OHIO RESIDENTIAL AND SMALL COMMERCIAL NATURAL GAS SUPPLY DISCLOSURE STATEMENT
FIXED PLAN

Our Contact Information	Eastern Power and Gas LLC ("Eastern PNG"), 68 35th Street, Suite B640, Brooklyn, NY 11232, customerservice@easternpng.com, 1-877-799-3637, Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time (except holidays).
Type of Plan	Fixed
Term of Agreement	Fixed for _____ months (Initial Fixed Term). Estimated start: the first regularly scheduled meter reading after the LDC processes your enrollment (typically one to two billing cycles). Estimated end: the end of the Initial Fixed Term stated above, at the regularly scheduled meter reading about that number of months after the start.
Rate	**Fixed:** If you selected a fixed rate plan, the rate for your service is _____ **per Mcf** that remains the same for your contract term/length. A monthly administrative fee of **N/A** will also apply. Fixed monthly charges are for supply charges only and do not include either delivery service or other charges from your Local Distribution Company ("LDC") or applicable taxes from governmental agencies.
Renewal	At the conclusion of any Initial Fixed Term, your plan will convert to a month-to-month variable rate plan unless you elect a different plan, or Eastern Power and Gas LLC notifies you at least 45 and not more than 90 days before your contract expires of a renewal to a different plan and you do not object or you cancel in accordance with the procedure provided in the notice. **For any Renewal Term, your affirmative consent is not required, even if there is a change in the rate or other terms and conditions. You may terminate at any time during a Renewal Term without any fee or penalty of any kind.**
Early Termination Fee	No early termination fee.
Rescission	Customers have the right to rescind this Agreement by contacting the LDC by phone or United States mail within seven (7) business days following the postmark date on the LDC's confirmation notice. A written rescission is effective on its postmark date. The LDC contact information is listed at the end of these Terms of Service.
Sales Method	Eastern Power and Gas LLC is an independent seller of natural gas supply service certified by the Public Utilities Commission of Ohio (PUCO). Our sales agents are not representing or acting on behalf of a utility, governmental bodies, or consumer groups.
Delivery	If you purchase natural gas supply from Eastern PNG, your utility remains responsible for delivery of natural gas supply to your home or business and will continue to respond to any calls and emergencies. Switching to Eastern Power and Gas LLC will not impact the reliability of your natural gas supply service.
Notification	You will receive written notification from your utility confirming a pending switch of your natural gas service to Eastern Power and Gas LLC.
Contact Information	The Public Utilities Commission of Ohio (PUCO) certifies suppliers like Eastern PNG, regulates utilities, and responds to consumer complaints. PUCO may be reached at: (800) 686-PUCO (7826).

TEL: (877) 799-3637 | EMAIL: customerservice@easternpng.com
MAILING ADDRESS: 68 35th Street, Suite B640, Brooklyn, NY 11232 | EASTERNPNG.COM

OHIO RESIDENTIAL AND SMALL COMMERCIAL NATURAL GAS SUPPLY AGREEMENT
FIXED 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 Company (LDC) will deliver the natural gas supply to you. The Public Utilities Commission of Ohio 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 the State of Ohio.

Local Distribution Company (LDC): the public utility providing facilities for the distribution of natural gas to retail customers. For customers in its service territory, the LDC is Enbridge Gas Ohio (formerly Dominion Energy Ohio).

Transmission Charge: charge for moving natural gas from a facility to the distribution lines of the 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. A written rescission is effective on its postmark date. 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.

Fixed Rate Plan: You will pay the fixed rate per Mcf for the length of your Term as specified in the Disclosure Statement or Agreement. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Disclosure Statement, Welcome Letter or Agreement. (By contrast, under a Variable Rate Plan the rate per Mcf may be adjusted monthly to reflect market conditions.)

Fixed Rate monthly charges are for supply charges only and do not include either delivery service or other charges from your Local Distribution Company ("LDC") or applicable taxes from governmental agencies, including applicable Ohio sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on the LDC's bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation) and all LDC charges for delivery and distribution services.

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 of this contract.

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 the 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 your Service, 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 at least 30 days prior to your requested end date 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. Eastern PNG does not require a deposit.

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 notice by contacting the LDC at the number on the notice. After that, you may cancel this

Agreement at any time by contacting Eastern Power and Gas LLC at 1-877-799-3637, customerservice@easternpng.com, or by mail at 68 35th Street, Suite B640, Brooklyn, NY 11232.

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 any early termination penalties that apply under your plan (this plan has no early termination fee).

6. Agreement Expiration / Renewal / 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 advance notice either in your bill or in separate mailings at least 45 and not more than 90 days before either the expiration date or the effective date of the changes. We will explain your options in this advance 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.

For any Renewal Term, your affirmative consent is not required, even if there is a change in the rate or other terms and conditions, and 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 terms described in your expiration letter.

Variable Rates are set at the Company's discretion and may vary based on several factors, which include the wholesale cost of natural gas (including commodity, capacity, storage, and balancing), Eastern PNG's transportation to the Delivery Point, and Eastern PNG's 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 Company ("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 the LDC's bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation). 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 Time) to obtain Customer's current rate for that month.

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 Ohio 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, or 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 Office of the Ohio Consumers' Counsel (OCC) represents residential customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.occ.ohio.gov.

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 energy. The natural gas supplied 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 up to twenty-four (24) months of your payment history, without charge, up to twice in any twelve-month period.
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.

14. 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 Mailing address: 68 35th Street, Suite B640, Brooklyn, NY 11232 Toll-free: 1-877-799-3637 | customerservice@easternpng.com | easternpng.com Hours of Operation: Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time (except holidays)
Natural Gas Distribution Company (LDC):	Enbridge Gas Ohio 1201 East 55th Street, Cleveland, OH 44103 Customer service: 1-800-362-7557 (Monday through Friday, 7:00 a.m. to 7:00 p.m.) www.enbridgegas.com/ohio
Gas leak or emergency (24 hours):	Enbridge Gas Ohio: 1-877-542-2630. If you smell gas, leave the area and call from a safe place.
Public Utilities Commission of Ohio:	180 East Broad Street, Columbus, OH 43215 (800) 686-PUCO (7826) | 7-1-1 (Ohio Relay Service) 8:00 a.m. to 5:00 p.m. weekdays | www.puco.ohio.gov
Ohio Consumers' Counsel:	Residential customers may also contact the Office of 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.occ.ohio.gov.