Ohio Residential and Small Commercial

Customer Terms of
Service

Contract Summary

BTY Energy Contact information	BTY Energy 11811 Shaker Blvd Suite 429 Cleveland OH 44120 Phone (Toll Free):1-800-997-9217 Email: customerservice@btyenergy.com PUCO Certificate No. 22-110675G BTY Energy LLC is responsible for Gas Commodity/Supply charges. Your natural gas distribution company (NGDC) delivers your gas and sends you a single bill that includes BTY Energy's charges.
Pricing Structure	The price is $5.99 per Mcf, fixed for the entire 24-month Initial Term. This is the only charge BTY Energy assesses. This price does not include applicable state and local taxes or your NGDC's delivery and distribution charges, which your NGDC bills separately.
Statement Regarding Savings	The supply price offered by BTY Energy LLC is not guaranteed to produce savings. It may be higher or lower than your NGDC's standard choice offers or the price offered by another supplier. Compare offers at energychoice.ohio.gov.
Contract Duration/Length	This is a 24-month contract. It will cover 24 billing cycles.
Cancellation/Early Termination Fee	$0. There is no early termination or cancellation fee. You may cancel this Agreement at any time, for any reason, without penalty.
Right of Rescission	You may cancel this Agreement without penalty within seven (7) business days following the postmark date on the confirmation notice your NGDC sends you. Call Enbridge Gas Ohio at 1-800-362-7557 or write to the address in the contact table at the end of this Agreement. A written rescission is effective on its postmark date.
End of Contract	BTY Energy will send you written notice of this Agreement's expiration between forty-five (45) and ninety (90) days before the Expiration Date, describing your options and any proposed changes. See Sections 9 and 10.

TERMS OF SERVICE

This is an agreement for natural gas services between BTY Energy LLC and you, for the service address or addresses set forth in your Welcome Letter or Natural Gas Service Agreement ("NGSA"). Together, the terms of services set forth herein and your Welcome Letter collectively describe your agreement with respect to your purchase of natural gas service from BTY Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. BTY Energy is licensed by the Public Utility Commission of Ohio to offer and supply natural gas services in Ohio as a Competitive Retail Natural Gas Service ("CRNGS") supplier. We set the supply prices and charges that you pay. Your local distribution utility will delivery the natural gas to you. Your Natural Gas Distribution company (NGDC) may charge you a switching fee. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulations interstate transmission prices and services. You will continue to receive a single bill from your NGDCthat will contain your NGDC's charges as well as charges from BTY Energy.

DEFINITIONS

PUCO: The Public Utility Commission of Ohio

Natural Gas Distribution Company (NGDC): The public utility providing facilities and distribution of natural gas to retailcustomers also referred to as a Local Distribution Utility (LDU)

Commodity: for this agreement, Commodity is in reference to natural gas

Commodity Charge: Charges for the supply of natural gas

Transmission Charge: Charges for the transportation of natural gas from one designated point to the distribution system of anatural gas distribution company

Residential Customer: A person that receives gas under the designation and rate structure of 'residential'

Small Commercial Customer: a person, sole proprietorship, corporation, association, or other business entity that consumes less than 500 Mcf of natural gas annually

1. Agreement to Purchase Natural Gas: BTY Energy will supply your natural gas as delivered by your NGDC. These Terms of Service, together with the Contract Summary that appears at the beginning of this document and is incorporated herein by reference, constitute the agreement ("Agreement") between you and BTY Energy, LLC.

2. Term of Agreement and Credit: Subject to BTY Energy's acceptance of this Agreement and acceptance by your NGDC, you hereby appoint BTY Energy as your exclusive limited agent to fulfill the terms and obligations of this Agreement. The "Initial Term" of this Agreement is set forth in the Contract Summary. Your service under this Agreement will begin on your meter reading date as determined by your NGDC's tariff. BTY Energy will send an electronic enrollment request to your NGDC within three (3) business days following your enrollment unless a later date is agreed to. Your NGDC will deliver your natural gas and provide billing and other services to you. After the end of the Initial Term, this Agreement will continue as set forth in Section 9. Credit and Deposits. BTY Energy does not require a security deposit as a condition of service and does not perform a credit check that affects your eligibility for the price stated in the Contract Summary. Collection procedures are described in Section 5.

3. Pricing Plans & Pricing, Billing, and Payment Terms:

Fixed Rate Plan: The customer will pay the fixed rate noted in the Contract Summary for the length of the Initial Term.

Variable Rate Plan: After the Initial Term, the customer will pay a variable rate calculated using the formula stated in Section 9. The rate may change monthly. The customer will be notified of the applicable rate on each monthly bill.

