

SMALL COMMERCIAL TERMS AND CONDITIONS

OHIO FIXED-RATE SERVICE

These Terms & Conditions (“T&Cs”) together with the enrollment materials are your Agreement for electric generation service with Star Energy Partners LLC (“Star Energy”). **PLEASE READ THESE T&Cs CAREFULLY.**

Purchase of Electric Supply Service:

Star Energy is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service (“CRES”) provider, Star Energy will supply the electric generation to your local Electric Distribution Utility, **Dayton Power and Light** (“EDU”), based on your usage. Your EDU then distributes or delivers the electricity to you. Star Energy sets the generation prices and charges that you pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. The EDU provider will read your meter and bill for electricity and distribution services. The Service you buy from Star Energy will be included in your EDU’s monthly bill. The price charged for the Service under this Agreement is reflective of competitive market conditions and not utility cost of service proceedings and does not include any applicable taxes or local distribution company fees or charges which will be charged by the EDU. Star Energy will deliver and sell and you will buy your Service in accordance with the EDU’s electric delivery service program during the time this Agreement is in effect. Star Energy’s obligations under this Agreement are conditioned on your providing complete and accurate information and on your remaining an EDU distribution customer throughout the term of this Agreement. Star Energy reserves the right to revoke its Services offer at any time prior to your acceptance of this Agreement.

Star Energy will begin providing Service to you effective upon receipt and processing of your Agreement with the EDU. The EDU will notify you of the date on which your Service from Star Energy will begin. Star Energy’s Service will be delivered using the EDU’s distribution system.

Definitions:

As used in these T&Cs, the following words have these respective meanings:

“**Agreement**” means the legal contract for Services between you and Star Energy, and consists of these terms and conditions as well as any related agreement referenced herein or therein. Notwithstanding any language to the contrary, these terms and conditions take precedence over any conflicting language in any other Agreement.

“**Distribution Service**” means basic service for delivering electricity over a distribution system to a customer from the transmission system.

“**Generation Charge**” or “**Generation Charges**” means charge for the production of electricity.

“**Customer**” or “**you**” or “**your**” means the person subscribing to our Services and with whom we have entered into the Agreement. This includes a person we reasonably believe is acting with the authority or knowledge of the person whose name is on the account.

“**Parties**” means Star Energy and you.

“**Service**” or “**Services**” means any electric generation service or product that Star Energy provides to you.

“**RTO**” means the Regional Transmission Organization.

“**Supplier**” or “**we**” or “**us**” means Star Energy.

“**Transmission Charge**” means the charge for moving high voltage electricity from a generation facility to the distribution lines of EDU.

Right of Rescission – Once you have been enrolled to receive generation service from Star Energy, your EDU will send you a confirmation letter. If you are a small commercial customer with total annual usage below 700,000 kilowatt-hours (kWh), you have a right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Any small commercial customer accounts that are eligible for this offer with annual usage that does not exceed 700,000 kWh per account and does not exceed two (2) million annual kWh in aggregate for multiple accounts are eligible for this offer from Star Energy. Star Energy reserves the right to refuse enrollment to any Customer with an outstanding balance.

2. **Fixed Rate.** You agree to pay Star Energy a fixed rate as described on the Welcome Letter, Enrollment Form, or Renewal Notice (as applicable) for your combined Transmission, Generation, and Generation Related Charges (“Retail Electric Service”). In addition to Star Energy’s charges, you will be charged by your EDU for distribution and various other charges.

In addition to the charges described above, if any RTO or similar entity, EDU, governmental entity or agency, North American Electric Reliability Corporation and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Star Energy new or additional charges or requirements, or a change in the method or procedure determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a “Pass-Through Event”), which are not otherwise reimbursed to Star Energy, Customer agrees that Star Energy may pass through any additional cost of such Pass-Through Event, which may be variable,

to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

3. **Term.** After acceptance of the enrollment request by Star Energy (at its discretion and consistent with the terms of this Agreement, specifically Paragraph 10 below), and the processing of the enrollment by your EDU, your Retail Electric Service from Star Energy will commence following any applicable rescission period with the first meter reading of the start month indicated on the Enrollment Form. Your Retail Electric Service will continue until the meter read date for the last month of service as specified in your offer materials from Star Energy ("Initial Term"), unless renewed in accordance with Paragraph 4.

