

COUNCIL AS A WHOLE
McGrail
Moseley
Bond
Liming
Radtka
Blank

ORDINANCE NO. 4-2026

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO AN AGGREGATION AGREEMENT WITH EASTERN POWER AND GAS, LLC TO PROVIDE NATURAL GAS SUPPLY EFFECTIVE APRIL 1, 2026, WITH OPT-OUT PROVISIONS FOR THE RESIDENTS AND BUSINESSES ELIGIBLE TO PARTICIPATE IN THE AGGREGATION PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 4929.26, a village may aggregate customers within their jurisdiction in order to secure lower cost natural gas service within the village through the collective purchasing; and

WHEREAS, on January 4, 2026, the Village was PUCO certified as a governmental aggregator; and

WHEREAS, the Village seeks to establish a governmental aggregation program with opt-out provisions, according to law, for the residents, businesses and other natural gas consumers in the Village who receive commodity sales service and distribution service from Enbridge Gas Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

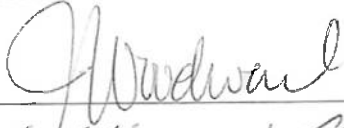
Section I: That Village Council finds and determines that it is in the best interest of the Village, its residents and businesses eligible to participate to enter into an agreement with Eastern Power and Gas, LLC to establish an opt-out aggregation program in accordance with the law of the State of Ohio.


Section II: That the Mayor is hereby authorized to enter into the Aggregation Agreement to provide natural gas supply, in an amount not to exceed \$4.80 per MCF, by and between Village of Lordstown, Ohio and Eastern Power and Gas, LLC, a copy of said Aggregation Agreement is attached hereto as Exhibit "A", the terms and conditions of which are incorporated by reference and made a part of this Ordinance. The Agreement shall have an effective date of April 1, 2026.

Section III: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare, and for the further reason that this Ordinance must be enacted in a timely contractual manner to secure time-sensitive rates and engage Eastern Power and Gas, LLC for the Village of Lordstown as a governmental aggregator of natural gas.

Section IV: That passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 2 day of February, 2026.


_____, Mayor


_____, Clerk



Aggregation Agreement

This Agreement of Aggregation (the "Agreement") is made and entered into as of the signature date below ("Effective Date") by and between the Village of Lordstown, Ohio ("Community"), and Eastern Power and Gas, LLC ("Eastern PNG"). The Community and Eastern PNG are each referred to herein as a "Party" and collectively as the "Parties."

Whereas:

- A. The Community, having secured all requisite approvals and enacted pertinent legislation, hereby establishes the Aggregation Program, offering negotiated natural gas rates to residents and businesses.
- B. Eastern Power and Gas, LLC (Eastern PNG), a Public Utilities Commission of Ohio (PUCO) approved provider, actively supplies natural gas and related services to residential, commercial, industrial, and other organizational customers.
- C. The Community has chosen Eastern PNG as its exclusive natural gas supplier for the Program ("Community's exclusive Supplier"). In return, Eastern PNG agrees to offer Program-eligible Community residents and businesses ("Eligible Consumers") discounted natural gas rates compared to Eastern PNG's standard individual offerings on the open market ("Standard Rates"). These exclusive rates will be available during the Initial Enrollment Period ("Enrollment Period").
- D. Both the Community and Eastern PNG acknowledge the time-sensitive nature and potential limitations of government Aggregation programs like this one. Therefore, they are committed to taking all necessary and commercially sound actions within their means to secure the desired gas prices for participating customers.

Now, therefore, in consideration of the mutual premises and promises of the parties, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS:** Capitalized terms not explicitly defined within this Agreement shall assume the meanings ascribed to them herein. For the purposes of this Agreement, except where the context expressly suggests otherwise, singular terms shall encompass their plural forms and vice versa. Additionally, any defined term, regardless of its initial part of speech or grammatical form, will maintain its designated meaning across different grammatical variations.

"Customer" refers to any Eligible Consumer who has formally accepted Eastern PNG's offer for natural gas supply in accordance with this Agreement, by entering into a Customer Agreement with Eastern PNG.

"Customer Agreement" signifies (i) a legally binding natural gas choice contract between Eastern PNG and an Eligible Consumer, or (ii) a verbal contract established through telephone communication between an Eligible Consumer and Eastern PNG, where the agreement directly results from Eastern PNG's gas supply offer pursuant to this Agreement.

