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Community Aggregation

Home » Community Energy Aggregation

→ Ohio (<https://www.trebelenergy.com/ohio-community-energy-aggregation/>)

With your reputation on the line it's important to choose a reputable energy consultant with a strong track record to service your community's aggregation program. Trebel has been at the forefront of innovation and creation of programs that are customer focused. Our customers include those in the community as well as political leaders we assist.

Every aspect of Trebel's approach to aggregation is focused on our customers and ensuring that the communities we serve are protected. This is done through extensive contract negotiation with suppliers, resulting in terms and conditions that shift risk from the residents to the supplier and/or utility. Trebel's customer focused approach also includes an education campaign to make sure that residents are making informed decisions, as well as in-house customer service to address community questions and concerns throughout the life of the program. Gain piece of mind by having Governmental Aggregation experts manage your program.

What you can expect with a Trebel Aggregation Program:

- In-House Customer Service

- Contract Terms and Conditions that protect your community and its officials
- Comprehensive Community Education (from Start-to-Finish)
- Exceptional Legal Representation
- Competitive Bidding Process
- Managed metered or billed utility analysis
- Continual cost and savings opportunity analysis
- Easy-to-interpret data reports, graphs, and charts
- Community Involvement

(<https://pilotenergy.com>)

Community Login (<https://www.trebelenergy.com/login/>)

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April 1, 2024

DO NOT DISCARD: IMPORTANT ELECTRICITY AGGREGATION INFORMATION ENCLOSED

The residents of Berlin Township voted to adopt electric aggregation that is managed by the Board of Trustees. The Berlin Township Board of Trustees has selected Archer Energy as the retail supplier of the electric aggregation program.

AEP's Electricity Rates Have Increased Dramatically to More than \$0.110 per kWh

The Board of Trustees has renegotiated the Township's electric aggregation rate to immediately save you more money. The new rate, which will take effect with your next available meter read, will be \$0.06691 per kWh, which amounts to a savings of more than 39% versus AEP's current rates!

Savings Details

Beginning with your next available meter read and continuing through your May 2025 meter read, Archer Energy will be able to serve your home or business at a fixed rate of \$0.06691 per kWh. This electricity aggregation program will provide savings immediately versus AEP's current rate and protect your home or business from volatility in the energy markets through May 2025.

Program Advantages

As a current resident in Berlin Township, you are automatically enrolled in this program unless you decide to opt-out, which you may do so at any time. There is **nothing that you need to do to take advantage of the negotiated savings program**. There are not any fees associated with the program and you are free to cancel at any time without penalty. To learn more about the program, please see the enclosed General Terms and Conditions and the Frequently Asked Questions.

Participation Details

Taking advantage of the aggregation program provides consistency and immediate savings. However, if you decide not to take part in the community aggregation program, please review the information on the reverse side of this letter and you may only opt-out through one of the methods below by April 22, 2024

- Mail:** Return the form below to Archer at 9777 Fairway Dr Powell, OH 43065
- Phone:** DO NOT contact Berlin Township; call Archer Energy Toll Free at (844) 795-7491 M-F 9am to 5pm

We look forward to serving your electricity needs and keeping your costs low!
Berlin Township and Archer Energy

BERLIN TOWNSHIP ELECTRIC AGGREGATION OPT-OUT FORM

I do not wish to participate in the Berlin Township Electric Aggregation Program and wish to be served under AEP's higher rate.

Customer Name: _____

Account Number: _____

Service Address: _____

Signature & Date: _____

Mail to:
Berlin Township Electric Opt-out
9777 Fairway Dr
Powell, OH 43065

Electric Aggregation Opt-Out Frequently Asked Questions

Q: What is aggregation?

A: Under governmental aggregation, local officials bring the community together for group purchasing power. The community benefits by receiving competitively-priced electric from a retail electric supplier certified by the Public Utilities Commission of Ohio.

Q: How is my community able to choose a certified electric supplier on my behalf?

A: Residents voted to allow the community to negotiate a contract with an electric supplier on their behalf.

Q: How was Archer Energy Chose as the supplier?

A: Your community implemented a formal process where proposals from multiple suppliers were submitted for consideration. Archer was chosen to be your preferred electricity provider.

Q: How do I enroll?

A: Eligible residential or small business customers will be automatically enrolled.

Q: Who is eligible for the aggregation program?

