ATLANTIC ENERGY MD, LLC
PENNSYLVANIA FIXED RATE CUSTOMER AGREEMENT
ELECTRIC GENERATION SUPPLIER AGREEMENT SUMMARY

Electric Generation Supplier Information	Atlantic Energy MD, LLC ("Atlantic") | (800) 917-9133 | https://atlanticenergyco.com | info@atlanticenergyco.com | P.O. Box 7780, Spring, TX 77387-7780 | Pennsylvania Electric Generation Supplier License Number: A-2016-2542085 You have chosen Atlantic as your electric generation supplier ("EGS"). Atlantic is not affiliated with your electric distribution company ("EDC"). Atlantic is responsible for the electricity generation charges on your bill. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity.
Price Structure	Fixed.
Electricity Generation/ Supply Price	14.09¢ per kWh.
Statement Regarding Savings	Atlantic Energy's electricity price may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.
Deposit Requirements	None.
Incentives	None.
Agreement Start Date	This Agreement becomes effective and binding as of the Effective Date, as defined in the Terms of Service. Service under this Agreement will begin on the Service Commencement Date as defined in the Terms of Service.
Agreement Term/Length	18 months (the Initial Term).
Cancellation/ Early Termination Fees	Yes, upon Early Termination of this Agreement as defined in the Terms of Service, you will be charged a fee of $75.00.
Renewal Terms	Unless otherwise agreed to, this Agreement will renew on a month-to-month basis with a variable rate methodology. Prior to expiration of the Initial Term, you will receive two separate notices. You will receive the first notice 45-60 days before, and the second notice 30 days before, the date the renewal becomes effective. These notices will explain your options.
Right of Rescission	You may rescind this Agreement at any time before midnight of the third business day after receiving the disclosure statement by contacting Atlantic Energy by phone at (800) 917-9133, by mail at the address above, or by email at info@atlanticenergyco.com.

Electric Distribution Company Information	

Utility Name	Phone Number	Website
Pennsylvania Electric Company (PECO)	(800) 841-4141	https://www.peco.com/
Duquesne Light Company	(888) 393-7100	https://www.duquesnelight.com/
PPL Electric Utilities	(800) 342-5775	https://www.pplelectric.com/
Penelec (First Energy)	(800) 545-7741	https://www.firstenergycorp.com/penelec.html
Penn Power (First Energy)	(800) 720-3600	https://www.firstenergycorp.com/penn_power.html
West Penn Power (First Energy)	(800) 686-0021	https://www.firstenergycorp.com/west_penn_power.html
MetEd (First Energy)	(800) 545-7741	https://www.firstenergycorp.com/met_edison.html
UGI Electric	(800) 276-2722	https://ugi.com/

The EDC is responsible for distribution charges, as well as any emergencies/outages/etc.

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ELECTRICITY AND NATURAL GAS SUPPLY DISCLOSURE STATEMENT AND TERMS OF SERVICE

This is an agreement for electric generation and/or natural gas supply service between Atlantic Energy MD, LLC ("Atlantic", "Supplier") and the undersigned Customer ("Customer" or "You" or "Your") under which Customer shall obtain electricity generation and/or natural gas supply service and begin enrollment with Atlantic (the "Agreement").

Background

We at Atlantic Energy are licensed by the Pennsylvania Public Utility Commission ("PA PUC") to offer and supply electric generation and natural gas services in Pennsylvania.

Our PUC Electric Generation Supplier License Number is A-2016-2542085. Our PUC Natural Gas Supplier License Number is A-2016-2542024.

We set the generation and supply prices and charges that you pay. The PA PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a single bill from your EDC and/or NGDC (as defined below) that will contain EDC and/or NGDC charges and Atlantic charges.

Right of Rescission – You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing, or electronically to cancel this agreement. See the "Contact Information" Section below for how to contact us.