4. **Renewal Notice and Notification of Changes.** At the end of the Initial Term, this Agreement will expire, or at Star Energy's option, automatically renew for a term that shall not exceed the Initial Term unless you affirmatively cancel the Agreement. You will receive one (1) Renewal Notice 45 days prior to the end of the Initial Term and each subsequent Renewal Term. If Star Energy proposes to change these T&Cs, we will send you written notice in each of our last two bills or in separate mailings before the effective date of the changes. We will explain your options in these advance notices, which may include renewing the Agreement, the specified rate, proposed changes if any, and/or what actions you must take to cancel the Agreement. You are responsible for arranging your electric supply upon the expiration of this Agreement. These T&Cs or any revised T&Cs will continue in effect during any Renewal Term unless Star Energy provides revised T&Cs.

5. **Customer Change of Location.** If you move within Star Energy's service territory and Service is available, this Agreement will continue at your new address. You must notify us 30 days in advance of your move. If you notify us less than 30 days in advance of your move, you may be responsible for the charges at both or all addresses.

6. **Cancellation.** If this Agreement is not rescinded during the rescission period, your enrollment as a customer of Star Energy will be automatically confirmed. You may cancel until midnight of the seventh (7th) calendar day without incurring penalties or early termination fees following the postmark date of the confirmation letter by following the instructions contained in the letter or by calling Star Energy at 1-855-427-7827 or by sending an email to: feedback@starenergypartners.com. You shall be responsible for any Generation Charges that continue to be incurred as a result of Customer's failure to notify us of any disconnect, cancellation, non-renewal or termination, including in connection with Customer's moving service to another electric service provider or Customer's abandoning Service(s) or vacating the Service location(s). If you do not pay your bill within the terms specified, you will be subject to termination of your Service under procedures in accordance with the electric EDU tariff.

7. **Billing and Payment.** You will receive a consolidated bill for the Service supplied by Star Energy and the electricity delivery from the EDU at the monthly interval set with the EDU. If Budget Billing is an option for you and you have chosen Budget Billing and you are receiving a single bill for both Service and the delivery of such Service from EDU, EDU will continue to manage your Budget Billing and determine your monthly payment for Service. In the event you are on a budget bill program for Star Energy charges, approximately every three (3) months, Star Energy may review your account and will change the amount you pay, if necessary, to ensure that you are making appropriate payments based on the amount of electricity you have been using. At least once a year, Star Energy will calculate the difference between what you have paid and your actual energy costs, and adjust future billing amounts if necessary. Please contact EDU with any questions regarding your budget. You will be billed additional charges, including taxes and charges to transmit and distribute the electricity to your home, from the EDU consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Contract. We will notify you if any new or increased taxes are imposed. Should the EDU cease to bill you and/or commence billing us for any charge relating to you, we will bill to you and you will pay us for all charges. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the EDU's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. Star Energy reserves the right to change billing methods.

If you receive a separate bill from Star Energy for your Service and you fail to pay your bill on time, you will be subject to a late payment fee in the amount of 1.5% per month, and to collection costs incurred due to your late payment or non-payment. All returned checks will be subject to the maximum fee allowed by law. In addition, you agree to pay Star Energy's costs in collecting amounts owed, including reasonable attorney's fees. Star Energy reserves the right to cancel this Agreement after giving you a minimum of 14 days written notice should you fail to pay your bill by the due date.

8. **Credit and Deposits.** If required by Star Energy, you authorize us to ask commercial reporting agencies, trade references or banking institutions to furnish us with employment and/or credit information. You also consent to our periodic rechecking of this information and to our reporting personal and/or business payment and credit history to the appropriate agencies. If you believe that we have reported inaccurate information about your account to a consumer-reporting agency, you may send us a written notice describing the specific inaccuracy.

We may require that you make an initial deposit before we establish or maintain Service for you. The deposit will be held as a partial guarantee of payment and cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time and from time to time to reflect your estimated monthly Generation Charges and we will base that increase on your actual use of the Service or on our reevaluation of your ability to pay. You may ask us to reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to

you or a credit to your account, at Star Energy's discretion. If you default or the Agreement is terminated, we may, without notice to you, apply any deposit toward payment of Generation Charges due. Your unused deposit will be returned in accordance with applicable law.

