaints are not subject to any due process protections by which the ESCO can establish the truth of the allegations by the customer or agency staff. Instead, the process usually ends with the customer being released from the contract without penalty.

Irreparable Harm to Family Energy

80. Family Energy will be irreparably harmed in several respects absent a stay of enforcement of the Reset Order until the merits of these proceedings are resolved.

81. First, as described above, absent a stay, Family Energy will suffer the immediate loss of a substantial portion of our 25,000 variable rate month-to-month customers. We will necessarily lose all of our 10,000-plus natural gas variable rate customers because there is no compliant product to offer them.

82. Moreover, when the Reset Order becomes effective, absent regulatory changes, it would impact the renewal of well over 90,000 of our fixed-rate customers. As with variable rate customers, renewing fixed-rate gas customers would need to be returned to the utility, while most of the electric customers would be lost due to low response rates for obtaining customer consent. We will necessarily lose all of our 20,000 plus natural gas fixed-rate customers because there is no compliant product to offer them.

83. Importantly, the process of contacting all electric customers and attempting to obtain affirmative consent to transfer them to a renewable energy product, (which would in many cases result in an increase in their rates due to the inherently higher costs associated with renewable energy), will require expenditure of a large amount of our resources.

84. While it is extremely difficult to quantify our potential losses, we estimate that the value of these lost customers would be in excess of \$50,000,000 of gross revenue per year.

85. Since there is not adequate data on which to predict utility prices, complying with the "guarantee" requirement would necessarily require us to place the company at financial risk for any customers that were offered a guaranteed savings.

86. The Order would also require the immediate renegotiation of many existing agreements, including supply agreements with vendors, as well as third-party marketer agreements and could result in liability if orphaned contracts cannot be resolved by negotiation or due to inability to produce a financially viable compliant product. These agreements include Third Party Marketer Agreements, Sales office lease agreements, printing and distribution agreements, IT and service agreements and TPV vendor agreements. The effects of the Order would result in the termination of Third Party Marketer Agreements and Sales office lease agreements.

87. The abrupt change in market rules would likely impact our workforce and cause human resource issues as we adjust to very limited marketing opportunities, since only a renewable energy product could be offered (to the extent it can be developed).

Family Energy would have to reduce its head office human resources by approximately 10%, equating to more than 10 lost jobs.

88. Further, as noted above, the uncertainty created by the Reset Order and guidance places Family Energy at serious risk of complete shutdown of its business operations in New York. First, the Reset Order and guidance leaves the industry in significant doubt as to how and when the new “affirmative consent” requirement will be applied.

89. Moreover, to the extent over 5,000 month-to-month variable rate gas customers must be returned to the utility, it will be impossible to comply with the terms of the Reset Order (which requires them to be returned by the end of the current billing cycle). Reset Order, at 14. This is because there is a specific requirement in the UBP mandating that we provide 60 days’ notice to the utility and agency Staff before such transfer can occur. See UBP § 5.H.3. It is impossible to comply with both requirements.

90. Likewise, the uncertainty of the guidance and ongoing regulatory process means that we could very well develop a compliant product and modify contracts to offer that product only to have the PSC change the rules and render it non-compliant. This uncertainty places us in the difficult position of requiring significant resource expenditures to meet uncertain requirements, which may be imposed at any time if a stay is not in place.

91. These uncertainties are compounded by the Reset Order’s elimination of the cure period. Reset Order, at 18. Thus, based on any of the foregoing scenarios, Family Energy could be subjected to an Order to Show Cause for revocation of its license.

92. In the event that the Reset Order goes into effect, Family Energy will certainly face this risk due to its inability to comply with the 5,000 customer rule (UPB § 5.H.3) for its unserviceable month-to-month variable rate gas customers.

93. Importantly, based on my experience, once customers are lost our ability to recover those customers at some future date is severely limited, and estimated to be approximately 20% in the short term. This means that a “one-strike” (no cure period) revocation could result in somewhere between a total loss of the business (if the license is permanently lost) to an 80% loss in customers if we somehow resumed operation later.

94. If Family Energy were to lose its license, its losses would be in excess of \$65,000,000 annually.

95. Based on the above, absent a stay, Family Energy would suffer substantial and irreparable harm.

I affirm this 6th day of May, 2016, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that I am physically located outside the geographic boundaries of the United States, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

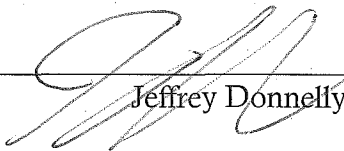

Jeffrey Donnelly

Exhibit A



Fixed Price Natural Gas and Electricity Supply Agreements

For Customer Service call [REDACTED]

NYC

These Agreements are for natural gas and/or electricity supply services between Family Energy Inc. ("Family") and the Customer ("You/Your") as outlined below.

ACCOUNT HOLDER INFORMATION

GRN045

Account Holder Name: _____
First Name Last Name

Service Address: _____
Street Address City State NY Zip -

Billing Address (if different from above): _____
Street Address City State Zip -

Telephone: _____ Cell: _____

Birthdate: _____ Email: _____
MM / DD / YYYY Preferred method of contact? Yes ☐ No ☐

NATURAL GAS AND ELECTRICITY FIXED PRICE PROTECTION PROGRAM INFORMATION

DOWNSTATE ELECTRICITY SUPPLY	DOWNSTATE NATURAL GAS SUPPLY
[REDACTED]/kWh for the first month Remainder of the term at [REDACTED]/kWh ☐ 2 years ☐ 3 years Utility Name _____ Electricity Account # _____	[REDACTED]/therm or ccf for the first month Remainder of the term at [REDACTED]/therm or ccf ☐ 2 years ☐ 3 years Utility Name _____ Gas Account # _____

FAMILY ENERGY'S EARTH SAVE PROGRAMS

GREEN ELECTRICITY: 100% electricity carbon footprint elimination	ECO GAS: 1.5 tonnes of the natural gas carbon footprint elimination*
 ☐ Initials for Green [REDACTED] kWh Family Energy in partnership with American Forests will plant a tree for each program selected.	☐ Initials for Green [REDACTED] therm/ccf
*Eco Gas footprint tonnage is dependent upon household usage (see Section 5). See Terms and Conditions for details.	

CUSTOMER DISCLOSURE STATEMENT INFORMATION:

- Family is licensed by the New York Public Service Commission ("NYPSC") to offer and supply natural gas and electricity supply services in New York.
- Family sets both the natural gas and/or electricity supply prices ("Price") for this Fixed Price Protection Program ("Program") as a fixed cost per kWh/therm or ccf, as selected above. The first month of any chosen program shall be at the discounted introductory price as shown above ("Introductory Price").
- Savings are not guaranteed under either the natural gas and/or electricity supply Agreement(s), and are dependent upon market conditions, however if the total supply cost You pay on the above chosen Program equals an amount greater than the total supply price of Your distribution utility for the same term, then You may receive up to [REDACTED] at the end of Your term. This credit does not apply to the costs associated with Family Energy's Earth Save Programs. See Section 5 & 6 of Terms and Conditions for details.
- The Term for both the natural gas or electricity supply agreements ("Agreement(s)") shall be either two (2) or three (3) years, as selected above ("Term") and shall include Family Energy's Earth Save Programs which consist of the Green Electricity Program ("Green Electricity") and/or Eco Gas Program ("Eco Gas") if selected above.
- The Term for both the natural gas or electricity supply agreements ("Agreement(s)") shall be as selected above ("Term") and shall include Family Energy's Earth Save Programs which consist of the Green Electricity Program ("Green Electricity") and/or Eco Gas Program ("Eco Gas") if selected above.
- By enrolling with Family Energy I will receive a fixed Price and may receive a reduction of certain distribution utility charges, which may include Merchant Function charges.
- Family may renew (includes automatic renewal) one or both of the Agreement(s) at the end of the Term. Family will send you a written renewal notice describing the renewal. Please refer to Section 3 of the Terms and Conditions for details.
- An early cancellation fee of [REDACTED] plus applicable taxes for each year or partial year remaining on the natural gas and/or electric supply Agreement(s) Term will apply if the Agreement(s) is/are terminated prior to the end of the Term selected above. (See Section 9 of Terms and Conditions for details).

☐ Please Initial **CUSTOMER AWARENESS:** You understand that the sales representative is representing Family Energy and is not from Your distribution utility. You understand that by choosing Family as Your energy supplier, Your distribution utility will continue to deliver Your energy, read Your meter, bill You, and respond to gas leaks and/or electric outages or any other emergency.

CONSUMERS RIGHTS TO CANCELLATION: YOU MAY CANCEL ONE OR BOTH AGREEMENTS AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF SIGNING AND RECEIVING THE AGREEMENT(S) WITHOUT PENALTY OR FURTHER OBLIGATION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM (WHICH I HAVE READ AND RECEIVED) FOR AN EXPLANATION OF THIS RIGHT.

(By signing below, I agree to purchase natural gas and/or electricity supply from Family and acknowledge that I have read this document and understand and agree to the Terms and Conditions of the Agreement(s).)

