



Enrollment Form

Terms and Conditions

Ohio

Customer Information:

Request Electricity Start Month/Year:		Confirmation Number:	
Business Type: <input type="checkbox"/> Non-Profit <input type="checkbox"/> GP, LLC, LLP, LP <input type="checkbox"/> Other:		Tax Exempt (Certificate Required): <input type="checkbox"/> Certificate Attached <input type="checkbox"/> Reduced Tax Rate: _____ %	
Customer Name/Business Name (legal entity name if a commercial customer):		DBA (if applicable):	
Customer Contact: Name: _____ Title: _____ E-mail: _____ Phone: _____ Fax: _____			
FEIN/TIN/SSN:		DUNS #:	
Billing Address: <input type="checkbox"/> Same as Service Address		Number of Accounts:	
Street: _____ City: _____ State: _____ Zip: _____			

Account Number (if more than one account, use Attachment A)		Meter Number (if applicable)	
Service Address: Street: _____ City: _____ State: _____ Zip: _____			
Utility/EDU Name: <input type="checkbox"/> American Electric Power (Columbus Southern Power) <input type="checkbox"/> American Electric Power (Ohio Power) <input type="checkbox"/> Duke Energy <input type="checkbox"/> Dayton Power & Light <input type="checkbox"/> First Energy (Ohio Edison) <input type="checkbox"/> First Energy (Toledo Edison) <input type="checkbox"/> First Energy (Cleveland Edison) Service Class: _____			

Energy Supply Selection:

Product Type: <input type="checkbox"/> Fixed <input type="checkbox"/> LMP <input type="checkbox"/> Hybrid		Energy Supply Rate: Fixed \$ _____ /kWh (this rate is for your energy generation supply charges) Energy Supply Rate: LMP LMP Index Adder: \$ _____ /kWh	
Fixed Price Term: <input type="checkbox"/> 6 month <input type="checkbox"/> 12 month <input type="checkbox"/> 18 month <input type="checkbox"/> 24 month <input type="checkbox"/> 36 month		Hybrid Distribution: <input type="checkbox"/> 25% Fixed Volume/75% LMP Volume <input type="checkbox"/> 50% Fixed Volume/50% LMP Volume <input type="checkbox"/> 75% Fixed Volume/25% LMP Volume	
Start Date:			
Est. Annual Usage in kWh:		Rep Name/Channel:	

Champion reserves the right to not accept the above information, or may require a deposit, for reasons including, but not limited to, the following: (i) Information you or your representative (broker/agent) provided is incomplete or inaccurate, (ii) the Energy Supply Rate listed was not authorized by Champion or rates have significantly changed based on market conditions, (iii) there is a prior Champion Agreement with you for the specified Term and Service Address(es), (iv) your account(s) is (are) denied or significantly delayed by the EDC, and (v) your credit profile does not meet Champion's credit approval criteria.

I hereby agree to purchase electricity from Champion and I authorize my account to be switched to Champion. I represent that each of the following is true and accurate: (i) I am an authorized representative of the customer company listed above, (ii) I have the authority to make decisions on behalf of the customer regarding its electric generation supplier (EGS), (iii) the information I have provided in the Enrollment Form is true, complete and accurate, (iv) I am in agreement and will comply with all Terms and Conditions of the Agreement, and (v) I understand if I cancel or terminate this Agreement outside of the seven (7) calendar day rescission period (note: the right to rescind is only applicable to customers with annual usage less than or equal to 700,000 kWh) or cancel or terminate not due to a material change in terms per the Terms and Conditions, I will be responsible for any and all Early Termination Fees (ETFs) related to the electricity I contracted for per the applicable section of the Agreement.

Buyer:

Signature: _____	Date: _____	Name: _____
Title: _____		

Enrollment Form

Attachment A-Additional Accounts

Company Name:

Confirmation Number:

Account Information

No.	Account Number	Meter Number	Service Address	Utility	Service Class
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

I herby confirm that all information on this Attachment A, Enrollment Form, is true, complete and accurate:

Signature:

Signed Date:

Printed Name:



General Terms and Conditions

Ohio

The following Terms of Service, together with your executed Enrollment Form constitute your agreement (collectively, the "Agreement") with Champion Energy Services LLC ("Champion") for the purchase of electricity service for your small (non-residential) commercial business. Champion agrees to sell and you, as a small commercial business customer agree to buy the quantity of electricity delivered to you, as measured or estimated by your Electric Distribution Company ("EDC"). Champion is a licensed Competitive Retail Electric Service ("CRES") provider and as such will, in accordance with the terms of this Agreement, arrange for the delivery of electricity from your EDC to the Service Address for the small commercial business specified on your Enrollment Form or as specified on Attachment A. Champion sets the Electric Generation Service Charge and the Public Utilities Commission of Ohio ("PUCO") regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services. The words "we," "us," "our" and "CRES" refer to Champion, and the words "you," "your" and "customer" refer to the small commercial energy customer. You and Champion may hereinafter be referred to individually as "Party" or collectively as "Parties". Please retain this Agreement for your records.

Definitions:

- **Generation Charge** — Charge for servicing electric power to a retail customer in this state through facilities provided by an electric distribution utility and/or a transmission entity in this state.
- **Transmission and Distribution Charges** — Charge for the physical delivery of electricity to consumers through facilities provided by an EDC.
- **Small (non-residential) Commercial Customer** — A small commercial customer refers to a person, sole proprietorship, partnership, corporation, association, or other business entity that receives electric service under a small commercial, small industrial, or small business rate classification, and whose annual usage is less than 700,000 kWh.
- **Independent System Operator** — Referred to herein as "ISO".
- **Locational Marginal Pricing** — Referred to herein as "LMP".

Terms of Service

1. **Eligibility:** Champion does not deny electric service or determine eligibility for pricing based on credit history, utility payment data or credit score. Champion does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services. Champion may require a deposit if your credit rating and history do not meet Champion's approval criteria.

2. **Service Metering and Pricing:** All energy delivered hereunder ("Usage") shall be and can only be, measured by the EDC at meters located at each Service Address. Actual Usage shall be the primary method of calculating your monthly charges. However, Champion may use estimated Usage if measurements of actual Usage are not received timely from the EDC, in which case Champion will make appropriate adjustments upon receipt of actual Usage.

Fixed rate customers will pay a fixed rate per kWh as specified on your Enrollment Form for the length of your Term. This rate includes Generation Charges and Transmission Charges (except where Transmission charges are billed directly by the EDC), energy losses, ancillary services, capacity, and renewable portfolio standards. The rate excludes gross receipts tax, applicable Ohio sales tax or any local tax.

LMP customers will pay the applicable ISO real time LMP rate per kWh for the length of your Term unless sooner terminated or cancelled as otherwise provided in this Agreement. In addition to the real time LMP rate, you will also pay a LMP Index adder component, which includes capacity and transmission charges (except where transmission charges are billed directly by the EDC), energy losses, ISO fees, congestion and renewable portfolio standard rate charges. The rate excludes gross receipts tax, applicable Ohio sales tax or any local tax. Prices will vary based on market conditions and have unlimited variability.

You are responsible, as a pass through charge without markup, for (i) any and all taxes, whether such tax is a separate pass through line item on an EDC invoice or included in the price of electricity, as required by law, rule or regulation, (ii) any and all Transmission and Distribution Charges, and (iii) any and all fees, costs and obligations for transmission services imposed by a Regional Transmission Organization ("RTO"), independent system operator ("ISO") or other governmental entity or industry agency. You understand and acknowledge that the EDC may charge switching fees to you upon the transfer of service to Champion. If you are a tax exempt entity, you must provide Champion with all necessary certificates and supporting documentation to qualify for tax exempt status. If Champion does not receive the required tax exemption certificates and information within thirty (30) days of enrollment, you will need to petition the State of Ohio for any tax refunds you believe are due.

3. **Billing and Payment:** Depending on your billing terms, Champion or the EDC will invoice you the amount due for electricity delivered to you during each month according to the EDC's billing cycle and meter read. Such invoice shall also include all applicable Taxes, EDC and ISO Charges and other charges allowed pursuant to

this Agreement and the appropriate EDC tariff. Under Utility Consolidated Billing, you shall be billed and agree to pay for electricity in accordance with the EDC's tariff, which includes, without limitation, when payment is due and late payment charges. Under Dual Billing, Champion will separately bill you for electric energy consumption as provided by the EDC, subject to any EDC estimates of corrected readings. Seller reserves the right to convert you from Utility Consolidated Billing to Dual Billing, or from Dual Billing to Utility Consolidated Billing if such a conversion will facilitate more timely billing, collections and/or payment.