Definitions

- Basic Services (electric) – Services necessary for the physical delivery of electric service to a retail customer, consisting of generation, transmission, and distribution. The monthly customer charge and the temporary transition charge are also basic service charges.
- Basic Services (natural gas) – Services necessary for the physical delivery of natural gas to a retail customer, consisting of natural gas distribution services and natural gas supply services.
- Distribution Charge – Part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use. Distribution charges can also mean the charges for the delivery of natural gas from the point of receipt into the NGDC's system.
- Electric Distribution Company (EDC) – The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.
- Electric Generation Supplier (EGS) – A person or corporation, generator, broker, marketer, aggregator or any other entity licensed by the PUC that sells electricity to customers, using the transmission or distribution facilities of an electric distribution company (EDC).

- Fixed Price – for electricity it is an all-inclusive per kWh price that will remain the same for at least three billing cycles or the term of the Agreement, whichever is longer. For gas it is an all-inclusive per Ccf/Mcf/Dth price that will remain the same for at least three billing cycles or the term of the Agreement, whichever is longer. A fixed price will remain the same, usually for a set period of time. This will give you certainty that your price will not change during the term of the agreement. However, if market prices fall you may have to wait until your Agreement expires to get a lower price.
- Generation Charge – The Charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the Agreement between you and your supplier.
- Natural Gas Distribution Company – A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer.
- Natural Gas Supplier – An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC
- Non-Basic Charges – Services not required for the physical delivery of electric or natural gas service.
- Transmission Charge – The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.
- Variable Price – For electricity, it is an all-inclusive per kWh price that can change, by the hour, day, month, etc. according to the terms and conditions in the supplier's disclosure statement. For natural gas, it is an all-inclusive per Ccf/Mcf/Dth price that can change, by the hour, day, month, etc., according to the terms and conditions in the supplier's disclosure statement. A variable rate may change with market conditions. So if market prices increase, your rate may increase. If market prices drop, your rate may decrease.

TERMS OF SERVICE

Agreement to Sell and Purchase Energy. This is an agreement between Atlantic Energy MD, LLC ("Atlantic", "Supplier", "Us", "Our") an independent electricity and natural gas supplier, and the undersigned customer ("Customer", "You", "Your") under which Customer shall obtain electricity generation supply service and natural gas supply and begin enrollment with Atlantic (the "Agreement"). This Agreement shall become effective and binding on the Parties as of the earliest to occur of: (i) the date the Agreement is executed by both Parties; (ii) the date on which Atlantic provides written confirmation (including via e-mail) to Customer (or, if applicable, Customer's agent) of its acceptance of this Agreement; or (iii) the date Atlantic takes any action in reliance on this Agreement, including submitting an enrollment request to the applicable utility (the "Effective Date").

Subject to the terms and conditions of this Agreement, Atlantic agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as necessary to meet Customer's requirements based upon consumption data obtained by Atlantic from the EDC, and the quantity of natural gas as necessary to meet Customer's requirements based upon consumption data obtained by Atlantic from the NGDC.

Basic Electric Service Price. You will pay a fixed price of 14.09¢ per kWh for electric generation service. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

Basic Natural Gas Service Price. You will pay a fixed price of N/A for natural gas supply service. This price includes estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

Price & Billing. Atlantic's price is exclusive of all applicable state and local taxes. You will incur additional charges for the incumbent Utility's services and delivery charges. For variable electricity generation supply rates, the rate may vary from month to month based on the following factors: Atlantic's actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection, LLC ("PJM"), including prior period adjustment, inventory and balancing costs, transportation and transmission costs incurred by Atlantic, and Atlantic's administrative costs, expenses, and margins. For variable natural gas supply rates, the price per ccf or mcf will vary from month to month based on the wholesale cost of natural gas from the NYMEX exchange (including commodity, capacity, storage and balancing), transportation to the Delivery Point, plus all applicable taxes, fees, charges and Atlantic's costs, expenses and margins. There is no limit on the amount that your price can decrease or increase from month to month and there is no maximum price.

