



Department of
Public Service

UPDATED APPLICATIONS PURSUANT TO ORDER 15-M-0157 DUE MARCH 11, 2020

SHOULD BE FILED IN MATTER 19-02972

ENERGY SERVICES COMPANY (ESCO) RETAIL ACCESS APPLICATION FORM (RAAF)

1. Business Information

A. Business Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Website Address:

Customer Service Email Address:

Toll Free Number:

If you intend to market your services under a DBA, list name here:

(Copy of your certificate of assumed name is required, please attach)

B. List energy affiliates, including upstream owners and subsidiaries, (include additional sheets if necessary):

Name:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

C. During the previous 36 months, have any criminal or regulatory sanctions been imposed against any senior officer of the ESCO applicant or any entity holding ownership interests of 10% or more in the ESCO? Yes No

- a. If yes, provide the name and title of each such person as well as a detailed explanation of the sanctions and any relevant context (add additional sheets if necessary):

D. List all states that your company has operated in within the last 24 months:

E. List all trade names used in other states:

2. Contact Information

A. Executive Contact

Name:

Title:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

B. Regulatory Contact

Name:

Title:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

C. Marketing Contact

Name:

Title:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

D. EDI Vendor

Vendor Name:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

3. Markets for Which Eligibility is Sought (“√” relevant boxes):

Market:	Industrial and Large Commercial	Residential and Small Non-Residential (the Mass Market)
Eligibility Sought:		

4. Identify the Types and Locations of Markets

- A. **Eligible ESCOs that have completed Phase III Testing**, place an “√” in the applicable cells of the table below to 1) designate the individual utility retail access programs in which you participate, and the customer market(s) in each program you serve, 2) indicate the commodities you offer in each service territory; and 3) indicate the billing options you offer in each territory.
- B. If you are a **new ESCO applying for eligibility**, please leave this section blank.
- C. If you are an **ESCO that has eligibility but are not serving**, leave this section blank. When you complete Phase III Testing or begin serving you should resubmit this form with the appropriate boxes checked.

Utility	Customer Markets		Commodity		Billing Options			
	Mass Market	Non-Res	Nat Gas	Electric	Utility Rate Ready (URR)	Utility Bill Ready (UBR)	ESCO Combined Billing ¹	Dual Bill
Central Hudson						n/a	n/a	n/a
Con Edison						n/a	n/a	
Corning Natural Gas				n/a	n/a	n/a	n/a	n/a
LIPA			n/a		n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)				n/a	n/a		n/a	
National Grid (Upstate)						n/a	n/a	
National Fuel Gas				n/a		n/a		
NYSEG					n/a		n/a	
Orange & Rockland						n/a	n/a	
Rochester Gas & Electric					n/a		n/a	
St. Lawrence				n/a	n/a	n/a	n/a	n/a

¹ National Fuel users Single Retailer EDI transactions to support ECB.

5. Identify Method(s) of Marketing

Marketing Type	Residential	Small Non-Residential	Industrial and Large Commercial
Door to Door			
Kiosk Sales (at store or event)			
Appointment Only			
Telemarketing			
Direct Mail			
Through Partners (attach list)			See Attachment N
Online Advertisements			
Web Enrollments			

6. Identify Types of Products Offered

Product Type (see instructions)	Residential	Small Non-Residential	Industrial and Large Commercial
Variable-Rate (commodity only) with Guaranteed Savings			
Fixed-Rate within Price Cap			
Renewable (50 percentage points greater than RES LSE Obligation for the year)			
Other Product Type Specifically Approved by the Commission (if applicable, attach detailed description)			N/A
Other	N/A	N/A	

7. Additional Requirements

- A. Copy and proof of acceptance of your registration with the NYS Dept of State and a copy of your certificate of assumed name (if applicable);
- B. Comprehensive copy of your standard sales agreement(s) for each service class and commodity, including presentation of the customer disclosure statement;
- C. Marketing representative ID badge;
- D. Marketing standards quality assurance plan;
- E. Third party verification script;
- F. Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;
- G. Sample of your billing format;
- H. Procedures you will use to obtain customer's authorization for historic usage and credit information;
- I. Copies of information and promotional materials used for mass marketing purposes;
- J. HEFPA documents, if providing energy supply to residential customers;
- K. Internal procedures for the prevention of slamming or cramming;
- L. A list of entities, including contracts and sub-contractors, that will market on behalf of your ESCO;
- M. Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;
- N. NYS DPS Office of Consumer Services Service Provider Form;
- O. Letter from utility that you have successfully completed EDI Phase 1 Testing;
- P. Complaint data from each state in which your company has served within the last 24 months. If your company operates under multiple trade names, you must identify each name used separately and the state in which it was used;
- Q. List and describe any security/data breaches associated with customer proprietary information that occurred in any jurisdiction in which it operates, under any trade name, within the 24 months prior to the application, and actions taken by the applicant in response to the incident. ESCOs also shall provide specific policies and procedures addressing how they intend to secure customer data;
- R. Disclose any history of bankruptcy, dissolution, merger, or acquisition activities during the 24 months prior to this application for each trade name used as well as affiliates of the ESCO, including upstream owners and subsidiaries; and,
- S. Provide an officer certification, in which a high-level officer affirms that the ESCO is willing and able to comply with all applicable laws and regulations.

8. Signature

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

Signature: 

Printed Name: Kevin McMinn

Title: Chief Operating Officer

Date: 4/16/2020

Company Name: CenStar Energy Corp.



CENSTAR ENERGY CORP.

ATTACHMENT A

Energy affiliates, including upstream owners and subsidiaries

Applicant/Customer Name	Publicly Traded? (Y/N)	Trading Symbol/ CUSIP	Publicly Traded Applicant/Customer Corporate Revenue		
Censtar Energy Corp.	N	N/A	N/A		
Affiliate Name	Affiliate Publicly Traded? (Y/N)	Trading Symbol/ CUSIP	Affiliate Type(Ultimate Parent; Intermediate Parent; Other Affiliate)	Affiliate NYISO Customer? (Y/N)	Publicly Traded Affiliate Corporate Revenue
AES Venturess Holdings, LLC	N	N/A	Other Affiliate	N	N/A
AES, Ventures, LLC	N	N/A	Other Affiliate	N	N/A
Ampegy, LLC	N	N/A	Other Affiliate	N	N/A
Associated Energy Holdings, LLC	N	N/A	Other Affiliate	N	N/A
Associated Energy Services, LP	N	N/A	Other Affiliate	N	N/A
Bargain Energy LLC	N	N/A	Other Affiliate	N	N/A
BizTel, LLC	N	N/A	Other Affiliate	N	N/A
Censtar Operating Company, LLC	N	N/A	Other Affiliate	N	N/A
Chemco Supply, LLC	N	N/A	Other Affiliate	N	N/A
Chemco Industrial Supply, LLC	N	N/A	Other Affiliate	N	N/A
CO2 Gas Processing Partners, LLC	N	N/A	Other Affiliate	N	N/A
Criterion Compression, LLC	N	N/A	Other Affiliate	N	N/A
Electric Holdco, LLC	N	N/A	Other Affiliate	N	N/A
Electric Now Holdings, LLC	N	N/A	Other Affiliate	N	N/A
Electricity Maine, LLC	N	N/A	Other Affiliate	N	N/A
Electricity N.H., LLC	N	N/A	Other Affiliate	N	N/A
Emblem Energy, LLC	N	N/A	Other Affiliate	N	N/A
E-Now, LP	N	N/A	Other Affiliate	N	N/A
FLift Investments, LLC	N	N/A	Other Affiliate	N	N/A
Flipco Financial, LLC	N	N/A	Other Affiliate	N	N/A
Fuelco Energy, LLC	N	N/A	Other Affiliate	N	N/A
HIKO Energy, LLC	N	N/A	Other Affiliate	Y	N/A
Homeco Partners LLC	N	N/A	Other Affiliate	N	N/A
Ideal Interaction, LP	N	N/A	Other Affiliate	N	N/A
Major Energy Electric Services, LLC	N	N/A	Other Affiliate	Y	N/A
Major Energy Services LLC	N	N/A	Other Affiliate	N	N/A
Marlin IDR Holdings, LLC	N	N/A	Other Affiliate	N	N/A
Marlin Midstream Holdings, LLC	N	N/A	Other Affiliate	N	N/A
MaxMin Energy Resources Funding Company	N	N/A	Other Affiliate	N	N/A
MaxMin Resources, LLC	N	N/A	Other Affiliate	N	N/A
MB Land & Cattle Company, LLC	N	N/A	Other Affiliate	N	N/A
National Gas & Electric, LLC	N	N/A	Other Affiliate	Y	N/A
National Gas & Electric Texas, LLC	N	N/A	Other Affiliate	N	N/A
NGE HoldCo, LLC	N	N/A	Other Affiliate	N	N/A
NMD Holdings, LLC	N	N/A	Other Affiliate	N	N/A
NuDevco Capital GP I, LLC	N	N/A	Other Affiliate	N	N/A
NuDevco Energy Fund I, LLC	N	N/A	Other Affiliate	N	N/A
NuDevco Midstream Development, LLC	N	N/A	Other Affiliate	N	N/A
NuDevco Midstream Land Company, LLC	N	N/A	Other Affiliate	N	N/A
NuDevco Partners Holdings, LLC	N	N/A	Other Affiliate	N	N/A
NuDevco Partners, LLC	N	N/A	Other Affiliate	N	N/A
NuDevco Retail Holdings, LLC	N	N/A	Other Affiliate	N	N/A
NuDevco Retail, LLC	N	N/A	Other Affiliate	N	N/A
Oasis Power Holdings, LLC	N	N/A	Other Affiliate	N	N/A
Oasis Power, LLC	N	N/A	Other Affiliate	Y	N/A

