**ELECTRONIC LETTER OF AGENCY AUTHORIZING CHANGE IN CUSTOMER'S NATURAL GAS SERVICE PROVIDER TO ENERGY HARBOR, LLC ("ENERGY HARBOR")**

By this electronic Letter of Agency, the Customer ("You") hereby affirm the following:

1. You authorize the change of your natural gas service provider from your current natural gas service provider to Energy Harbor, in accordance with the Terms and Conditions and enrollment materials (the "Agreement") which you are accepting as part of your enrollment with Energy Harbor.

2. You are the Customer indicated in the enrollment request and the information about you and your natural gas account, including your billing name and address, is correct.

3. The terms, conditions, and nature of the service to be provided to you by Energy Harbor have been clearly disclosed to you in the Terms and Conditions, of which you acknowledge receipt.

4. You acknowledge and understand that any retail natural gas supplier selection you choose may involve a charge to you for changing your natural gas service provider.

5. You are aware that you will receive a letter from your Utility confirming your enrollment with Energy Harbor.

6. You are aware that you may rescind your enrollment within ten (10) calendar days following the postmark date of the confirmation letter as indicated in the "Right of Rescission" section of the Terms and Conditions.

7. You are aware that any future correspondence from Energy Harbor will be by email or mail.

8. You understand that you may opt to receive a written copy of the Agreement.

9. You are the billing customer of record, and electronic acceptance of this Letter of Agency in the enrollment process will serve as the signed authorization of this Letter of Agency as of the date of acceptance.

Signed,

You, the Customer

**CUSTOMER INFORMATION DISCLOSURE**

| Consumer Information Disclosures | |
|---|---|
| **Alternative Natural Gas Supplier Information** | Energy Harbor LLC, ("Energy Harbor")<br>**Mailing Address:** 168 East Market Street, Akron, OH 44308<br>**Telephone:** 1-888-651-5200 (Monday – Friday from 8:00 am to 5:00 pm EST)<br>**Website:** www.energyharbor.com |
| **Natural Gas Supply Pricing** | 63.90 ¢ per Therm, multiplied by your Account's metered usage. |
| **Contract Term** | **12** months |
| **Renewal Terms** | Between 30 and 60 days prior to the end of the Term, Energy Harbor will send you a contract expiration notice and offer to renew for another term ("Renewal Term"). This notice will include, without limitation, the new product, pricing, the length of the Renewal Term, and any other changes to the terms and conditions ("Offer"). You will have ten (10) days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by you without the need for further signature or other affirmative action by you. If you reject the Offer in the manner directed in the Offer, your Accounts will be returned to Utility service at the end of the current Term. |
| **Early Termination Fee** | None |
| **Rescission Rights** | You will receive a notice from your Utility confirming a switch of your natural gas supplier. From the date the Utility issues the notice, you will have ten (10) business days before the switch will become effective. You may contact Energy Harbor or your Utility to rescind (stop) the switch within ten (10) business days. You may call Energy Harbor at 1-888-651-5200 or your Utility at 1-888-642-6748 (Nicor Gas), 1-866-556-6004 (North Shore Gas), or 1-866-556-6001 (Peoples Gas) to rescind. |
| **Billing** | Utility Billing |
| **Deposit or Other Fees for Switching to FES** | Energy Harbor does not charge or collect a deposit or switching fees to switch to Energy Harbor's service. Your current supplier and/or the Utility may charge such fees. |
| **Savings** | Savings are not guaranteed. |
| **Utility Contact Information** | **Nicor Gas:** 1-888-642-6748 / **North Shore Gas:** 1-866-556-6004 / **Peoples Gas:** 1-866-556-6001 |
| **Illinois Commerce Commission Contact Information** | **Telephone: 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers.**<br>**Website: www.icc.illinois.gov.** |
| **General Disclosures** | Energy Harbor is an independent seller of gas certified by the Illinois Commerce Commission. Energy Harbor is not employed by, representing, endorsed by, or acting on behalf of a utility, or a utility program. Energy Harbor is not the same entity as your gas delivery company. You are not required to enroll with Energy Harbor. Beginning on May 1, 2023, the utility gas supply cost rate per Therm is 39 ¢. The utility gas supply cost will expire on May 31, 2023. For more information go to the Illinois Commerce Commission's free website at www.icc.illinois.gov/ags/consumereducation.aspx. |

| Natural Gas - Residential and Small Commercial - Terms and Conditions | |
|---|---|
| Product | **Fixed** |
| Natural Gas Distribution Utility | **Nicor** |
| Price and Length of Agreement | **63.90** ¢ per **Therm** for 12 months |
| Cancelation/Termination Fee | **None** |

These Terms and Conditions together with the enrollment materials are your Agreement ("Agreement") for natural gas commodity service with Energy Harbor LLC ("Energy Harbor"). Please keep a copy for your records.