A: Most residential and small business customers residing within the community receiving electric from the local utility (AEP) 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 electric provider.
- A mercantile customer that has not provided consent to join the program. "Mercantile customer" means a commercial or industrial customer if the electric consumed is for non-residential use and the customer consumes more than 700,000 kWh per year or is part of a national account involving multiple facilities in one or more states.

Q: What does it cost to enroll?

A: Nothing. Archer does not charge any enrollment or switching fees.

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: Who will bill me for electricity?

A: You will continue to receive one monthly bill from your local utility. The bill will include charges for electricity supplied by Archer Energy, as well as the delivery service charges from your local utility company.

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

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

Q: Who is responsible for delivery of electricity to my home or business?

A: Your local utility company will continue to deliver electricity to your home or business.

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

A: To report service problems and power outages, 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. However, if you recently signed up with a new supplier, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

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. However, upon returning to the utility you might not be served under the same rates, terms or conditions that apply to other customers served by the electric utility.

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

A: If you have additional questions about the program, please contact Archer Energy toll free at 844-795-7491.

Q: What happens if I opt out of the aggregation prior to the commencement of the aggregation?

A: You will continue to be served by the utility at their standard offer service or until you choose an alternative supplier.



Definitions: "Competitive Retail Electric Service Provider" or "CRES" provider means, as defined by the Chapter 4901:1-21 of the Substantive Rules as applicable to electric service providers, a person that sells electric energy to retail customers in Ohio. Archer Energy is certified by the Public Utilities Commission of Ohio to offer and supply Generation Service in Ohio.

"Generation Service" means the production of electricity.

"Transmission Service" means moving high voltage electricity from a generation facility to the distribution lines of a local utility provider. "Distribution Service" means the Physical delivery of electricity to customers by your local utility provider ("Local Utility Provider" or "Electric Distribution Utility ("EDU"))

"Program" means the governmental electric aggregation program approved by your community

General: As a CRES provider, Archer Energy, LLC ("Archer") will supply your electric generation service for your electricity consumption to your EDU based on your usage at the Program rate for the term specified herein. Your existing local utility provider will continue to distribute your electricity to you at PUCO approved tariff rates for distribution.

Consent: By choosing to accept this offer from Archer you understand and agree to the terms and conditions of this Agreement. You hereby authorize Archer to obtain information from your EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. You authorize Archer to execute any document on your behalf to obtain the aforementioned information. Archer reserves the right to determine if your credit standing is satisfactory before accepting your enrollment request. Additionally, Archer reserves the right to request collateral in the event you fail to make timely payments to the local utility. This Agreement shall be considered executed by Archer following acceptance of your enrollment request by Archer immediately following the 7-day rescission period and subsequent acceptance of the enrollment by your EDU.

Eligibility: Residential accounts and small commercial accounts of less than 700,000 kWh that are not enrolled in Percentage of Income Plan Program are eligible for this offer. Further, Archer reserves the right to refuse enrollment to any customer with an outstanding electric bill balance. Participation in the Program is subject to the rules and regulations of your EDU and the PUCO. Customers are sometimes terminated from the Program by error or by being in arrears. Customer may contact their local utility provider to resolve the problem and be reinstated to the Program. Should customer fall into arrears during the Agreement and subsequently become current again, Company may re-enroll customer for the remaining term of their contract. These Terms and Conditions are subject to Customer acceptance into the Program by both the Company and by your EDU. This agreement is not binding until such acceptance has been granted.

Rescission: You will have 21 days from the date of the enclosed letter to opt out of the program. Once enrolled to receive generation service from Archer, your local utility will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. Your right to rescind only applies to initial enrollments and not to renewal enrollments as detailed below. Your EDU will not send a confirmation notice upon any renewal of this Program.

Primary Term of Service: Archer agrees to act as your exclusive supplier of electric generation from your next available meter read through your May 2025 meter read. The utility will continue to service and bill your account, you will not receive a separate bill from Archer.

Price: The price for electricity (Price) will be \$0.06691 per kWh for your next available meter read through your May 2025 meter read. If Customer switches back to Customer's electric utility for any reason, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility. Price includes broker fees, but does not include any applicable taxes, fees or charges related to distribution service from the Customer's electric utility.