Perigee Energy, LLC	N	N/A	Other Affiliate	Y	N/A
Polaris Solar, LLC	N	N/A	Other Affiliate	N	N/A
Provider Power Mass, LLC	N	N/A	Other Affiliate	N	N/A
Respond Power LLC	N	N/A	Other Affiliate	Y	N/A
RetailCo Acquisition Co, LLC	N	N/A	Other Affiliate	N	N/A
Retailco Services, LLC	N	N/A	Other Affiliate	N	N/A
RetailCo, LLC	N	N/A	Other Affiliate	N	N/A
Riverwalk Hotelco LLC	N	N/A	Other Affiliate	N	N/A
RSM Energy, LLC	N	N/A	Other Affiliate	N	N/A
Seven Leaf Supply, LLC	N	N/A	Other Affiliate	N	N/A
Spark Energy Gas, LLC	N	N/A	Other Affiliate	N	N/A
Spark Energy, Inc.	Y	SPKE	Ultimate Parent	N	\$813,725,000.00
Spark Energy, LLC	N	N/A	Other Affiliate	Y	N/A
Spark HoldCo, LLC	N	N/A	Intermediate Parent	N	N/A
Tarpon Gas Storage, LP	N	N/A	Other Affiliate	N	N/A
Tarpon Realty, LP	N	N/A	Other Affiliate	N	N/A
Tarpon Realty I, LP	N	N/A	Other Affiliate	N	N/A
Tarpon Realty II, LP	N	N/A	Other Affiliate	N	N/A
Tarpon Realty III, LP	N	N/A	Other Affiliate	N	N/A
Tarpon Realty IV, LP	N	N/A	Other Affiliate	N	N/A
Tarpon Realty V, LP	N	N/A	Other Affiliate	N	N/A
Tarpon Realty HoldCo, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty HoldCo I, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty HoldCo II, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty HoldCo III, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty HoldCo IV, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty HoldCo V, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty Holdings, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty Holdings I, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty Holdings II, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty Holdings III, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty Holdings IV, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Realty Holdings V, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Sparta Gas Storage, LLC	N	N/A	Other Affiliate	N	N/A
Tarpon Whitetail Gas Storage, LLC	N	N/A	Other Affiliate	N	N/A
TexEx Energy Operating, LLC	N	N/A	Other Affiliate	N	N/A
TexEx Energy Partners LTD Co.	N	N/A	Other Affiliate	N	N/A
TGS Drilling, LP	N	N/A	Other Affiliate	N	N/A
TGS Holdings, LLC	N	N/A	Other Affiliate	N	N/A
TGS Land, LP	N	N/A	Other Affiliate	N	N/A
Timberland Growth Investments, LP	N	N/A	Other Affiliate	N	N/A
Timberland Holdings, LLC	N	N/A	Other Affiliate	N	N/A
Timberland New Growth, LLC	N	N/A	Other Affiliate	N	N/A
TxEx Energy Investments, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA, Inc.	N	N/A	Other Affiliate	N	N/A
Verde Energy USA Commodities, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA Connecticut, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA DC, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA Illinois, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA Maryland, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA Massachusetts, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA New Jersey, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA New York, LLC	N	N/A	Other Affiliate	Y	N/A
Verde Energy USA Ohio, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA Pennsylvania, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy Solutions, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA Texas Holdings, LLC	N	N/A	Other Affiliate	N	N/A
Verde Energy USA Texas, LLC	N	N/A	Other Affiliate	N	N/A

Verde Energy USA Trading, LLC	N	N/A	Other Affiliate	N	N/A
Wahoo Enterprises, LLC	N	N/A	Other Affiliate	N	N/A
Wahoo Hirecar Funding, LLC	N	N/A	Other Affiliate	N	N/A
Wahoo Rac, LLC	N	N/A	Other Affiliate	N	N/A
White Stallion Energy Center, LLC	N	N/A	Other Affiliate	N	N/A
Xcal Holdings, LLC	N	N/A	Other Affiliate	N	N/A
Xcalibur Logistics, LLC	N	N/A	Other Affiliate	N	N/A



CENSTAR ENERGY CORP.

ATTACHMENT B

List of states that CenStar Energy Corp. has operated in within the last 24 months

Licenses

State	Entity	Fuel Type	License/ Docket Number	Issued
NJ	CenStar Energy Corp.	Electric	ESL-0238	9/27/2020
NJ	CenStar Energy Corp.	Gas	GSL-0210	9/27/2020
NY	CenStar Energy Corp.	Electric		9/12/2008
NY	CenStar Energy Corp.	Gas		9/12/2008
OH	CenStar Energy Corp.	Electric	12-585E	11/5/2012
OH	CenStar Energy Corp.	Gas	12-276G	11/5/2012



CENSTAR ENERGY CORP.

ATTACHMENT C

NYS Dept. of State Proof of Registration

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 6, 2020.

Selected Entity Name: CENSTAR ENERGY CORP

Selected Entity Status Information

Current Entity Name: CENSTAR ENERGY CORP

DOS ID #: 3698101

Initial DOS Filing Date: JULY 18, 2008

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

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

C T CORPORATION SYSTEM

28 LIBERTY ST.

NEW YORK, NEW YORK, 10005

Chief Executive Officer

W. KEITH MAXWELL, III

12140 WICKCHESTER LANE

SUITE 100

HOUSTON, TEXAS, 77079

Registered Agent

C T CORPORATION SYSTEM

28 LIBERTY ST.

NEW YORK, NEW YORK, 10005

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
100	Par Value	1

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUL 18, 2008	Actual	CENSTAR ENERGY CORP

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

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

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CENSTAR ENERGY CORP.

ATTACHMENT D

Sales Agreements/Terms of Service and Disclosure Statements

The Renewable Contract was already submitted and approved by DPS Staff.



CenStar Energy Corp.
MASS MARKET (RESIDENTIAL AND COMMERCIAL) CUSTOMER DISCLOSURE STATEMENT

Price Plan	<p style="text-align: center;">Fixed-Rate Plan</p> <p>Fixed Rate Plans are limited to a price no greater than the trailing 12-month average utility supply rate plus a premium of no more than 5%.</p>
Rate	«Rate»¢ per «UoM» - «Name»
Monthly Administrative Fee	«Monthly Fee»
Term of Agreement	«Term Length» «Term Type»
Customer Rescind Process	Residential customers or customers solicited via door-to-door sales may rescind this Agreement by calling 1-877-529-6701 within three (3) business days of receipt of these Terms of Service without penalty.
Termination Procedures	You may cancel this Agreement at any other time by calling CenStar Energy, but you will be required to pay the early termination fee described below. You may also cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. CenStar Energy may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations.
Early Termination Fee	There will be an Early Termination Fee (ETF) of «ETF» if you cancel prior to the end of your Term. The ETF shall be applied per meter for commercial customers not solicited via door-to-door sales. For all residential customers and customers solicited via door-to-door sales, the ETF will be no greater than \$100 if the remaining term is less than 12 months and no greater than \$200 if the remaining term is 12 months or more.
Late Payments	Late fees are calculated and billed by the Local Distribution Utility at a rate of 1.5% per month on overdue balances.
Agreement Renewal	You will receive a written notification 30 to 60 days prior to the expiration date. After the Initial Term, unless your affirmative consent is attained, this Agreement will automatically renew on a variable guaranteed savings rate until terminated by either party.
Guaranteed Savings	This Agreement offers no guaranteed savings and your rate may be higher than the utility rate.