Energy Harbor is certified by the Illinois Commerce Commission ("ICC" or "Commission") to offer and supply competitive retail natural gas service in Illinois. As an Alternative Gas Supplier ("AGS"), Energy Harbor will supply natural gas to your local natural gas distribution utility ("Utility") based on your usage. Your Utility then distributes or delivers the gas to you. Energy Harbor sets the generation prices and charges that the customers pay. The ICC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Right of Rescission:** Once you have been enrolled to receive natural gas service from Energy Harbor, your Utility will send you a confirmation letter. You have the right to rescind your enrollment within ten (10) business days following the postmark date of the confirmation letter by contacting Energy Harbor or the Utility (see Customer Information Disclosure). The Right of Rescission only applies when a customer switches to a different supplier and not on renewal enrollments. Your Utility will not send a confirmation notice upon any renewal of this Agreement.

**Eligibility:**Only eligible residential and small commercial customer accounts may enroll in this offer from Energy Harbor. Customers currently participating in Percentage of Income Plan Program ("PIPP") and customers that have received financial assistance in the previous 12 months from the Low Income Home Energy Assistance Program are not eligible for this offer (unless the customer's change in gas supplier is pursuant to a Commission-approved savings guarantee plan under 220 ILCS 5/19-116(b)). Energy Harbor reserves the right to refuse enrollment to any Customer with an outstanding balance.

**Basic Service Prices:**During the term of this Agreement, you agree to pay Energy Harbor a price for full requirements of natural gas supply and any other service identified in the table above for the accounts identified during the enrollment process ("Accounts") in accordance with the terms of these Natural Gas Purchase and Sale Terms and Conditions and the Customer Information Disclosure provided herewith (collectively, this "Agreement"). You are responsible for, and your price does not include, applicable state and local taxes and/or Utility charges, which will be billed by the Utility. The "Effective Date" is the date agreed to by both you and Energy Harbor. Both you and Energy Harbor may be referred to herein as a "Party" and, collectively, you and Energy Harbor may be referred to as the "Parties."

**Length of Agreement:** Your service from Energy Harbor will commence with the next available meter reading following the applicable ten (10) business day rescission period, the acceptance of the enrollment request by Energy Harbor, and the processing of the enrollment by your Utility. Your service will continue for the length of service as specified in your offer materials from Energy Harbor. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, pipeline, or other service provider, or any change in operating procedure, alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor. This notification will include a description of one or more of the situations described above. Energy Harbor may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact Energy Harbor to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your Utility for Retail Natural Gas Service. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your Utility for Retail Natural Gas Service. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any cancellation/termination fee. You must still pay all Energy Harbor charges through the date you are returned to your Utility or switched to another AGS provider for service.

**Billing:** You will receive a consolidated bill monthly from your Utility for both your Energy Harbor and Utility charges. Such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Energy Harbor's charges or credits not invoiced through the Utility shall be invoiced directly by Energy Harbor. If Energy Harbor Billing is noted in the Customer Information Disclosure (as opposed to Utility Billing), you shall pay within twenty (20) days from the invoice date. Energy Harbor may correct or cause the Utility to correct previous invoices in the event of invoicing errors. Energy Harbor does not offer budget billing. If you do not pay your bill by the due date, Energy Harbor may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation, you will be returned to your Utility as a customer. You will remain responsible to pay Energy Harbor for any gas used before this Agreement is cancelled, as well as any late payment charges. Energy Harbor reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Furthermore, your failure to pay Utility charges may result in your natural gas service being disconnected in accordance with the Utility tariff.

**Penalties, Fees and Exceptions:** Your Utility or other AGS may charge you switching fees. Payments not received by Energy Harbor by the due date are deemed past due and shall accrue interest daily on the unpaid balance from the due date until payment is received at the lesser of 1.5% per month or the maximum amount allowable by law.

