

Natural Gas Supplier Contract Summary

Natural Gas Supplier ("NGS") Information	Energy Harbor LLC, 168 East Market Street, Akron, OH 44308
	1-888-651-5200 (8:00 AM – 5:00 PM EST), excluding holidays and weekends
	PA License No. 2020-3019389
	www.energyharbor.com
	As the NGS, Energy Harbor is responsible for the gas commodity/supply charges
Natural Gas Price Structure	Fixed Price
Natural Gas Supply Price	42.90 ¢ per Therm
Statement Regarding Savings	During the period your Agreement is in effect, the above price may be higher or lower than the NGDC's price, which changes over time based upon your NGDC's procurement structure. Therefore, SAVINGS ARE NOT GUARANTEED.
Deposit Requirements	None
Incentives	None
Contract Start Date	The next available start date as determined by your NGDC.
Contract Duration / Length ("Initial Duration")	This contract will continue for an initial period of 36 months after service commences and then will automatically renew unless cancelled consistent with the terms and conditions set forth in the Disclosure Statement below.
Cancellation / Early Termination Fees ("ETF")	None To avoid an ETF see "End of Contract / Renewal Terms" below.
End of Contract / Renewal Terms	If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward, including any automatic renewal terms that may apply. You will not be charged an ETF or any other fees or penalties if you terminate within thirty days prior to either the expiration of your Agreement or the date on which a material change in the terms and conditions becomes effective.
Right of Rescission	If you are a new or returning customer, you may cancel this Agreement without any fees or charges at any time before midnight of the third Business Day after receiving the Disclosure Statement ("Rescission Period") by contacting Energy Harbor at 1-888-651-5200.

Residential - Disclosure Statement

ENERGY HARBOR LLC ("Energy Harbor") agrees to sell, and you agree to buy, your full requirements for natural gas service for your home at the price and on the terms and conditions specified in the Contract Summary, your other enrollment materials and in this Disclosure Statement (collectively, "Agreement"). Price and other terms of this Agreement are subject to change as provided below. Energy Harbor reserves the right to revoke its natural gas offer for any reason at any time prior to your acceptance of this Agreement. You acknowledge that the contract start date shall be determined by your local natural gas distribution company ("NGDC") in accordance with its rules and practices regarding the switching of customers to suppliers. Energy Harbor has no liability related to the date on which your NGDC switches your account. **This Agreement shall be considered fully executed by both you and Energy Harbor following acceptance of your enrollment request by Energy Harbor, the three-day rescission period discussed below, and subsequent acceptance of the enrollment by your NGDC.** Throughout this Agreement, the words "customer" "you" and "your" refer to the individual requesting natural gas service. The words "we", "us" and "our" refer to Energy Harbor. Please keep a copy of this Agreement for your records.

Right of Rescission: You may cancel this Agreement without any fees or charges at any time before midnight of the third Business Day after receiving this Disclosure Statement ("Rescission Period") by contacting Energy Harbor at 1-888-651-5200.

Competitive Natural Gas Service: Energy Harbor (PA License No. 2020-3019389) is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply natural gas services in Pennsylvania. As a Natural Gas Supplier ("NGS"), Energy Harbor will supply the natural gas to your local NGDC based on your usage. Commodity prices and charges are set by the natural gas supplier you have chosen (Energy Harbor). The PUC regulates distribution prices and services. Energy Harbor is not the same company as your NGDC; the prices of Energy Harbor are not regulated by the PUC and you are not required to buy natural gas or other products from Energy Harbor to receive the same quality of service from your local NGDC.

Definitions: Business Days – Monday through Friday (8:00 AM – 5:00 PM Eastern Standard Time ("EST")), excluding holidays. Centum Cubic Feet (Ccf) - A standard measure of gas usage, equaling 100 cubic feet of gas. Commodity Charges - The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms). Contract Summary - The separate, one-page document that summarizes the key terms and conditions of this Disclosure Statement. Distribution Charges - The charges for the delivery of natural gas from the point of receipt into the NGDC's system. Mcf – An abbreviation denoting 1,000 cubic feet of gas. This is a measure of gas usage. Natural Gas Distribution Company (NGDC) - A state regulated natural gas utility that owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly

called local distribution company). NGS - Natural Gas Supplier - An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC. Non-basic Services - Optional services which are separate and not required for the physical delivery of natural gas service.

Eligibility: Only customer accounts on residential rate codes are eligible to enroll in this offer from Energy Harbor. The following residential accounts are ineligible for this offer: (1) any customer accounts participating in energy assistance or low-income rate programs that will pay a higher rate or that will otherwise be negatively affected under the Agreement; or (2) any customer of a natural gas cooperative or municipally owned utility. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance for past natural gas service or if your credit standing is otherwise unsatisfactory, as determined solely by Energy Harbor. Supplying you under this Agreement is conditioned on the NGDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the NGDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the NGDC before we can serve you.