Billing: Your EDU will continue to send you a monthly bill for your electricity consumption that will include your EDU's charges and Archer's charges for Generation services for the amount of electricity you used during the billing cycle. The amount of electricity usage will continue to be measured or estimated by the EDU. Customer agrees to pay bill in accordance with the EDU's billing and payment terms. Your payment will be due to the EDU by the date specified in the EDU bill. If you fail to pay this bill on time, you could be subject to interest and late charges imposed by the EDU. Further, your failure to pay your electric bill charges may result in your electric service being disconnected in accordance with state tariff guidelines. Customers with billing questions may contact our toll-free customer service center at (844) 795-7491 or contact their local utility provider. Archer reserves the right to issue an invoice directly and may terminate this agreement with 14 days written notice for customer non-payment. You will remain responsible to pay Archer for any electricity used before this Agreement is cancelled as well as any late payment charges.

Credit: Upon Archer's reasonable request, Buyer will provide to Archer financial statements and other credit related information all of which will be treated as confidential by Archer. If Archer reasonably determines that Buyers financial condition is insufficient to extend credit for electricity sales, Archer may require security to cover the exposure of the two largest months of usage. In addition to this amount, Archer may require additional security to cover the mark to market value of the current contract. The security will be in a form of either cash deposit or an irrevocable standby letter of credit. Furthermore, if Buyer (i) makes an assignment or general contract for the benefit of creditors, (ii) breaches any payment obligation or any other obligation to Archer (including the obligation to post security as outlined above within three business days), (iii) files a petition or acquiesces in the commencement of a case under any

bankruptcy or similar law for the protection of creditors or has such petition filed against it, or (iv) is generally unable to pay its debts as fall due, then Archer may terminate the agreement by providing at least fourteen days written notice to seller. Archer's rights under this credit section are in addition to all other remedies available under this agreement or general law.

Penalties & Fees: Your EDU may charge a "Switching Fee" if you switch to another CRES provider. If you return to your EDU after switching to a CRES provider, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU.

Termination: If this agreement is not declined during the 21 day opt out period, the enrollment will be sent to your EDU. You may terminate this agreement without penalty if you move outside Archer's service area or into a service area where Archer charges a different price, by providing Archer with thirty (30) days written notice. If you terminate this Agreement for any other reason, in accordance with the Program rules, **there is no fee for an early termination of this contract. You will continue to be responsible for all electricity usage charges incurred prior to the termination regardless of whether or not it had been billed.** Upon termination with Archer and return to standard offer service with your EDU, you may or may not be served under the same rates, terms, and conditions that apply to other EDU customers. The effective date of any termination will be the next available meter read date after expiration of any required notice period and processing by the electric utility and Company of the return of the Customer to the electric utility.

Regulatory: The retail electric choice program is subject to ongoing utility commission, RTO/ISO, and LDC jurisdiction. Archer may pass through to Buyer's price any changes in RTO/ISO and LDC charges that are beyond Archer's reasonable control: such change may be related to capacity, transmission, ancillary services, taxes, rate classes and any other program related costs. If a change in governing law or regulation physically prevents or legally prohibits Archer from performing under this agreement, then either party may cancel this agreement without penalty.

Cross Default: If Buyer is a party to one or more other electricity or natural gas agreements with Archer, a breach by Buyer under such other contract(s) may be treated by Archer as a breach by Buyer under this agreement.

Dispute Resolution: Archer is committed to customer satisfaction. Customer may contact Archer with any questions concerning the terms of service by phone Monday – Friday (except holidays) from 9am – 5pm toll free at (844) 795-7491 or in writing to Archer Energy, LLC located at 9777 Fairway Dr, Powell, OH 43065. Archer will refer all complaints, written or verbal, to a knowledgeable customer service representative promptly respond and work toward a mutually satisfactory resolution. If Customer is still unhappy, Customer may request to speak with an Archer customer service manager. In the event of a dispute that cannot be resolved to a satisfactory level by Archer customer service employees, Customer should contact their local distribution utility provider at the number listed on their electric bill. If Archer or the local utility provider cannot properly address your concern, Customer may also contact the Office of the Ohio Consumers' Counsel located at 10 West Broad Street, Suite 1800, Columbus, Ohio 43215-3485, 1-877-742-5622 (toll free) or the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8 – 5pm EST weekdays or at www.PUCO.ohio.gov.