You will pay BTY Energy for your service at the rates for both the Initial Term and during the "Renewal Period" (as defined in Section 9). You will also pay gas distribution and transportation charges to your NGDC. The Initial Term and Renewal Period rate is exclusive of all applicable NGDC-related taxes and charges (including the applicable Transition Rider or similar charge, if applicable). Your NGDC will send you a monthly bill that will include your NGDC's charges, BTY Energy's charges, and any other charges incurred in accordance with this Agreement. The rate you pay BTY Energy will include the Commodity Charge and Transmission Charge. Your price does not include applicable Ohio sales tax, use tax, local tax, or gross receipts taxes imposed by Ohio law. You are responsible for any and all taxes, as required by law, and NGDC charges for delivery and distribution services.

Depending on the date of the meter read, your bill from the NGDC may be prorated. The prorated billing is a technique for applying standard methods to nonstandard billing periods. A billing period that is shorter or longer than the NGDC's designated billing period days will have prorated charges based on a 30-day average for the applicable rate.

Your NGDC bills you monthly. You will pay your bill in accordance with the NGDC's billing and payment terms. BTY Energy does not assess a late payment fee; any late payment charge is assessed by your NGDC under its tariff. If you claim "tax-exempt" status, you are responsible for providing BTY Energy with your Ohio tax exemption certificate, as it has been filed with the Ohio Department of Taxation. BTY Energy does not pay or arrange for the payment of any outstanding debts owed by you to the NGDC or a previous Competitive Retail Natural Gas Supplier. You may request from BTY Energy up to twenty-four (24) months of your payment history for services rendered by BTY Energy, at no charge.

4. Length of Agreement (Term)/No Guarantee or Switch Period: The term of this Agreement is shown in the Contract Summary. With the exception of a new meter installation or special meter reading date, you will buy your natural gas service for the service address(es) set forth in the Contract Summary from BTY Energy on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that BTY Energy cannot guarantee a switch of the Customer's account by a specific date and hereby holds harmless BTY Energy from any

liability for, or arising out of, delays in this process. You may cancel this Agreement at any time, without penalty and without advance notice, by contacting your NGDC. Your cancellation takes effect on the next available meter read date after your NGDC processes the request.

5. **Failure to Pay** Under the Initial Term or during the Renewal Period, in the event that you fail to pay your bill or fail to meet any agreed-upon payment arrangement, you are subject to disconnection and cancellation of this Agreement and service from your NGDC, pursuant to its policies and practices. Because your NGDC bills you for BTY Energy's charges, your natural gas service may be disconnected under your NGDC's tariff for nonpayment, and that disconnection may automatically terminate this Agreement. If you fail to pay your bill or fail to meet any agreed-upon payment arrangement, BTY Energy may also cancel this Agreement upon fourteen (14) days of advance written notice. Such disconnection and/or cancellation will not relieve you of your payment obligations to BTY Energy or your NGDC for service to the date of such disconnection and/or cancellation.

6. Rights of Rescission an Early Cancellation Policy: Your NGDC will send you written notice confirming your decision to enroll with BTY Energy. You have the right to rescind this Agreement within seven (7) business days following the postmark date on the NGDC's confirmation notice (the "Rescission Period"). To rescind, you may call your NGDC at the toll-free number listed in the contact table at the end of this Agreement (Enbridge Gas Ohio, 1-800-362-7557) or write to the address listed there. A written rescission is effective on its postmark date.

After the expiration of your Right of Rescission, you may cancel this Agreement at any time by contacting your NGDC, at no charge — there is no early termination fee under this Agreement. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date BTY Energy notifies your NGDC. You will be responsible for all payments due hereunder until the cancellation of natural gas service is completed.

BTY Energy may terminate this Agreement only for your nonpayment or upon the occurrence of a Force Majeure Event, and only after fourteen (14) days' advance written notice.

Your right to terminate without penalty. You may terminate this Agreement without penalty at any time if (a) you relocate outside your NGDC's service territory, or into the territory of a natural gas company that does not permit this Agreement to be transferred, or (b) BTY Energy has the right to terminate this Agreement for any reason other than your nonpayment or the occurrence of a Force Majeure Event.