"EGO" denotes Enbridge Gas Company, the key local distribution company tasked with owning, controlling, and maintaining the necessary infrastructure to deliver natural gas to Eligible Consumers.

"Eligible Consumers" are defined as residents and businesses within the Community that have been authorized to participate in the EGO Choice Program.

"Initial Enrollment Period" refers to a specified time frame, agreed upon by Eastern PNG and the Community, during which Eligible Consumers can be automatically enrolled or opt into Eastern PNG's service under this Agreement. This period shall not extend beyond forty-five (45) days.

"Law" encompasses all applicable laws, rules, regulations, ordinances, statutes, judicial decisions, administrative orders, and directives from relevant authorities such as public utilities commissions, public service commissions, independent system operators, regional transmission organizations, or similar state commissions, agencies, or entities that regulate the parties, natural gas transactions, or natural gas distribution systems.

"NYMEX" is the New York Mercantile Exchange, or any entity that succeeds it.

"PUCO" stands for the Public Utilities Commission of Ohio, the regulatory body overseeing utilities within Ohio.

"Trigger" is a mechanism initiated by the Community, requesting Eastern PNG to secure the NYMEX component's price for the Customers under the Customer Agreements for the remaining duration of those agreements.

2. **COMMUNITY'S PREFERENCE FOR EASTERN PNG AS THE EXCLUSIVE NATURAL GAS SUPPLIER:** The Community commits to promoting and supporting Eastern PNG as the recommended natural gas provider to Eligible Consumers throughout the duration of the Agreement. The Community shall refrain from backing any other natural gas suppliers for the length of this term. Additionally, the Community is not liable for any financial risks associated with non-payment by any Participant in the Program.

3. **DURATION OF AGREEMENT:** The effective period of this Agreement begins on the Effective Date and will last for nineteen (19) months (the "Term") unless earlier termination occurs as specified within this Agreement. During the Term, the Community is entitled to initiate discussions with Eastern PNG and other natural gas suppliers to guarantee a smooth transition and ongoing participation in the Program upon the Term's conclusion. Should the Community opt for a different supplier during the Term as the exclusive provider for a subsequent period, Eastern PNG is required to collaborate with both the Community and the new supplier promptly, providing a roster of current Program participants as per



Eastern PNG's records at the time of such request. Furthermore, the Community retains the authority to select a new supplier within the Term, applicable only to natural gas services for the subsequent term.

4. RESPONSIBILITIES OF EASTERN PNG:

- (a) **Eligible Consumer List Acquisition:** Eastern PNG will acquire a list of Eligible Consumers from EGO and/or any other sources it considers appropriate. The Community will assist in compiling and validating this list and will use its resources to reduce the costs associated with this process. This includes notifying the previous supplier about the switch to Eastern PNG and retrieving the list of current Program participants from them. The list must be approved by both the Community and Eastern PNG before being used for any communications.
- (b) **Initial Enrollment and Communication:** Eastern PNG will organize an Initial Enrollment Period for Eligible Consumers, during which it will create and distribute all related program announcements and enrollment materials at its own expense. These materials, including a Program enrollment notice approved by the Community and a standard natural gas choice agreement (as detailed in Exhibit A), along with a toll-free information number and other agreed-upon details, will be sent to potential participants.
- (c) **Direct Contracts with Consumers:** Eastern PNG will directly engage with Eligible Consumers agreeing to Eastern PNG's offer for an initial term of nineteen (19) billing cycles). The enrollment process will be facilitated through mail, web, or telephone.
- (d) **Customer Addition Post-Enrollment:** Post the Initial Enrollment Period, Eastern PNG holds the exclusive right to add Customers. Those relocating within the Community can maintain their Eastern PNG contract by notifying Eastern PNG of the move and providing necessary verification details.
- (e) **Switching Fees:** Eastern PNG is accountable for any EGO-imposed switching fees when a Customer opts for Eastern PNG's gas supply as per this Agreement.
- (f) **PUCO Requests:** Should PUCO request Program-related information or documents from the Community, Eastern PNG will assist in gathering such data, provided it is accessible to them.