9. Service Outage or Emergency. FOR SERVICE PROBLEMS OR IN THE EVENT OF AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL EDU 1-877-468-8243.

10. Penalties, Termination, and Default. Your current electric service provider may charge you switching fees upon cancellation or termination of your standard offer service with them. You may terminate this Agreement for any reason by providing not less than 30 days prior written notice to Star Energy to the address below under Contact Information. If you terminate the Agreement after any applicable rescission period has ended, and before the end of your Initial or any Renewal Term(s), you will be charged an early termination fee ("ETF") of \$175, in addition to any unpaid balance as of the termination date. Should you cancel Service with Star Energy and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to the EDU's other customers. This ETF will be waived if you move outside Star Energy's service territory or you move into an area where we charge a different price. It will take time for your current provider to cancel your Star Energy account. During that time you agree to pay for the Retail Electric Service you consume that is supplied by Star Energy.

Star Energy may terminate this Contract at any time upon 45 days written notice due to non-payment by you or upon 45 days written notice at the end of the then-current term, in which case the Agreement will not automatically renew. Star Energy may also terminate the Agreement upon 45 days of written notice if due to a change in law or other act beyond our reasonable control that would cause us to no longer be able to provide Service to you.

Upon any termination of the Agreement you will return to receiving standard offered service from the EDU unless you have selected another supplier. Any termination notice sent by you or us must specify the termination date subject to the applied notice period set forth herein. Upon any termination, other than as set forth herein, you will remain responsible for any unpaid balance as of the termination date, plus any applicable ETF. The delivery of electricity to you cannot be terminated or interrupted by the EDU as a result of any dispute between Star Energy and you, but may be terminated by the EDU for nonpayment of EDU charges in accordance with applicable law. If the EDU purchases the receivable of Star Energy attributable to the Services provided to you hereunder, such receivables become EDU charges for purpose of termination of Service.

11. Customer Consent and Information Release Authorization. By choosing to accept this offer from and entering into this Agreement with Star Energy, you understand and agree to the terms and conditions of this Agreement with Star Energy. You authorize Star Energy to obtain your information from your EDU that includes, but is not limited to: billing history, payment history, credit information for the purpose of facilitating billings, bill collection and credit reporting, historical and future electricity usage, meter readings, and characteristics of electricity service. Star Energy reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. If you are accepted as a Customer, Star Energy may report your payment experience. This Agreement shall be considered fully executed by Star Energy following acceptance of your enrollment request by Star Energy, the end of any applicable rescission period, and subsequent acceptance of the enrollment by your EDU.

This personal information we collect is only used to conduct business with you, provide the Service you request and keep in communication with you. Further, you authorize Star Energy to release such information to third parties, such as our affiliates and subcontractors, in connection with your Service. We may also use this information to inform you of new products and service offerings or for Star Energy's collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning a Customer. Neither your Customer account number nor any other confidential information will be released by Star Energy without your written consent unless required by law or regulation or unless they are conducting business on your behalf or for your benefit (e.g., we have used a company to conduct satisfaction surveys on our behalf).

12. Dispute Resolution. If you have a question about your bill(s), contact Star Energy by calling 1-855-427-7827, M - F 8AM - 5PM EST; by sending a letter to: Star Energy, 3340 West Market Street, Akron, OH 44333; or by sending an email to: feedback@starenergypartners.com. Star Energy will refer all complaints to a representative who will attempt to reach a mutually satisfactory solution. If your complaint is not resolved after you have called Star Energy and the EDU or for general utility information, you may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 or TTY at 1-800-686-1570 from 8AM – 5PM weekdays, or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 from 8AM – 5PM weekdays or at www.pickocc.org.

13. Change in Law. Notwithstanding any other provision in the Agreement, this Agreement may be changed by Star Energy upon the occurrence of any event beyond its reasonable control that increases the obligation of Star Energy or the cost of performing such obligations under this Agreement. If we request such a change, Star Energy will provide you notice of the change in prices and you shall reserve the right to cancel the Agreement without incurring ETF by notifying us in writing within 15 days after receiving notice of the price increase. . You will remain responsible for any unpaid balance as of the termination date.

