DO NOT DISCARD; Important Electric Aggregation Information Enclosed

April 13, 2025

«Name»
«Billing_Address» «Billing_Address_2»
«Billing_City», «Billing_State» «Billing_Zip»

Dear Customer,

Electricity Rates Are Expected to Increase Dramatically!

The Public Utility Commission of Ohio ("PUCO") recently sent out a notice informing customers that rates are on the rise. The good news is the Trustees of Butler Township have proactively negotiated the Townships electric aggregation rate to help mitigate the increase. **The new rate, which will take effect with your next available meter read, will be $0.09199 per kWh through your May 2026 meter read.** After May 2026 and continuing through May 2028, your rate will be at our Customary Aggregation Program Rate, which will not change more than once every six months for the remaining term of the contract. The rate will be published on our website at www.archerenergy.com/butlermontgomery. The rate will be determined by a variety of factors which are described in the enclosed General Terms and Conditions. You can check out the PUCO article about the rising rates for yourself at:

puco.ohio.gov/news/nb-government-aggregation-update?utm_medium=email+&utm_source=govdelivery

We're Here to Help

The Townships elected officials engaged Archer Energy to offer this community wide aggregation program enabling the bulk purchase of electricity. This electricity aggregation program will protect your home or business from volatility in the energy markets.

Automatic Enrollment Process:

There is nothing that you need to do to take advantage of the negotiated savings program. As a current participant in the Butler Township aggregation, you are automatically enrolled unless you decide to opt-out via one of the methods below. There is no fee to participate in the program and you can cancel at any time without penalty. To learn more about the program, please see the enclosed General Terms and Conditions.

Participating is the Right Choice:

You don't need to do anything to get this exclusive rate. However, if you decide not to participate in the program, we must receive your opt-out response through one of the methods below by May 04, 2025:

- **Mail:** Detach and return the completed form below to Archer Energy at 9777 Fairway Dr. Powell, OH 43065
- **Call:** Archer Energy toll free at 844-795-7491 Monday thru Friday from 9am to 5pm

We appreciate your business and look forward to serving your electricity needs and keeping your costs low!

Butler Township & Archer Energy

BUTLER TOWNSHIP ELECTRIC AGGREGATION OPT-OUT FORM

☐ I do not wish to participate in the Butler Township Electric Aggregation Program and wish to be served under AES Ohio'S SSO Rate.

Customer Name: _____

Account Number: _____

Service Address: _____

Signature & Date: _____

Mail to:
Butler Township 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 are eligible. All customers are given the right to opt out at least every three years.

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. “Program” means the governmental electric aggregation program approved by your community "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")). Contract version is ARCHAGG3.31.25.

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 2028 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 $0.09199 per kWh for the period of your next available meter read through May 2026. After that period, the rate will be variable and may change no more than every six months. The rate will be available to view on our website at www.archerenergy.com/butlermontgomery. The rate will be posted at least 30 days ahead of implementation. Archer shall determine the rate based upon the following factors, including but not limited to, wholesale energy costs, capacity, renewable energy credit prices, line losses, other PJM charges , ancillary services, operational costs and administrative fees. This contract does not make any guaranties of savings. 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 canceled as well as any late payment charges.

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

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 additional to all other remedies available under this agreement or general law.

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 satisfactorily 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.

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 17-0732-EL-GAG

Summary: Opt-Out Notice Letter for the Electric Aggregation Program. electronically filed by Mr. Andrew Mitrey on behalf of Butler Township and Trebel Energy.