5. NATURAL GAS SUPPLY PROPOSAL BY EASTERN PNG: Lordstown, OH price program ("Community Price Program"), aimed at Eligible Consumers, will be made available by Eastern PNG during the Initial Enrollment Period. Set from March 2026 to September 2027 gas flow, the program offers a fixed monthly charge of \$4.70 per Mcf, detached from the fluctuations of NYMEX prices. The Community confirms its role in representing the interests of all participants regarding the pricing within the Community Price Program, committing to a uniform rate for the span of the Customer Agreements. Furthermore, Eastern PNG and the Community have the flexibility to negotiate further natural gas supply agreements throughout the duration of this Agreement, ensuring they match the new terms of duration and fixed rate.

6. PROVISION OF NATURAL GAS SUPPLY: Eastern PNG commits to delivering natural gas to Customers under the terms outlined in the Customer Agreements. Integral to these agreements is Exhibit A, the standard natural gas choice agreement form, which Eastern PNG will present to Eligible Consumers for their execution during the Initial Enrollment Period. This service provision aligns with the comprehensive regulatory framework, including applicable rules from PUCO and EGO/DEO.

7. AUTHORIZATION FOR USE OF COMMUNITY'S BRAND: The Community grants Eastern PNG permission to incorporate the Community's name and logo in various enrollment communications, including digital platforms and press releases, for promotional or marketing activities. Prior to dissemination, the Community retains the right to inspect and sanction any content featuring its name or logo. Furthermore, the Community permits Eastern PNG to declare itself as the sole retail natural gas supplier for the Community throughout the duration of this Agreement.

8. TERMINATION PROCEDURE IN RESPONSE TO REGULATORY EVENTS: In the event of a Regulatory Event, the party adversely affected must inform the other party of its occurrence. Following such notice, both parties will negotiate modifications or a new agreement to compensate the affected party, aiming to restore their economic position to what it would have been without the Regulatory Event. If no agreement on amendments is reached within ten (10) calendar days, the impacted party has the right to end this Agreement with a fifteen (15) day written notification. A "Regulatory Event" is defined by the following:

- (i) **Illegality:** Should any law change or a new interpretation by a relevant judicial or government authority render it illegal for a party to fulfill its obligations under this Agreement.
- (ii) **Adverse Government Action:** Occurs if (a) a regulatory body or court overseeing this Agreement mandates a significant alteration of its terms, detrimentally affecting one of the parties materially, or (b) any regulatory or judicial action that negatively influences a party's ability to meet its Agreement obligations.



9. APPLICABLE LAW; ATTORNEYS' FEES AND COSTS: The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Ohio, excluding its conflict of laws rules. The terms of this Agreement are subject to all Federal, state and local laws and regulations, and such laws and regulations shall control if the same are contrary to the terms contained herein.

10. TRANSFER OF AGREEMENT: No party may transfer its rights or duties under this Agreement without the written approval of the other, except that Eastern PNG is permitted to assign its rights and obligations to an Affiliate, or to a successor of all or the majority of its assets, business, or the specific division or region related to this Agreement, through merger, consolidation, reorganization, or similar transaction, without requiring consent. This is conditional upon the successor entity's agreement to adhere to the terms of this Agreement.

11. COMPLETENESS OF AGREEMENT AND MODIFICATION REQUIREMENTS: This Agreement constitutes the complete and exclusive understanding between the parties, nullifying all previous agreements and understandings, both written and oral, concerning this Agreement's subject matter. It cannot be overridden by any prior or simultaneous agreements, whether oral or written. A faxed signature of any party will be treated as an original for all intents and purposes under this Agreement, with original signatures to be provided upon request. Amendments to this Agreement are only valid and enforceable if signed by both parties. Any changes, additions, or deletions made by the Association to the preprinted terms of this Agreement are null and void. The section titles within this Agreement are solely for convenience and have no legal or contractual effect.

12. FORBEARANCE AND DIVISIBILITY: The omission to declare or act upon any breach of this Agreement shall not be deemed a waiver of such breach or future breaches, whether similar or dissimilar. Should any part of this Agreement be found invalid or unenforceable by a court of law, the remaining portions shall continue in full force and effect, maintaining the Agreement's validity and enforceability to the greatest extent possible under law. In place of any invalid provision, a suitable provision that closely mirrors the original intent of the Parties, in accordance with applicable law, will be considered as part of this Agreement.