Signature (I have the authority to sign on behalf of the Account Holder)	Date Signed _____ MM DD YYYY
--	---------------------------------

Print Name	Relationship to Account Holder / Title
Representative Signature	Representative Name
Representative Number	TPV Confirm #

TOP COPY - RETURN TO FAMILY ENERGY / BOTTOM COPY AND TERMS & CONDITIONS - CUSTOMER COPY

Customer Service: [REDACTED]

PO BOX 967 Buffalo, NY 14240-0967

--To: Family Energy Inc. ("Family") and the Natural Gas Distribution Utility and Electric Distribution Utility ("NGDU/EDU") for the Service Address on this Agreement(s)

TERMS AND CONDITIONS

1. Agency. You hereby appoint Family as agent for the purposes of (i) acquiring the supplies necessary to meet Your natural gas and/or electricity supply needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those facilities of the NGDU/EDU needed to deliver natural gas and/or electricity to Your Service Address. The Agreement(s) is/are for the sale and purchase of natural gas and/or electricity and is between Family and the customer ("You/Your") under which You shall initiate natural gas and/or electricity supply service and begin enrollment with Family (the "Agreement(s)"). Subject to the Terms and Conditions of the Agreement(s), Family agrees to sell and deliver, and You agree to purchase and accept the quantity of natural gas and/or electricity, as estimated by Family, necessary to meet the requirements based upon consumption data obtained by Family or the delivery schedule of Your NGDU/EDU. The amount of natural gas and/or electricity delivered under the Agreement(s) is/are subject to change based upon data reflecting Your consumption obtained by Family or the NGDU/EDU delivery schedule. You are the account holder, or spouse of the account holder, over the age of 18 and authorized to make account decisions. You understand that continuing to receive the NGDU/EDU budget billing services will depend on Your NGDU/EDU. You will receive a letter from Your NGDU/EDU informing You that You have chosen Family as Your supplier for natural gas and/or electricity.

2. Length of Agreement(s). You acknowledge that the commencement of this Agreement begins on the date in which You have signed this Agreement ("Start Date"). Family will submit an enrollment request to Your NGDU/EDU on the Your behalf. You acknowledge that the service under this Agreement depends upon the date on which Your NGDU/EDU completes all applicable switching and enrollment processes. For a natural gas commodity customer, a change of providers is effective no later than fifteen (15) calendar days prior to the next regularly scheduled meter reading date or estimated usage date for billing purposes (Or the first day of the month, in accordance with the provisions set forth in Your NGDU tariff); and for an electric commodity customer, a change of providers is effective no later than five (5) business days prior to Your next regularly scheduled meter reading date or estimated usage date for billing purpose ("Supply Date"). You further acknowledge that the timing for the NGDU/EDU's completion of the switching and enrollment processes is beyond Family's control, and Family makes no warranties as to Your Supply Date. The end date of the Agreement(s) is the meter reading date after the entire Term of the Agreement(s) (as selected by You on the first page of the Agreement(s)) from the Supply Date, plus any time required to obtain a final meter read ("End Date"). The Term of Your Agreement is the period from the Supply Date to the End Date.

3. Agreement(s) Expiration/Renewal Provisions/Change in Terms. Family will send You written notice of the pending renewal of the Agreement(s) with an option to automatically renew ("Evergreen") not less than thirty (30) days and not more than sixty (60) days prior to when the automatic renewal is scheduled to occur. The Introductory Price applies only to the initial Term of the Agreement(s), not to the renewed Term. Family will explain Your options to You in this notification. The Agreement(s) will not be automatically renewed if the You contact Family in writing by the date specified in the renewal notice to advise that You do not wish one or both of the Agreements to continue. Family shall provide You with an additional notice not more than ten (10) days before the issuance of Your first billing statement under the Agreement(s) as renewed. This notice shall inform You of the new rate and Your opportunity to object to the renewal, without the imposition of any early termination fees, within three (3) days of receiving the first billing statement under the Agreement as renewed. You will also receive advance options notice ("Options Notice") when Family proposes any changes to contract terms. The notice will be sent not less than thirty (30) days and not more than sixty (60) days prior to the effective date of any changes to the terms of Your Agreement. Family will require the Your express consent for any material changes to the terms or duration of any Agreement(s).

4. Natural Gas and/or Electricity Pricing and Billing. The Price You will pay to Family for all natural gas and/or electricity supply is as selected on the first page of the Agreement(s). The Term chosen is inclusive of a one (1) month Introductory Price as indicated on the first page of the Agreement(s). Unless otherwise agreed to in writing, the Price for the Agreement(s) shall be as selected on the first page of the Agreement, and does not include NGDU/EDU distribution service and other NGDU/EDU related charges which are separate amounts that You must pay to the NGDU/EDU. The Introductory Price and/or Price along with any NGDU/EDU charges, will appear in a single bill prepared by Your NGDU/EDU. If NGDU/EDU does not bill You, then Family may choose to bill You, or return You to Your NGDU/EDU supply.

5. Cash Back. If the total supply cost You pay on the entire initial Term is greater than the comparable NGDU/EDU supply cost over the same term, as determined at the end of the Agreement(s), then You may be entitled to cash back. The cash back calculation will be the difference between Your supply payments over the Term of the Agreement(s), and the comparable NGDU/EDU supply cost, of up to a maximum of [REDACTED] if the initial Term of the Agreement(s) is two (2) years or up to [REDACTED] if the initial Term is three (3) years. In order to be eligible for cash back, You must complete the entire initial Term of the Agreement(s) without interruption and contact Family in writing within ninety (90) days after the completion of the initial Term of the Agreement(s) at the contact information provided (see Section 16). All cash back payments may be made at the End Date of the Agreement(s) after You have completed Your Term. Cash-back applies only to the initial Term of the Agreement(s), not the renewal and/or Evergreen Term.

6. Family Energy's Earth Save Program. For the purposes of the Agreement(s), Family Energy's Earth Save Program includes carbon emission reduction offsets or credits measured in metric tonnes of carbon dioxide gas or in the case of methane or other greenhouse gases, carbon dioxide equivalent ("CO₂e") resulting from specific and identifiable actions. **Green Electricity:** Family will purchase and retire, on Your behalf, an amount of verified carbon emissions reductions, instruments or allowances ("Emissions Credits") to offset 100% (as selected on the first page of this Agreement) of Your CO₂ or CO₂e produced based on Your Electricity usage amount. The Emissions Credits associated with the energy offsets purchased to offset Your electricity usage will remain the legal property of Family. Family will ensure that all Emission Credits associated with Your electricity usage will be retired on Your behalf and will not be used to offset any additional emissions or pollution. Family, or one of its affiliates, will plant a tree on Your behalf when You select to purchase Emissions Credits under the Green Electricity Program. **Eco Gas:** Family will purchase and retire, on Your behalf, an amount of verified carbon emissions reductions, instruments or allowances ("Emissions Credits") to offset 1.5 tonnes per 1000 therms (as selected on the first page of the Agreement) of CO₂ or CO₂e produced based on Your natural gas usage amount. The Emissions Credits associated with the energy offsets purchased to offset Your natural gas will remain the legal property of Family. Family will ensure that all Emissions Credits associated with Your natural gas usage will be retired on Your behalf and will not be used to offset any additional emissions or pollution. Family, or one of its affiliates, will plant a tree on Your behalf when You select to purchase Emissions Credits under the Eco Gas Program. Family may suspend the purchase of energy offsets at any time for any reason, at which time You will no longer be charged for energy offsets, but the rest of the Agreement(s) will remain in effect. Family reserves the right, in its sole discretion, to change this program and the environmental initiatives it supports. You acknowledge that the Price for energy offsets is not regulated. The price for energy offsets does not include federal, state and municipal taxes.

7. Title. All natural gas and/or electricity sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the NYISO load bus or Incumbent Utility City Gate (located outside of the municipality where You reside), and shall constitute the point at which title transfers and the sale occurs. Family will indemnify and hold You harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas and/or electricity provided in these Agreement(s).

8. Cancellation Provision. Regardless of the Price You selected, You are liable for all Family charges until You return to the NGDU/EDU default service or switch to another supplier. Family reserves the right to decline the Agreement(s) if Your natural gas supply and/or electricity supply is determined by Family to be too low. This determination shall be at the sole discretion of Family. You will receive a confirmation notice from your NGDU/EDU confirming Your selection of Family as Your natural gas and/or electric power supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading, however, if a final meter reading is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading. The cancellation will become effective on a date determined by Your NGDU/EDU. If a new provider is not selected, cancellation of the Agreement(s) shall return You to Your NGDU/EDU supply service. To cancel/rescind the contract, You should contact Family by telephone or in writing (see Section 16). Family may cancel the Agreement(s), by providing fifteen (15) days advance written notice to you.

Reasons for cancellation may include but are not limited to:

Non-Payment – If Your natural gas and/or electricity supply is cancelled by Your NGDU/EDU, then the Agreement(s) is/are cancelled on the date that Your natural gas and/or electricity supply is cancelled. You will owe Family for amounts unpaid up to the date of cancellation

Net Meter Customers – Family may cancel the electricity supply Agreement if Family is notified that the You have a net meter.

Usage – Family reserves the right to decline the Agreement(s) if Your natural gas and/or electricity supply usage is determined by Family to be too low. This determination shall be at the sole discretion of Family.

Material Breach – You have breached the Agreement(s) in any way.

Regulatory Changes – If, at some future date, there is a change in any law, rule, regulation or pricing structure whereby Family is prevented, prohibited, or frustrated from carrying out the terms of the Agreement(s).

9. Early Cancellation Fee. An early cancellation fee of [REDACTED] plus applicable taxes for each year or partial year remaining on the natural gas and/or electricity Agreement(s) Term will apply if the Agreement(s) is/are terminated prior to the end of the Term selected on the front page of the Agreement. These early cancellation fees shall apply if You cancel the Agreement(s) at any time after three (3) business days of either signing or receiving a copy of the Agreement(s).

10. Assignment. You may not assign Your interests in and delegate Your obligations under the Agreement(s) without the express written consent of Family. Family may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement(s) and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the NYPSC, by providing You with at least fifteen (15) days notice.