New York State Public Service Commission
Your Rights as an Energy Services Company Consumer
ESCO Consumers Bill of Rights

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

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

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

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 or the ESCO hotline at 1-888-697-7728 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

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

New York Residential and Small Commercial Terms of Service

This is an agreement for electric service between Censtar Energy Corp. ("CenStar Energy", "Company" or "We") and you ("You" or "Customer"), for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, the Customer Disclosure Statement (CDS), the Terms of Service set forth herein, and your Welcome Letter or Electric Service Agreement (ESA), if any, collectively describe your agreement with respect to your purchase of electric service from Company (Agreement). In the event of any conflict between the terms of the CDS and the terms of the Welcome Letter or Electric Service Agreement, the CDS terms will govern. You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Company is approved by the New York State Public Service Commission to offer and supply electric services in New York. We will supply the energy and set the supply prices and charges that you pay. Your Local Distribution Utility will continue to deliver the electricity to you and respond to leaks and emergencies. The Public Service Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions:

- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating, or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Generation Charge – Charge for production of electricity.
- Public Service Commission (PSC) – the New York State Public Service Commission.
- New York Independent System Operator (NYISO) – The independent entity that operates the bulk transmission system in New York.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an LDU.

Right of Rescission - Residential customers and customers solicited via door-to-door sales have the right to rescind this Agreement within three (3) business days after receipt of the Customer Disclosure Statement and Terms of Service without penalty.

Terms of Service

1. Basic Service Prices.

Fixed-Rate Plan: You will pay the fixed rate per kWh as specified in your CDS for the length of the Term. Your fixed rate will be no greater than 5% above the LDU's posted 12-month historical rolling average of LDU default supply rates on the day you execute this Agreement. This rate will remain applicable for the Term regardless of subsequent changes in the LDU's average rates. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS.

The rate you pay Company will include the Generation Charge and Transmission Charge. This plan does not include renewable content above the minimum amount required. Your price does not include applicable New York sales tax, use tax, local tax or gross receipt taxes imposed by New York State Tax Law. You are responsible for any and all taxes (whether passed through to you on the LDU's bill as a separate line item, or included in the price of electricity, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature, and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Company with the necessary certificates and other documentation to qualify for such status.

2. Billing. Company's services are only a portion of your total monthly bill for the delivery of electricity. Your LDU will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Your LDU may provide Company your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. Company does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Energy Service Company ("ESCO").

3. Length of Agreement (Term) (No Guarantee of Switch Period). The Term of this Agreement is shown on your CDS. With the exception of a new meter installation or special meter reading date, you will buy your electric service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from Company on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Company cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Company from any liability for, or arising out of, delays in this process.

4. Penalties, Fees and Exceptions.

Mass Market (residential and small commercial) customers and customers solicited via Door-to-Door Sales as defined in the New York State Uniform Business Practices: If you cancel or terminate this Agreement prior to the end of the Term, you will pay an early termination fee of no more than \$100 if your agreement has a term of less than 12 months remaining

and no more than \$200 if your agreement has a term of more than 12 months remaining, if applicable to your plan, unless such early termination fee is waived or otherwise modified in writing by Company. The amount of your early termination fee, if applicable, is disclosed in your CDS.

Commercial Customers not solicited via Door-to-Door Sales: You will pay an early termination fee, if applicable to your plan, if you cancel or terminate this Agreement prior to the end of the Term, unless such early termination fee is waived or otherwise modified in writing by Company. The amount of your early termination fee, if applicable to your plan, is disclosed in your CDS.

Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early termination fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the third business day after the date of your enrollment. Upon cancellation of the Agreement, Company will provide a cancellation number. After such third business day, you may cancel this Agreement at any time by calling Company at 1-877-529-6701, but you will be required to pay the early termination fee described in Section 4 above if applicable. You may also cancel this Agreement without penalty if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Company notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason Company is no longer able to economically continue this Agreement, Company may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Company if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Company is or becomes untrue. Upon early termination of this Agreement by Company, your available remedies will be limited as provided in Sections 9, 10 and 11 of this Agreement. If this Agreement is canceled, expires, or is otherwise terminated, you will receive uninterrupted service from the LDU until you designate another provider of electric generation service or service is shut off by the LDU. Only the LDU may shut off your electric service.

6. Agreement Expiration/Renewal/Change in Terms. If you have a fixed term Agreement approaching the expiration date, or whenever we propose to change the terms of service, you will receive a written notification that precedes either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to a notice of expiration, your service with Company will automatically renew on a month-to-month basis at a variable guaranteed savings rate until (i) you provide affirmative consent for another offer from Company, (ii) you enroll with another ESCO, or (iii) either you or Company return your account to the Utility's default supply service. The initial term of a fixed term agreement will expire on the meter read date in the last month of the initial Term.

If your Agreement renews at the end of the Term, you may terminate the contract without penalty if you object within three (3) business days after receipt of the first billing statement with renewed terms. If there is a change in law or regulation that renders this product non-compliant with applicable rules and laws, Company reserves the right to amend this agreement to ensure compliance.

7. Information Release and Authorization, Credit Review. By accepting the Agreement, you authorize Company to obtain information from the LDU through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Company to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to Company's affiliates and business partners for marketing purposes. You further authorize Company, its affiliates, and its third party

vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Company to cause the transmission of text messages to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for six years thereafter consistent with the statute of limitations for contractual disputes and may be used by Company in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Company in association with its business as a retail energy provider. You may rescind these authorizations at any time by either calling Company at 1-877-529-6701 or providing written notice to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Company.

8. Dispute Procedures. Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. You may contact the New York Department ESCO hotline at 1-888-697-7728 to file a complaint if you are not satisfied after discussing your questions or concerns with us.

9. Warranties. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss. IN THE EVENT CUSTOMER FAILS TO REPORT A DISPUTE WITHIN THIRTY (30) DAYS OF THE DISPUTED OCCURRENCE OR THE DATE OF THE DISPUTED BILLING STATEMENT, CUSTOMER WAIVES ANY AND ALL RIGHTS TO ASSERT THE DISPUTE AND ANY DISPUTED INVOICE SHALL BE DEEMED CORRECT FOR ALL PURPOSES. THIS THIRTY (30) DAY REQUIREMENT SHALL TAKE PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.

11. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

(a) Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

(c) Right to Opt Out of this Arbitration Agreement. **YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN THE FIRST 30 DAYS AFTER THE EARLIEST OF THE FIRST TIME YOU (A) ENROLL AND BEGIN PURCHASING SERVICES FROM COMPANY; OR (B) SIGN UP FOR ANY FURTHER PROGRAM OR SERVICE PROVIDED BY COMPANY. YOU MAY ALSO OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS AFTER WE NOTIFY YOU REGARDING A MATERIAL**

CHANGE TO THIS ARBITRATION AGREEMENT. You may opt out by sending an email through Company's website at censtarenergy.com or by sending a letter to 12140 Wickchester Lane, Suite 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

(d) **How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the county of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

(e) **Waiver of Right to Bring Class Action & Representative Claims.** All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

(f) **Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

12. Force Majeure: If Company is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Company that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, pipeline operators, other suppliers, qualified scheduling entities, LDUs, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

13. Miscellaneous.

(a) **Customer Protections for Residential Customers.** The services provided by Company to Customer are governed by the terms and conditions of this document and the New York Public Service Commission rules and regulations (Orders) including the Uniform Business Practices Act ("UBP") and other applicable requirements including the New York State Home Energy Fair Practices Act ("HEFPA" for residential customers.). In the event of non-payment of any charges owed to Company, you may be subject to termination of electricity service and the suspension of distribution service under procedures approved by the PSC. You may obtain additional information by contacting Company at 1-877-529-6701 or the PSC by the means provided at the bottom of these Terms of Service.

(b) Energy delivery shall continue to be provided by your LDU. Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Company and you will be bound by the measurement from the meters owned, installed, maintained and read by the LDU.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

(d) A wet, electronic, or faxed signature on an Electric Service Agreement, or a voice recorded verification of authorization, is an agreement to initiate service and begin enrollment with Company. These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without Company's prior written consent. Upon providing at least thirty (30) calendar days' notice to you and the LDU, Company may assign this Agreement, together with all rights and obligations hereunder, to (i) Company's electricity supplier, or such supplier's designee, (ii) an affiliate of Company or

to any other person succeeding to all or substantially all of Company's assets, (iii) in connection with any financing or other financial arrangement, or (iv) to another Energy Services Company.