7. Cancellation or Transferring Service because of Relocating: BTY Energy will have a right to cancel this Agreement if you relocate to a service location that is (a) outside of your NGDC's service territory; (b) not serviced by your NGDC; or (c) outside of BTY Energy's service territory. Before you relocate, you must first call BTY Energy Customer Service at the toll-free telephone number set forth in Section 20 and then your NGDC at the toll-free telephone number listed in the contact table at the end of this Agreement. However, if you relocate within your NGDC's service territory, your service will transfer and this Agreement will automatically continue for the remainder of the Initial Term, if any, and automatic Renewal Period of this Agreement. Thus, you will receive BTY Energy's service at your new location pursuant to this Agreement.

If you relocate within your NGDC's service territory, you must (a) call your NGDC at the telephone number in the contact table at the end of this Agreement to inform the NGDC of your request to transfer your NGDC service to your new location; (b) obtain your new account information from the NGDC; and (c) contact BTY Energy at the telephone number in Section 20 to provide your new account information and location to complete the transfer of service. You must provide written proof of your new location outside the NGDC service territory to BTY Energy at the address provided in Section 20. If your service transfers as provided in this paragraph, you grant the NGDC the right to provide BTY Energy with each account and meter number for your new service location(s).

If service does not transfer to your new location, this Agreement will be cancelled, and you will be served under your NGDC's regulated service commodity rate unless you select another natural gas supplier. If this Agreement is canceled, expired, or otherwise terminated, you will receive uninterrupted service from the NGDC. Only the NGDC may shut off your natural gas service. Switching fees may apply to you under your current NGDC's tariff.

This Agreement terminates automatically if your service location is not served by your NGDC, if you move outside your NGDC's service territory, or if BTY Energy returns you to your NGDC's applicable tariff service. If you return to your NGDC's service, you may be charged a price other than your NGDC's standard choice offer or other applicable tariff rate.

8. Fees, Penalties, and Exceptions: There is no early termination or cancellation fee under this Agreement, and you may cancel at any time without penalty. BTY Energy assesses no recurring or nonrecurring charges other than the per-Mcf

price stated in the Contract Summary. Your NGDC may charge a switching fee under its tariff.

9. **Renewal**: Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis unless you cancel. While taking service on a month-to-month basis (the "Renewal Period"), the rate for natural gas will be a variable rate that may be higher or lower each month. The variable rate is calculated by the following formula: the settlement price of the NYMEX Henry Hub Natural Gas Futures contract for the applicable delivery month, as published by CME Group on that contract's last trading day, converted to dollars per Mcf using the heat content factor applied by your NGDC, plus $2.00 per Mcf. The rate changes monthly. The variable rate may be higher than your NGDC's rate or the rates of other suppliers. You may cancel at any time during the Renewal Period without penalty.

10. **Agreement Expiration/Change:** BTY Energy will send you written notice of this Agreement's expiration not less than forty-five (45) and not more than ninety (90) calendar days before the Expiration Date. That notice will be sent by separate mailing (envelope or postcard), or by a conspicuously placed message or insert on your NGDC bill, and the front of a separate mailing will state: "Important notice regarding your natural gas service contract's expiration." The notice will describe any proposed changes to these Terms of Service and will explain your right to renew, terminate, or renegotiate this Agreement. After notifying you of the approaching expiration, we will follow your instructions. If you do not respond, your service will continue on a month-to-month basis at the variable rate described in Section 9, and you may cancel at any time without penalty.

11. **Assignment and Successors:** This Agreement may be transferred or assigned by BTY Energy only to another retail natural gas supplier certified by the PUCO. BTY Energy will give you prior written notice at least thirty (30) days before any assignment and will give at least fourteen (14) days' written notice to the Commission's staff and to your NGDC as required by rule 4901:1-29-10 of the Ohio Administrative Code. The supplier receiving the assignment must comply with all terms and conditions of this Agreement that were in effect before the assignment. After the assignment takes effect, BTY Energy will have no further obligations under this Agreement. You cannot transfer or assign this Agreement to another party. This Agreement is binding upon you and BTY Energy and will inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assignees.

12. **Information Release and Authorization**: By accepting this Agreement, you authorize BTY Energy to obtain from your NGDC the information necessary to enroll and serve your account, including account name and number, billing address, service address, telephone number, standard choice offer service type, rate classification, meter readings, historical and current natural gas usage, characteristics of natural gas service, and — where charges under this Agreement appear on your NGDC bill — billing and payment information. BTY Energy will use and disclose that information only for the operation, maintenance, assignment and transfer of your account and for collections and credit reporting, as permitted by rule 4901:1-29-09 of the Ohio Administrative Code. BTY Energy will not use or disclose your customer information for marketing purposes and will not release it to its affiliates or business partners, unless you sign a separate written release that complies with that rule. You may withdraw any such release at any time by calling BTY Energy or by written notice.

