ELECTRONIC LETTER OF AGENCY AUTHORIZING CHANGE IN CUSTOMER'S ELECTRIC 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 electric service provider from your current electric 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 electric 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 electric supplier selection you choose may involve a charge to you for changing your electric 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

Name	Energy Harbor LLC (Energy Harbor)
Address	168 East Market Street Akron, OH 44308 www.energyharbor.com
Phone	1-888-254-6359 (Monday - Friday from 7:00 am to 4:00 pm CST)

Rates and Product Information	
12.99 (in ¢/kWh) and Number of Months This Price Remains in Effect	**12.99** ¢/kWh for **18 Months**
Other Monthly Charges	**None**
Total Price (in ¢/kWh) with Other Monthly Charges	500 kWh: **12.99**, 1,000 kWh: **12.99**, 1,500 kWh: **12.99**
Length of Contract	**Up to 18 Months**
Price after the Initial Price	The per kWh charge remains the same for the length of the contract
Incentives	None

Early Termination Fees and Contract Renewal	
Early Termination Fee	**None**
Contract Renewal	This Agreement renews automatically.

Right to Rescind and Cancel	
Rescission	You have a right to rescind (stop) your enrollment within 10 calendar days after your utility has received your order to switch suppliers. You may call us at 1-888-254-6359 or your utility at 1-800-334-7661 for Commonwealth Edison or 1-800-755-5000 for Ameren Illinois to rescind.
Cancellation	You also have the right to terminate the contract without any termination fee or penalty if you contact us at 1-888-254-6359 within 10 business days after the date of your first bill with charges from Energy Harbor.

This is a sales solicitation and the seller is Energy Harbor, an independent retail electric supplier. If you enter into a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program. If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 800-524-0795. For information about the electric supply price of your electric utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date	
Agent ID	

Residential - Electric Terms and Conditions	
Product	**Fixed Price**
Electric Distribution Utility ("EDU")	**Ameren**
Price and Length of Agreement	**12.99** ¢/kWh for **18 Months**
Cancellation/Termination Fee	**None**
Incentives	**None**

These Terms and Conditions together with the enrollment materials are your Agreement ("Agreement") for electric generation 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 electric generation services in Illinois. As an Alternative Retail Electric Supplier ("ARES"), Energy Harbor will supply the electric generation to your Electric Utility ("EU") based on your usage. Your EU then distributes or delivers the electricity 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.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EU. *Distribution Service* – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

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

Eligibility: Only eligible residential customer accounts may enroll in this offer from Energy Harbor. Customers currently participating in the Percentage of Income Payment Plan ("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. 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 fixed price for combined electric Generation and Generation Related Charges, specified in the table above. Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to Energy Harbor. In addition to Energy Harbor's charges, you will be charged by your EU for distribution and various other charges.

Length of Agreement: Your service from Energy Harbor will commence with the next available meter reading following the applicable ten (10) day rescission period, the acceptance of the enrollment request by Energy Harbor, and the processing of the enrollment by your EU. Your service will continue until the meter read date for the last month of service as specified in your offer materials from Energy Harbor.

Billing: You will receive a consolidated bill monthly from your EU for both your Energy Harbor and EU charges. 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 EU as a customer. You will remain responsible to pay Energy Harbor for any electricity 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 EU charges may result in your electric service being disconnected in accordance with the EU tariff.

Penalties, Fees and Exceptions: Your EU may charge you switching fees. If you do not pay the full amount owed Energy Harbor by the due date of the bill, Energy Harbor may charge a 1.5% per month late payment fee.

Cancellation/Termination Provisions: You may terminate this Agreement, without penalty, for any reason. Energy Harbor will make commercially reasonable efforts to provide your electric service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of Cancellation/Termination Provisions: You may terminate this Agreement, without penalty, for any reason. Energy Harbor will make commercially reasonable efforts to provide your electric service but does not guarantee a continuous supply of electricity. Certain causes and events are out of Energy Harbor's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. Energy Harbor will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EU or other similar circumstances beyond Energy Harbor's reasonable control. Upon termination, if you do not choose another ARES provider you will return to the applicable tariffed services provided by your EU as required by 220 ILCS 5/16-103 and defined by your EU's rates on file with the ICC pursuant to 220 ILCS 5/Art. IX. ("Tariffed Service").

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 EU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. Energy Harbor reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Energy Harbor following acceptance of your enrollment request by Energy Harbor, the end of any applicable rescission period, and subsequent acceptance of the enrollment by your EU.

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 1-888-254-6359. Such revocation has no bearing on your ability to contract with Energy Harbor.

Contract Expiration / Automatic Renewal: : At the end of its 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 your notice of renewal, then your Retail Electric Service from Energy Harbor will automatically renew as outlined in your notice of renewal. You will be notified by Energy Harbor thirty (30) to sixty (60) calendar 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, and what actions you must take to cancel the Agreement. You are responsible for arranging your electric supply upon the expiration of the Agreement.

Dispute Procedures: You may contact Energy Harbor with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) 7 a.m. to 4 p.m. CST weekdays, or in writing at Energy Harbor, Attn: Contract Administration, 168 East Market Street, Akron, OH 44308. Our web address is **www.energyharbor.com.** If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, you may contact the Consumer Services Division of the ICC for assistance at between 8:00 a.m. and 5:00 p.m. CST weekdays, or by calling 1-800-524-0795 or TTY at 1-800-858-9277 or visit **www**.icc.illinois.gov or **www.pluginillinois.org**

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 ARES provider 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 20 ILCS 3855/1-92, 220 ILCS 5/16-122 or other applicable law. Energy Harbor's environmental disclosure statement is available for viewing on our website – **www.energyharbor.com.** You agree that Energy Harbor will make the required annual and quarterly updates to the disclosure statement electronically on our website. Energy Harbor will also provide the information upon request. Energy Harbor may assign its rights to another, including any successor, in accordance with the rules and regulations of the ICC. Energy Harbor assumes no responsibility or liability for the following items that are the responsibility of the EU: operation and maintenance of the EU's electrical system, any interruption of service, termination of service, or deterioration of the EU's service. **In the event of a power outage, you should contact your local EU**. 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 EU if the customer's rate code is changed and the account is no longer eligible for this offer. If you are a qualified Illinois net metering customer under 220 ILCS 5/16-107.5, you have an obligation to notify Energy Harbor of that status. Energy Harbor will serve net metering customers, including but not limited to compensation for energy and capacity produced by the customer, in accordance with the terms and conditions established by Illinois law and/or the ICC. To the extent Illinois law changes and modifies the state-mandated net metering compensation, Energy Harbor's administration of this program will change accordingly, including the compensation paid to you. 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 at1-888-254-6359 or visit Energy Harbor's website atwww.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 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.

Automatic Contract Renewal Disclosure	
Contract Expiration	**At the end of its 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 your notice of renewal, then your Retail Electric Service from Energy Harbor will automatically renew as outlined in your notice of renewal.**
Estimated Bill Cycle on Which Initial Contract Term Expires	**This is the estimated bill cycle on which the initial contract term expires: On or about your meter read date in February 2024, depending on when the Utility accepts your initial enrollment.**
Estimated Bill Cycle on Which New Contract Term Begins	**This is 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 thirty (30) to sixty (60) calendar 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, 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 Energy Harbor at 1-888-254-6359 prior to the opt-out deadline listed in the notice of renewal. You are responsible for arranging for your electric supply upon termination of this Agreement.**