(f) Any failure by Company to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

(i) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

14. Contact Information. In the event of an after-hours emergency, you can contact Company to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company:

CenStar Energy Corp.
12140 Wickchester Lane, Suite 100
Houston, TX 77079
1-877-529-6701
www.censtarenergy.com
Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 5:00 p.m. Eastern Standard Time

Local Distribution Utility &
Provider of Last Resort:

Orange & Rockland
390 W. Route 59
Spring Valley, NY 10977
www.oru.com
1-800-434-4100

In the case of an outage, call:

Rochester Gas & Electric Corporation
390 W. Route 59
Spring Valley, NY 10977
Self Service: 1-800-743-2110
www.rge.com
1-800-743-1701

In the case of an outage, call:

New York State Electric and Gas (NYSEG)
1-800-572-1111
P.O. Box 5224
Binghamton, NY 13902
www.nyseg.com
1-800-572-1121

In the case of an outage, call:

Consolidated Edison of New York (Con Ed)
Cooper Station
P.O. Box 138
New York, NY 10276-0138
1-800-752-6633
www.coned.com
1-800-752-6633

In the case of an outage, call:

National Grid (Niagara Mohawk)

Customer Service Center
300 Erie Boulevard West
Syracuse, NY 13202-4250
1-800-642-4272
www.nationalgridus.com
1-800-867-5222

In the case of an outage, call:

Central Hudson Gas & Electric Corporation (Cenhud)

245 South Ave.
Poughkeepsie, NY 12601
1-800-527-2714
www.cenhud.com
1-800-527-2714

In the case of an outage, call:

Public Service Commission:

New York State Public Service Commission
Office of Consumer Services
NYS Department of Public Service
3 Empire State Plaza
Albany, NY 12223
1-800-342-3377
www.dps.state.ny.us.com

Competitive Energy Hotline:

1-888-697-7728

15. Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.

CenStar Energy Corp.
MASS MARKET (RESIDENTIAL AND COMMERCIAL) CUSTOMER DISCLOSURE STATEMENT

Price Plan	<p>«Renewable Content» Renewably-Sourced, «Fixed-Rate Plan OR Variable-Rate Plan»</p> <p>At least 50%, up to 100%, of your electricity usage will be matched with renewable resources. See Section 1.</p>
Rate	<p>«Rate»¢ per «UoM» - «Name»</p> <p>«IF VARIABLE, THEN: The Renewably-Sourced, Variable Rate Plan is a month-to-month plan based on a variable rate methodology which shall reflect, for each month, the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission if applicable, and other market-related factors, plus all applicable taxes, fees, charges or other assessments, and Company's costs, expenses and margins. There is no limit to the variable generation rate, and it may be higher than that charged by the Utility.»</p>
Monthly Administrative Fee	«Monthly Fee»
Term of Agreement	«12, 24, or 36» «Term Type» or «This Agreement will continue until terminated by either party»
Customer Rescind Process	Residential customers or customers solicited via door-to-door sales may rescind this Agreement by calling 1--877-529-6701 within three (3) business days of receipt of these Terms of Service without penalty.
Termination Procedures	You may cancel this Agreement at any other time by calling CenStar Energy, but you will be required to pay the early termination fee described below. You may also cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. CenStar Energy may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations.
Early Termination Fee	There will be an Early Termination Fee (ETF) of «ETF» if you cancel prior to the end of your Term. The ETF shall be applied per meter for commercial customers not solicited via door-to-door sales. For all residential customers and customers solicited via door-to-door sales, the ETF will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more. There are no early termination fees on variable rate plans.
Late Payments	Late fees are calculated and billed by the Local Distribution Utility at a rate of 1.5% per month on overdue balances.
Agreement Renewal	«If you have a fixed term contract approaching the expiration date, you will receive a written notification 30 to 60 days prior to the expiration date. After the Initial Term, unless your affirmative consent is attained, this Agreement

	will automatically renew on a variable guaranteed savings rate until terminated by either party.» OR FOR A VARIABLE RENEWABLY SOURCED AGREEMENT «This Agreement will continue until terminated by either party.»
Guaranteed Savings	This Agreement offers no guaranteed savings and your rate may be higher than the utility rate.

**New York State Public Service Commission
Your Rights as an Energy Services Company Consumer
ESCO Consumers Bill of Rights**

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

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

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

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 or the ESCO hotline at 1-888-697-7728 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

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

New York Residential and Small Commercial Customer Disclosure Statement and Terms of Service

This is an agreement for electric service between Censtar Energy Corp. ("CenStar Energy", "Company" or "We") and you ("You" or "Customer"), for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Customer Disclosure Statement (CDS), including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement (ESA) collectively describe your agreement with respect to your purchase of electric service from Company (Agreement). In the event of any conflict between the terms of the CDS and the terms of the Welcome Letter or Electric Service Agreement, the CDS terms will govern. You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Company is approved by the New York State Public Service Commission to offer and supply electric services in New York. We will supply the energy and set the supply prices and charges that you pay. Your Local Distribution Utility will continue to deliver the electricity to you and respond to leaks and emergencies. The Public Service Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions:

- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Generation Charge – Charge for production of electricity.
- Public Service Commission (PSC) – the New York State Public Service Commission.
- New York Independent System Operator (NYISO) – The independent entity that operates the bulk transmission system in New York.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Right of Rescission - Residential customers and customers solicited via door-to-door sales have the right to rescind this Agreement within three (3) business days after receipt of the Customer Disclosure Statement and Terms of Service.

Terms of Service

1. Basic Service Prices.

Your rate plan will be as specified in your CDS.

Renewably-Sourced, Fixed-Rate Plan: You will pay the fixed rate per kWh as specified in your CDS for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS.

Renewably-Sourced, Variable-Rate Plan: You will pay the variable rate per kWh as specified in your CDS for the length of your Term. THE RENEWABLY-SOURCED, VARIABLE RATE PLAN IS A MONTH-TO-MONTH PLAN BASED ON A VARIABLE RATE METHODOLOGY WHICH SHALL REFLECT, FOR EACH MONTH, THE COST OF ELECTRICITY OBTAINED FROM ALL SOURCES (INCLUDING ENERGY, CAPACITY, SETTLEMENT, ANCILLARIES), RELATED TRANSMISSION IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES OR OTHER ASSESSMENTS, AND COMPANY'S COSTS, EXPENSES AND MARGINS. THERE IS NO LIMIT TO THE VARIABLE GENERATION RATE, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS.

The minimum required renewable content of this plan will be at least 50% greater than the New York State Renewable Energy Standard for each year of the term. The renewable content of this plan will not exceed 100%. Company will satisfy the minimum requirements of this plan by purchasing Renewable Energy Credits ("RECs"), other qualifying renewable attributes, or making Alternative Compliance Payments ("ACPs") to match a specified percentage of your energy usage. Any RECs, renewable attributes, or electricity supporting the minimum renewable content of this plan will be sourced from renewable resources, including solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity, or other qualifying renewable resources as may be recognized by a governmental authority having jurisdiction over this agreement or the services to be provided hereunder.

The rate you pay Company will include the Generation Charge and Transmission Charge and include the renewable content of your plan. Your price does not include applicable New York sales tax, use tax, local tax or gross receipt taxes imposed by New York State Tax Law. You are responsible for any and all taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Company with the necessary certificates and other documentation to qualify for such status.

2. Billing. Company's services are only a portion of your total monthly bill for the delivery of electricity. Your LDU will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Your LDU may provide Company your customer billing and payment information as

part of the billing process. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. Company does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Energy Service Company ("ESCO").

3. Length of Agreement (Term) (No Guarantee of Switch Period). The Term of this Agreement is shown on your CDS. With the exception of a new meter installation or special meter reading date, you will buy your electric service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from Company on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Company cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Company from any liability for, or arising out of, delays in this process.

4. Penalties, Fees and Exceptions.

Mass Market (residential and small commercial) customers and customers solicited via Door-to-Door Sales as defined in the New York State Uniform Business Practices: If you cancel or terminate this Agreement prior to the end of the Term, you will pay an early termination fee of no more than \$100 if your agreement has a term of less than 12 months remaining and no more than \$200 if your agreement has a term of more than 12 months remaining, if applicable to your plan, unless such early termination fee is waived or otherwise modified in writing by Company. The amount of your early termination fee, if applicable, is disclosed in your CDS.

