September 15, 2025

DO NOT DISCARD; Important Natural Gas Aggregation Information Enclosed

Village Of New Lebanon
195 S CLAYTON RD
NEW LEBANON, OH 45345

Dear Resident or Small Business,

Welcome to your community's natural gas aggregation program. Members of your community voted in favor of government aggregation, a program authorizing local officials to purchase natural gas from a retail natural gas service provider certified by the Public Utilities Commission of Ohio. To further increase your buying power, your community joined with 17 other area communities in selecting **Archer Energy** to be the natural gas supplier for the **Miami Valley Communications Council (MVCC)** Natural Gas Aggregation Program. A fixed rate price of $0.6625 per Ccf was negotiated beginning in October 2025 (November 2025 billing) through May 2027.

Upon enrollment in the program, ***you will continue to receive one consolidated invoice from CenterPoint Energy with your Archer gas supply charges included. No action is required on your behalf to participate in the program.***

Natural Gas Aggregation Benefits

The MVCC Natural Gas Aggregation Program provides benefits to participants such as:

- A ceiling for participants' natural gas supply pricing.
- Budget stability with a known rate that will not spike during peak gas consumption periods.
- Competitive pricing with a reasonable chance to be below CenterPoint Energy's default-service pricing.
- Flexible contract terms should a participant move out of the area or wish to join the program mid-term.
- Protection against consumers entering into risky supply agreements via door-to-door solicitations or random mailers.
- Participants can terminate at no charge if they find an alternative supplier option they prefer.
- No cost to enroll and no switching fee.

If you choose to Opt-Out:

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 **October 6, 2025**:

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

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MVCC NATURAL GAS AGGREGATION OPT-OUT FORM

☐ I do not wish to participate in the MVCC Natural Gas Aggregation Program and wish to be served under CenterPoint Energy's Standard Choice Offer.

Customer Name: ______________________

Account Number: ______________________

Service Address: ______________________

Signature & Date: ______________________

Mail to:
MVCC Opt-Out
9777 Fairway Dr.,
Powell, OH 43065

Terms & Conditions: The terms of the opt-out governmental aggregation program (the "Program") shall be pursuant to these Terms & Conditions, (hereinafter the "Agreement") entered into by Archer Energy, LLC (hereinafter "Archer") and the natural gas account holder of record (hereinafter "Client") and shall be effective beginning with the successful enrollment of Client's natural gas account with the Local Distribution Company ("LDC") estimated to commence with your Next available meter read, and continue through the May 2027 meter read and billing cycle. Client shall remain responsible for all fees incurred related to the consumption of natural gas during the term of this Agreement or any renewal term(s) regardless of when invoiced and whether invoiced by the LDC or Archer directly. Upon successful enrollment LDC terms dictate it may take 30-60 days before you receive your first bill with Archer as your supplier.

Price: During the term of this Agreement Archer will provide Client with natural gas supply at a fixed rate of $0.6625 per Ccf, plus applicable taxes and exclusive of any applicable LDC charges, third party fees, and applicable taxes.

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

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

Opt-Out, Recission, & Cancellation: Client may decline this Agreement by opting-out the community aggregation. For the Client to successfully opt-out, Archer must receive a valid opt-out notice via phone or US Mail during the opt-out period which shall be defined as twenty-one (21) days from the postmark date of the opt-out letter provided to Client. After the opt-out period expires, the Client shall be enrolled with the LDC pursuant to the terms of this Agreement. After enrollment with the LDC, Client shall have a seven (7) day period whereby Client may Rescind the enrollment declining this Agreement by contacting the LDC within the recission period. After the recission period lapses, Client each shall have the right to Cancel this Agreement at any time upon approximately 30 days advance notice which may be done so by either party without penalty or recourse except for any amounts for gas supply provided by Archer hereunder shall remain due in full regardless of when billed to Client. Upon Recission or Cancellation, Client shall bear the responsibility of arranging gas supply with an alternative third-party supplier or shall be returned to LDC supply offering(s). Client may incur switching fee(s) and may not be eligible for the same rate(s) as prior to enrollment with Archer. Client shall indemnify Archer for any additional gas supply charges incurred, switching fees, or lost opportunity cost related to arranging gas supply following Cancelation. This Agreement will automatically terminate if Client relocates outside of the Community, or their service is terminated by the LDC.

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

Contact Information: In the event of a billing concern or dispute, Client is encouraged to first contact Archer's Customer Care Center to discuss the matter toll free at (844) 795-7491 M-F 9am-5pm. Concerns can also be provided via email to info@ArcherEnergy.com or in writing to 9777 Fairway Dr., Powell, OH 43065. If Archer is unable to resolve a concern, Client should contact the LDC at the number listed on their most recent bill or refer their concern to the Public Utilities Commission (PUCO) for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with disputes and/or utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00p.m. weekdays, or at www.pickocc.org.

Amendment & Assignment: This Agreement constitutes the entire understanding of Archer and Client with respect to the subject matter hereof and supersedes, replaces, and cancels any and all similar Agreements or verbal communications between the

September 2, 2025

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

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If you choose to Opt-Out:

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- **Website:** www.archerenergy.com/mvcc
- **Call:** Archer Energy toll-free at 844-795-7491 Monday through Friday from 9am to 5pm

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