Miscellaneous: You have the right to request from Archer, twice within a 12-month period, up to 24 months of payment history, without charge. Company may request credit information. Archer reserves the right to re-price any account(s) or return you to the local distribution utility provider if your rate code or meter type is changed and/or the account is no longer eligible for this program. You authorize, but do not obligate Archer to exercise your government aggregation opt-out rights.

Force Majeure: Archer may not be responsible for supplying electricity to Customer in the event of circumstances beyond its control such as events of Force Majeure as defined by your EDU or any transmitting or transportation entity, acts of terrorism or sabotage, or acts of God including but not limited to floods, fires, earthquakes, tornados; hurricanes; war; riots; strikes; walkouts; lockouts; landslides and extreme weather conditions that impact an entire geographic region. In the case of such an event, Archer shall at its sole option, reject this contract in whole or re-determine its supply price and continue to provide service to Customer.

Liabilities: Customer agrees that neither Company nor any of its employees, affiliates, agents, or subcontractors (collectively, Company) will be liable for any damages or claims for matters within the control of Customer's EDU or the regional transmission organization-controlled electricity grid. The Company Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling Customer with Customer's EDU. The Company's liability will be limited to direct actual damages only. In no event will the Company be liable for any punitive, incidental, consequential, exemplary, indirect, attorney's fees, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement.

Amendments: If action is taken by the utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide service to you, we may, in our sole discretion, elect to adjust the price for service under this agreement to account for such cost increases or other changes.

Assignment: This agreement is assignable by Archer without customer consent and only subject to any regulatory approvals.

Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without giving effect to any conflicts of law principles which otherwise might be applicable.

Environmental Disclosure: The environmental disclosure contained herein is also shown at our website. The specific web address is: www.archerenergy.com/environment. Customer agrees that Archer may make its required quarterly updates electronically at its website and will provide this information in hard copy form upon customer request.



Do Not Discard: Important Natural Gas Aggregation Information Enclosed

April 1, 2024

Dear Customer,

The residents of Berlin Township voted to adopt a natural gas aggregation plan that I managed by the Board of Trustees. The Berlin Township Board of Trustees has selected Archer Energy as the retail supplier for its natural gas aggregation program. The Board entered into an agreement with Archer Energy to provide a guaranteed discount off Columbia Gas' Standard Choice Offer adder of 2%. The program will provide guaranteed savings versus Columbia's SCO rate through May 2025. The program will run from your next available meter read through May 2025. Columbia Gas of Ohio is still your utility and will continue to bill and service your account. You will continue to be eligible for the same programs you are eligible for now through Columbia Gas of Ohio and they will continue to deliver gas safely and reliably to your home or business.

Automatic Enrollment Process

As a current participant in Berlin Township's natural gas aggregation, you are automatically enrolled unless you decide to opt-out via one of the methods below. To learn more about the program please see the enclosed General Terms and Conditions.

If you choose to Opt-Out

You do not need to do anything to get this exclusive rate. However, if you decide to no longer participate in the program, we must receive your opt-out response only through one of the methods below by April 22, 2024:

- **Mail:** Return the form below to Archer at 9777 Fairway Dr Powell, OH 43065:
- **Call:** Archer at 844-795-7491

We look forward to serving your natural gas needs.

Sincerely,

Berlin Township & Archer Energy

BERLIN TOWNSHIP NATURAL GAS AGGREGATION OPT-OUT FORM

I do not wish to participate in the Berlin Township Natural Gas Aggregation Program and wish to be served under the Columbia Gas SCO

Customer Name: _____

Account Number: _____

Service Address: _____

Signature & Date: _____

Mail to:
Berlin Township Opt-out
9777 Fairway Dr
Powell, OH 43065

Municipal Aggregation Commonly Asked Questions

What is Municipal Aggregation?

Municipal Aggregations are when a group of customers or entire communities join together to combine their purchasing power. The process of aggregation can generate products for communities that are more favorable than an individual customer could achieve.

Who is Archer Energy?

Archer Energy is a leading retail supplier of electricity and natural gas and is licensed by the Public Utilities Commission of Ohio and approved by the utility.

What is the aggregation program rate?

The aggregation rate and term can be found on the offering as well as the attached terms and conditions.

Will I receive a separate bill from Archer?

No, the utility will continue to bill you for its services as well as Archer's service. You will pay the utility and the utility will remit our portion to us.

How do I enroll?

Eligible residential or business customers will be automatically enrolled in the program subject to certain restrictions.