Commercial Customers not solicited via Door-to-Door Sales: You will pay an early termination fee, if applicable to your plan, if you cancel or terminate this Agreement prior to the end of the Term, unless such early termination fee is waived or otherwise modified in writing by Company. The amount of your early termination fee, if applicable to your plan, is disclosed in your CDS.

Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early termination fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the third business day after the date of your enrollment. Upon cancellation of the Agreement, Company will provide a cancellation number. After such third business day, you may cancel this Agreement at any time by calling Company at 1-877-529-6701, but you will be required to pay the early termination fee described in Section 4 above if applicable. You may also cancel this Agreement without penalty if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Company notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason Company is no longer able to economically continue this Agreement, Company may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Company if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Company is or becomes untrue. Upon early termination of this Agreement by Company, your available remedies will be limited as provided in Sections 9, 10 and 11 of this Agreement. If this Agreement is canceled, expires, or is otherwise terminated, you will receive uninterrupted service from the LDU until you designate another provider of electric generation service or service is shut off by the LDU. Only the LDU may shut off your electric service.

6. Agreement Expiration/Renewal/Change in Terms. If you have a fixed term Agreement approaching the expiration date, or whenever we propose to change the terms of service, you will receive a written notification that precedes either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to a notice of expiration, your service with Company will automatically renew on a month-to-month basis at a variable guaranteed savings rate until (i) you provide affirmative consent for another offer from Company, (ii) you enroll with another ESCO,

or (iii) either you or Company return your account to the Utility's default supply service. The initial term of a fixed term agreement will expire on the meter read date in the last month of the initial Term.

If your Agreement renews at the end of the Term, you may terminate the contract without penalty if you object within three (3) business days after receipt of the first billing statement with renewed terms. If there is a Change in Law or Regulation as defined in Section 7 that renders this product non-compliant with applicable rules and laws, Company reserves the right to amend this agreement to ensure compliance.

7. Information Release and Authorization, Credit Review. By accepting the Agreement, you authorize Company to obtain information from the LDU through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Company to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to Company's affiliates and business partners for marketing purposes. You further authorize Company, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Company to cause the transmission of text messages to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for six years thereafter consistent with the statute of limitations for contractual disputes and may be used by Company in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Company in association with its business as a retail energy provider. You may rescind these authorizations at any time by either calling Company at 1-877-529-6701 or providing written notice to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Company.

8. Dispute Procedures. Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. You may contact the New York Department ESCO hotline at 1-888-697-7728 to file a complaint if you are not satisfied after discussing your questions or concerns with us.

9. Warranties. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss. IN THE EVENT CUSTOMER FAILS TO REPORT A DISPUTE WITHIN THIRTY (30) DAYS OF THE DISPUTED OCCURRENCE OR THE DATE OF THE DISPUTED BILLING STATEMENT, CUSTOMER WAIVES ANY AND ALL RIGHTS TO ASSERT THE DISPUTE AND ANY DISPUTED INVOICE SHALL BE DEEMED CORRECT FOR ALL PURPOSES. THIS THIRTY (30) DAY REQUIREMENT SHALL TAKE PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.

11. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

(a) **Scope of the Arbitration Agreement.** Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) **Informal Dispute Resolution.** Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

(c) **Right to Opt Out of this Arbitration Agreement.** **YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN THE FIRST 30 DAYS AFTER THE EARLIEST OF THE FIRST TIME YOU (A) ENROLL AND BEGIN PURCHASING SERVICES FROM COMPANY; OR (B) SIGN UP FOR ANY FURTHER PROGRAM OR SERVICE PROVIDED BY COMPANY. YOU MAY ALSO OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS AFTER WE NOTIFY YOU REGARDING A MATERIAL CHANGE TO THIS ARBITRATION AGREEMENT.** You may opt out by sending an email through Company's website at censtarenergy.com or by sending a letter to 12140 Wickchester Lane, Suite 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

(d) **How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the county of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

(e) **Waiver of Right to Bring Class Action & Representative Claims.** All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

(f) **Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

12. Force Majeure: If Company is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Company that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, pipeline operators, other suppliers, qualified scheduling entities, LDUs, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

13. Miscellaneous.

(a) **Customer Protections for Residential Customers.** The services provided by Company to Customer are governed by the terms and conditions of this document and the New York Public Service Commission rules and regulations (Orders) including the Uniform Business Practices Act ("UBP") and other applicable requirements including the New York State Home Energy Fair Practices Act ("HEFPA" for residential customers.). In the event of non-payment of any charges owed to Company, you may be subject to termination of electricity service and the suspension of distribution service under procedures approved by the PSC. You

may obtain additional information by contacting Company at 1-877-529-6701 or the PSC by the means provided at the bottom of these Terms of Service.

(b) Energy delivery shall continue to be provided by your LDU. Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Company and you will be bound by the measurement from the meters owned, installed, maintained and read by the LDU.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

(d) A wet, electronic, or faxed signature on an Electric Service Agreement, or a voice recorded verification of authorization, is an agreement to initiate service and begin enrollment with Company. These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without Company's prior written consent. Upon providing at least thirty (30) calendar days' notice to you and the LDU, Company may assign this Agreement, together with all rights and obligations hereunder, to (i) Company's electricity supplier, or such supplier's designee, (ii) an affiliate of Company or to any other person succeeding to all or substantially all of Company's assets, (iii) in connection with any financing or other financial arrangement, or (iv) to another Energy Services Company.

(f) Any failure by Company to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

(i) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

14. Contact Information. In the event of an after-hours emergency, you can contact Company to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company:

CenStar Energy Corp.
12140 Wickchester Lane, Suite 100
Houston, TX 77079
1-877-529-6701
www.censtarenergy.com
Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 5:00 p.m. Eastern Standard Time

Local Distribution Utility &
Provider of Last Resort:

Orange & Rockland
390 W. Route 59
Spring Valley, NY 10977
www.oru.com
1-800-434-4100

In the case of an outage, call:

Rochester Gas & Electric Corporation
390 W. Route 59
Spring Valley, NY 10977
Self Service: 1-800-743-2110
www.rge.com
1-800-743-1701

In the case of an outage, call:

New York State Electric and Gas (NYSEG)

1-800-572-1111
P.O. Box 5224
Binghamton, NY 13902
www.nyseg.com
1-800-572-1121

In the case of an outage, call:

Consolidated Edison of New York (Con Ed)

Cooper Station
P.O. Box 138
New York, NY 10276-0138
1-800-752-6633
www.coned.com
1-800-752-6633

In the case of an outage, call:

National Grid (Niagara Mohawk)

Customer Service Center
300 Erie Boulevard West
Syracuse, NY 13202-4250
1-800-642-4272
www.nationalgridus.com
1-800-867-5222

In the case of an outage, call:

Central Hudson Gas & Electric Corporation (Cenhud)

245 South Ave.
Poughkeepsie, NY 12601
1-800-527-2714
www.cenhud.com
1-800-527-2714

In the case of an outage, call:

Public Service Commission:

New York State Public Service Commission
Office of Consumer Services
NYS Department of Public Service
3 Empire State Plaza
Albany, NY 12223
1-800-342-3377
www.dps.state.ny.us.com

Competitive Energy Hotline:

1-888-697-7728

15. Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.



CenStar Energy Corp.
MASS MARKET (RESIDENTIAL AND COMMERCIAL) CUSTOMER DISCLOSURE STATEMENT

Price Plan	<p style="text-align: center;">Fixed-Rate Plan</p> <p>Fixed Rate Plans are limited to a price no greater than the trailing 12-month average utility supply rate plus a premium of no more than 5%.</p>
Rate	«Rate»¢ per «UoM» - «Name»
Monthly Administrative Fee	«Monthly Fee»
Term of Agreement	«Term Length» «Term Type»
Customer Rescind Process	Residential customers or customers solicited via door-to-door sales may rescind this Agreement by calling 1-877-529-6701 within three (3) business days of receipt of these Terms of Service without penalty.
Termination Procedures	You may cancel this Agreement at any other time by calling CenStar Energy, but you will be required to pay the early termination fee described below. You may also cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for all payments due hereunder until the cancellation of natural gas supply service is completed. CenStar Energy may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations.
Early Termination Fee	There will be an Early Termination Fee (ETF) of «ETF» if you cancel prior to the end of your Term. The ETF shall be applied per meter for commercial customers not solicited via door-to-door sales. For all residential customers and customers solicited via door-to-door sales, the ETF will be no greater than \$100 if the remaining term is less than 12 months and no greater than \$200 if the remaining term is 12 months or more.
Late Payments	Late fees are calculated and billed by the Local Distribution Utility at a rate of 1.5% per month on overdue balances.
Agreement Renewal	You will receive a written notification 30 to 60 days prior to the expiration date. After the Initial Term, unless your affirmative consent is attained, this Agreement will automatically renew on a variable guaranteed savings rate until terminated by either party.
Guaranteed Savings	This Agreement offers no guaranteed savings and your rate may be higher than the utility rate.