13. NOTIFICATION REQUIREMENTS. Notices under this Agreement are deemed valid only if they are in written form and delivered either by hand, through first-class mail with prepaid postage, or via express delivery services to the specified addresses below. A Party may update its address for receiving notices by providing a written notification of such change following these guidelines.

Eastern PNG:

Eastern Power and Gas, LLC. Attn:
Legal Department
2118 Avenue U
Brooklyn, New York, 11229 Phone:
877-799-3637

Community:

Lordstown, OH
Name: Jackie Woodward
Title: Mayor
Address: 1455 Sult Springs Rd.
Lordstown, OH 44493
Phone: 330-924-2507
Email: mayor@lordstownvillage.com

14. JOINT DECLARATIONS AND GUARANTEES: Each party to this agreement certifies to the other that it is fully established and legally compliant within its place of incorporation, holds all necessary business authorizations for jurisdictions relevant to this agreement's execution, and that its engagement in this agreement has been fully authorized, not conflicting with any of its foundational documents, existing contracts, or applicable laws. Furthermore, both parties affirm that there are no existing circumstances or binding agreements that could undermine their ability to carry out the commitments made herein or result in a conflict of interest involving the Community, any qualified consumers, or Eastern PNG



15. ADDITIONAL WARRANTIES AND COVENANTS BY EACH PARTY: Eastern PNG confirms its certification as a competitive retail natural gas supplier by the PUCO. Concurrently, the Community assures, from the Effective Date, that its engagement and execution of this Agreement, alongside its fulfillment of associated duties, are consistent with and do not contravene the municipal objectives outlined in its authorizing statutes and regulations. Furthermore, the Community has acquired all necessary consents to validly enact this Agreement. It has also completed all required procedures and received all essential approvals to act effectively as an agent for Customers participating in the Program concerning natural gas pricing, in a manner that adheres to the Community's organizing statutes and regulations.

16. DEFINITION OF DEFAULT AND CONDITIONS FOR TERMINATION DUE TO DEFAULT: An "Event of Default" encompasses any of the following circumstances: (a) any assertion or guarantee provided by a Party within this Agreement is discovered to have been inaccurate, false, or misleading at the time it was made, or it fails to remain accurate throughout the Agreement's duration, with such discrepancy not rectified within five business days following a written notification from the opposing Party; or (b) a Party's violation of any term of this Agreement or its failure to fulfill any specified duty herein, which, if capable of correction, is not remedied within five (5) business days subsequent to receiving written notice from the other Party (no notice of opportunity to cure is required if the breach or failure is deemed incurable). Upon the occurrence of an Event of Default, the Party not at fault has the right, at its own discretion, to conclude this Agreement by issuing a written termination notice to the Party in default.

17. RESTRICTION OF LIABILITY: Despite any provisions in this Agreement suggesting otherwise, the full liability of each Party for any claims arising out of or connected to this Agreement is restricted to actual direct damages alone. This limitation is subject to a mandatory duty for the claimant Party to mitigate its losses. NEITHER PARTY SHALL BE HELD LIABLE FOR ANY FORM OF SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE LEGAL THEORY THEY ARE BASED ON, INCLUDING CONTRACT, WARRANTY, NEGLIGENCE, OR STRICT LIABILITY. The terms outlined in this section remain in effect even after the Agreement is terminated or expires.

18. EXCLUSIVITY OF BENEFITS: This Agreement is crafted exclusively for the benefit of the Parties involved, and no third party shall possess any rights or benefits under this Agreement.

19. NATURE OF THE PARTIES' RELATIONSHIP: Under this Agreement, Eastern PNG acts as an independent contractor. Nothing within this Agreement should be interpreted as establishing an employer-employee or principal-agent relationship between the Parties.

20. AGREEMENT VALIDATION: *This Agreement becomes legally binding and enforceable against Eastern PNG only after it has been signed by a duly authorized representative of Eastern PNG.*

The Parties affirm the execution of this Agreement by their authorized representatives, effective from the stated date.