11. Information Release Authorization. You acknowledge and authorize Family to obtain and review information regarding Your credit history from credit reporting agencies and the following information from the NGDU/EDU: consumption history; billing determinants; NGDU/EDU account number; credit information; public assistance status; existence of any medical or physical conditions, is elderly, is blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information will not be disclosed to a third party unless required by law. Your execution of the Agreement(s) shall constitute authorization for the release of this information to Family. If required, You consent to provide Family with a copy of Your NGDU/EDU bill(s) in order to process the Agreement(s) with the NGDU/EDU. Family does not guarantee to provide or return the bill or a copy of the bill to You. This authorization will remain in effect during the initial Term and any Renewal and/or Evergreen of the Agreement(s). You may rescind this authorization at any time by providing written notice thereof to Family or by calling Family at [REDACTED]. Family reserves the right to cancel the Agreement(s) in the event You rescind the authorization.

12. Consumer Protections. The services provided by Family to You are governed by the Terms and Conditions of the Agreement(s) and the Home Energy Fair Practices Act ("HEFPA"). Family will provide at least fifteen (15) days' notice prior to the cancellation of service to You. In the event of non-payment by You of any charges owed to Family, You may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the NYPSC. You may obtain additional information by contacting Family at [REDACTED] or the NYPSC at 1-800-342-3377, or by writing to the NYPSC at: New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>.

13. Warranty. The Agreement(s) for natural gas and/or electricity including applicable attachments, constitutes the entire Agreement(s) for the supply of natural gas and/or electricity services between You and Family. Family makes no representations or warranties other than those expressly set forth in the Agreement(s), and Family expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. Force Majeure. Family will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but Family does not guarantee a continuous supply of natural gas and/or electricity to You. Certain causes and events out of the control of Family ("Force Majeure Events") may result in interruptions in service. Family will not be liable for any such interruptions caused by a Force Majeure Event, and Family is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the necessary distribution or transmission system,, non-performance by the NGDU/EDU (including, but not limited to, a facility outage on its natural gas and/or electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Family's control.

15. Liability. The remedy in any claim or suit by You will be solely limited to direct actual damages. By entering into the Agreement(s), You waive any right to any other remedy in law or equity. In no event will either Family or You be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to the Agreement(s).

16. Contact Information. You may contact Family Energy's Customer Service Center at [REDACTED] Monday to Friday 9:00 a.m. to 9:00 p.m. EST and Saturday 12:00 p.m. to 6:00 p.m. EST (Customer Service hours subject to change). You may write to Family at: PO BOX 967, Buffalo, NY 14240-0967, or via email at [REDACTED]. Family's fax number is [REDACTED]. In the event of an energy emergency or service interruption, you should immediately call emergency personnel at your NGDU/EDU at the following numbers: Con Ed 1-800-752-6633, O&R 1-800-533-5325, Central Hudson 1-845-452-2700, Rochester Gas & Electric 1-800-743-1702, NYSEG 1-800-572-1121, National Fuel 1-800-444-3130, Niagara Mohawk 1-800-892-2345, Keyspan 1-718-643-4050.

17. Dispute Resolution. In the event of a question or concern, please contact Family. You should contact Family by telephone or in writing (see Section 16). The parties agree to use their best efforts to resolve any dispute. If You are not satisfied after discussing Your concerns with Family, You may contact the NYPSC pursuant to its Complaint Handling Procedures ("Procedures") by calling 1.800.342.3377 or by writing to the NYPSC at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of NYPSC.

18. Taxes and Laws. Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under the Agreement(s), shall be paid by You, and You agree to indemnify Family and hold Family harmless from and against any and all such taxes. The Agreement(s) are subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder. If You are exempt of any taxes it is Your responsibility to contact Family Customer Support (see Section 16) to provide such written notification. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged. The Agreement(s) shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of the Agreement(s) or to construe the terms hereof shall lie exclusively in the State of New York, in the county of Kings.

19. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Family is prevented, prohibited or frustrated from carrying out the terms of the Agreement(s), at its sole discretion Family shall have the right to cancel the Agreement(s) on providing fifteen (15) days' notice to You.

20. Delay or Failure to Exercise Rights. No partial performance, delay or failure on the part of Family in exercising any rights under the Agreement(s) and no partial or single exercise thereof shall constitute a waiver of such rights and of any other rights hereunder.

21. Parties Bound. The Agreement(s) is/are binding upon the parties hereto and their respective successors and legal assigns.



PO BOX 967
Buffalo, NY 14240-0967

NOTICE OF CANCELLATION

NYC

Date of Transaction: ____/____/____
MM DD YY
(Enter date of Agreement)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

– IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

FAMILY ENERGY, PO BOX 967, Buffalo, NY 14240-0967,

NOT LATER THAN MIDNIGHT OF:

____/____/____
MM DD YY
(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION.

Date of Cancellation: ____/____/____
MM DD YY

Signature (I have the authority to sign on behalf of the Account Holder)

Customer's **Print Name**

Relationship to Account Holder / Title (if applicable)

Billing Address: _____
Unit Number Street Number Street Name

City State Zip Code

Phone Number: _____

I wish to cancel the following account: ☐ Natural Gas
☐ Electricity

Natural Gas Account Number (if applicable)

Electricity Account Number (if applicable)



PO BOX 967
Buffalo, NY 14240-0967

NOTICE OF CANCELLATION

NYC

Date of Transaction: ____/____/____
MM DD YY
(Enter date of Agreement)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

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NOT LATER THAN MIDNIGHT OF:

____/____/____
MM DD YY
(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION.

Date of Cancellation: ____/____/____
MM DD YY

Signature (I have the authority to sign on behalf of the Account Holder)

Customer's **Print Name**

Relationship to Account Holder / Title (if applicable)

Billing Address: _____
Unit Number Street Number Street Name

City State Zip Code

Phone Number: _____

I wish to cancel the following account: ☐ Natural Gas
☐ Electricity

Natural Gas Account Number (if applicable)

Electricity Account Number (if applicable)



Fixed Price Natural Gas and Electricity Supply Agreements

For Customer Service call [REDACTED]

NYC

These Agreements are for natural gas and/or electricity supply services between Family Energy Inc. ("Family") and the Customer ("You/Your") as outlined below.

ACCOUNT HOLDER INFORMATION

GRN044

Account Holder Name: _____
First Name Last Name

Service Address: _____
Street Address City State NY Zip -

Billing Address (if different from above): _____
Street Address City State Zip -

Telephone: _____ Cell: _____

Birthdate: _____ Email: _____
MM / DD / YYYY Preferred method of contact? Yes ☐ No ☐

NATURAL GAS AND ELECTRICITY FIXED PRICE PROTECTION PROGRAM INFORMATION

UPSTATE ELECTRICITY SUPPLY	UPSTATE NATURAL GAS SUPPLY
[REDACTED]/kWh for the first month Remainder of the term at [REDACTED]/kWh ☐ 2 years ☐ 3 years Utility Name _____ Electricity Account # _____	[REDACTED]/therm or ccf for the first month Remainder of the term at [REDACTED]/therm or ccf ☐ 2 years ☐ 3 years Utility Name _____ Gas Account # _____

FAMILY ENERGY'S EARTH SAVE PROGRAMS

 GREEN ELECTRICITY: 100% electricity carbon footprint elimination Initials for Green [REDACTED]/kWh <i>Family Energy in partnership with American Forests will plant a tree for each program selected.</i>	ECO GAS: 1.5 tonnes of the natural gas carbon footprint elimination* Initials for Green [REDACTED]/therm/ccf
*Eco Gas footprint tonnage is dependent upon household usage (see Section 5). See Terms and Conditions for details.	

CUSTOMER DISCLOSURE STATEMENT INFORMATION:

- Family is licensed by the New York Public Service Commission ("NYPSC") to offer and supply natural gas and electricity supply services in New York.
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- Savings are not guaranteed under either the natural gas and/or electricity supply Agreement(s), and are dependent upon market conditions, however if the total supply cost You pay on the above chosen Program equals an amount greater than the total supply price of Your distribution utility for the same term, then You may receive up to [REDACTED] at the end of Your term. This credit does not apply to the costs associated with Family Energy's Earth Save Programs. See Section 5 & 6 of Terms and Conditions for details.
- The Term for both the natural gas or electricity supply agreements ("Agreement(s)") shall be either two (2) or three (3) years, as selected above ("Term") and shall include Family Energy's Earth Save Programs which consist of the Green Electricity Program ("Green Electricity") and/or Eco Gas Program ("Eco Gas") if selected above.
- The Term for both the natural gas or electricity supply agreements ("Agreement(s)") shall be as selected above ("Term") and shall include Family Energy's Earth Save Programs which consist of the Green Electricity Program ("Green Electricity") and/or Eco Gas Program ("Eco Gas") if selected above.
- By enrolling with Family Energy I will receive a fixed Price and may receive a reduction of certain distribution utility charges, which may include Merchant Function charges.
- Family may renew (includes automatic renewal) one or both of the Agreement(s) at the end of the Term. Family will send you a written renewal notice describing the renewal. Please refer to Section 3 of the Terms and Conditions for details.
- An early cancellation fee of [REDACTED] plus applicable taxes for each year or partial year remaining on the natural gas and/or electric supply Agreement(s) Term will apply if the Agreement(s) is/are terminated prior to the end of the Term selected above. (See Section 9 of Terms and Conditions for details).

Please Initial **CUSTOMER AWARENESS:** You understand that the sales representative is representing Family Energy and is not from Your distribution utility. You understand that by choosing Family as Your energy supplier, Your distribution utility will continue to deliver Your energy, read Your meter, bill You, and respond to gas leaks and/or electric outages or any other emergency.

CONSUMERS RIGHTS TO CANCELLATION: YOU MAY CANCEL ONE OR BOTH AGREEMENTS AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF SIGNING AND RECEIVING THE AGREEMENT(S) WITHOUT PENALTY OR FURTHER OBLIGATION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM (WHICH I HAVE READ AND RECEIVED) FOR AN EXPLANATION OF THIS RIGHT.

(By signing below, I agree to purchase natural gas and/or electricity supply from Family and acknowledge that I have read this document and understand and agree to the Terms and Conditions of the Agreement(s).)