New York State Public Service Commission
Your Rights as an Energy Services Company Consumer
ESCO Consumers Bill of Rights

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

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

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

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 or the ESCO hotline at 1-888-697-7728 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

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

New York Residential and Small Commercial Terms of Service

This is an agreement for natural gas service between Censtar Energy Corp, LLC ("CenStar Energy", "Company" or "We") and you ("You" or "Customer"), for the service address or addresses set forth in your Welcome Letter or Natural Gas Service Agreement. Together, the Customer Disclosure Statement (CDS), the Terms of Service set forth herein, and your Welcome Letter or Natural Gas Service Agreement (NGSA), if any, collectively describe your agreement with respect to your purchase of natural gas service from Company (Agreement). In the event of any conflict between the terms of the CDS and the terms of the Welcome Letter or NGSA, the CDS terms will govern. You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Company is approved by the New York State Public Service Commission to offer and supply natural gas services in New York. We will supply the natural gas and set the supply prices and charges that you pay. Your Local Distribution Utility will continue to deliver the natural gas to you and respond to leaks and emergencies. The Public Service Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions:

- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating, or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Commodity Charge – Charge for the supply of natural gas.
- Public Service Commission (PSC) – the New York State Public Service Commission.
- Transmission Charge – Charge for moving natural gas from a supply point to the distribution system of an LDU.

Right of Rescission - Residential customers and customers solicited via door-to-door sales have the right to rescind this Agreement within three (3) business days after receipt of the Customer Disclosure Statement and Terms of Service without penalty.

Terms of Service

1. Basic Service Prices.

Fixed-Rate Plan: You will pay the fixed rate per Mcf, Ccf, dekatherm or therm, as specified in your CDS for the length of the Term. Your fixed rate will be no greater than 5% above the LDU's posted 12-month historical rolling average of LDU default supply rates on the day you execute this Agreement. This rate will remain applicable for the Term regardless of subsequent changes in the LDU's average rates. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS.

The rate you pay Company will include the Commodity Charge and Transmission Charge. This plan does not include renewable content above the minimum amount required. Your price does not include applicable New York sales tax, use tax, local tax or gross receipt taxes imposed by New York State Tax Law. You are responsible for any and all taxes (whether passed through to you on the LDU's bill as a separate line item, or included in the price of natural gas, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature, and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Company with the necessary certificates and other documentation to qualify for such status.

2. Billing. Company's services are only a portion of your total monthly bill for natural gas service. Your LDU will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Commodity Charge, and any other charges incurred in accordance with this Agreement. Your LDU may provide Company your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. Company does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Energy Service Company ("ESCO").

3. Length of Agreement (Term) (No Guarantee of Switch Period). The Term of this Agreement is shown on your CDS. With the exception of a new meter installation or special meter reading date, you will buy your natural gas service for the service addresses set forth in your Welcome Letter or NGSA from Company on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Company cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Company from any liability for, or arising out of, delays in this process.

4. Penalties, Fees and Exceptions.

Mass Market (residential and small commercial) customers and customers solicited via Door-to-Door Sales as defined in the New York State Uniform Business Practices: If you cancel or terminate this Agreement prior to the end of the Term, you will pay an early termination fee of no more than \$100 if your agreement has a term of less than 12 months remaining and no more than \$200 if your agreement has a term of more than 12 months remaining, if applicable to your plan, unless such early termination fee is waived or otherwise modified in writing by Company. The amount of your early termination fee, if applicable, is disclosed in your CDS.

Commercial Customers not solicited via Door-to-Door Sales: You will pay an early termination fee, if applicable to your plan, if you cancel or terminate this Agreement prior to the end of the Term, unless such early termination fee is waived or otherwise modified in writing by Company. The amount of your early termination fee, if applicable to your plan, is disclosed in your CDS.

Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early termination fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the third business day after the date of your enrollment. Upon cancellation of the Agreement, Company will provide a cancellation number. After such third business day, you may cancel this Agreement at any time by calling Company at 1-877-529-6701, but you will be required to pay the early termination fee described in Section 4 above if applicable. You may also cancel this Agreement without penalty if you move to another location outside of your LDU's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Company notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of natural gas service is completed. If for any reason Company is no longer able to economically continue this Agreement, Company may terminate this Agreement at any time with at least fifteen (15) calendar days' notice to you after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Company if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Company is or becomes untrue. Upon early termination of this Agreement by Company, your available remedies will be limited as provided in Sections 9, 10 and 11 of this Agreement. If this Agreement is canceled, expires, or is otherwise terminated, you will receive uninterrupted service from the LDU until you designate another provider of natural gas service or service is shut off by the LDU. Only the LDU may shut off your natural gas service.

6. Agreement Expiration/Renewal/Change in Terms. If you have a fixed term Agreement approaching the expiration date, or whenever we propose to change the terms of service, you will receive a written notification that precedes either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to a notice of expiration, your service with Company will automatically renew on a month-to-month basis at a variable guaranteed savings rate until (i) you provide affirmative consent for another offer from Company, (ii) you enroll with another ESCO, or (iii) either you or Company return your account to the Utility's default supply service. The initial term of a fixed term agreement will expire on the meter read date in the last month of the initial Term.

If your Agreement renews at the end of the Term, you may terminate the contract without penalty if you object within three (3) business days after receipt of the first billing statement with renewed terms. If there is a change in law or regulation that renders this product non-compliant with applicable rules and laws, Company reserves the right to amend this agreement to ensure compliance.

7. Information Release and Authorization, Credit Review. By accepting the Agreement, you authorize Company to obtain information from the LDU through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Company to release that information to third parties who need to use or be aware of such information in connection with your natural gas service under the Agreement, as well as to Company's affiliates and business partners for marketing purposes. You further authorize Company, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including

by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Company to cause the transmission of text messages to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for six years thereafter consistent with the statute of limitations for contractual disputes and may be used by Company in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Company in association with its business as a retail energy provider. You may rescind these authorizations at any time by either calling Company at 1-877-529-6701 or providing written notice to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold natural gas consumption levels as determined by Company.

8. Dispute Procedures. Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. You may contact the New York Department ESCO hotline at 1-888-697-7728 to file a complaint if you are not satisfied after discussing your questions or concerns with us.

9. Warranties. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas after receipt at the delivery point or points. COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss. IN THE EVENT CUSTOMER FAILS TO REPORT A DISPUTE WITHIN THIRTY (30) DAYS OF THE DISPUTED OCCURRENCE OR THE DATE OF THE DISPUTED BILLING STATEMENT, CUSTOMER WAIVES ANY AND ALL RIGHTS TO ASSERT THE DISPUTE AND ANY DISPUTED INVOICE SHALL BE DEEMED CORRECT FOR ALL PURPOSES. THIS THIRTY (30) DAY REQUIREMENT SHALL TAKE PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.

11. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

(a) Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

(c) Right to Opt Out of this Arbitration Agreement. **YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN THE FIRST 30 DAYS AFTER THE EARLIEST OF THE FIRST TIME YOU (A) ENROLL AND BEGIN PURCHASING SERVICES FROM COMPANY; OR (B) SIGN UP FOR ANY FURTHER PROGRAM OR SERVICE PROVIDED BY COMPANY. YOU MAY ALSO OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS AFTER WE NOTIFY YOU REGARDING A MATERIAL CHANGE TO THIS ARBITRATION AGREEMENT.** You may opt out by sending an email through Company's website at censtarenergy.com or by sending a letter to 12140 Wickchester Lane, Suite 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

(d) **How Arbitration Works.** Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the county of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

(e) **Waiver of Right to Bring Class Action & Representative Claims.** All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

(f) **Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

12. Force Majeure: If Company is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Company that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, pipeline operators, other suppliers, qualified scheduling entities, LDUs, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

13. Miscellaneous.

(a) **Customer Protections for Residential Customers.** The services provided by Company to Customer are governed by the terms and conditions of this document and the New York Public Service Commission rules and regulations (Orders) including the Uniform Business Practices Act ("UBP") and other applicable requirements including the New York State Home Energy Fair Practices Act ("HEFPA" for residential customers.). In the event of non-payment of any charges owed to Company, you may be subject to termination of natural gas service and the suspension of distribution service under procedures approved by the PSC. You may obtain additional information by contacting Company at 1-877-529-6701 or the PSC by the means provided at the bottom of these Terms of Service.