Eastern Power and Gas

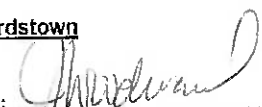
By: _____

Name: _____

Title: _____

Date: _____

Lordstown

By: 

Name: Jackie Woodward

Title: Mayor

Date: 2-8-20

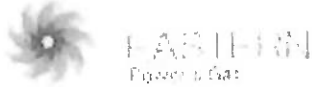


Exhibit A

DO NOT DISPOSE:
Important Natural Gas Aggregation
Information Enclosed.

John Sample
123 Any Street
NY NY 12345-6789

Don't miss this chance to join
the Village of Lordstown
Aggregation Program

This notification is
regarding your natural
gas services at:

123 Any Street
Any Place, US 12345-6789

February xx, 2026

Dear John Sample,

Your community selected Eastern Power and Gas ("Eastern PNG"), one of the nation's leading retail gas suppliers, as the preferred supplier for its natural gas aggregation program. The program offers a special fixed rate of \$ _____ /Mcf March 2026 (April 2026 billing) through September 2027 (October 2027 billing).

You're Automatically Enrolled.

As a qualified residential or small business customer in the Village of Lordstown, you will be automatically enrolled in the program unless you choose to opt out. For more information, please go to easternpng.com/Lordstown for Frequently Asked Questions and General Terms and Conditions. If you want to be excluded from the program, you must contact Eastern PNG using one of the methods below by February xx, 2026. If you do not opt out at this time, you will automatically be enrolled in the program. If no action is taken, you will receive a letter from your local utility confirming your enrollment in the community's new program. To remain in the program, you may disregard that letter.

How To Opt-Out:

1. Web: visit easternpng.com/Lordstown and complete the form to opt out.
2. Phone: Call Eastern PNG at 877-799-3637, 10:00am – 4:00pm EST
3. Email customerservice@easternpng.com with "Lordstown 2026 Aggregation" in the subject line.

We believe you will find the program a great benefit for you and the community. Feel free to reach out to Eastern Power and Gas for questions about the program.

Sincerely,

The Village of Lordstown and The Eastern PNG Team.

For more information:



Visit us online at:
Easternpng.com/Lordstown



Call: 877-799-3637



Natural Gas Aggregation Opt-Out Frequently Asked Questions

Q: What is the natural gas aggregation program?

A: Village of Lordstown's natural gas aggregation program allows the Township to negotiate for natural gas supply on behalf of eligible residents and small businesses. By grouping together (aggregating) the energy needs of many customers, the Township can often secure a more competitive rate than individual customers might find on their own. Eastern Power & Gas is the current supplier for the program.

Q: How does community choice aggregation work?

A: Local governments work with a state-certified aggregator, like Eastern Power & Gas, to request proposals from competitive natural gas suppliers. Once a supplier is chosen, an opt-out letter is sent to eligible residents and businesses. Those who don't opt-out are automatically enrolled.

Q: Will I receive two bills?

A: No, you will continue to receive a single bill from Enbridge Gas Ohio. The supply charges from Eastern Power & Gas will be listed on that bill.

Q: How do I enroll?

A: Enrollment is free and eligible residential and small business customers will be automatically enrolled.

- Email customerservice@easternpng.com with Lordstown 2026 in the subject line
- Call us: 877-799-3637

Q: Who is eligible for the aggregation program?

A: Most residential and small business customers residing in the community receiving natural gas from Dominion are eligible.

Q: Who is not eligible?

A: Residential and business customers who are not eligible for automatic enrollment in the program include:

- A customer that is not located within community boundaries.
- Percentage of Income Payment Program (PIPP) customers.
- A customer who is under contract with another natural gas provider.
- A customer who has a special contract with the natural gas utility company.
- Customers who are behind on their payments to the utility.
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the natural gas consumed is for non-residential use and the customer consumes more than 500 Mcf per year or is part of a national account involving multiple facilities in one or more states.

Q: When will I see my new rate?

A: You can expect to see the new rate one to two billing cycles following your enrollment in the program. Please note supply rates do not include taxes, delivery service charges or other utility fees.

Q: What if I'm tax exempt?

A: Tax exempt customers should send their most recent tax exempt certificate to info@easternpng.com with their full name and account number to avoid sales tax charges.

Q: Can I still have my payment automatically deducted from my checking account as I do now?

A: Yes, how you pay your natural gas bill will not change.