13. **Privacy and Customer Information**: BTY Energy will not release your social security number, account number(s), or any other customer information without your express written consent, except for BTY Energy's own collections and credit reporting, when assigning this Agreement to another service provider, where such release is required by court order or other legal authority including a PUCO order or rule, and except as permitted by rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.

14. **Warranty**: BTY ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. BTY ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. **Force Majeure (Uncontrollable Forces)**: BTY Energy will make commercially reasonable efforts to provide natural gas service but does not guarantee continuous supply of natural gas. Certain causes and events out of the control of BTY Energy ("Force Majeure Event(s)") may result in interruptions of service. BTY Energy will not be liable for any such interruptions caused by a Force Majeure Event. BTY Energy does not transmit or distribute natural gas. Therefore, you agree that BTY Energy is not, and shall not be, liable for damages caused by Force Majeure Events, including but not limited to, acts of God, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the NGDC's system, non-performance by the NGDC (including, but not limited to,

problems with its gas distribution facilities or lines), changes in laws, rules, or regulations of any governmental authority (including, but not limited to, the PUCO), or any cause beyond BTY Energy's control.

16. Liability Limit: THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST BTY ENERGY WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY WAIVE ANY RIGHT TO ANY OTHER REMEDY. IN NO EVENT WILL BTY ENERGY OR ANY OF ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. BTY ENERGY IS NOT LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM: (A) INTERRUPTIONS TO OR SHORTAGES OF NATURAL GAS SUPPLY; OR (B) ERRORS IN THE QUANTITY, QUALITY, AND MEASUREMENT OF NATURAL GAS. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE

17. Dispute Resolution: You understand that BTY Energy will attempt to resolve any disagreement or complaint you may have. If your complaint is not resolved after you have called BTY Energy, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. The Ohio Consumers' Counsel (OCC) represents residential utility 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.pickocc.org. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

18. Entire Agreement: These Terms of Service, together with the Contract Summary, constitute the entire agreement between BTY Energy and you and supersede any prior or contemporaneous oral or written agreement concerning the subject matter of this Agreement. There are no third-party beneficiaries to this Agreement. You will be bound by all the provisions of the Agreement. BTY Energy will not change the terms of this Agreement during the Initial Term. Changes may take effect only upon renewal and only after the notices described in Sections 9 and 10.

19. BTY Energy Contact Information: If you have a question about or disagree with the natural gas commodity portion of your bill, you may call BTY Energy's customer service center at 1-800-997-9217 Monday through Friday 10:00 a.m. to 5:00 p.m. EST (hours subject to change without notice). You may also write to BTY Energy at: 11811 Shaker Blvd Suite 429 Cleveland OH 44120. Please always include your account number with your correspondence.

20. Miscellaneous Provisions:

(a) The services provided by BTY Energy are governed by the terms and conditions of this document and the NGDC's tariff. In the event of non-payment owed to BTY Energy, you may be subject to termination of natural gas service and the suspension of distribution service under procedures approved by the Public Utilities Commission of Ohio. You may obtain additional information by contacting BTY Energy or the NGDC by the means provided in these Terms of Service.

(b) Energy delivery shall continue to be provided by your NGDC. Your natural gas service will be provided in accordance with your existing connection requirements unless you request a change by the NGDC and pay for the cost of that change. You may not resell any natural gas provided under this Agreement. The supply of natural gas under this Agreement will be measured at the delivery point by the NGDC providing the delivery service in accordance with the terms of the applicable tariff for natural gas service. BTY Energy and you are bound by the measurement from the meters owned, installed, maintained, and read by the NGDC.

(c) 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 laws.

21. Contact Information: In the event of an after-hours emergency, you can contact BTY Energy to hear a recordedmessage containing the emergency contact numbers for your LDU

Energy Services Company	BTY Energy 11811 Shaker Blvd Suite 429 Cleveland OH 44120 Phone (Toll Free):1-800-997-9217 Email: customerservice@btyenergy.com Hours of Operation: Mon-Fri, 9:00 a.m to 4:00 p.m. EST

Natural Gas Distribution Company	Enbridge Gas Ohio P.O. Box 5759 Cleveland, OH 44101-0759 1-800-362-7557 enbridgegas.com
In case of gas emergency, call:	1-800-542-2630
Public Utilities Commission of Ohio	Public Utility Commission of Ohio 180 E. Broad St Columbus, OH 43215 1-800-686-PUCO (7826) 1-800-686-1570 (TTY-TDD) www.puco.ohio.gov

Residential customers may also contact the Ohio Customer's Counsel for assistance with complaints and utility issues at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.com