Buyer has the right to request from Champion, twice within a twelve (12) month period, up to twenty-four months of the Buyer's payment history, to the extent it is available, without charge.

For all amounts billed by Champion, payment shall be due twenty-one (21) days after the applicable invoice date. For all amounts billed directly by Champion, past due amounts will incur a late payment charge of 1.5% per month or the maximum amount allowable by law. You are responsible for any and all costs, attorney and legal fees incurred by Champion for the collection of any outstanding balance owed by you. Your failure to pay EDC related charges may result in your service being disconnected in accordance with the electric utility tariff. Champion charges twenty-five dollars (\$25.00) for any transaction not processed due to insufficient funds or credit availability, including checks or Automated Clearing House (ACH).

4. **Security Deposit:** By requesting service, you acknowledge that Champion has the right to check your credit history during the enrollment process. Upon checking your credit history, Champion may determine that a security deposit is required. The security deposit will not exceed 130% of annual average monthly usage and the amount determined due by Champion shall be paid within ten (10) days of the date the request is made. If you fail to make such a deposit within this timeframe, you will not be enrolled for service with Champion. If applicable, Champion will apply the deposit to the final bill and promptly refund any excess to Customer when service is terminated. Interest will be included with your refunded deposit in accordance with the rate listed by PUCO, if applicable.

5. **Term of Agreement:** The term ("Term") of this Agreement is as specified on your Enrollment Form. This Agreement shall be considered executed by Champion following acceptance of your Enrollment Form, the end of your Right to Rescind period and subsequent acceptance of your enrollment by the EDC. You will buy your electric generation service for the service addresses listed on your Enrollment Form or as may be added from time to time on an Attachment A. You will receive electricity from Champion beginning on a date set by your applicable meter read cycle as determined by your EDC for the Term of this Agreement unless sooner terminated as otherwise provided in this Agreement.

6. **Right to Rescind or Cancel Services:** You may rescind this Agreement without fee or penalty of any kind within seven (7) calendar days of the postmark date of the confirmation letter you receive from the EDC if you qualify for such a right to rescind due to your annual usage being less than or equal to 700,000 kWh. To exercise your Right of Rescission, please follow the instructions included within the EDC confirmation letter. This Right of Rescission only applies when you switch to a

CRES. You are not afforded the Right of Rescission option on a renewal or extension of a previously existing Agreement. In addition to your Right of Rescission, you may terminate this Agreement without penalty if you (i) move outside of the area serviced by Champion; (ii) move to an area serviced by Champion but where Champion's electricity prices are different from your current rate; or (iii) a change in governing or regulatory law physically prevents or legally prohibits Champion from performing the terms of this Agreement. If you switch back to the EDC you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

7. Expiration of Agreement; Change in Terms: If you have a fixed term agreement with Champion and it is approaching the end date Champion will send you a written notice at least forty-five (45) calendar days but not more than ninety (90) calendar days in advance of the Agreement expiration date. The notice will include any changes to the Agreement's terms and conditions, the specified rate for the extension or renewal term and instructions on how to accept such terms and conditions. If you do not affirmatively consent to a renewal of this Agreement under Champion's then current terms and conditions and if applicable, the new rate, Champion will either return you to the EDC for service or your service will automatically continue as a *variable* rate product under the Champion default plan which is a month-to-month plan with no cancellation penalty. While your electricity will not change more than once a month, your rates will be determined by an hourly market price set by the applicable ISO. The price of the *variable* product is subject to change without notice for any reason. Your actual price will be shown on each monthly statement and will be used to calculate your monthly bill amount based on your actual electricity usage.

Customer Initials:

8. No On-Site Customer Generation: The Energy Supply Rate for the Term specified herein is conditioned on Customer's warranty that, as to the Account(s) at the Service Address(es) listed on the Enrollment Form and/or Attachment A (Additional Accounts), (i) Customer does not own any on-site generation (except for emergency back-up generation used when the EDC is not capable of delivering energy) or thermal storage capabilities ("On-Site Energy Generation") and (ii) if Customer, at any time during the Term of this Agreement, intends to purchase On-Site Energy Generation equipment or commence operations in furtherance of On-Site Energy Generation and related services, Customer will provide Champion with a minimum of sixty (60) days prior written notice. Customer acknowledges and understands that the use of On-Site Energy Generation during the Term of this Agreement will materially impact both the historical consumption data relied upon by Champion in entering into this Agreement and Customer's Usage for the remainder of the Term and therefore, use of such On-Site Energy Generation without Champion's written consent is a material breach of this Agreement.