14. Choice of Law Forum. Where our Service terms and conditions are regulated by a state agency or FERC, the regulations are available for your inspection. If there is any inconsistency between the Agreement and those regulations, those regulations shall govern and the Star Energy Small Commercial T&Cs 02-27-2013

Agreement shall survive and be deemed amended as necessary to conform to such regulations. To the extent the Agreement is not subject to FERC or state regulations, you agree that the laws of the State of Ohio govern the Agreement and the relationship between Star Energy and you, without regard to conflict of laws principles. The Parties further agree that to the fullest extent permitted under the Agreement, Akron, Ohio will be the exclusive jurisdiction for any claim, dispute or other difference that may arise between the Parties, including any collections suit initiated by Star Energy against you. Each Party consents to personal jurisdiction and venue in Akron, Ohio and waives any objection it may have based on inconvenient forum. **Notwithstanding anything set forth herein, each Party irrevocably waives any right to trial by jury in connection with any claim.**

15. **Pre-Arbitration.** Except for our collections suits which are not subject to the following arbitration provisions, before the initiation of any arbitration between the Parties, written notice of any claim, dispute or other difference (collectively, "Disputes") shall be provided to the other Party. If the Dispute cannot be resolved within 60 days of receipt of such notice, either Party may initiate arbitration of the Dispute.

16. **Arbitration.** Disputes that arise between the Parties, except for those Disputes that fall exclusively within the jurisdiction of a state or federal regulatory body and except for collections lawsuits brought by Star Energy against Customer, shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur in Akron, Ohio. The Parties agree that their Disputes will be resolved individually and shall not be resolved on a consolidated or class basis or joined with Disputes of any third-party. Subject to the limitations of liability set forth herein, the arbitrator(s) may award declaratory relief, preliminary and permanent injunctive relief, and direct compensatory damages, but may not award any incidental, consequential, punitive or other damages disclaimed herein and each Party waives, to the fullest extent permitted by law, any claims for any such damages. To the extent such damages may not be so waived, if an arbitrator decides to award such damages they shall be limited to the total amount of Charges paid by you to us in connection with the Service that is the subject of the dispute.

17. **Attorney Fees.** If suit is brought or an attorney is retained by us to enforce the terms of the Agreement, including to collect any Generation Charges due under the Agreement or to collect money damages for breach of the Agreement, then we will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, witness fees, court costs, costs of investigation, arbitration costs and other related expenses incurred in connection therewith.

18. **Limitation of Liability.** We intend for the following limitations and exclusions of our liability to apply to the fullest extent permitted by law. IF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT CAUSES DAMAGE TO A PERSON OR PROPERTY, WE WILL BE LIABLE FOR NO MORE THAN THE LESSER OF THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER UNDER THE AGREEMENT OR THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. FOR ANY OTHER CLAIM, WE WILL NOT BE LIABLE FOR MORE THAN THE AMOUNT FOR ALL CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD. IN ADDITION, FOR ANY CLAIM, YOU AGREE THAT NEITHER STAR ENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY EXEMPLARY, RELIANCE OR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OF ANY TYPE, AS A RESULT OF ANY BREACH OR NONPERFORMANCE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION OR ANY HEALTH-RELATED CLAIMS ALLEGEDLY ARISING FROM THE USE OF SERVICES. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR IF WE WERE TOLD THEY WERE POSSIBLE, AND THE LIMITATIONS APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY. WE ARE NOT A SERVICE PROVIDER AND AS SUCH YOU AGREE THAT NEITHER STAR ENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE EDU, WHICH INCLUDE MAINTENANCE OF THE DISTRIBUTION SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF ELECTRIC SERVICES, METER READINGS OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE SUPPLY OF ELECTRICITY. NEITHER STAR ENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE SPECIFIED HEREIN DUE TO ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE EDU. BOTH YOU AND STAR ENERGY AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT. THIS PARAGRAPH WILL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

19. **Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANYONE PROVIDING SERVICES TO YOU ON OUR BEHALF, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THE AGREEMENT OR OUR PROMISES OR STATEMENTS MADE IN IT AND USE OF SERVICE, UNLESS DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IT IS YOUR RESPONSIBILITY TO CONFORM TO ALL SUCH LAWS OR REGULATIONS AND YOU WILL INDEMNIFY US FROM CLAIMS ARISING FROM ANY SUCH USE WHETHER LAWFUL OR NOT. THIS PARAGRAPH WILL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

20. **Warranties.** **STAR ENERGY WARRANTS TITLE AND THE RIGHT TO ALL ELECTRICITY SOLD HEREUNDER. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.** THIS PARAGRAPH WILL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.