Signature (I have the authority to sign on behalf of the Account Holder)	Date Signed _____ MM DD YYYY
---	---------------------------------

Print Name	Relationship to Account Holder / Title
Representative Signature	Representative Name
Representative Number	TPV Confirm #

TOP COPY - RETURN TO FAMILY ENERGY / BOTTOM COPY AND TERMS & CONDITIONS - CUSTOMER COPY

Customer Service: [REDACTED]

PO BOX 967 Buffalo, NY 14240-0967

--To: Family Energy Inc. ("Family") and the Natural Gas Distribution Utility and Electric Distribution Utility ("NGDU/EDU") for the Service Address on this Agreement(s)

TERMS AND CONDITIONS

1. Agency. You hereby appoint Family as agent for the purposes of (i) acquiring the supplies necessary to meet Your natural gas and/or electricity supply needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those facilities of the NGDU/EDU needed to deliver natural gas and/or electricity to Your Service Address. The Agreement(s) is/are for the sale and purchase of natural gas and/or electricity and is between Family and the customer ("You/Your") under which You shall initiate natural gas and/or electricity supply service and begin enrollment with Family (the "Agreement(s)"). Subject to the Terms and Conditions of the Agreement(s), Family agrees to sell and deliver, and You agree to purchase and accept the quantity of natural gas and/or electricity, as estimated by Family, necessary to meet the requirements based upon consumption data obtained by Family or the delivery schedule of Your NGDU/EDU. The amount of natural gas and/or electricity delivered under the Agreement(s) is/are subject to change based upon data reflecting Your consumption obtained by Family or the NGDU/EDU delivery schedule. You are the account holder, or spouse of the account holder, over the age of 18 and authorized to make account decisions. You understand that continuing to receive the NGDU/EDU budget billing services will depend on Your NGDU/EDU. You will receive a letter from Your NGDU/EDU informing You that You have chosen Family as Your supplier for natural gas and/or electricity.

2. Length of Agreement(s). You acknowledge that the commencement of this Agreement begins on the date in which You have signed this Agreement ("Start Date"). Family will submit an enrollment request to Your NGDU/EDU on the Your behalf. You acknowledge that the service under this Agreement depends upon the date on which Your NGDU/EDU completes all applicable switching and enrollment processes. For a natural gas commodity customer, a change of providers is effective no later than fifteen (15) calendar days prior to the next regularly scheduled meter reading date or estimated usage date for billing purposes (Or the first day of the month, in accordance with the provisions set forth in Your NGDU tariff); and for an electric commodity customer, a change of providers is effective no later than five (5) business days prior to Your next regularly scheduled meter reading date or estimated usage date for billing purpose ("Supply Date"). You further acknowledge that the timing for the NGDU/EDU's completion of the switching and enrollment processes is beyond Family's control, and Family makes no warranties as to Your Supply Date. The end date of the Agreement(s) is the meter reading date after the entire Term of the Agreement(s) (as selected by You on the first page of the Agreement(s)) from the Supply Date, plus any time required to obtain a final meter read ("End Date"). The Term of Your Agreement is the period from the Supply Date to the End Date.

3. Agreement(s) Expiration/Renewal Provisions/Change in Terms. Family will send You written notice of the pending renewal of the Agreement(s) with an option to automatically renew ("Evergreen") not less than thirty (30) days and not more than sixty (60) days prior to when the automatic renewal is scheduled to occur. The Introductory Price applies only to the initial Term of the Agreement(s), not to the renewed Term. Family will explain Your options to You in this notification. The Agreement(s) will not be automatically renewed if the You contact Family in writing by the date specified in the renewal notice to advise that You do not wish one or both of the Agreements to continue. Family shall provide You with an additional notice not more than ten (10) days before the issuance of Your first billing statement under the Agreement(s) as renewed. This notice shall inform You of the new rate and Your opportunity to object to the renewal, without the imposition of any early termination fees, within three (3) days of receiving the first billing statement under the Agreement as renewed. You will also receive advance options notice ("Options Notice") when Family proposes any changes to contract terms. The notice will be sent not less than thirty (30) days and not more than sixty (60) days prior to the effective date of any changes to the terms of Your Agreement. Family will require the Your express consent for any material changes to the terms or duration of any Agreement(s).

4. Natural Gas and/or Electricity Pricing and Billing. The Price You will pay to Family for all natural gas and/or electricity supply is as selected on the first page of the Agreement(s). The Term chosen is inclusive of a one (1) month Introductory Price as indicated on the first page of the Agreement(s). Unless otherwise agreed to in writing, the Price for the Agreement(s) shall be as selected on the first page of the Agreement, and does not include NGDU/EDU distribution service and other NGDU/EDU related charges which are separate amounts that You must pay to the NGDU/EDU. The Introductory Price and/or Price along with any NGDU/EDU charges, will appear in a single bill prepared by Your NGDU/EDU. If NGDU/EDU does not bill You, then Family may choose to bill You, or return You to Your NGDU/EDU supply.

5. Cash Back. If the total supply cost You pay on the entire initial Term is greater than the comparable NGDU/EDU supply cost over the same term, as determined at the end of the Agreement(s), then You may be entitled to cash back. The cash back calculation will be the difference between Your supply payments over the Term of the Agreement(s), and the comparable NGDU/EDU supply cost, of up to a maximum of [REDACTED] if the initial Term of the Agreement(s) is two (2) years or up to [REDACTED] if the initial Term is three (3) years. In order to be eligible for cash back, You must complete the entire initial Term of the Agreement(s) without interruption and contact Family in writing within ninety (90) days after the completion of the initial Term of the Agreement(s) at the contact information provided (see Section 16). All cash back payments may be made at the End Date of the Agreement(s) after You have completed Your Term. Cash-back applies only to the initial Term of the Agreement(s), not the renewal and/or Evergreen Term.

6. Family Energy's Earth Save Program. For the purposes of the Agreement(s), Family Energy's Earth Save Program includes carbon emission reduction offsets or credits measured in metric tonnes of carbon dioxide gas or in the case of methane or other greenhouse gases, carbon dioxide equivalent ("CO₂e") resulting from specific and identifiable actions. **Green Electricity:** Family will purchase and retire, on Your behalf, an amount of verified carbon emissions reductions, instruments or allowances ("Emissions Credits") to offset 100% (as selected on the first page of this Agreement) of Your CO₂ or CO₂e produced based on Your Electricity usage amount. The Emissions Credits associated with the energy offsets purchased to offset Your electricity usage will remain the legal property of Family. Family will ensure that all Emission Credits associated with Your electricity usage will be retired on Your behalf and will not be used to offset any additional emissions or pollution. Family, or one of its affiliates, will plant a tree on Your behalf when You select to purchase Emissions Credits under the Green Electricity Program. **Eco Gas:** Family will purchase and retire, on Your behalf, an amount of verified carbon emissions reductions, instruments or allowances ("Emissions Credits") to offset 1.5 tonnes per 1000 therms (as selected on the first page of the Agreement) of CO₂ or CO₂e produced based on Your natural gas usage amount. The Emissions Credits associated with the energy offsets purchased to offset Your natural gas will remain the legal property of Family. Family will ensure that all Emissions Credits associated with Your natural gas usage will be retired on Your behalf and will not be used to offset any additional emissions or pollution. Family, or one of its affiliates, will plant a tree on Your behalf when You select to purchase Emissions Credits under the Eco Gas Program. Family may suspend the purchase of energy offsets at any time for any reason, at which time You will no longer be charged for energy offsets, but the rest of the Agreement(s) will remain in effect. Family reserves the right, in its sole discretion, to change this program and the environmental initiatives it supports. You acknowledge that the Price for energy offsets is not regulated. The price for energy offsets does not include federal, state and municipal taxes.

7. Title. All natural gas and/or electricity sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the NYISO load bus or Incumbent Utility City Gate (located outside of the municipality where You reside), and shall constitute the point at which title transfers and the sale occurs. Family will indemnify and hold You harmless from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas and/or electricity provided in these Agreement(s).

8. Cancellation Provision. Regardless of the Price You selected, You are liable for all Family charges until You return to the NGDU/EDU default service or switch to another supplier. Family reserves the right to decline the Agreement(s) if Your natural gas supply and/or electricity supply is determined by Family to be too low. This determination shall be at the sole discretion of Family. You will receive a confirmation notice from your NGDU/EDU confirming Your selection of Family as Your natural gas and/or electric power supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading, however, if a final meter reading is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading. The cancellation will become effective on a date determined by Your NGDU/EDU. If a new provider is not selected, cancellation of the Agreement(s) shall return You to Your NGDU/EDU supply service. To cancel/rescind the contract, You should contact Family by telephone or in writing (see Section 16). Family may cancel the Agreement(s), by providing fifteen (15) days advance written notice to you.

Reasons for cancellation may include but are not limited to:

Non-Payment – If Your natural gas and/or electricity supply is cancelled by Your NGDU/EDU, then the Agreement(s) is/are cancelled on the date that Your natural gas and/or electricity supply is cancelled. You will owe Family for amounts unpaid up to the date of cancellation

Net Meter Customers – Family may cancel the electricity supply Agreement if Family is notified that the You have a net meter.

Usage – Family reserves the right to decline the Agreement(s) if Your natural gas and/or electricity supply usage is determined by Family to be too low. This determination shall be at the sole discretion of Family.

Material Breach – You have breached the Agreement(s) in any way.

Regulatory Changes – If, at some future date, there is a change in any law, rule, regulation or pricing structure whereby Family is prevented, prohibited, or frustrated from carrying out the terms of the Agreement(s).

9. Early Cancellation Fee. An early cancellation fee of \$25.00 plus applicable taxes for each year or partial year remaining on the natural gas and/or electricity Agreement(s) Term will apply if the Agreement(s) is/are terminated prior to the end of the Term selected on the front page of the Agreement. These early cancellation fees shall apply if You cancel the Agreement(s) at any time after three (3) business days of either signing or receiving a copy of the Agreement(s).