Atlantic does not offer budget billing for the supply portion of the bill. Customer's Utility may charge switching fees. Customer has the right to request from Atlantic, twice within a twelve-month period, up to twenty four months of the Customer's payment history without charge. Please note that historical pricing is not indicative of present or future pricing. Atlantic will supply your electricity and/or natural gas and Your Utility will continue to deliver electricity and/or natural gas, read Your meter, and send You Your bill. You will continue to receive one bill from your Utility. Failure to pay these bills may result in You being disconnected in accordance with the Utility's tariff. Your Utility will continue to provide all emergency repairs and services.

Length of Agreement. "Service Commencement Date" means the date on which Atlantic first begins providing electricity and/or natural gas to the Customer under this Agreement, which shall be the

date of the first meter read following the Utility's acceptance of the Atlantic as the Customer's REP of record. This date may occur after the Effective Date. “Initial Term” means the period beginning on the Service Commencement Date and continuing for the number of months specified in the Contract Summary. For clarity, the Initial Term corresponds to the term stated in the Contract Summary (18 months) and is not shortened or extended due to any difference between the Effective Date and the Service Commencement Date.

Cancellation Provisions. “Early Termination” occurs when Customer cancels or terminates this Agreement after the Effective Date and before the expiration of the Initial Term. Customer may cancel this Agreement at any time by contacting Atlantic at (800) 917-9133 or via email at info@atlanticenergyco.com. Upon Early Termination of this Agreement, you will be charged an Early Termination Fee of $75.00.

Atlantic may terminate this Agreement if there is a Change in Law that results in Atlantic being prevented, prohibited, or frustrated from carrying out the terms of this Agreement; if Customer moves outside of an area served by Atlantic or where Atlantic charges a different price; if your service is terminated by your EDC or NGDC. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. See the ‘Renewal Provision/ Agreement Termination/Change in Terms’ Section below for an explanation of the notices you will receive prior to cancellation.

You will owe us for amounts unpaid for our charges for electricity generation or natural gas supply service up to the date of termination. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

Right of Rescission. You may rescind this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Atlantic by phone at (800) 917-9133, by mail at the address above, or by email at info@atlanticenergyco.com.

Renewal Provision/Agreement Termination/Change in Terms. This Agreement is for 18 billing cycles. If Atlantic wants to change or terminate the Agreement, and as your fixed term Agreement approaches the expiration date, you will receive two separate notices before the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the date the change becomes effective or the Agreement expires. These notices will explain your options going forward.

Dispute Procedures. In the event of a billing dispute or a disagreement involving Atlantic’s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Atlantic by telephone or in writing, as provided below. If You are not satisfied after discussing your concerns with Us you may contact the PA PUC by phone at: 1-800-692-7380 or in writing at 400 North Street, Harrisburg, PA 17120.

Contact Information.

Supplier:

Name	Atlantic Energy MD, LLC
Address	P.O. Box 7780, Spring, TX 77387-7780
Phone Number	(800) 917-9133
Email Address	info@atlanticenergyco.com
Website	https://atlanticenergyco.com

EDC & NGDC/Default Service Provider:

Name	Address	Phone Number

PECO	2301 Market St., Philadelphia, PA 19103	(800) 494-4000
Duquesne	PO Box 371324, Pittsburgh, PA 15250-7324	(888) 393-7100
PPL	827 Hausman Road Allentown, PA 18104-9392	(800) 342-5775
Penelec	P.O. Box 16001, Reading, PA 19612-6001	(800) 545-7741
Penn Power	P.O. Box 16001, Reading, PA 19612-6001	(800) 720-3600
West Penn Power	P.O. Box 16001, Reading, PA 19612-6001	(800) 686-0021
MetEd	P.O. Box 16001, Reading, PA 19612-6001	(800) 545-7741
UGI Electric	P.O. Box 13009, Reading, PA 19612-6001	(800) 276-2722
Philadelphia Gas Works	800 West Montgomery Avenue, PA 19122	(215) 235-1000