Q: Who do I call if I have a problem with my natural gas service?

A: To report service problems, a gas leak, and for billing questions, contact your local utility company.

Q: What if I have already selected another supplier?

A: Based on the records provided by the utility, we assumed you are not with another supplier and are eligible for the program. However, if you recently signed up with a new supplier and would like to remain with them, please let us know.

Q: Is there an early termination fee for leaving the program outside of the 21-day opt-out period?

A: No, there is no early termination fee.

Q: Who do I contact if I have additional questions about this offer?

A: You can contact Eastern Power and Gas at:

- Phone: 877-799-3637, Mon - Thurs, 10:00AM - 4:00PM EST
- Email: customerservice@easternpng.com, with "Lordstown Aggregation" in the subject line.



EASTERN
Power & Gas

TEL: (877) 799-3637 | EMAIL: info@easternpng.com
ADDRESS: 20801 Biscayne Blvd, Suite 403
Miami, Florida, 33180 | EASTERNPNG.COM

OHIO RESIDENTIAL AND SMALL COMMERCIAL NATURAL GAS SUPPLY AGREEMENT VARIABLE RATE

This is an agreement for natural gas service between Eastern Power and Gas LLC (referred to as "Eastern PNG," "company" or "we") and you ("Customer"), for the service address or addresses set forth in your Supply Agreement. Together, the Disclosure Statement and Supply Agreement, including the terms of service set forth herein, collectively describe your Agreement with respect to your purchase of natural gas supply service from Eastern Power and Gas LLC ("Agreement"). You, as the customer of record, spouse, or authorized agent, will be bound by all the provisions of the Agreement, as they may be amended from time to time. Eastern PNG is certified by the Public Utilities Commission of Ohio to offer and supply natural gas under Ohio Certificate No. 23-116745G. We set the supply prices and charges that you pay. Your Local Distribution Utility (LDC) will deliver the natural gas supply to you. The Public Utilities Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

Competitive Retail Natural Gas Service (CRNGS): any retail natural gas service that may be competitively offered to consumers in this state of Ohio.

Local Distribution Utility (LDC): The public utility providing facilities for the distribution of natural gas to retail customers.

Transmission Charge: Charge for moving natural gas from a facility to the distribution lines of natural gas distribution utility or LDC.

Customer: a person who contracts with or is solicited by a CRNGS provider for the provision of CRNGS.

Customer Energy Usage Data: the data collected from a customer's meter, which is identifiable to a retail customer.

Right of Rescission - Customers have the right to rescind this Agreement by contacting the utility by phone or United States mail within seven (7) business days following the postmark date on the LDC's confirmation notice. The LDC contact information is listed at the end of these Terms of Service.

TERMS OF SERVICE

1. Basic Service Prices.

Your Disclosure Statement specifies your plan, per unit price, and other pricing terms and supplemental services.

Variable Rate Plan: The rate per Mcf may be adjusted monthly to reflect market conditions based on factors described below.

Variable Rates are set in the Company's discretion and may vary based on several factors, which includes the wholesale cost of natural gas (including commodity, capacity, storage, and balancing), Eastern PNG's transportation to the Delivery Point, and administrative costs, expenses, and margins, plus all applicable taxes, fees, charges or other assessments for services provided under this Agreement. Your price does not include applicable Ohio sales tax or any local tax, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by your Local Distribution Utility ("LDC") or any other third party with the right to assess taxes or fees for delivery and distribution services (whether passed through to you on utility's bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation). If, due to a change in market conditions, Eastern PNG wishes to lower the price per Mcf charged to the customer, it may do so without consent provided there are no other changes to the terms and conditions to this contract.

The price assigned to Customer may not be the same price assigned to another variable rate account. The monthly rate may be higher or lower than the LDC price in any given month. Each month Customer's bill for energy will be calculated by multiplying the Commodity Charges by the amount of energy used in the billing cycle plus applicable taxes. Customer may contact Eastern Power and Gas LLC (Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern) to obtain Customer's current rate for that month. Eastern PNG rates are not regulated by the PUCO. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature, and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax - exempt entity, you must provide Eastern PNG with the necessary certificates and other documentation to qualify for such status.