10. Assignment. You may not assign Your interests in and delegate Your obligations under the Agreement(s) without the express written consent of Family. Family may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement(s) and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the NYPSC, by providing You with at least fifteen (15) days notice.

11. Information Release Authorization. You acknowledge and authorize Family to obtain and review information regarding Your credit history from credit reporting agencies and the following information from the NGDU/EDU: consumption history; billing determinants; NGDU/EDU account number; credit information; public assistance status; existence of any medical or physical conditions, is elderly, is blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information will not be disclosed to a third party unless required by law. Your execution of the Agreement(s) shall constitute authorization for the release of this information to Family. If required, You consent to provide Family with a copy of Your NGDU/EDU bill(s) in order to process the Agreement(s) with the NGDU/EDU. Family does not guarantee to provide or return the bill or a copy of the bill to You. This authorization will remain in effect during the initial Term and any Renewal and/or Evergreen of the Agreement(s). You may rescind this authorization at any time by providing written notice thereof to Family or by calling Family at [REDACTED]. Family reserves the right to cancel the Agreement(s) in the event You rescind the authorization.

12. Consumer Protections. The services provided by Family to You are governed by the Terms and Conditions of the Agreement(s) and the Home Energy Fair Practices Act ("HEFPA"). Family will provide at least fifteen (15) days' notice prior to the cancellation of service to You. In the event of non-payment by You of any charges owed to Family, You may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the NYPSC. You may obtain additional information by contacting Family at [REDACTED] or the NYPSC at 1-800-342-3377, or by writing to the NYPSC at: New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>.

13. Warranty. The Agreement(s) for natural gas and/or electricity including applicable attachments, constitutes the entire Agreement(s) for the supply of natural gas and/or electricity services between You and Family. Family makes no representations or warranties other than those expressly set forth in the Agreement(s), and Family expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

14. Force Majeure. Family will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but Family does not guarantee a continuous supply of natural gas and/or electricity to You. Certain causes and events out of the control of Family ("Force Majeure Events") may result in interruptions in service. Family will not be liable for any such interruptions caused by a Force Majeure Event, and Family is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the necessary distribution or transmission system,, non-performance by the NGDU/EDU (including, but not limited to, a facility outage on its natural gas and/or electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Family's control.

15. Liability. The remedy in any claim or suit by You will be solely limited to direct actual damages. By entering into the Agreement(s), You waive any right to any other remedy in law or equity. In no event will either Family or You be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to the Agreement(s).

16. Contact Information. You may contact Family Energy's Customer Service Center at [REDACTED] Monday to Friday 9:00 a.m. to 9:00 p.m. EST and Saturday 12:00 p.m. to 6:00 p.m. EST (Customer Service hours subject to change). You may write to Family at: PO BOX 967, Buffalo, NY 14240-0967, or via email at [REDACTED]. Family's fax number is [REDACTED]. In the event of an energy emergency or service interruption, you should immediately call emergency personnel at your NGDU/EDU at the following numbers: Con Ed 1-800-752-6633, O&R 1-800-533-5325, Central Hudson 1-845-452-2700, Rochester Gas & Electric 1-800-743-1702, NYSEG 1-800-572-1121, National Fuel 1-800-444-3130, Niagara Mohawk 1-800-892-2345, Keyspan 1-718-643-4050.

17. Dispute Resolution. In the event of a question or concern, please contact Family. You should contact Family by telephone or in writing (see Section 16). The parties agree to use their best efforts to resolve any dispute. If You are not satisfied after discussing Your concerns with Family, You may contact the NYPSC pursuant to its Complaint Handling Procedures ("Procedures") by calling 1.800.342.3377 or by writing to the NYPSC at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of NYPSC.

18. Taxes and Laws. Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under the Agreement(s), shall be paid by You, and You agree to indemnify Family and hold Family harmless from and against any and all such taxes. The Agreement(s) are subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder. If You are exempt of any taxes it is Your responsibility to contact Family Customer Support (see Section 16) to provide such written notification. Tax exemption will only occur on the next meter read bill after such notice is received and acknowledged. The Agreement(s) shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of the Agreement(s) or to construe the terms hereof shall lie exclusively in the State of New York, in the county of Kings.

19. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Family is prevented, prohibited or frustrated from carrying out the terms of the Agreement(s), at its sole discretion Family shall have the right to cancel the Agreement(s) on providing fifteen (15) days' notice to You.

20. Delay or Failure to Exercise Rights. No partial performance, delay or failure on the part of Family in exercising any rights under the Agreement(s) and no partial or single exercise thereof shall constitute a waiver of such rights and of any other rights hereunder.

21. Parties Bound. The Agreement(s) is/are binding upon the parties hereto and their respective successors and legal assigns.



NOTICE OF CANCELLATION

NC NY RESI NYC002 25 MAY 15



NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

– IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

FAMILY ENERGY, PO BOX 967, Buffalo, NY 14240-0967,

NOT LATER THAN MIDNIGHT OF:

MM / DD / YY
(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION.

Date of Cancellation: / /

MM DD YY

Signature (I have the authority to sign on behalf of the Account Holder)

Customer's **Print Name**

Relationship to Account Holder / Title (if applicable)

Billing Address: _____

Unit Number Street Number Street Name

City State Zip Code

Phone Number: _____

I wish to cancel the following account: ☐ Natural Gas
☐ Electricity

Natural Gas Account Number (if applicable)

Electricity Account Number (if applicable)

AFTER PAGE ONE AND PAGE FOUR ARE COMPLETED, SALES AGENTS
KEEP PAGE ONE AND PAGE FIVE FOR SUBMISSION



Variable Price Natural Gas and Electricity Supply Agreements



NYC

ACCOUNT HOLDER INFORMATION

GRN004

Account Holder Name: _____

Business Name (if applicable): _____

Service Address: _____
Street Address

City State Zip

Billing Address (if different from above): _____
Street Address

City State Zip

Telephone: _____ Cell: _____

Birthdate: _____ Email: _____
MM / DD / YYYY

ELECTRICITY AND NATURAL GAS VARIABLE PRICE PROGRAM INFORMATION

I agree to the Customer Natural Gas and/or Electricity Agreement, and select the following term (the "Term of the Natural Gas and/or Electricity Agreement") and price (the "Price"):

ELECTRICITY SUPPLY VARIABLE PRICE

Choose your term

☐ 12 months ☐ 24 months

Upgrade your Electricity – Make it Green!

☐ Add 100% green for [REDACTED] /kWh
In addition Family will plant 1 tree

INITIALS

CHOOSE YOUR UTILITY

- ☐ Central Hudson
☐ National Grid Niagara Mohawk
☐ Orange & Rockland
☐ Rochester G&E
☐ NYSEG
☐ Con Edison

NATURAL GAS SUPPLY VARIABLE PRICE

Choose your term

☐ 12 months ☐ 24 months

CHOOSE YOUR UTILITY

- ☐ Central Hudson
☐ National Grid Niagara Mohawk
☐ Orange & Rockland
☐ Rochester G&E
☐ NYSEG
☐ National Fuel Gas
☐ Con Edison
☐ National Grid Long Island
☐ National Grid NY

Electricity Account # OR POD ID (NYSEG & RG&E)

Gas Account # OR POD ID (NYSEG & RG&E)

CUSTOMER DISCLOSURE STATEMENT INFORMATION:

- Family Energy Inc. ("Family") sets both the electricity and natural gas supply prices for this program as a variable cost per kWh/therm. Variable prices are established on a month to month basis and take into consideration the market price of gas or electricity, transportation costs, utility and other related charges, margin and applicable taxes, and based on customer location/utility and customer consumption (see section 4 of the terms and conditions).
- Family also sets the price for the Green (i.e., Emission Credits) program as a fixed cost per kWh, as selected above.
- The Term for both the natural gas and electricity supply Agreements ("Agreements") shall be either 12 or 24 months, as selected above.
- Savings are not guaranteed under either the natural gas or electricity supply Agreement, and are dependent upon market conditions.
- Residential Customers: You may cancel either the natural gas or the electricity Agreement(s) without penalty at any time before mid-night of the third business day after signing and receiving a copy of this Agreement ("3 Day Cooling-Off Period"), by contacting Family (see section 14 of the terms and conditions).
- Residential Customers and Commercial Customers Without Scheduled Appointment: Liquidated damages fees apply if one or both of the Agreement(s) is/are canceled after the 3 Day Cooling-Off Period. Liquidated damages fees of [REDACTED] per month remaining on the term shall apply to each of the Agreements.
- No late payment fees shall apply from Family, as billing is done by your local utility.
- Family may renew (includes automatic renewal) one or both of the Agreement(s) at the end of the term and will send you a written renewal notice describing the renewal. Please refer to section 2 of the terms and conditions for details.

CUSTOMER AWARENESS: I understand that the sales representative is representing Family and is not from my local utility company. I understand that by choosing Family as my energy supplier, my local utility will continue to deliver my energy, read my meter, bill me, and respond to gas leaks and/or electric outages or any other emergency. By enrolling with Family I may receive a reduction of certain utility charges, which may include Merchant Function charges, Consolidated billing credits, and Utility Backout Credits.

(By signing below, I agree to purchase natural gas and/or electricity from Family and acknowledge that I have read this document and understand and agree to the terms and conditions of the Agreement(s).)