**Cancellation/Termination Provisions:** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your Utility. You have the right to terminate or cancel this Agreement at any time without any termination fee or penalty. In the event that the Agreement is terminated, you will be returned to your Utility's standard service offer. Upon termination with Energy Harbor and return to standard offer service with your Utility, you may not be served under the same rates, terms, and conditions that apply to other Utility customers. In addition to non-payment, Energy Harbor also reserves the right to reject your enrollment or terminate this Agreement for the following defaults: you (a) fail to meet or maintain

satisfactory credit standing as determined by Energy Harbor; (b) fail to meet minimum or maximum threshold consumption levels as determined by Energy Harbor; (c) fail to be eligible for Utility consolidated billing or the Utility's purchase of receivables program, if applicable; (d) rescind your authorization detailed in the "Customer Consent and Information Release Authorization" section below; (e) attempt to assign this Agreement without Energy Harbor's consent; (f) provide any false, inaccurate or misleading information to Energy Harbor or the Utility; or (g) you are or become enrolled in the Utility's Percentage of Income Payment Program, Low Income Home Energy Assistance Program, or other credit arrearage programs.

**Customer Consent and Information Release Authorization:** : By choosing to accept this offer from Energy Harbor you understand and agree to the terms and conditions of this Agreement with Energy Harbor. You authorize Energy Harbor to obtain information from the Utility related to the Accounts including without limitation account name, account number, billing address, service address, telephone number, standard offer service type, historical natural gas usage, rate classification, meter readings, characteristics of natural gas supply, and billing and payment information. You authorize Energy Harbor to release such information to third parties and to Energy Harbor's affiliates and subcontractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Energy Harbor at the contact information provided herein. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Consistent with applicable law, Energy Harbor uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Energy Harbor to perform a credit check on you. If you fail to pay your invoices on time, you authorize Energy Harbor to report such failures to one or more credit reporting agencies.

**Customer Consent to Communications:** By signing this Agreement, you agree to receive pre-recorded/artificial voice messages calls and/or use of an automatic dialing device, text messages and/or emails from Energy Harbor or its agents/assigns at any phone number or email address. You agree to be responsible for any charges you may receive on that number, including standard telephone, SMS or text message fees. You may revoke this express consent at any time by calling us at 1-888-651-5200. Such revocation has no bearing on your ability to contract with Energy Harbor.

**Contract Expiration / Automatic Renewal:** At the end of its initial term, this Agreement will expire, or, at Energy Harbor's option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement. If this is a renewal Agreement and you do not affirmatively cancel as outlined in the Automatic Contract Renewal and the Contract Renewal Notice, then your Retail Natural Gas Service from Energy Harbor will automatically renew. You will receive a written Contract Renewal Notice from Energy Harbor at least thirty (30) days before but not more than sixty (60) days that precede either the expiration date of this Agreement or the effective date of any changes Energy Harbor proposes to its terms of service. In these advance notifications, Energy Harbor will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, the billing cycle in which service under the current term will expire and the billing cycle in which service under the new term will begin, and what actions you must take to cancel the Agreement. You are responsible for arranging your natural gas supply upon the termination or expiration of the Agreement.

**Force Majeure:** Causes and events out of Energy Harbor's reasonable control ("Force Majeure Events") may result in interruptions in service. Energy Harbor will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Energy Harbor is not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, including, but not limited to, a facility outage on the Utility's distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

**Dispute Procedures:** You may contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-651-5200 (toll-free) M-F 8:00 am – 5:00 pm EST or in writing at 168 East Market Street, Attn: Contract Administration, Akron, OH 44308. Our web address is www.energyharbor.com. If your complaint is not resolved after you have called Energy Harbor and/or your Utility, or for general utility information, you may contact the Consumer Services Division of the ICC for assistance at between 8:30 AM and 5:00 PM, Monday through Friday by calling 1-800-524-0795 or TTY at 1-800-858-9277 or visit www.icc.illinois.gov or www.pluginillinois.org In addition, the Illinois Attorney General's office can be reached at (800) 386-5438 (Northern Illinois),
(800) 243-0618 (Central Illinois), and (800) 243-0607 (Southern Illinois) and their website is http://www.illinoisattorneygeneral.gov/. Residential customers may also contact the Citizens Utility Board ("CUB") toll free at (800) 669-5556 from 8:30 A.M. to 5:30 P.M. weekdays, or visit the CUB website at www.citizensutilityboard.gov or as otherwise specified by the CUB. At your request and at no charge, Energy Harbor will provide you the then-current consumer education program materials as provided by the ICC. To obtain additional consumer education information from the ICC, you can contact the Consumer Affairs Division toll-free at (800) 524-0795. **BOTH YOU AND ENERGY HARBOR AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT.** Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the ICC