21. **Force Majeure.** Star Energy will not be responsible for supplying Service to you in the event of circumstances beyond its control such as events of Force Majeure. Customer and Star Energy both agree that the following will constitute force majeure events under this Agreement and that Star Energy shall have the right to terminate or modify the Agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price To Compare (PTC) that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your EDU's standard service offer.

22. **Insolvency.** By entering into this Agreement you acknowledge that this Agreement is a forward contract that Star Energy may terminate or liquidate in the event of your insolvency, bankruptcy, or reorganization for the benefit of creditors. In the case of termination or liquidation you will owe Star Energy the amount equal to the termination penalty discussed in the Penalties, Termination, and Default Section.

23. **Privacy.** We are not liable for any lack of privacy that may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and you consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property or pursuant to court order or subpoena. We reserve the right to cooperate with law enforcement.

24. **Other Services.** You may receive special promotions or discounts on other services and products offered by Star Energy in connection with the purchase of certain services and products. These promotions or discounts may terminate upon termination or expiration of the Agreement or suspension of the Services.

25. **Capacity.** You represent that you are legally competent to enter into the Agreement, that you are over 18 years old, and that you are not aware of any disability that would prevent you from entering into the Agreement.

26. **Miscellaneous.** This Agreement and the Enrollment Form, Welcome Letter or Renewal Notice reflect your entire Agreement with Star Energy and supersede any oral or written statements made in connection with this Agreement. Any changes to this Agreement must be made in writing and signed by both parties. This Agreement is subject to any future legislation, orders, rules, regulations, or EDU tariff or policy changes. You may not assign your interests and obligations under this Agreement without the express written consent of Star Energy. Star Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement and may assign this Agreement to another energy supplier or other entity as authorized by the PUC. Any required notice will be considered to have been made if mailed to you at the address in Star Energy's records for your account. Section headings are for descriptive purposes only and are not intended to be used to interpret the Agreement. You have the right to request from Star Energy, twice within a 12 month period, up to 24 months of payment history, without charge. Star Energy is prohibited from disclosing the Customer's social security number and/or account number(s) without the customer's consent except for the Star Energy's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider. Star Energy's environmental disclosure statement is available for viewing on our website – www.starenergypartners.com. Star Energy will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. Star Energy may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO. In the event of a power outage, you should contact your EDU at 1-877-468-8243. Customer is responsible for providing Star Energy with accurate account information. If said information is incorrect, Star Energy reserves the right to reprice the applicable account(s) or terminate the Agreement. Star Energy reserves the right to return Customer to the EDU if Customer's rate code is changed and the account is no longer eligible for this program. Customer authorizes, but does not obligate, Star Energy to exercise Customer's governmental aggregation opt-out rights. Any reference to days or periods shall mean calendar days. If we do not enforce a claim or right, this does not amount to a waiver of our right to enforce such a claim or right. The provisions of the Agreement that are contemplated to be enforceable after the termination of the Agreement survive termination of the Agreement.

27. **Contact Information.** Star Energy's Ohio Competitive Retail Electric Service Provider Certificate No. is 12-613E(1). Contact us with any comments or questions between 8:30am and 5:00pm EST on weekdays, except holidays. Our toll-free telephone number is 855-427-7827. We can be reached by mail at Star Energy Partners, LLC, 3340 West Market Street, Akron, OH 44333 or by email at feedback@starenergypartners.com. For emergencies relating to your service, please call the EDU at 1-877-468-8243. For more information regarding deregulation please contact the Public Utilities Commission of Ohio at 1-800-686-7826 or on the web site at www.PUCO.ohio.gov. The Ohio Attorney General's Office website is <http://www.ohioattorneygeneral.gov/consumers> and their toll-free number is 1-800-282-0515.