THE UNIFORM DISCLOSURE STATEMENT

Illinois Fixed Rate Agreement

American Power & Gas of IL, LLC (AP&G) • 10601 Belcher Road South, Seminole, FL 33777 • www.AmericanPowerAndGas.com
1-800-205-7491 (9:00 AM to 5:00 PM EST)

Rates and Product Information			
Price (in cents/kWh) and number of months this price stays in effect:	The fixed rate for the electric supply cost is $ 0.1150 per kWh for a total of 6 months.		
Utility Electric Supply Price to Compare (PTC) (in cents/kWh):	Price: 0.06552	Effective: 10/1/24	Expires: 5/31/25
American Power & Gas is not the same entity as your electric delivery company. You are not required to enroll with American Power & Gas. Beginning on 10/1/24, the utility electric supply price to compare is 0.06552 cents per kilowatt hour. The Electric Utility electric supply price will expire on 5/31/25. The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at www.pluginillinois.org.			
Other Periodic Charges:	AP&G does not have any other monthly charges.		
Length of the Contract:	6 months		
Subsequent Prices after the Initial Price:	N/A		
Contract Renewal			
Contract Renewal:	After Initial Term, unless otherwise agreed to or cancelled, this Agreement automatically renews to a new fixed rate contract for twelve months. For more details, see the AP&G Sales Agreement, Section 2 - Term.		
Right to Rescind and Cancel			
Rescission:	You have the right to rescind (stop) your enrollment within 10 calendar days after the date on your electric utility's written notice confirming the switch of your supplier. You may call us at 1-800-205-7491 or ComEd at 877-426-6331.		
Termination:	You have the right to terminate an agreement with an alternative retail electric supplier (ARES) **AT ANY TIME WITH NO TERMINATION FEES AND NO PENALTIES**. You may call us at 1-800-205-7491 to terminate this contract. The limit on early termination fees and penalties shall not apply to charges or fees for devices, equipment, or other non-electrical services.		

This is a sales solicitation and the seller is American Power & Gas of IL, LLC, an independent alternative retail electric supplier (RES). If you enter into a contract with the seller, American Power & Gas of IL, LLC will be your electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a consumer group or a consumer group program, or a governmental body or program of a governmental body.

If you have any questions or concerns about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795.

Date of Solicitation: See enrollment email   Agent Name/ ID: Online

ILLINOIS FIXED RATE ELECTRIC SUPPLY AGREEMENT

CONTRACT DISCLOSURE

American Power & Gas of IL, LLC (AP&G)
10601 Belcher Road South, Seminole, FL 33777
• The Fixed Rate of the electric supply cost is $ 0.1150 per kWh. The price does not include charges for services normally charged by the local utility, any applicable late fees, or taxes.
• The initial term of the contract is 6 months.
• **Unless otherwise agreed to or cancelled, upon completion of the Initial Term, this Agreement will automatically renew to a new 12-month agreement with a fixed rate of the electric supply cost which does not require the customer's affirmative consent.**
• There is no Early Termination Fee. The customer has a right to terminate their agreements with alternative retail electric suppliers at any time without any termination fees or penalties.
• AP&G does not require any deposits or prepayments from the customer.
• AP&G does not assess any fees for switching.
• This agreement does not offer guaranteed savings.
• The customer may rescind this agreement by contacting AP&G or the electric utility within 10 calendar days after the date on the electric utility's written notice to the customer confirming the switch.
• AP&G is an independent seller of electric power and energy service certified by the Illinois Commerce Commission (License No. 16-0549) and AP&G is not representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or consumer group program, or a governmental body or program of a governmental body.
• The electric utility remains responsible for the delivery of electric power and energy to the customer's premises and will continue to respond to any services calls and emergencies. The customer will receive written notification from the electric utility confirming a switch of the customer's electricity supplier.
Important toll-free telephone numbers: for AP&G 1-800-205-7491, for the electric utility 1-877-426-6331, and for the Commission's Consumer Services Division 1-800-524-0795
• A summary document entitled 'The Uniform Disclosure Statement' (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties other than charges or fees for devices, equipment, or other non-electrical services. Please read this contract and the UDS carefully.
Renewable Energy Product: 25% of your electric energy under this agreement will be matched with electricity generated by deliverable energy resources. See Section 3.1 for more information.
Rebate: For each of your electric and/or gas accounts that remain enrolled with AP&G for 12 consecutive months, AP&G will add up all twelve months and calculate your average month's supply charge. After you register and follow the terms of the rebate program, AP&G will send you a 25% rebate of that amount every twelve months. For more details, see Section 3.2 – Rebate.