2. Billing. Your LDC will continue to issue a monthly bill and the bill will include both Eastern PNG's charges and the LDC's delivery charges, and any other charges incurred in accordance with this Agreement. Your LDC may provide Eastern PNG your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. Eastern PNG will use the same meter reading information from the LDC to derive your Supply Charges. Unless otherwise provided herein, your

payment terms will be governed by the terms of the LDC's tariff. Eastern PNG does not pay or arrange for the payment of any outstanding debts owed by you to LDC, or a previous natural gas supplier.

3. Length of Agreement (Term). Company will begin supplying your Services when the LDC switches your account to Eastern Power and Gas LLC. Your Agreement will continue for the Term specified in the Enrollment Documentation or herein. Service shall begin with the next available meter reading after processing of the request by the LDC and Eastern PNG. With the exception of a new meter installation or special meter reading date, you will buy your natural gas supply for the service addresses set forth in your Agreement from Eastern PNG on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Typically, it takes one to two billing cycles for your Service to be switched from your Utility to Eastern PNG but there may be a delay before the Utility Switches Services, and you understand that the Company is not responsible for any such delays. This Agreement shall remain in effect until you notify Eastern PNG of your intent to cancel and until such time as the LDC completes the termination in accordance with its rules.

4. Penalties, Fees and Exceptions. If you cancel, you will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Eastern PNG may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time within seven (7) business days following the postmark date on the LDC's confirmation by contacting the LDC at the number on the notice. After which, you may cancel this Agreement at any time by contacting Eastern Power and Gas LLC at 1-877-799-3637, info@easternpng.com, or at 20801 Biscayne Blvd, Suite 403 Miami, Florida, 33180.

This contract automatically terminates if any of the following occurs:

- (1) The requested service location is not served by the incumbent natural gas company.
- (2) The customer moves outside the incumbent natural gas company service area or to an area not served by the retail natural gas supplier or opt-in governmental aggregator.
- (3) The retail natural gas supplier or opt-in governmental aggregator returns the customer to the customer's incumbent natural gas company's applicable tariff service, provided that the retail natural gas supplier or opt-in governmental aggregator is permitted to terminate the contract under the terms and conditions of the contract.

If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Eastern PNG notifies your LDC. You will be responsible for all payments due hereunder until the cancellation of the natural gas supply service is completed.

This Agreement may be cancelled at the sole discretion of Eastern PNG if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Eastern PNG is or becomes untrue. Prior to cancellation of this Agreement, Eastern PNG will provide 45 days' notice of its intent to cancel to the customer service address listed in this Agreement. Upon early termination of this Agreement by Eastern PNG, your available remedies will be limited to the provisions of this Agreement.

If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the LDC until you designate another provider of natural gas supply service or service is shut off by the LDC. Only the utility may shut off your natural gas supply.

Termination for Failure to Pay. Failure to pay your bill may result in the disconnection of Services in accordance with the Utility's policies and rules, and this Agreement may be automatically terminated. Company may terminate this Agreement on at least fourteen (14) calendar days written notice to you should you fail to pay your bill or fail to meet any agreed-upon payment arrangements with the Company. Should you fail to pay your LDC's bill or fail to meet any agreed-upon payment arrangement, your service may be terminated in accordance with the incumbent natural gas company's tariffs, and this Agreement may be automatically terminated, leading to early termination penalties.

6. Agreement Expiration / Change in Terms. If you have a fixed term agreement with us and it is approaching the expiration date, or if we propose to change our terms of service, we will send you advanced notice either in your bill or in separate mailings 45 days before either the expiration date or the effective date of the changes. We will explain your options in this advanced notice, including your right to cancel this Agreement without penalty upon expiration of your fixed rate. Eastern PNG will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. No material change to your agreement will be made without customer's affirmative consent. A variable rate agreement renews automatically on a month-to-month basis. **For any Renewal Term, your affirmative consent is not required, even if there is a change in the rate or other terms and conditions, but you may terminate at any time during a Renewal Term without any fee or penalty of any kind.**

After notifying you of an approaching expiration, we will follow your instructions. If you do not respond to the notice, at its discretion, Eastern PNG may renew your natural gas supply service under the rates described in your expiration letter.