What does it mean to opt out of the program?

Opting out means that you do not want to participate in the program established by your community leaders. If you opt out you will not be enrolled in this program and you will continue to be served by the utility under the SCO or until you choose an alternative supplier.

Who is eligible to participate?

Most businesses and residential customers located in the municipality are eligible.

Who would not be automatically eligible to participate?

Customers enrolled in the Percentage of Income Payment Program (PIPP), a customer who is under contract with another supplier or a mercantile customer are not automatically eligible to participate. If you would like to join the program, please contact our office to discuss.

Are there any additional fees for participating in the program?

No. There are no switching fees imposed by the utilities to participate in the program.

When will I see my new rate?

You can expect to see the new rate one to two billing cycles following your enrollment in the program.

Will my payments still be automatically deducted from my checking account as I do now?

Yes, how you pay the utility bill will not change.

Who do I call if I have a problem with my natural gas service and who will deliver my natural gas?

Your local utility will continue to be responsible for servicing your account and responding to any disruptions in service.

I already have a deregulated supplier; can I still join the aggregation?

The information provided by the utility indicated that you did not have a supplier. However, in some instances, there may be a delay in switching notices provided by the utility to suppliers. As such, you should check with your current supplier on your ability to terminate the agreement without incurring damages. You can always join the program at a later date, under the same terms and conditions.

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

No, there is no early termination fee for leaving the program at any point in time. However, upon returning to the utility you might not be served under the same rates, terms or conditions that apply to other customers served by the utility.

I am currently on budget billing, will that continue?

Yes, the utility will continue to provide you with a budget bill.

How do I contact Archer if I have any additional questions?

If you have additional questions about the program, please contact us toll free at 844-795-7491 from 9:00 am to 5:00 pm Monday through Friday.

Service Agreement: The terms of the opt-out governmental aggregation program (the "Program") shall be pursuant to this Natural Gas Supply Agreement (hereinafter the "Agreement") entered into by Archer Energy, LLC (hereinafter "Archer") and the natural gas account holder of record (hereinafter "Client") and shall be effective beginning with the successful enrollment of Client's natural gas account with the Local Distribution Company ("LDC"), and continue through the May 2025 meter read cycle. Client shall remain responsible for all fees incurred related to the consumption of natural gas during the term of this Agreement or any renewal term(s) regardless of when invoiced and whether invoiced by the LDC or Archer directly. Upon successful enrollment LDC terms dictate it may take 30-60 days before you receive your first bill with Archer as your supplier.

Price: This agreement will be in place from your next meter read through May 2025 meter read. During this period, your rate will be calculated in the same manner as the Columbia Gas of Ohio's SCO rate except the adder is guaranteed to be 2% less than Columbia Gas of Ohio's Standard Offer Adder. Note: The price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition, you will also pay the Utility's service charges and any applicable sales tax.

Eligibility: Residential and small commercial accounts with annual consumption of 5,000 Ccf or less that are not enrolled in Percentage of Income Plan Program are eligible. Participation in the Program is subject to the rules and regulations of the LDC and the Public Utilities Commission of Ohio ("PUCO"). Clients are sometimes terminated from the Program by error or by being in arrears; Client may contact the LDC to resolve the problem and be reinstated to the Program. Should Client fall into arrears during the term of this Agreement and subsequently become current, Archer may re-enroll Client for the remaining term of this Agreement. This Agreement is subject to Client acceptance into the program by both Archer and your LDC and this Agreement is not binding until such acceptance has been granted.

Renewal: If the Program continues beyond the initial Term of service, Archer will send you a notice of renewal including, but not limited to, notice of the new Program, notice of your right to opt-out and how to opt out, and a new supply Agreement, reflecting any other changes to the Program for any renewal period.

Opt-Out, Rescission, & Cancellation: Client may decline this Agreement by opting-out the community aggregation. In order for Client to successfully opt-out, Archer must receive a valid opt-out notice during the opt-out period which shall be defined as twenty-one (21) days from the date of the opt-out letter provided to Client. After the opt-out period expires, Client shall be enrolled with the LDC pursuant to the terms of this Agreement. After enrollment with the LDC, Client shall have a seven (7) day period whereby Client may Rescind the enrollment declining this Agreement by contacting the LDC within the rescission period. After the rescission period lapses, Client shall have the right to terminate this Agreement at any time which may be done so without penalty or recourse except for any amounts for gas supply provided by Archer hereunder shall remain due in full regardless of when billed to Client. Upon Rescission or Cancellation, Client shall bear the responsibility of arranging Gas Supply with an alternative third-party supplier or shall be returned to LDC supply offering(s). Client may incur switching fee(s) and may not be eligible for the same rate(s) as prior to enrollment with Archer. Client shall indemnify Archer for any additional supply charges incurred, switching fees, or lost opportunity cost related to arranging Gas Supply following Cancellation. This Agreement will automatically terminate if Client relocates outside of the Community, or their service is terminated by the LDC.