Basic Service Prices and Other Charges: Throughout the period this Agreement is in effect, you agree to pay Energy Harbor the fixed price indicated in the Contract Summary, which represents the total cost of your natural gas supply service during the Initial Duration, excluding state and local sales taxes ("Retail Natural Gas Service"). In addition to Energy Harbor's charges, you will be charged by your NGDC for distribution and various other charges. The total amount that is due to Energy Harbor will be calculated by multiplying your fixed price by your natural gas usage as measured by the NGDC meter and provided to us by the NGDC during the applicable billing period.

In the event of 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, which alters to the detriment of Energy Harbor its costs to perform under this Agreement, you may receive a notification from Energy Harbor that explains one or more of the situations described above. In such an event, Energy Harbor may offer you modified terms and conditions, including without limitation a change in price, in said notices. **You must indicate your affirmative consent to the modified terms and conditions as specified in the notices.** If you do not contact Energy Harbor to accept the modified terms, this Agreement will terminate on the date specified in the notices, and you will be returned to your NGDC for Retail Natural Gas Service, unless you have selected another NGS. Alternatively, Energy Harbor may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you will be returned to your NGDC for Retail Natural Gas Service, unless you have selected another NGS. Whether Energy Harbor offers you new terms or terminates this Agreement under this provision, you will not be responsible for any early termination fees. You must still pay all Energy Harbor charges through the date you are returned to your NGDC or switched to another NGS for service.

Price to Compare: The NGDC's current price to compare may change from time to time. Energy Harbor cannot guarantee savings over the NGDC's rates for the entire period this Agreement is in effect. Any potential savings are limited to a comparison against the NGDC's price to compare applicable at the time you enter into this Agreement.

Length and Renewal of Your Agreement: Except as otherwise provided for herein, your Retail Natural Gas Service from Energy Harbor will commence on the next available meter reading, following the three (3) day Rescission Period, the acceptance of the enrollment request by Energy Harbor (at its discretion and consistent with the terms set forth herein), and the processing of the enrollment by your NGDC. Your switch to Energy Harbor as your natural gas supplier may take up to two (2) billing cycles to take effect. If your NGDC requires specific enrollment thresholds or quotas from Energy Harbor, your enrollment will be submitted to the NGDC when the threshold or quota is met by Energy Harbor. Your Retail Natural Gas Service will continue for the number of months indicated in the Contract Summary ("Initial Duration"). Prior to the expiration of the Initial Duration, you will receive notices as outlined in the "Customer Notification of Changes or End of Agreement" Section below.

Billing: You will receive a single bill from your NGDC that will contain both NGDC charges and Energy Harbor charges. All payments should be made to the NGDC. Any unpaid amounts shall be subject to late payment charges. Your NGDC may request a security deposit for amounts which include Energy Harbor charges. Your NGDC maintains the right to terminate service for any unpaid NGDC charges or Energy Harbor charges, pursuant to PUC regulations.

Early Termination Fees: Except as otherwise provided in this Agreement, Energy Harbor may charge you an early termination fee ("ETF") as set forth in the Contract Summary. You will not be charged an ETF if you terminate this Agreement during the Rescission Period or within thirty (30) days of the date on which this Agreement is scheduled to expire, or changes to the terms of this Agreement of which you have been notified are to take effect.

Customer Consent and Information Release Authorization: By entering into this Agreement for Retail Natural Gas Service from Energy Harbor, you understand and agree to the terms and conditions herein. In order to process your enrollment, you authorize Energy Harbor to obtain certain information from your NGDC that includes, but is not limited to: account number, billing address and history, payment history, historical and future natural gas usage, meter readings, and characteristics of natural gas service (referred to herein as "Confidential Information"). Energy Harbor will maintain the confidentiality of Confidential Information, as well as your personal information, such as your name, address and telephone number (referred to herein as "Personal Information") as required by applicable PUC regulations and Federal and State laws. You authorize Energy Harbor to release Confidential and Personal Information in connection with your Retail Natural Gas Service to Energy Harbor's employees, affiliates, lenders, counsel, accountants, contractors or advisors on a need to know basis, provided said individuals agree to ensure its confidentiality in accordance with the aforementioned laws and regulations. Your authorization to release both Confidential and Personal Information shall remain in effect throughout the period this Agreement is in effect, unless revoked in part or in its entirety in writing by you. We reserve the right to the extent permitted by law to reject your enrollment or cancel this Agreement in the event these authorizations are revoked.

Customer Notification of Changes or End of Agreement: If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward, including any automatic renewal terms that may apply. **IF YOU DO NOT AFFIRMATIVELY CANCEL THIS AGREEMENT AS OUTLINED IN ANY NOTIFICATION, YOUR RETAIL NATURAL GAS SERVICE FROM ENERGY HARBOR WILL RENEW AS OUTLINED IN SAID NOTICE; HOWEVER, YOU MAY CANCEL YOUR RENEWED AGREEMENT AT ANY TIME WITHOUT PENALTIES OR FEES.**

Termination: You may rescind this Agreement with Energy Harbor during the three (3) day Rescission Period by calling Energy Harbor at 1-888-