7. Information Release and Authorization. By accepting this contract I authorize Eastern PNG to obtain information from the LDC through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas supply usage, rate classification, meter readings, characteristics of natural gas supply service, and when charges under this agreement are included on my LDC bill or other billing and payment information from the LDC. I authorize Eastern PNG to release that information to third parties who need to use or be aware of such information in connection with my natural gas supply service. Notwithstanding the foregoing, Eastern PNG is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for its own collections and credit reporting, in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code or assigning a customer contract to another competitive retail service (CRS) provider. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling Eastern PNG at 1-877-799-3637 or providing written notice to Eastern PNG. Eastern PNG reserves the right to reject my enrollment or terminate the agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by Eastern PNG. If I fail to remit payment in a timely fashion, Eastern PNG may report the delinquency to a credit reporting agency.

8. Dispute Procedures. If your complaint is not resolved after you have contacted Eastern PNG or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO at 7-1-1 (Ohio relay service). The Ohio consumer's counsel (OCC) represents residential customers in matters before PUCO. The OCC can be contacted 1-877-742-5622 (toll free) from 8 am to 5 pm weekdays or at <http://pickacc.org>.

9. Warranties. EASTERN POWER AND GAS LLC MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SUPPLY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas supply after receipt at the delivery point or points. EASTERN POWER AND GAS LLC WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

11. Class Action Waiver. Any Claim permissible herein must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

12. Force Majeure. If Eastern Power and Gas LLC is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Eastern PNG that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other suppliers, qualified scheduling entities, utilities, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

13. Miscellaneous.

- a. Your natural gas supply service will be provided in accordance with your existing connection requirements unless you request a change from the LDC and pay for the cost of that change. You may not resell or use any natural gas supply provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of natural gas supply under this Agreement will be measured at the delivery point by the LDC providing the delivery service in accordance with the terms of the applicable tariff for natural gas supply service. Eastern Power and Gas LLC and you will be bound by the measurement from the meters owned, installed, maintained, and read by the LDC.
- b. This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of law.
- c. These Terms of Service, along with your Welcome Letter or Natural Gas Supply Agreement, constitute the entire agreement between you and Eastern PNG relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Eastern PNG concerning the subject matter of the Agreement.

- d. You may not assign this Agreement or your obligations under this Agreement without Eastern PNG's prior written consent. Eastern Power and Gas LLC may assign this Agreement, together with all rights and obligations hereunder, to (i) Eastern PNG's natural gas supplier, or such supplier's designee, (ii) an affiliate of Eastern PNG or to any other person succeeding to all or substantially all of Eastern PNG's assets, or (iii) in connection with any financing or other financial arrangement.
- e. Any failure by Eastern PNG to enforce any term or condition of your natural gas supply service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.
- f. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.
- g. The provisions of this Agreement concerning payment, limitation of liability, waivers and waiver of class actions will survive the termination or expiration of this Agreement.
- h. Eastern Power and Gas LLC may terminate this Agreement on at least fourteen (14) calendar days written notice to the customer, should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements.
- i. If you switch back to your previous utility, you may or may not be served under the same rates, terms and conditions that apply to other customers served by that utility.
- j. You have the right to request from Eastern PNG, twice within a twelve-month period up to twenty-four months of your payment history without charge.
- k. Your utility may charge you switching fees.
- l. Eastern Power and Gas LLC does not offer budget billing for its services or the supply portion of the bill.

15. Contact Information. Information regarding Eastern PNG's energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request.

Energy Supplier: Eastern Power and Gas LLC ("Eastern PNG")
Ohio Certificate No. 23-116745G
20801 Biscayne Blvd, Suite 403 Miami, Florida, 33180
Toll-free: 1-877-799-3637 | info@easternpng.com | easternpng.com
Hours of Operation: M- F 9:00 a.m. to 5:00 p.m. Eastern (except holidays)

Natural Gas Distribution Company: Dominion Energy Ohio
120 Tredegar Street, DC4, Richmond, VA 23219
800-362-7557 | www.dominionenergy.com/ohio
(877) 542-2630

In the event of outage, call:

Public Utility Commission: Public Utility Commission of Ohio
180 E. Broad St. Columbus, OH 43215
(800) 686-PUCO (7826) | 7-1-1 (TTY-TDD)
www.puco.ohio.gov

Ohio Consumers' Counsel: Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.