9. Access to Information: You understand that by executing this Agreement, Champion will be provided certain basic information about you by the EDC, including, but not limited to, a account number, Service Address(es) and telephone numbers, meter read data, rate class and electric usage, and whether or not you are on a budget billing plan or payment arrangement approved by the PUCO. Additionally, you authorize Champion to obtain your credit history and to arrange delivery services by the EDC to your Service Address(es) and account(s).

10. Dispute Resolution: In the event of a disagreement involving the terms of this Agreement, the parties will use their best efforts to resolve the dispute. You should contact Champion Energy Services, LLC in writing at 1500 Rankin Road, Suite 200, Houston, TX 77073 or by telephone at 1-888-653-0090. If, after discussing your issue with Champion or the EDC you remain dissatisfied, you may contact the PUCO for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM to 5:00 PM weekdays or at www.puco.ohio.gov.

11. Consumer Protections: The services provided by Champion are protected by the terms and conditions of this Agreement and the PUCO. The complete text of the PUCO Customer Protection Rules referenced herein can be found in the Ohio Administrative Code, section 4901:1-21.

12. Early Termination Fees (ETFs): Upon termination of this Agreement prior to the expiration of the Term (occurring outside of the seven (7) calendar day Right of Rescission afforded to customers whose annual usage is less than or equal to 700,000 kWh or your right to terminate as a result of a material change in the terms of service of this Agreement occurring after the effective date), Champion reserves the right to provide you with an invoice for the sum of all ETFs owed in accordance with the following schedule ("ETF Schedule") based on annual historic consumption:

Annual kWh	ETF Calculator (per unused month)
< 100,000	\$50 per unused month
100,001 - 200,000	\$100 per unused month
200,001 - 300,000	\$150 per unused month
300,001 - 400,000	\$200 per unused month
400,001 - 500,000	\$250 per unused month
500,001 - 600,000	\$300 per unused month
600,001 - 700,000	\$350 per unused month
700,001 - 800,000	\$400 per unused month
800,001 - 900,000	\$450 per unused month

Annual kWh	ETF Calculator (per unused month)
900,001 - 1,000,000	\$500 per unused month
1,000,001 - 2,500,000	\$1,000 per unused month

All ETFs assessed and invoiced by Champion must be paid by you in accordance with the applicable billing terms of this Agreement.

13. Champion's Right to Cancel or Terminate Service: In addition to any other rights of termination or cancellation allowed under this Agreement or applicable law, Champion reserves the right to cancel or terminate this Agreement (i) if your EDC is unable to read your meter for three (3) months in a row and/or (ii) if you fail to meet or comply with any of the terms, conditions, obligations, representations or warranties agreed upon under the terms of this Agreement. If you fail to pay Champion per the terms of this Agreement, Champion may terminate your service upon providing you with fourteen (14) calendar days notice. You agree to pay for the electricity and services provided by Champion through the date you are switched to the EDC or another CRES. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Champion provides notice to the EDC of the cancellation request.

14. Limitation of Liability; Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CHAMPION EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CHAMPION SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

15. Governing Law: This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to principles of conflict of laws.

16. Assignment: You may not assign this Agreement, in whole or part, or any of your rights or obligations hereunder, without the written prior consent from Champion. Champion may freely pledge, assign, or subrogate all of its rights hereunder as Champion may deem necessary. In the event any other provision of this Agreement shall be deemed to prohibit or otherwise restrict Champion's right to assign, subrogate or pledge its rights hereunder, this provision shall control.

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

18. No Third Party Beneficiaries; Relationship of the Parties: There are no third party beneficiaries to this Agreement. The parties agree that this Agreement shall not be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Champion and you. Champion will not provide and nothing herein will be construed as the provision of advice regarding the value or the advisability of trading in "commodity interests" which would cause Champion or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § 1-25, et seq., as amended.

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

20. Force Majeure: Champion shall not be in breach of its obligations under this Agreement to the extent that its failure to perform is caused by forces or circumstances beyond its reasonable control. You acknowledge that certain causes and events outside of our control ("Force Majeure events") may result in interruptions in service for which we shall not be liable. Champion does not generate, transmit or distribute electricity and therefore, Champion shall not be liable for damages caused by Force Majeure events, including severe weather, flood, fire, lightning, drought, earthquake or other acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, labor troubles, required maintenance work, failure of the ISO or EDC to transmit electricity or perform any of their obligations, or failure of performance of any of Champion's suppliers, vendors or other third parties.