CONSUMERS RIGHTS TO CANCELLATION: I, THE CUSTOMER, MAY CANCEL ONE OR BOTH AGREEMENT(S) AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF SIGNING AND RECEIVING THE AGREEMENT(S) WITHOUT PENALTY OR FURTHER OBLIGATION. I HAVE READ AND RECEIVED THIS NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Signature (I have the authority to sign on behalf of the Applicant) _____ Date Signed _____ / _____ / _____
MM DD YY

Print Name _____ Relationship to Account Holder / Title _____

Representative Signature	Representative Name	Representative Number	TPV Confirm #
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TOP COPY – RETURN TO FAMILY ENERGY / BOTTOM COPY AND TERMS & CONDITIONS – CUSTOMER COPY

AFTER PAGE ONE AND PAGE FOUR ARE COMPLETED, SALES AGENTS
 KEEP PAGE ONE AND PAGE FIVE FOR SUBMISSION

--To: Family Energy Inc. ("Family") and the Local Electricity and Gas Distribution Utility (or Companies) for the Service Address on this Agreement (my "Utility")

The Agreement(s) is/are for the Sale and Purchase of natural gas and/or electricity commodity and is between Family and the customer ("Customer") under which Customer shall initiate electricity and/or natural gas service and begin enrollment with Family (the "Agreement(s)"). Subject to the terms and conditions of the Agreement(s), Family agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and/or natural gas , as estimated by Family, necessary to meet Customer's requirements based upon consumption data obtained by Family or the delivery schedule of the Local Distribution Utility ("LDU"). The amount of electricity and/or natural gas delivered under the Agreement(s) is/are subject to change based upon data reflecting Customer's consumption obtained by Family or the LDU's delivery schedule. I am the account holder, spouse of the account holder, over the age of 18 and authorized to make account decisions. I understand that continuing to receive the utility's budget billing services will depend on my local utility. I will receive a letter from my utility informing me that I have chosen Family as my supplier for natural gas and/or electricity.

TERMS AND CONDITIONS

- 1. Agency.** Customer hereby appoints Family as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity and/or natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity and/or natural gas to the Customer's premises.
- 2. Term and Renewal.** The Residential Agreement(s) for commodities (natural gas and electricity) are binding after the Customer's "3 Day Cooling-Off Period" has expired. The 3 Day Cooling-Off Period is any time before midnight of the third business day, after signing and receiving a copy of this Agreement. The Commercial Agreement(s) are binding at the time the Customer signs and receives a copy of the Agreement. The actual date that Family begins supplying the Customer with electricity or natural gas under the Agreement(s) shall begin on the date that the utility deems the switch to Family effective ("Supply Date"). The "End Date" for both commodity Agreements is either 12 months or 24 months from the Supply Date, plus any time required to obtain a final meter read. Should the account fail to be enrolled by your LDU, Family may contact you to obtain this information in order to re-enroll the Agreement(s); which may extend the Supply Date of the Agreement(s). A new term will begin if either of the Agreements are renewed. Family can renew either of the Agreements by sending the Customer a written renewal notice, not less than 30 days and not more than 60 days prior to the End Date, describing the renewal offer. Family may automatically renew either of the Agreements, as described in the renewal notice, on a month-to-month term on Family's monthly variable rate. The natural gas and electricity Agreements will not be automatically renewed if the Customer contacts Family in writing by the date specified in the renewal notice to advise that they do not wish one or both of the Agreements to continue. Family will require the Customer's express consent if either of the Agreements are renewed under the terms and conditions that differ from the renewal provisions above in this section.
- 3. Expected Gas/Electricity Supply Date.** Family expects its gas and/or electricity customers to begin service within 180 to 200 days from the date the LDU accepts enrollment or the next available date. However, Family makes no warranties as to a Supply Date for electricity and/or natural gas service. Gas enrollments and electricity enrollments may take place independently. Customer understands and agrees that due to unforeseen circumstances, the actual Supply Date for the supply of gas and/or electricity will be at Family's discretion at the next available Supply Date.
- 4. Electricity and/or Natural Gas Pricing and Billing.** Unless otherwise agreed to in writing, the electricity and/or natural gas supply price for this Agreement shall be as selected on the first page of the Agreement, and does not include utility distribution service and other utility-related charges which are separate amounts that the Customer must pay to the utility. The natural gas and/or electricity variable prices are established on a month to month basis and take into consideration the market price of gas or electricity, transportation costs, utility and other related charges, location, customer consumption, margin, and applicable taxes. Family reserves the right to decline to flow customers whose gas and/or electricity usage is determined by Family to be too low. This determination shall be at the sole discretion of Family, and Family is not obligated to provide notice to such customers that their Agreement(s) has/have been declined. If the LDU does not bill Customer through distributor consolidated billing, then Family may invoice Customer monthly for electricity and/or natural gas delivered under the Agreement(s), as measured by the LDU, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of █████ per month. Customer may receive a single bill for both commodity and delivery costs from either Family or the LDU, or each of the LDU and Family may invoice Customer separately for the respective energy commodity. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Public Service Commission (the "NYPSC"). In the event of failure of the Customer to remit payment when due, Family may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A █████ fee will be charged to the Customer by Family for all returned payments.

5. Energy Offsets: For the purposes of this Agreement, “Green” means carbon emission reduction offsets or credits measured in metric tonnes of carbon dioxide gas or (in the case of methane or other greenhouse gases) carbon dioxide equivalent (“CO2e”) tonnes resulting from specific and identifiable actions. Family, or one of its affiliates, will plant a tree on the Customer’s behalf when the Customer selects to purchase Emissions Credits under this Agreement. Family will purchase and retire, on the Customer’s behalf, an amount of verified carbon emissions reductions, instruments or allowances (“Emissions Credits”) to offset 100% (as selected on the first page of this Agreement) of the Customer’s CO2 electricity consumption-based emissions amounts, produced by the average house. The Emissions Credits associated with the energy offsets purchased to offset the Customer’s electricity will remain the legal property of Family. Family will ensure that all Emission Credits associated with the Customer’s electricity usage will be retired on the Customer’s behalf and will not be used to offset any additional emissions or pollution. Family may suspend the purchase of energy offsets at any time for any reason, at which time the Customer will no longer be charged for energy offsets, but the rest of this Agreement will remain in effect. Family reserves the right, in its sole discretion, to change this program and the environmental initiatives it supports. The Customer acknowledges that the price for energy offsets is not regulated. The price for energy offsets does not include federal, state and municipal taxes.

6. Title. All electricity and/or natural gas sold under the Agreement(s) shall be delivered to a location considered the “Point of Delivery”, which shall be at the NY ISO load bus or Incumbent utility City Gate (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. Family will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity and/or natural gas provided hereunder.

7. Termination. Residential Customers: Customer may rescind both or one of the Agreement(s) within 3 business days after receiving a copy of, or signing the Agreement document, without penalty or obligation. After the 3 business days of the Customer signing or receiving a copy of the Agreement document, the Customer is liable to pay Liquidated Damages fees of [REDACTED] per month remaining on the term to early terminate the Agreement(s). The Liquidated Damages are hereby conclusively deemed to be liquidated damages, are fair and reasonable, and shall not, under any circumstances, be construed as a penalty. The Customer authorizes the LDU to include the Liquidated Damages amount in the utility bill as an amount payable to Family where possible. Family may terminate the Agreement(s) by providing 15 days written notice to the Customer. Customer is to provide notice of cancellation to Family at the contact information outlined in section 14 below. Customer is liable for all Family charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

8. Assignment. Customer may not assign its interests in and delegate its obligations under the Agreement(s) without the express written consent of Family. Family may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement(s) and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the NYPSC.

9. Information Release Authorization. Customer authorizes Family to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is elderly, is blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Family to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer’s execution of the Agreement(s) shall constitute authorization for the release of this information to Family. This authorization will remain in effect during the Initial Term and any Renewal Term of the Agreement(s). Customer may rescind this authorization at any time by providing written notice thereof to Family or by calling Family at [REDACTED]. Family reserves the right to cancel the Agreement(s) in the event Customer rescinds the authorization (without liability or penalty). Customer may consent to providing Family with a copy of their utility bill(s) in order to process their Agreement(s) with the LDU. Family will maintain the Customer’s bill in a secure location, Family will use its best efforts, but does not guarantee to provide or return the bill or a copy of the bill to the Customer upon request by the Customer.

10. Consumer Protections. The services provided by Family to Customer are governed by the terms and conditions of the Agreement(s) and the Home Energy Fair Practices Act ("HEFPA"). Family will provide at least 15 days notice prior to the cancellation of service to Customer. In the event of non-payment by the Customer of any charges owed to Family, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the NYPSC. Customer may obtain additional information by contacting Family at [REDACTED] or the NYPSC at 1-800-342-3377, or by writing to the NYPSC at: New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>.

11. Warranty. This “Residential Natural Gas Agreement and Electricity Agreement” document (including the terms and conditions) constitute the entire Agreement for natural gas supply and entire Agreement for electricity supply between Family and the Customer, and supersede any oral or written statements made in connection with the Agreement(s) or Customer’s energy supply. Any changes to the Agreement(s) must be made in writing and agreed to by both Family and the Customer. Family makes no representations or warranties other than those expressly set forth in the Agreement(s), and Family expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

12. Force Majeure. Family will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but Family does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of Family ("Force Majeure Events") may result in interruptions in service. Family will not be liable for any such interruptions caused by a Force Majeure Event, and Family is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity and/or natural gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Family’s control.

13. Liability. The remedy in any claim or suit by Customer against Family will be solely limited to direct actual damages. By entering into the Agreement(s), Customer waives any right to any other remedy in law or equity. In no event will either Family or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to the Agreement(s).

14. Contact Information. Customer may contact Family’s Customer Service Center [REDACTED] Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Family at: Family Energy Inc., 37 East 28th Street, Suite 902, New York, NY, 10016, or via email at [REDACTED]. Family’s fax number is [REDACTED].