Universal Service - Customer Assistance Program:

Phone Number	(866) 857-7095

Public Utility Commission:

Name	Pennsylvania Public Utility Commission
Address	400 North St. Harrisburg, PA 17120
Phone Number	(800) 692-7380
Website	https://www.puc.pa.gov

Information about shopping for an electric supplier is available at www.PAPowerSwitch.com or other successor media platform as determined by the Commission. Information about shopping for a natural gas supplier is available at www.PAGasSwitch.com or other successor media platform as determined by the Commission. You may also call the Commission's telephone number at 1-800-692-7380 and the Office of the Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Atlantic. Atlantic may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PUC upon thirty (30) days prior written notice to customer.

Information Release Authorization. Customer authorizes Atlantic to obtain and review the following information from Your EDC and NGDC: consumption history; billing determinants; and account number. This information may be used by Atlantic to determine whether it will commence and/or continue to provide energy supply service to Customer. By entering into this Agreement You are consenting to the EDC or NGDC releasing this information. Atlantic will maintain the confidentiality of Customer's personal information including name, address, phone number, usage and payment history as required by applicable Commission regulations and Federal and State laws. Customer authorizes Atlantic to obtain and review information regarding Customer's credit history from credit reporting agencies in order to determine whether the Customer is eligible for promotional items. The information referenced in this paragraph will not be disclosed to a third party unless required by law.

Agency for Electricity and Gas. Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for

the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

Customer hereby designates Atlantic as agent to: (a) arrange and administer contracts and service agreements between Customer and Atlantic and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the NGDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Atlantic to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the term of this Contract. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the NGDC and in response to information provided by the NGDC. Atlantic agrees to arrange for the transportation of the natural gas supplied under this Contract from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above. Customer and Atlantic agree that title to, control of, and risk of loss to the natural gas supplied by Atlantic under this Contract will transfer from Atlantic to Customer at the Delivery Point(s).

Entire Agreement. This Agreement, including Agreement Summary and any attached enrollment form, as written, makes up the entire Agreement between Customer and Atlantic. Atlantic makes no representations or warranties other than those expressly set forth in this Agreement, and Atlantic expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. Atlantic will make commercially reasonable efforts to provide for electricity and natural gas hereunder but Atlantic does not guarantee a continuous supply of electricity or natural gas to Customer. Certain causes and events out of the control of Atlantic ("Force Majeure Events") may result in interruptions in service. Atlantic will not be liable for any such interruptions caused by a Force Majeure Event, and Atlantic is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC or NGDC (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond Atlantic's control.

Payment Provisions. Customer will make all payments for Atlantic's electricity supply charges to your EDC, and all payments for Atlantic's natural gas supply charges to your NGDC. Your EDC and NGDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS Agreement ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY

DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

Limitation of Liability. The remedy in any claim or suit by Customer against Atlantic will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either Atlantic or Customer be liable for consequential, incidental, indirect, special, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

Taxes. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Atlantic's net income, shall be passed through to and paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes. You must provide Atlantic with any applicable exemption certificates.

Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price, or, if there is a change to the manner in which any transporter, EDC, NGDC, PJM, or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases the Atlantic's costs ("Change in Practice"), Atlantic shall have the right to pass on such additional costs and/or modify this Agreement to reflect such change. Furthermore, Atlantic shall provide notice and/or obtain affirmative consent as required by local law.

Emergency Service. Your EDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption, or other emergencies, Customer should immediately call the EDC at the numbers listed above.

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Atlantic have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

Telephonic Communication. By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Atlantic, its affiliates and/or assigns, at the telephone number(s) you provide to Atlantic, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination

of your Agreement and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

Forward Agreement. Each Party acknowledges that: (a) this Agreement is a forward Agreement and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Atlantic is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Atlantic under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Atlantic, is responsible for responding to service problems or emergencies should they occur.