Billing & Payment: Client shall continue to be billed by the LDC pursuant to their preferred billing method; LDC bills will contain charges for Gas Supply and applicable taxes from Archer pursuant to this Agreement, as well as all applicable LDC charges and taxes. Client's first bill with Archer via the Program should be approximately 30-60 days following successful enrollment with the LDC. Client agrees to make timely payments to LDC for the full amount due pursuant to the payment terms and conditions offered by LDC. Failure to make timely payments may result in the removal of Client's service locations from Archer's supply pool resulting in Cancellation and/or LDC disconnection of service. Archer reserves the right to bill Client directly for any applicable charges owed pursuant to this Agreement or in the event LDC billing is not available. If Archer bills Client directly, such amounts will be due in full by the date indicated on the invoice to Client and Client shall make all efforts to make payment directly to Archer in a timely manner.

Amendment & Assignment: This Agreement constitutes the entire understanding of Archer and Client with respect to the subject matter hereof and supersedes, replaces, and cancels any and all similar Agreements or verbal communications between the parties hereto. No modification or amendment of this Agreement shall be binding on the parties unless in writing. Archer reserves the right to amend this Agreement pursuant to any Regulatory Event as defined below. This Agreement is only assignable by Archer which may be done so without Client consent and is only subject to applicable regulatory approvals.

Regulatory: Third party natural gas supply is subject to change by the LDC and/or regulatory bodies that govern the jurisdiction of the service locations served under by this Agreement. If there is a change in law, administrative regulation, rule, structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Archer to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased taxes) relating to the provision of services contemplated herein in excess to those existing prior to the date of the Regulatory Event, then Archer shall be permitted to

pass through the economic effects of such Event pro rata to Client.

Force Majeure: Force Majeure shall be defined as causes beyond the reasonable control of Archer, Client, and/or LDC that prevents Archer from performing under this Agreement. Such events include but are not limited to: acts of god, fire, flood, war, terrorism, sabotage, the declaration of an emergency by a governmental entity or LDC, interruption of natural gas distribution & supply, or any action taken by a third party that would impede Archer's ability to serve Client under this Agreement. In the event of a Force Majeure situation, Archer shall be relieved from any performance obligations until the situation is resolved.

Limitation of Liability: Archer shall not assume liability or responsibility for any special, indirect, consequential or punitive damages related to the failure of the LDC or any other party to perform its duties. This includes but is not limited to interruptions of service, service outages, termination of service, failure to provide service, or damages arising as a result of negligence. Archer provides no warranty of merchantability or fitness for a particular purpose or use. Client acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Miscellaneous: This Agreement shall continue after Cancellation or expiration as necessary for billing and payments related to the terms of this Agreement, limitations of liability as defined below and all other relevant terms. Archer shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Archer is a "forward contract merchant under the U.S. Bankruptcy Code, as amended. If tax exempt, it shall be the responsibility of Client to provide Archer a copy of a valid exemption certificate from the applicable taxing authority.

Resolution: In the event of an emergency or if you smell gas, immediately contact the LDC at the number provided on your bill. In the event of a billing concern or dispute, Client is encouraged to first contact Archer's Customer Care Center to discuss the matter toll free at (844) 795-7491 M-F 9am-5pm. Concerns can also be provided via email to info@ArcherEnergy.com or in writing to 9777 Fairway Dr., Powell, OH 43065. If Archer is unable to resolve a concern, Client should contact the LDC at the number listed on their most recent bill or refer their concern to the Public Utilities Commission (PUCO) for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with disputes and/or utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at www.pickocc.org. If a suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio and Client agrees not pursue any claims arising under this Agreement on a class or other representative basis and will not seek to coordinate or consolidate any legal actions arising under this Agreement with any other proceeding.