15. Emergency Service. In the event of an energy emergency or service interruption, you should immediately call emergency personnel at your local utility/LDU at the following numbers: Con Ed (800) 752-6633 – O&R (800) 533-5325 – Central Hudson (845) 452-2700 – Rochester Gas & Electric (800) 743-1702 – NYSEG (800) 572-1121 – National Fuel (800) 444-3130 – Niagara Mohawk (800) 892-2345 – Keyspan (718) 643-4050.

16. Dispute Resolution. In the event of a billing dispute or a disagreement involving Family’s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Family by telephone or in writing at the contact information as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the NYPSC pursuant to its Complaint Handling Procedures (“Procedures”) by calling 1.800.342.3377 or by writing to the NYPSC at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of NYPSC.

17. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York, in the county of Kings. The Agreement(s) shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

18. Taxes and Laws. Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under the Agreement(s), shall be paid by Customer, and Customer agrees to indemnify Family and hold Family harmless from and against any and all such taxes. The Agreement(s) is/are subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder.

19. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Family is prevented, prohibited or frustrated from carrying out the terms of the Agreement(s), at its sole discretion Family shall have the right to cancel the Agreement(s) on providing 15 days notice to Customer.

20. Delivery of Failure to Exercise Rights. No partial performance, delay or failure on the part of Family in exercising any rights under the Agreement(s) and no partial or single exercise thereof shall constitute a waiver of such rights and of any other rights hereunder.

21. Parties Bound. The Agreement(s) is/are binding upon the parties hereto and their respective successors and legal assigns.

Family Energy Inc., 37 East 28th St., Suite 902, New York, NY 10016 [REDACTED]

AFTER PAGE ONE AND PAGE FOUR ARE COMPLETED, SALES AGENTS
KEEP PAGE ONE AND PAGE FIVE FOR SUBMISSION



NOTICE OF CANCELLATION NYC

Date of Transaction: / /
MM DD YY
(Enter date of Agreement)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

- IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.
- IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER’S EXPENSE AND RISK.
- IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: FAMILY ENERGY, 37 EAST 28TH ST., SUITE 902, NEW YORK, NY, 10016, NOT LATER THAN MIDNIGHT OF:

 / /
MM DD YY
(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION. Date of Cancellation: / /
MM DD YY

Signature (I have the authority to sign on behalf of the Account Holder)

Customer’s **Print Name** Relationship to Account Holder / Title (if applicable)

Billing Address: _____
Unit Number Street Number Street Name

City State Zip Code

Phone Number: _____

Natural Gas Account Number (if applicable) Utility Name

Electricity Account Number (if applicable) Utility Name

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NOTICE OF CANCELLATION NYC

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 / /
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(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION. Date of Cancellation: / /
MM DD YY

Signature (I have the authority to sign on behalf of the Account Holder)

Customer’s **Print Name** Relationship to Account Holder / Title (if applicable)

Billing Address: _____
Unit Number Street Number Street Name

City State Zip Code

Phone Number: _____

Natural Gas Account Number (if applicable) Utility Name

Electricity Account Number (if applicable) Utility Name

AFTER PAGE ONE AND PAGE FOUR ARE COMPLETED, SALES AGENTS
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Variable Price Natural Gas and Electricity Supply Agreements



NYC

ACCOUNT HOLDER INFORMATION

RES004

Account Holder Name: _____

Business Name (if applicable): _____

Service Address: _____
Street Address

City State Zip

Billing Address (if different from above): _____
Street Address

City State Zip

Telephone: _____ Cell: _____

Birthdate: _____ Email: _____
MM / DD / YYYY

ELECTRICITY AND NATURAL GAS VARIABLE PRICE PROGRAM INFORMATION

I agree to the Customer Natural Gas and/or Electricity Agreement, and select the following term (the "Term of the Natural Gas and/or Electricity Agreement") and price (the "Price"):

ELECTRICITY SUPPLY VARIABLE PRICE

☐ Month to month term

CHOOSE YOUR UTILITY

- ☐ Central Hudson
☐ National Grid Niagara Mohawk
☐ Orange & Rockland
☐ Rochester G&E
☐ NYSEG
☐ Con Edison

NATURAL GAS SUPPLY VARIABLE PRICE

☐ Month to month term

CHOOSE YOUR UTILITY

- ☐ Central Hudson
☐ National Grid Niagara Mohawk
☐ Orange & Rockland
☐ Rochester G&E
☐ NYSEG
☐ National Fuel Gas
☐ Con Edison
☐ National Grid Long Island
☐ National Grid NY

Electricity Account # OR POD ID (NYSEG & RG&E)

Gas Account # OR POD ID (NYSEG & RG&E)

CUSTOMER DISCLOSURE STATEMENT INFORMATION:

- Family Energy Inc. ("Family") sets both the electricity and natural gas supply prices for this program as a variable cost per kWh/therm. Variable prices are established on a month to month basis and take into consideration the market price of gas or electricity, transportation costs, utility and other related charges, margin and applicable taxes, and as such may vary based on customer location / utility and customer annual consumption (see section 4 of the terms and conditions).
- The Term for both the natural gas and electricity supply Agreements ("Agreements") shall be month to month, as selected above.
- Savings are not guaranteed under either the natural gas or electricity supply Agreement, and are dependent upon market conditions.
- Residential Customers: You may cancel either the natural gas or the electricity Agreement(s) without penalty at any time before midnight of the third business day after signing and receiving a copy of this Agreement ("3 Day Cooling-Off Period"), by contacting Family (see section 13 of the terms and conditions).
- No late payment fees shall apply from Family, as billing is done by your local utility.

CUSTOMER AWARENESS: I understand that the sales representative is representing Family and is not from my local utility company. *I understand that by choosing Family as my energy supplier, my local utility will continue to deliver my energy, read my meter, bill me, and respond to gas leaks and/or electric outages or any other emergency. By enrolling with Family I may receive a reduction of certain utility charges, which may include Merchant Function charges, Consolidated billing credits, and Utility Backout Credits.*

(By signing below, I agree to purchase natural gas and/or electricity from Family and acknowledge that I have read this document and understand and agree to the terms and conditions of the Agreement(s).)

CONSUMERS RIGHTS TO CANCELLATION: I, THE CUSTOMER, MAY CANCEL ONE OR BOTH AGREEMENT(S) AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF SIGNING AND RECEIVING THE AGREEMENT(S) WITHOUT PENALTY OR FURTHER OBLIGATION. I HAVE READ AND RECEIVED THIS NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Signature (I have the authority to sign on behalf of the Applicant) Date Signed _____ / _____ / _____
MM DD YY

Print Name Relationship to Account Holder / Title

Representative Signature	Representative Name	Representative Number	TPV Confirm #
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TOP COPY – RETURN TO FAMILY ENERGY / BOTTOM COPY AND TERMS & CONDITIONS – CUSTOMER COPY

AFTER PAGE ONE AND PAGE FOUR ARE COMPLETED, SALES AGENTS
KEEP PAGE ONE AND PAGE FIVE FOR SUBMISSION

--To: Family Energy Inc. ("Family") and the Local Electricity and Gas Distribution Utility (or Companies) for the Service Address on this Agreement (my "Utility")

The Agreement(s) is/are for the Sale and Purchase of natural gas and/or electricity commodity and is between Family and the customer ("Customer") under which Customer shall initiate electricity and/or natural gas service and begin enrollment with Family (the "Agreement(s)"). Subject to the terms and conditions of the Agreement(s), Family agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and/or natural gas, as estimated by Family, necessary to meet Customer's requirements based upon consumption data obtained by Family or the delivery schedule of the Local Distribution Utility ("LDU"). The amount of electricity and/or natural gas delivered under the Agreement(s) is/are subject to change based upon data reflecting Customer's consumption obtained by Family or the LDU's delivery schedule. I am the account holder, spouse of the account holder, over the age of 18 and authorized to make account decisions. I understand that continuing to receive the utility's budget billing services will depend on my local utility. I will receive a letter from my utility informing me that I have chosen Family as my supplier for natural gas and/or electricity.

TERMS AND CONDITIONS

1. Agency. Customer hereby appoints Family as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity and/or natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity and/or natural gas to the Customer's premises.

2. Term. The Residential Agreement(s) for commodities (natural gas and electricity) are binding after the Customer's "3 Day Cooling-Off Period" has expired. The 3 Day Cooling-Off Period is any time before mid-night of the third business day, after signing and receiving a copy of this Agreement. The Commercial Agreement(s) are binding at the time the Customer signs and receives a copy of the Agreement. The actual date that Family begins supplying the Customer with electricity or natural gas under the Agreement(s) shall begin on the date that the utility deems the switch to Family effective ("Supply Date"). The "End Date" shall be the date this Agreement ends, plus any time required to obtain a final meter read.

3. Expected Gas/Electricity Supply Date. Family expects its gas and/or electricity customers to begin service within 180 to 200 days from the date the LDU accepts enrollment or the next available date. However, Family makes no warranties as to a Supply Date for electricity and/or natural gas service. Gas enrollments and electricity enrollments may take place independently. Customer understands and agrees that due to unforeseen circumstances, the actual Supply Date for the supply of gas and/or electricity will be at Family's discretion at the next available Supply Date.

4. Electricity and/or Natural Gas Pricing and Billing. Unless otherwise agreed to in writing, the electricity and/or natural gas supply price for this Agreement shall be as selected on the first page of the Agreement, and does not include utility distribution service and other utility-related charges which are separate amounts that the Customer must pay to the utility. The natural gas and/or electricity variable prices are established on a month to month basis and take into consideration the market price of gas or electricity, transportation costs, utility and other related charges, location, customer consumption, margin, and applicable taxes. Family is not obligated to provide notice to such customers that their Agreement(s) has/have been declined. If LDU does not bill Customer through utility consolidated billing, then Family may invoice Customer monthly for electricity and/or natural gas delivered under the Agreement(s), as measured by the LDU, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of [REDACTED] per month. Customer may receive a single bill for both commodity and delivery costs from either Family or the LDU, or each of the LDU and Family may invoice Customer separately for the respective energy commodity. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Public Service Commission (the "NYPSC"). In the event of failure to remit payment when due, Family may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A [REDACTED] fee will be charged to the Customer by Family for all returned payments.

