| Electric Generation Supplier Contract Summary | |
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| Electric Generation Supplier ("EGS") Information | Energy Harbor LLC, 168 East Market Street, Akron, OH 44308<br>PA License #A-110078<br>www.energyharbor.com<br>1-888-254-6359<br>Energy Harbor supplies the electric generation service portion of your electric bill. |
| Price Structure | **Fixed Price** |
| Generation/Supply Price | **7.68** ¢/kWh |
| Statement Regarding Savings | The above price per kWh may not provide savings throughout the entire period this Agreement is in effect. |
| Deposit Requirements | None |
| Incentives | None |
| Contract Start Date | The next available start date as determined by your EDC. |
| Contract Duration / Length | 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 that will be ending, or whenever Energy Harbor wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices 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 this disclosure statement ("Rescission Period") by contacting Energy Harbor at 1-888-254-6359. |

## Residential - Disclosure Statement

**ENERGY HARBOR LLC** ("Energy Harbor") agrees to sell, and you agree to buy, your full requirements for electric generation 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 electric generation 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 EDC 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 EDC 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 EDC.** Throughout this Agreement, the words "customer" "you" and "your" refer to the individual requesting electric generation 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 1-888-254-6359.**

**Competitive Electric Service:** Energy Harbor (PA License #A-110078) is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. As an Electric Generation Supplier ("EGS"), Energy Harbor will supply the electric generation to your local electric utility (referred to as your electric distribution company ("EDC")) based on your usage. This electricity is delivered over high voltage transmission lines to your EDC which then distributes or delivers the electricity to you over distribution lines. Generation prices and charges are set by the EGS you have chosen (Energy Harbor). The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates transmission prices and services. Energy Harbor is not the same company as your EDC; the prices of Energy Harbor are not regulated by the PUC and you are not required to buy electricity or other products from Energy Harbor to receive the same quality of service from your local EDC.

**Definitions:** *Business Days*- Monday through Friday (8:00 AM – 5:00 PM Eastern Standard Time ("EST")), excluding holidays. *Contract Summary* - The separate, one-page document that summarizes the key terms and conditions of this Disclosure Statement. *Distribution Service* - The delivery of electricity to your home or business. This includes local wires, transformers, substations and other equipment used to deliver electricity to end-use consumers from the high-voltage transmission lines. *Electric Distribution Company ("EDC")* - The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC. Exceptions include building

or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility. *Generation Charges* - Part of the basic service charges on every customer's bill for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. This charge depends on the contract between the customer and the supplier. *NERC* – The North American Reliability Corporation. *RTO* - Regional Transmission Organization. *Generation Deactivation/Reliability Must Run (RMR)* - Costs associated with deactivating an electric generating unit, or costs associated with continuing to operate an electric generating unit at the RTO's direction for reliability reasons after its intended deactivation. *Network Integration Transmission Service (NITS)* - Charges that allow a transmission customer to integrate, plan, economically dispatch and regulate its network resources to serve its network load. *Transmission Charges* - Part of the basic service charges on every customer's bill for transporting electricity from the source of supply to the electric distribution company. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply. *Transmission Enhancement Charges (TEC)* - Charges for recovery of costs associated with constructing and owning/financing transmission projects. Definitions for "generation charges" and "transmission charges" are defined in accordance with the glossary posted on www.papowerswitch.com or another successor media platform as determined by the PUC. These and other industry terms can be found on this website.

**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; (2) any customer of an electric cooperative or municipally owned utility; or (3) any net-metered account. Energy Harbor reserves the right to refuse enrollment to any customer with an outstanding balance for past electric service or if your credit standing is otherwise unsatisfactory, as determined solely by Energy Harbor.
**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 electric generation service during the Initial Duration, excluding state and local sales taxes ("Retail Electric Service"). In addition to Energy Harbor's charges, you will be charged by your EDC for distribution and various other services.

In the event of any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") 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 EDC for Retail Electric Service, unless you have selected another EGS. 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 EDC for Retail Electric Service, unless you have selected another EGS. 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 EDC or switched to another EGS for service.

**Price to Compare –** Your local EDC's price to compare may change from time to time. Energy Harbor cannot guarantee savings over the EDC's rates for the entire period this Agreement is in effect. Any potential savings are limited to a comparison against the EDC'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 Electric 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 EDC. Your Retail Electric 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 EDC that will contain both your EDC and Energy Harbor charges.

**Early Termination Fees:**Except as otherwise provided in this Agreement, Energy Harbor may charge 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 Electric 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 EDC that includes, but is not limited to: account number, billing address and history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity 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 Commission regulations and Federal and State laws. You authorize Energy Harbor to release Confidential and Personal Information in connection with your Retail Electric 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.

**Customer Notification of Changes or End of Agreement:** If you have a fixed duration contract that will be ending, or whenever Energy Harbor

wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices 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 ELECTRIC 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.**

**If You Move:** If you move to a new service address within your existing EDC's service territory, and the EDC is able and willing to transfer Energy Harbor's service, Energy Harbor shall have the sole discretion either to allow this Agreement to continue, or to cancel this Agreement as of the date of your move without prior notice. If you move to a new service address that is outside of your existing EDC's service territory, this Agreement shall be cancelled as of the date of your move without prior notice. You will remain responsible to pay Energy Harbor for any Retail Electric Service used before this Agreement is cancelled.

**Termination:** You may rescind this Agreement with Energy Harbor during the three (3) day Rescission Period by calling Energy Harbor at 1-888-254-6359. If this Agreement is not rescinded during the Rescission Period, enrollment will be sent to your EDC. A confirmation notice of transfer of service will be sent to you by your EDC at which time you may also cancel this Agreement consistent with the instructions provided by your EDC. If you are a renewing customer, your EDC 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 an 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 EDC billing throughout the entire period that this Agreement is in effect;
- You provide any false, inaccurate or misleading information to Energy Harbor or the EDC;
- You fail to remain an EDC 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 your local EDC, unless you have selected another electric generation 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 ETF or payment for Retail Electric Service 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 EDC, WHICH INCLUDE MAINTENANCE OF TRANSMISSION AND/OR DISTRIBUTION SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF RETAIL ELECTRIC SERVICES, METER READINGS OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRIC GENERATION SERVICE. NEITHER ENERGY HARBOR NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR TERMINATE RETAIL ELECTRIC SERVICE ON THE DATE SPECIFIED HEREIN DUE TO ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE EDC. 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 1-888-254-6359 (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.

**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 an electric generation supplier or other matters involving the electric 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: PPUC, 400 North Street, Harrisburg, PA 17120. Website: : www.puc.pa.gov for general information or www.papowerswitch.com, or other successor media platforms as determined by the PUC, for information on shopping for generation service. The OCA contact information is as follows: Telephone: 800-684-6560; Website: www.oca.state.pa.us.

**Miscellaneous:** You have the right to request from Energy Harbor, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge and to the extent such information is available. Information on energy generation sources, energy efficiency, and environmental impacts is available upon customer request. 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 1-888-254-6359 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 POWER OUTAGE, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL ELECTRIC DISTRIBUTION COMPANY.**