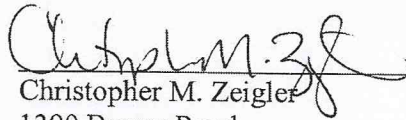


**AFFIDAVIT**

I, Christopher M. Zeigler, in my capacity as complainant in Pennsylvania Public Utility Commission **Complaint Docket No: C-2014-2408097**, certify that the aforementioned complaint has been settled and satisfied. This complaint was satisfied on the basis of a customer credit to me, in the amount of \$251.46, provided by Energy Plus Holdings LLC ("EPH"). The attached settlement agreement accurately reflects the terms I agreed to with EPH.



Christopher M. Zeigler  
1390 Bower Road  
Shermans Dale, PA 17090

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (“Settlement Agreement”) is made and effective as of the 18<sup>h</sup> day of March 2014, by and between Energy Plus Holdings LLC and **Christopher M. Zeigler** (“Customer”). Energy Plus Holdings LLC and Customer are referred to collectively herein as the “Parties.”

WHEREAS, certain disputes have arisen between the Parties with respect to the Customer’s Energy Plus account or accounts.

AND WHEREAS, the Parties have amicably reached an agreement to resolve their underlying disputes in connection with the Customer’s Energy Plus account or accounts;

AND WHEREAS, the Parties believe it is in their respective and collective best interests to resolve any and all disputes between them that were or could have been asserted in connection with the Customer’s Energy Plus account or accounts;

NOW THEREFORE, in consideration of the mutual promises contained herein and of the foregoing recitals, which are incorporated herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Within 15 business days of execution and delivery of this Settlement Agreement by Customer, Energy Plus Holdings LLC agrees to pay Customer **\$251.46**, to be effectuated by check.
  
2. Customer does hereby fully, finally and completely waive, release, remise, forgo, discharge and surrender, any and all claims which may currently exist or have existed and which each may have or may have ever had against Energy Plus Holdings

LLC or its affiliate and parent corporations, predecessors, successors, officers, directors, agents and employees with respect to, relating to, arising from, or attributable to Customer's Energy Plus account or accounts. It is expressly understood and agreed that this settlement and release shall be irrevocable and binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3. Nothing in this Settlement Agreement shall be construed or deemed to be an admission of wrongdoing or liability by Energy Plus Holdings LLC.

4. The Parties hereto agree that this Settlement Agreement shall not be admissible as evidence in any suit or proceeding whatsoever as evidence of an admission of liability; provided, however, that this Settlement Agreement shall be admissible in any proceeding to the extent necessary to enforce its provisions, or otherwise effectuate the releases and obligations created by it.

5. Each of the undersigned Parties hereto agrees that this Settlement Agreement constitutes the entire agreement among the Parties pertaining to the subject matter contained herein and that there are no covenants, promises or undertakings outside of this Agreement beyond those specifically set forth herein.

6. It is expressly understood and agreed that each and every term and condition of this Settlement Agreement constitutes a substantial inducement to each party to participate in this Agreement.

7. Each of the undersigned Parties hereby agrees that this Settlement Agreement shall not be modified or amended, except by an instrument in writing signed by the Parties hereto.

8. Each of the undersigned Parties further agrees that this Settlement Agreement and the terms, conditions and covenants herein shall be confidential and shall not be discussed or described by any party or his/her/its representative with persons or entities who are not Parties (or counsel of those Parties) to the Agreement, except to the extent necessary to enforce the provisions of this Agreement, or otherwise effectuate the releases and obligations created by it and to resolve the pending Complaint before the Pennsylvania Public Utility Commission, Docket No. C-2104-2408097. In addition to the confidentiality obligations herein, the Parties agree not engage in any conduct that could be or could be construed as disparaging to the other party or its business.

9. The Parties hereto state that they have read this Settlement Agreement in its entirety, that they have been fully advised with respect thereto, and that each of them knows and understands the contents hereof, and they sign the same as their own free acts and deeds and with full authority to do so.

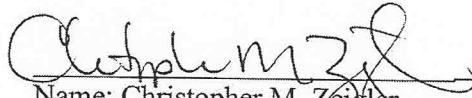
10. Each and every one of the individuals signing below hereby warrants and represents that he or she has full competency, power and authority to bind his or her respective party in accordance with the terms of the Agreement.

11. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties  
hereto have set their hands and seals.


Customer

Date: 3/25/14

  
Name: Christopher M. Zeigler

Energy Plus Holdings LLC

Date: 3/31/14

  
Name: Catherine L. Sakach  
Title: Senior Counsel