5. Title. All electricity and/or natural gas sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO load bus or Incumbent utility City Gate (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. Family will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity and/or natural gas provided hereunder.

6. Termination. Residential Customers: Customer may rescind both or one of the Agreement(s) within 3 business days after receiving a copy of, or signing the Agreement document, without penalty or obligation. After the Start Date of the Agreement(s), Customer may cancel one or both of the Agreement(s) without penalty by providing 30 days advance notice to Family. Family may terminate the Agreement(s) by providing 15 days written notice to the Customer. Customer is to provide notice of cancellation to Family at the contact information outlined in section 13 below. Family will provide a notice to the utility to cancel the contract at the next available drop date. Customer is liable for all Family charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

7. Assignment. Customer may not assign its interests in and delegate its obligations under the Agreement(s) without the express written consent of Family. Family may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign the Agreement(s) and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the NYPSC.

8. Information Release Authorization. Customer authorizes Family to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is elderly, is blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Family to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer’s execution of the Agreement(s) shall constitute authorization for the release of this information to Family. This authorization will remain in effect during the Initial Term and any Renewal Term of the Agreement(s). Customer may rescind this authorization at any time by providing written notice thereof to Family or by calling Family at [REDACTED]. Family reserves the right to cancel the Agreement(s) in the event Customer rescinds the authorization (without liability or penalty). Customer may consent to providing Family with a copy of their utility bill(s) in order to process their Agreement(s) with the LDU. Family will maintain the Customer’s bill in a secure location, Family will use its best efforts, but does not guarantee to provide or return the bill or a copy of the bill to the Customer upon request by the Customer.

9. Consumer Protections. The services provided by Family to Customer are governed by the terms and conditions of the Agreement(s) and the Home Energy Fair Practices Act ("HEFPA"). Family will provide at least 15 days notice prior to the cancellation of service to Customer. In the event of non-payment by the Customer of any charges owed to Family, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the NYPSC. Customer may obtain additional information by contacting Family at [REDACTED] or the NYPSC at 1-800-342-3377, or by writing to the NYPSC at: New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>.

10. Warranty. This “Residential Natural Gas Agreement and Electricity Agreement” document (including the terms and conditions) constitute the entire Agreement for natural gas supply and entire Agreement for electricity supply between Family and the Customer, and supersede any oral or written statements made in connection with the Agreement(s) or Customer’s energy supply. Any changes to the Agreement(s) must be made in writing and agreed to by both Family and the Customer. Family makes no representations or warranties other than those expressly set forth in the Agreement(s), and Family expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. Family will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but Family does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of Family ("Force Majeure Events") may result in interruptions in service. Family will not be liable for any such interruptions caused by a Force Majeure Event, and Family is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity and/or natural gas distribution lines), changes in laws, rules, or regulations of any govern-

mental authority or any other cause beyond Family’s control.

12. Liability. The remedy in any claim or suit by Customer against Family will be solely limited to direct actual damages. By entering into the Agreement(s), Customer waives any right to any other remedy in law or equity. In no event will either Family or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to the Agreement(s).

13. Contact Information. Customer may contact Family’s Customer Service Center [REDACTED] Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Family at: Family Energy Inc., 37 East 28th Street, Suite 902, New York, NY, 10016, or via email at [REDACTED]. Family’s fax number is [REDACTED].

14. Emergency Service. In the event of an energy emergency or service interruption, you should immediately call emergency personnel at your local utility/LDU at the following numbers: Con Ed (800) 752-6633 – O&R (800) 533-5325 – Central Hudson (845) 452-2700 – Rochester Gas & Electric (800) 743-1702 – NYSEG (800) 572-1121 – National Fuel (800) 444-3130 – Niagara Mohawk (800) 892-2345 – Keyspan (718) 643-4050.

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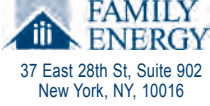
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Family Energy Inc., 37 East 28th St., Suite 902, New York, NY 10016 [REDACTED]

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- IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER’S EXPENSE AND RISK.
- IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: FAMILY ENERGY, 37 EAST 28TH ST., SUITE 902, NEW YORK, NY, 10016, NOT LATER THAN MIDNIGHT OF:

 / /
MM DD YY
(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION. Date of Cancellation: / /
MM DD YY

Signature (I have the authority to sign on behalf of the Account Holder)

Customer’s **Print Name** Relationship to Account Holder / Title (if applicable)

Billing Address: _____
Unit Number Street Number Street Name

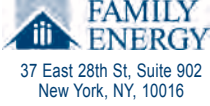
City State Zip Code

Phone Number: _____

Natural Gas Account Number (if applicable) Utility Name

Electricity Account Number (if applicable) Utility Name

AFTER PAGE ONE AND PAGE FOUR ARE COMPLETED, SALES AGENTS
KEEP PAGE ONE AND PAGE FIVE FOR SUBMISSION



NOTICE OF CANCELLATION NYC

Date of Transaction: / /
MM DD YY
(Enter date of Agreement)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

- IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.
- IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER’S EXPENSE AND RISK.
- IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO: FAMILY ENERGY, 37 EAST 28TH ST., SUITE 902, NEW YORK, NY, 10016, NOT LATER THAN MIDNIGHT OF:

 / /
MM DD YY
(Add 3 business days to the date above)

I HEREBY CANCEL THIS TRANSACTION. Date of Cancellation: / /
MM DD YY

Signature (I have the authority to sign on behalf of the Account Holder)

Customer’s **Print Name** Relationship to Account Holder / Title (if applicable)

Billing Address: _____
Unit Number Street Number Street Name

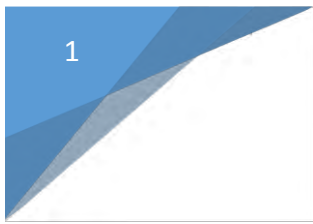
City State Zip Code

Phone Number: _____

Natural Gas Account Number (if applicable) Utility Name

Electricity Account Number (if applicable) Utility Name

Exhibit B



FAMILY ENERGY (NEW YORK)

THIRD PARTY VERIFICATION SCRIPT

[DIALOG WITH CUSTOMER]

Good afternoon Mr./Ms. <CUSTOMER NAME>, I am <CSR NAME> from Family Energy's independent verification service.

This call will be conducted in English, OK?

Can you please confirm your phone number is <CUSTOMER PHONE NUMBER>?

Thank you. I will be calling you back in about a minute in order to review the details of your agreement. To ensure I heard you correctly, your telephone number is <CUSTOMER PHONE NUMBER>. Please ensure the Agent has left your residence and hang up, I will call you right back on your line.

CALL BACK:

Hi, Am I speaking with <CUSTOMER NAME>?

If no: May I speak with <CUSTOMER NAME>?

This is <CSR Name> again, calling from Family Energy's verification service. I just need a couple minutes to confirm your agreement.

Please be advised that this call is being recorded for quality control purposes.

Today is <DATE> at <TIME> correct?

Is your name on the Electricity/Gas utility bill?

If no: Are you the spouse of the account holder?

If yes: Are you authorized to make changes on the account?

If yes: May I please have the account holder's name?

Do you have a "No Solicitation" sign posted?

I need to make sure you're between the ages of 18 and 75; can you please provide me with your date of birth, starting with month?

If Senior: This program is voluntary; you don't have to sign for it. Do you still wish to enroll in this program?

Can you please confirm that the Sales Representative has left the premises?

Did the Family Energy representative present a photo ID badge?

Do you have a copy of the energy agreement you just signed, and do you have it in front of you?

Did the Sales Representative leave you with the page that says ESCO Consumer Bill of Rights?

Did the Family Energy representative leave you with a business card?

FAMILY ENERGY (NEW YORK)

THIRD PARTY VERIFICATION SCRIPT

Can you please look at the white side of the business card; did the agent complete the date, time, name and rep ID?

Can you please look at the blue side of the business card and read back to me the statement that starts with "Family Energy"?

Great, Family Energy is not the utility, the Public Services Commission or the government.

You also understand that the Family Energy sales representative is not associated with or making any representations about any other energy retailer or supply company?

Please be advised that energy supply will be provided by Family Energy, and that energy delivery shall continue to be provided by your utility and the utility will also be available to respond to leaks or other emergencies should they occur.

Do you authorize the release of the following information from your utility: your account profile, billing and historical consumption data and do you understand that you may rescind this authorization at any time by calling [REDACTED] or e-mailing [REDACTED]?

Now I'm going to go through the program details for Agreement # <Contract#>

Can you please confirm your service address is <CUSTOMER ADDRESS>?

I show the billing address to be the same as your service address?

Your utility Electricity/Gas Account Number is <ACCOUNT NUMBER>?

The terms of service includes the price of <PRICE> cents/kWh/THERMS/CCF for <PRODUCT> for a term of <TERM> years, and the [REDACTED] as outlined in your agreement. Is that correct?

Did you agree to the terms of service reviewed with you by the Family Energy representative on [Date]?

Do you understand that your verbal acceptance of Family Energy's offer is an agreement to initiate service and begin enrollment?

You have the right to rescind the Agreement without penalty, up to 3 business days from the date of this conversation. After the 3 days cancellation fees of [REDACTED] per year or partial year remaining on your Agreement will apply. Do you understand?

As a reminder this program is voluntary and savings under this program are not guaranteed.

I need your email address to send you notifications. {PAUSE}

Thanks very much! If you need anything Family Energy's Customer Service number is at the bottom of the agreement. However, for emergencies your utility is always there for you, that hasn't changed.

Thanks, have a great day!