651-5200. If this Agreement is not rescinded during the Rescission Period, enrollment will be sent to your NGDC. A confirmation notice of transfer of service will be sent to you by your NGDC at which time you may also cancel this Agreement consistent with the instructions provided by your NGDC. If you are a renewing customer, your NGDC will not send you a confirmation notice, unless otherwise required by law. Energy Harbor may terminate this Agreement for any nonpayment or any other breach of this Agreement upon thirty (30) days' prior written notice to you of such termination. If you fail to cure any nonpayment or breach of this Agreement within the thirty (30) day notice period, we may terminate the Agreement, even if you subsequently cure the nonpayment or breach after such period has expired. Energy Harbor may also terminate this Agreement upon thirty (30) days' prior written notice to you if there is a change in law or other act beyond our reasonable control or if we are no longer able to serve you. We also reserve the right to reject your enrollment or terminate this Agreement if:

- You fail to meet or maintain satisfactory credit standing as determined solely by us;
- You fail to meet minimum or maximum threshold consumption levels as determined by us;
- You fail to be eligible for NGDC consolidated billing throughout the entire period that this Agreement is in effect;
- You provide any false, inaccurate or misleading information to Energy Harbor or the NGDC;
- You move within or outside of the NGDC's service territory or you fail to remain a NGDC distribution customer under the applicable rate class throughout the period this Agreement is in effect; or
- You revoke your authorization for release of Confidential and Personal Information.

Upon termination of this Agreement for any reason, you will return to receiving default supply service from the NGDC, unless you have selected another natural gas supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for all obligations, including without limitation, any early termination fees or payment for natural gas charges incurred under this Agreement prior to the effective date of termination.

Limitation of Liability: YOU AGREE THAT NEITHER ENERGY HARBOR NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE NGDC, WHICH INCLUDE MAINTENANCE OF PIPELINES AND SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF RETAIL NATURAL GAS SUPPLY SERVICES, METER READINGS OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF NATURAL GAS SERVICE. NEITHER ENERGY HARBOR NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE RETAIL NATURAL GAS SUPPLY SERVICE ON THE DATE SPECIFIED HEREIN DUE TO ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE NGDC. ENERGY HARBOR'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. IN NO EVENT WILL ENERGY HARBOR OR ANY OF ITS AFFILIATES OR SUBCONTRACTORS BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON AGREEMENT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE OF THIS AGREEMENT.

Assignment: Upon 60 days' prior written notice to you, Energy Harbor may assign, subcontract or delegate all or any part of our rights and/or obligations under this Agreement, including your payment obligations under this Agreement, without your consent. Your assignment notice will include a reminder that your terms and conditions will not change upon assignment. You may not assign any of your rights or obligations under this Agreement without our prior written consent.

Dispute Resolution / Class Action and Jury Trial Waiver: If you have any questions or concerns regarding the terms of service, you may contact us on any Business Day by telephone at 1-888-651-5200 (toll-free) or in writing, any time, at Energy Harbor LLC, Attn: Contract Administration, 168 East Market Street, Akron, OH 44308. Our web address is www.energyharbor.com. **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 AGREEMENT.** Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PUC or to a court with appropriate authority to hear the complaint.

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; pandemics; accidents; strikes; labor disputes; required maintenance work; inability to access the NGDC's system; non-performance by the NGDC, including, but not limited to, a facility outage on the NGDC's distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

Questions and Shopping Information: Contact Energy Harbor with any questions concerning this Agreement. You may also contact the PUC or the Pennsylvania Office of Consumer Advocate ("OCA") if you have any questions about shopping for a natural gas supplier or other matters involving the natural gas industry. The contact information for the PUC is as follows: **Telephone:** 1-800-692-7380 from 8:00 am to 5:00 pm (EST) weekdays; **Mail:** PA PUC, 400 North Street, Harrisburg, PA 17120. **Website:** www.puc.pa.gov for general information or www.pagasswitch.com, or other successor media platforms as determined by the PUC, for information on shopping for natural gas service. The OCA contact information is as follows: **Telephone:** 800-684-6560; **Website:** www.oa.state.pa.us. Energy efficiency information is available upon request from the PUC or the NGDC. Historical billing information is available upon request through your NGDC consistent with its rules governing the same.

Miscellaneous: Except with respect to Energy Harbor's affiliates and subcontractors under the "Limitation of Liability" section, there are no third-party beneficiaries of this Agreement. Any payments due under this Agreement, and all provisions relating to the payment and collection thereof, and the provisions contained in the "Limitation of Liability" and "Dispute Resolution / Class Action and Jury Trial Waiver" sections above, will survive expiration or cancellation for any reason. This Agreement constitutes the entire agreement between you and Energy Harbor. No statement, promise or inducement made by either party not contained in this Agreement will be valid or binding. Unless otherwise stated, any reference to days will

mean calendar days. Energy Harbor's obligations under this Agreement are conditioned on you providing complete and accurate information and on you remaining a NGDC distribution customer throughout the period this Agreement is in effect. 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.

**IN THE EVENT OF AN EMERGENCY OR GAS LEAKAGE, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL
NATURAL GAS DISTRIBUTION COMPANY.**