(b) Energy delivery shall continue to be provided by your LDU. Your natural gas service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any natural gas provided under this Agreement as an auxiliary or supplement to any other source of natural gas. The supply of natural gas under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for natural gas service. Company and you will be bound by the measurement from the meters owned, installed, maintained and read by the LDU.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to principles of conflicts of laws.

(d) A wet, electronic, or faxed signature on an NGS, or a voice recorded verification of authorization, is an agreement to initiate service and begin enrollment with Company. These Terms of Service, along with your Welcome Letter or NGS, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company concerning the subject matter of the Agreement.

(e) You may not assign this Agreement or your obligations under this Agreement without Company's prior written consent. Upon providing at least thirty (30) calendar days' notice to you and the LDU, Company may assign this Agreement, together with all rights and obligations hereunder, to (i) Company's natural gas supplier, or such supplier's designee, (ii) an affiliate of Company or to any other person succeeding to all or substantially all of Company's assets, (iii) in connection with any financing or other financial arrangement, or (iv) to another Energy Services Company.

(f) Any failure by Company to enforce any term or condition of your natural gas service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

(i) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

14. Contact Information. In the event of an after-hours emergency, you can contact Company to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company:

CenStar Energy Corp.
12140 Wickchester Lane, Suite 100
Houston, TX 77079
1-877-529-6701
www.censtarenergy.com
Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 5:00 p.m. Eastern Standard Time

Local Distribution Utility &
Provider of Last Resort:

Orange & Rockland
390 W. Route 59
Spring Valley, NY 10977
www.oru.com
1-800-434-4100

In the case of an outage, call:

Rochester Gas & Electric Corporation
390 W. Route 59
Spring Valley, NY 10977
Self Service: 1-800-743-2110
www.rge.com
1-800-743-1701

In the case of an outage, call:

New York State Electric and Gas (NYSEG)
1-800-572-1111
P.O. Box 5224
Binghamton, NY 13902
www.nyseg.com
1-800-572-1121

In the case of an outage, call:

Consolidated Edison of New York (Con Ed)
Cooper Station
P.O. Box 138
New York, NY 10276-0138
1-800-752-6633
www.coned.com
1-800-752-6633

In the case of an outage, call:

National Grid (Niagara Mohawk)

In the case of an outage, call:

Customer Service Center
300 Erie Boulevard West
Syracuse, NY 13202-4250
1-800-642-4272
www.nationalgridus.com
1-800-867-5222

In the case of an outage, call:

Central Hudson Gas & Electric Corporation (Cenhud)
245 South Ave.
Poughkeepsie, NY 12601
1-800-527-2714
www.cenhud.com
1-800-527-2714

Public Service Commission:

New York State Public Service Commission
Office of Consumer Services
NYS Department of Public Service
3 Empire State Plaza
Albany, NY 12223
1-800-342-3377
www.dps.state.ny.us.com

Competitive Energy Hotline: 1-888-697-7728

15. Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.



CENSTAR ENERGY CORP.

ATTACHMENT E

Marketing Representative ID Badge

SAMPLE D2D BADGE

Notes:

Clear Photo Required

Agent First and Last Name



CENSTAR CUSTOMER SERVICE:
1-877-529-6701

PHOTO

AGENT NAME

Vendor ID # NN

Agent ID #:

SALES AGENT VERIFICATION #:

866-914-1726

Contracting for Spark Energy

We are NOT part of the local utility

FRONT

BACK

CenStar Energy
12140 Wickchester Lane, Suite 100
Houston, TX 77079



CENSTAR ENERGY CORP.

ATTACHMENT F

Spark Energy Inc and affiliates' Marketing Standard Quality Assurance Plan

REDACTED

CENSTAR ENERGY CORP.

ATTACHMENT G

Third Party Verification (TPV) Script

REDACTED

CENSTAR ENERGY CORP.

ATTACHMENT H

Sample Notices



[date]

«Customerfirstname» «Customerlastname»
«BillingAddress1», «BillingAddress2»
«BillingCity», «BillingState» «BillingZip»

Utility: «Utility»

Account Number: «UtilityAccountNumber»

NO ACTION REQUIRED: Your service will continue under your current service agreement without interruption.

Dear «Customerfirstname» «Customerlastname»,

CenStar Energy Corp. ("CenStar") has appreciated the opportunity to serve as the Energy Service Company (ESCO) for your «Utility» account. However, in accordance with your terms and conditions, we are writing to let you know that CenStar will assign your electric service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission, effective with your first meter read date after the assignment transaction, on approximately [date]. After such date, you should contact [Name of New ESCO] directly regarding your electric supply service.

[Name of New ESCO] is run by an experienced team of energy experts with decades of retail energy supply and utility experience. The [Name of New ESCO] team's experience in deregulated energy markets enables them to offer competitive prices and friendly customer service.

No action is required on your part when this transfer occurs. [Name of New ESCO] will honor your current agreement in place with CenStar and there will be no changes to the terms or conditions through the life of your current contract. This transfer will not cause an interruption of your electric services and you should continue to pay your «Utility» bill as normal and call «Utility» in case of an outage or emergency just as you do today. The same quality support and service that you are used to with CenStar will continue with [Name of New ESCO].

If you have a fixed rate plan with CenStar, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply if your current contract provides for them). If you are currently served under a variable rate with CenStar, your service will continue under the same variable electric rate. You may also contact [Name of New ESCO] directly to see what other options are available to you, including new options with [Name of New ESCO] when your contract expires.

If you have any questions about the transfer of service, please contact CenStar by [date]. For your convenience, the contact information for both companies is shown below. We thank you for the opportunity to serve you and we are confident you will enjoy your new service with [Name of New ESCO].

Kind Regards,

Kevin McMinn
Chief Operating Officer
CenStar Energy Corp.
12140 Wickchester Ln., Suite 100
Houston, TX 77079
Phone: 877-529-6701
Email: customercare@censtarenergy.com
Call Center: Mon-Fri: 9:00AM-5:00PM EST

[Name of New ESCO]
[New ESCO Mailing Address]
[New ESCO Mailing Address]
[New ESCO Telephone #]
[New ESCO Email Address]

Frequently Asked Questions

Will my electric service be cut off?

No, this transfer will not cause an interruption of your electric services and you should continue to pay your «Utility» bill as normal.

Who do I call in case of a power outage or emergency?

Your Utility has not changed; you should call «Utility» for any outage or emergency just as you do today.

Will my current rate change?

If you have a fixed rate plan with CenStar, your service will continue with the same fixed rate until the end of your contract term or upon cancellation of service (early termination fees may apply). If you are currently served under a variable rate with CenStar, your service will continue under the same variable electric rate. After [date] you may also contact [Name of New ESCO] directly to see what other options are available when your contract expires.

Will my meter read cycle or utility charges change?

No, you will continue to receive your bill from «Utility» as you always have. The only change is that [Name of New ESCO] will now be listed as the ESCO.

What will happen to my contract / agreement with CenStar?

Contract assignment is allowed per the terms and conditions of your CenStar agreement. [Name of New ESCO] will honor your current agreements with CenStar, so no changes will occur with their terms or conditions until the contract end date. If you are a CenStar customer on a Variable Rate Plan, the variable electric rate will continue to remain on the same variable rate. You will also be eligible to renew to a fixed rate plan with [Name of New ESCO].

My contract was about to expire with CenStar, what does this mean for me?

If the contract expires before the effective date of your transfer, your service will continue under the CenStar variable rate unless you choose a new fixed rate from [Name of New ESCO]. If your contract expires after the effective date of your transfer, contact [Name of New ESCO] for their current plan offerings.

Do I need to do anything to switch to [Name of New ESCO]?

No, you will not need to do anything. We will make this transition as smooth as possible for you. CenStar will assign your electric service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission.

When can I expect [Name of New ESCO] to become my official ESCO?