**Miscellaneous:** You may request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Energy Harbor is prohibited from disclosing a Customer's Social Security number and/or account number(s) without the Customer's written consent except for Energy Harbor's collections and reporting, assigning a customer's contract to another AGS or except as permitted or required by 220 ILCS 5/5-110, 815 ILCS 505/2RR or other applicable law. Energy Harbor will not disclose a Customer's billing, usage or load data except as permitted by 815 ILCS 505/2FFF or other applicable law. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the ICC without your agreement or consent. Neither Energy Harbor nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility, which include maintenance of natural gas distribution lines and systems, service interruptions, loss or termination of service, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Energy Harbor's delivery obligations cease, and title to gas sold transfers to you, at the Delivery Point, which is the point at which the third-party pipeline supplying gas to the Utility and the Utility interconnect. **In the event of a gas outage, you should contact your local Utility** Customer is responsible for providing Energy Harbor with accurate account information. If said information is incorrect, Energy Harbor reserves the right to reprice the applicable account(s) or terminate the Agreement. Energy Harbor reserves the right to return any customer to the Utility if the customer's rate code is changed and the account is no longer eligible for this offer. Existing customers are not eligible to switch to a different rate plan through a third-party site. If you are an existing customer and want to switch rate plans, you must contact Energy Harbor at 1-888-651-5200 or visit Energy Harbor's website at**www.energyharbor.com** to determine your eligibility for available offers, if

any. Customer authorizes but does not obligate Energy Harbor to exercise customer's governmental aggregation opt-out rights.

**Warranty:** Energy Harbor warrants title and the right to all natural gas sold hereunder. **ALL NATURAL GAS SUPPLY SOLD HEREUNDER IS PROVIDED "AS IS," AND ENERGY HARBOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL ENERGY HARBOR'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**

**Choice of Law; Severability:** This Agreement shall be governed by and construed in accordance with the laws of the State where the Account(s) reside, without regard for the conflicts of law provisions thereof. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under this Agreement.

**Entire Agreement:** This Agreement shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or in accordance with the renewal process identified in these Terms and Conditions.

**AUTOMATIC CONTRACT RENEWAL**

This Automatic Contract Renewal serves as notice that your Agreement for natural gas commodity service with Energy Harbor LLC ("Energy Harbor"), an alternative gas supplier certified by the Illinois Commerce Commission, will automatically renew in accordance with the terms and conditions set forth below:

| Automatic Contract Renewal Disclosure | |
|---|---|
| Contract Expiration | **At the end of its initial term, this Agreement will expire, or, at Energy Harbor's option, automatically renew for a term less than or equal to its initial term unless you affirmatively cancel the Agreement by following the cancellation procedure below. If this is a renewal Agreement and you do not affirmatively cancel as outlined in this Automatic Contract Renewal and in the Contract Renewal Notice that you shall receive as described below, then your Retail Natural Gas Service from Energy Harbor will automatically renew.** |
| Estimated Bill Cycle on Which Initial Contract Term Expires | **The estimated bill cycle on which the initial contract term expires: On or about your meter read date in October 2022, depending on when the Utility accepts your initial enrollment.** |
| Estimated Bill Cycle on Which New Contract Term Begins | **The estimated bill cycle on which the new contract term begins. This will immediately follow the last billing cycle of the current term: Same month-year meter read date as above.** |
| Procedure to Terminate Before the New Contract Term Applies | **You will be notified by Energy Harbor via a Contract Renewal Notice between thirty (30) and sixty (60) calendar days before either the expiration date of the Agreement or the effective date of any changes Energy Harbor proposes to its terms of service. The Contract Renewal Notice will explain your options, which may include renewing the Agreement, the specified rate, proposed changes if any, the billing cycle in which service under the current term will expire and the billing cycle in which service under the new term will begin, and what actions you must take to cancel the Agreement.** |
| Cancellation Procedure | **To terminate the Agreement before the new contract term applies, you must affirmatively cancel by calling 1-888-651-5200 prior to the opt-out deadline listed in the Contract Renewal Notice. You are responsible for arranging your natural gas supply upon termination or expiration of this Agreement.** |