21. **UCC:** Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") or such similar collection of statutory provisions as may have been adopted and are in effect in the State of Ohio shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.

22. **Indemnification:** Each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury including without limitation, death, tangible property damage or any other damages arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity provided pursuant to this Agreement that the indemnifying party caused due to its negligence, willful misconduct, or any inaction or action which gives rise to any liability. You acknowledge that Champion does not own or control any of the transmission or distribution facilities used to deliver the electricity, which is solely the responsibility of the ISO and/or EDC. Champion, therefore, shall not be liable on account of the acts or omissions of such entities for any interruption, failure or delay in the delivery of electricity arising therefrom. You should contact your EDC in the event of an emergency or outage. These provisions survive the termination or expiration of this Agreement.

23. **Acceptance and Amendments:** This Agreement shall not become effective until accepted by Champion. Champion may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you at least thirty (30) days prior to the effective date of the amendment. The changes will become effective as of the date stated in the notice provided by Champion unless you elect to cancel your Agreement due to a material change that has a detrimental impact on you. You may cancel this Agreement no later than ten (10) days before the effective date of the amendment or material change. You will not be provided with notice of any changes or amendments that benefit or positively impact you. Champion can supply you with a current version of this Agreement annually and upon written request.

24. **Regulatory Events:** If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Champion to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Champion shall be permitted to either pass

through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days notice. For the avoidance of doubt, an increase in the rate for Network Integration Transmission Service by the ISO as approved by the FERC shall be a Regulatory Event.

25. **Entirety of Agreement; No Modification:** It is the intention of the Parties that this Agreement, together with any and all attachments, including the Enrollment Form attached hereto or incorporated by reference (collectively, the "Agreement") shall contain all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the electricity, and supersedes, for the Term, all prior agreements between the Parties, whether written or oral, as to the Service Addresses and accounts specified herein and within the attached Enrollment Form and related attachments. Any alteration, deletion or addition to the Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

26. **Representations and Warranties:** Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) you intend to operate your small business in substantially the same manner as you have in the previous 12 months; (c) it has not filed, does not plan to file or had any bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the service addresses and accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at your sole election in the exercise of independent judgment and you assume any risk associated with them; (d) if you qualify as a small (non-residential) commercial business Customer, you are executing this Agreement as a small (non-residential) commercial business Customer with an annual electricity usage no greater than 700,000 kWh; and (e) that if at any time during the term of this Agreement, you do not qualify as a small commercial business customer, then you hereby acknowledge and agree that you waive your rights, if any, under all applicable provisions of the PUCO customer protection rules applicable to CRES' regarding the provision of electricity service to small commercial customers.



Small Commercial Terms of Services

Contact Information

Competitive Retail Electric Service Provider (CRES):

Champion Energy Services, LLC

1500 Rankin Road; Suite 200

Houston, TX 77073

Toll-Free Telephone: 1.888.653.0090 (24 hours a day, 7 days a week)

www.championenergyservices.com

commercialcare@championenergyservices.com

Ohio PUC Certificate 09-166E(1)

Public Utility Commission of Ohio (PUCO):

Ohio PUC

180 East Broad Street

Columbus, OH 43215

Toll-Free Telephone: 1.888.686.PUCO (7826)

TTY: 1.800.686.1570

www.puco.ohio.gov

Ohio Utilities—Electric Distribution Companies (EDC):

For emergencies, outages, and equipment service, contact your EDC.

American Electric Power

155 West Nationwide Boulevard

Columbus, OH 43215

Toll-Free Telephone:

1.800.277.2177 (Columbus Southern Power)

1.800.672.2231 (Ohio Power)

www.aepohio.com

Duke Energy Ohio

139 East Fourth Street

Cincinnati, OH 45202

Toll-Free Telephone: 1.800.544.6900

www.duke-energy.com

Dayton Power & Light

1065 Woodman Drive

Dayton, OH 45432

Toll-Free Telephone: 1.800.433.8500

www.dplinc.com

First Energy

76 South Main Street

Akron, OH 44308

Toll-Free Telephone:

1.800.633.4766 (Ohio Edison)

1.800.447.3333 (Toledo Edison)

1.800.589.3101 (Cleveland Electric)

www.firstenergycorp.com