CenStar will assign your electric service to [Name of New ESCO], another ESCO licensed by the New York Public Service Commission, effective with your first meter reading date after the assignment transaction, on approximately [date]

Will I need to sign up with [Name of New ESCO] or go through a credit check again?

No, [Name of New ESCO] welcomes you as their customer in a clear and hassle-free way.

How will I know when I have started services with [Name of New ESCO]?

[Name of New ESCO] will appear as your ESCO in the Energy Supply portion of your utility bill.

Will I be able to opt out of the switch to [Name of New ESCO]?

You can only opt out of the switch to [Name of New ESCO] by requesting to drop to «Utility» or switch to another ESCO while active with CenStar. Early Termination Fees will apply if set forth in your current contract with CenStar and only if you cancel your agreement with CenStar prior to the end of your contract term. Your Early Termination Fee would be \$«ETF».

Who do I contact should I have questions?

If you have any questions about the transfer of service, please contact CenStar.

Phone: 877-529-6701

Email: customercare@censtarenergy.com

Call Center: Mon–Fri: 9:00AM–5:00PM EST

How can I learn more about [Name of New ESCO] as my new ESCO?

Please visit [Name of New ESCO] online at [www. New ESCO URL\].com](http://www.NewESCOURL.com).



Date

Customer Name
Customer Address
Account Number

Re: Discontinuance of Service

Dear (Customer),

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

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

If you have any questions about this notification, contact CenStar at 1-877-529-6701.

Sincerely,

[Name of ESCO]



NOTICE OF TRANSFER OF 5000 OR MORE CUSTOMERS

Notice is hereby provided that pursuant to the Sales Agreement (“Agreement”) between the Customer and CenStar Energy Corp. (“CenStar”), all of CenStar’s rights, interests and obligations under said Agreement have been assigned and transferred to (name, address, email address, and telephone number of Assignee) _____. This assignment will be effective as of

_____ (15 calendar days notice).

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



CENSTAR ENERGY CORP.

ATTACHMENT I

Sample ESCO Dual Bill

CenStar Energy Corp. uses the Utilities' Consolidated Billing Option.



CENSTAR ENERGY CORP.

ATTACHMENT J

Procedures for Obtaining Historical Usage Data

CenStar Energy Corp. requests authorization from clients in the Terms of Service and associated scripting.



CENSTAR ENERGY CORP.

ATTACHMENT K

Promotional Material for Mass Marketing Purposes

Samples for Spark Energy and its affiliates. These are only samples and not currently intended for use in the NY market.



100% RENEWABLE ENERGY

**FOR A MORE SUSTAINABLE PLANET!
\$100 REBATE. SWITCH TODAY!**

SAMPLE





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OF COMPETITIVE FIXED RATES
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*Certain terms and condition apply. See terms of service at www.majorenergy.com attached to the respective plans for more details.

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BUFFALO, NY 14214-0000



CENSTAR ENERGY CORP.

ATTACHMENT L

HEFPA Documents



Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to CenStar Energy Corp. ("CenStar") for this account as of MM/DD/YYYY is \$XX.XX.

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

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, CenStar may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, CenStar may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call CenStar at 1-877-529-6701.**

Payment of Outstanding Balance:

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

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

Yes! I would like Budget Billing ☐

Acceptance of Agreement:

Customer Signature: _____ Date: _____

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

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



CONFIDENTIAL
Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income? _____

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

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

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

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

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

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

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

10. Identify all other monthly expenditures by amount:

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



BUDGET BILLING PLAN

Customer Name: _____
Address: _____
Account# _____

Under this plan, CenStar Energy Corp. ("CenStar") agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

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

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

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

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

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

Yes! I would like Budget Billing ☐

Return one copy of this agreement signed by MM/DD/YYYY.



QUARTERLY BILLING PLAN

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, CenStar Energy Corp. ("CenStar") agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

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

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

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

Yes! I would like Quarterly Billing (Check Box) ☐

Return one copy of this agreement signed by MM/DD/YYYY.



Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

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

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (877) 529-6701 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling (800) 342-3355

The total amount owed to CenStar Energy Corp. for this account as of MM/DD/YYYY is: \$XX.XX.



NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

CenStar Energy Corp.
12140 Wickchester Ln., Suite 100
Houston, TX 77079
www.censtarenergy.com
1-877-529-6701

Customer Name: _____

Address: _____

City, State, Zip: _____

Account Number: _____

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



FINAL TERMINATION NOTICE**DATE**

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

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

If you disagree with the amount owed, you may call or write the utility at [phone number and address], or you may contact the Public Service Commission at 1-800-342-3377.

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (877) 529-6701. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

CenStar Energy Corp.
Collections Department



FINAL SUSPENSION NOTICE

DATE

CenStar Energy Corp.
12140 Wickchester Ln., Suite 100
Houston, TX 77079
1-877-529-6701

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

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

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

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

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

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

Sincerely,

CenStar Energy Corp.
Collections Department



CENSTAR ENERGY CORP.

ATTACHMENT M

Prevention of Slamming and Cramming

CenStar Energy Corp. takes all necessary actions in order to prevent slamming and cramming by utilizing the Marketing Standards Quality Assurance Plan provided in this filing as well as following all guidelines established in the Uniform Business Practices Case (98-M-1343).

CENSTAR ENERGY CORP.

ATTACHMENT N

List of Vendors

REDACTED



CENSTAR ENERGY CORP.

ATTACHMENT O

Attestation



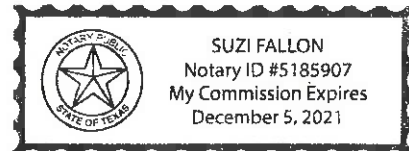
**ATTESTATION TO COMPLY WITH THE ENVIRONMENTAL DISCLOSURE
PROGRAM**

My name is Kevin McMinn and in my capacity as Chief Operating Officer of CenStar Energy Corp. ("CenStar") I hereby swear and affirm that CenStar will comply with the requirements of New York State's Environmental Disclosure Program.

Kevin McMinn
Chief Operating Officer

Sworn to and subscribed before me in Harris County, Texas, on the 16th day of November 2020.

Notary Public



My commission expires: 12/05/2021



CENSTAR ENERGY CORP.

ATTACHMENT P

Office of Consumer Services Service Provider Contact Form



New York State Public Service Commission
Service Provider Contact Information

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

Date _____

Company Name _____

President _____

Mailing Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

Vice President / Director of Customer Service _____

Mailing Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

Primary Regulatory Complaint Manager _____

Mailing Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

Secondary Regulatory Complaint Manager _____

Mailing Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

The e-mail Address or Fax Number to be used by PSC when sending consumer complaints is:



CENSTAR ENERGY CORP.

ATTACHMENT Q

Successfully Completed EDI Phase 1 Testing

N/A – CenStar Energy Corp. has already completed all phases of testing



CENSTAR ENERGY CORP.

ATTACHMENT R

Complaint Data from each state in which CenStar Energy Corp. has served
within the last 24 months

REDACTED



CENSTAR ENERGY CORP.

ATTACHMENT S

Security Data Breaches

CenStar Energy Corp. has not had any security/data breaches associated with customer proprietary information that occurred in any jurisdiction in which it operates.

Policies and Procedures for Spark Energy Inc. and affiliates

See attached. **REDACTED**



CENSTAR ENERGY CORP.

ATTACHMENT T

History of bankruptcy, dissolution, merger, or acquisition activities during
the 24 months prior to this application

CenStar Energy Corp. and its affiliates (including upstream owners and subsidiaries) have not had any bankruptcy, dissolution, merger, or acquisition activities during the 24 months prior to this application.




CENSTAR ENERGY CORP.

ATTACHMENT U

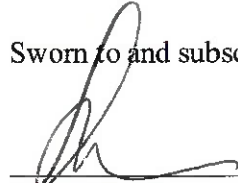
Officer Certification

OFFICER CERTIFICATION

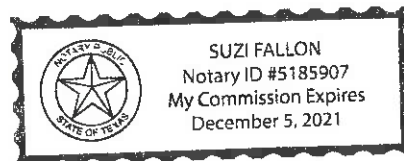
My name is Kevin McMinn and in my capacity as Chief Operating Officer of CenStar Energy Corp. ("CenStar") I hereby swear and affirm that CenStar is willing and able to comply with all applicable New York State's laws and regulations and the requirements of the Uniform Business Practices.


Kevin McMinn
Chief Operating Officer

Sworn to and subscribed before me in Harris County, Texas, on the 16th day of November 2020.



Notary Public



My commission expires: 12/05/2021