SALES AGREEMENT

1. Agreement to Sell and Purchase Energy. This is an agreement between American Power & Gas LLC ("AP&G"), a retail electric supplier (RES), and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with AP&G (the "Agreement"). Subject to the terms and conditions of this Agreement, AP&G agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by AP&G, necessary to meet Customer's requirements based upon consumption data obtained by AP&G from the delivery schedule of your local electric utility "Utility"**.** There is no deposit required. AP&G is an independent seller of power and energy service certified by the Illinois Commerce Commission and does not represent or act on behalf of the electric utility, governmental bodies or consumer groups. The Utility may charge a fee to switch. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by AP&G from the Utility's delivery schedule. The Utility remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond to any service calls and emergencies; switching to an RES will not impact the Customer's electric service reliability. The customer will receive written notification from the Utility confirming a switch of the Customer's power and energy supplier.

2. Term. This Agreement shall commence as of the date the change of Customer's provider to AP&G with the next available meter reading is deemed effective by the Utility, and shall continue for 6 months thereafter (the "Initial Term"). **Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew to a new agreement with a fixed rate of the electric supply cost which does not require the customer's affirmative consent.** Either party may cancel or terminate this Agreement by providing 15 days advance notice of termination to the other party. If Customer switches back to the Utility, they may or may not be served under the same rates, terms and conditions that apply to other customers serviced by the Utility.

3. Pricing and Billing. The electric supply price per kWh for all electricity sold to the customer during the term under this Agreement is stated in the disclosure box above. Customer will receive a single bill for both commodity costs (provided by AP&G) and delivery costs (provided by your utility) from your Utility. Your Utility will also determine your billing intervals and any late payment fees. AP&G does not offer a budget billing service at this time. AP&G may assign and sell Customer accounts receivable to the Utility.

3.1 Renewable Energy Product. Electric customers are guaranteed that 25% of your energy (or the minimum amount required by the state, whichever is higher) will be matched with electricity generated by deliverable renewable energy resources, including one or more of biomass, biogas, hydropower, solar energy, wind energy, or any other qualifying renewal resources. AP&G complies with the Renewable Portfolio Standards as required by law. 25% of the electric energy provided by AP&G under this agreement shall be derived from RECs (Renewable Energy Credits). 22% is required to satisfy the Renewable Portfolio Standards of the state of Illinois. The remaining percent is from the purchase of Renewable Energy Credits. At this time, AP&G has not committed to a particular location for the source of its Renewable Energy Credits purchase for the coming year. Last year, the additional renewable energy resource type mix was 100% from wind and/or hydro energy outside the state of Illinois.

<u>Upgrade Option</u>: Customer may opt to upgrade from 25% to 100% renewable energy sources. The price for the additional 75% renewable energy will be comprised of the AP&G fixed rate plus three (3) cents per kilowatt-hour delivered. Customer can cancel the 75% upgrade option at any time by calling AP&G at 1-800-205-7491. The requested drop of the additional 75% renewable energy sourced supply will be processed immediately by AP&G and will become effective on the soonest date your utility's bill-processing system allows.

3.2. Rebate. To qualify for the rebate program, you must register for the AP&G rebate program and agree to receive your rebate electronically. Registration can be done at www.goapg.com/rebate. For each account that has registered and remains enrolled with AP&G for 12 continuous months on this program, AP&G will calculate the average month's supply charges and send the customer a 25% rebate of that amount. You will not be entitled to any rebate in the event that you fail to maintain or provide accurate information to AP&G regarding your linked bank account, are subject to any bank account freeze or seizure such that your linked bank account is unable to receive a payment from AP&G, or AP&G is otherwise unable to make a payment to your linked bank account through no fault of AP&G's own.

4. Termination. In order for AP&G to supply fixed price electricity, long term supply arrangements are made with generators of electricity to meet the forecasted consumption of you, the customer. There is no early termination fee (ETF). In the event of failure to remit payment when due by a customer, AP&G may terminate this agreement and commodity service by giving fourteen calendar days' notice. Failure to pay electric utility charges may result in the customer being disconnected in accordance with the electric utility tariff. In the event of outstanding payments due by the Customer, whether or not this agreement was terminated, AP&G may contact the Customer in order to collect any outstanding payments. The Customer has the right to terminate this agreement without penalty if a) the customer moves to an area not served by AP&G or b) where AP&G's charges a different rate.

5. Definitions. "Small commercial customer" means a commercial customer that is not a mercantile commercial customer. "Mercantile customer" means a medium, large or greater commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than fifteen thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states.

6. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of AP&G. AP&G may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the ICC.

7. Customer Information. Customer consents and authorizes AP&G to obtain Customer Information from the Utility. This authorization will remain in effect during the Initial Term and any applicable Renewal Term. Except as required by law, AP&G will not release Customer Information including the customer's social security number, account number or any other customer information without the Customer's written consent except for AP&G's own collections and credit reporting, or assigning a customer contract to another RES provider. Customer may rescind this authorization at any time by providing written notice thereof to AP&G or by calling AP&G at 1-800-205-7491. AP&G reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

8. Consumer Protections Regarding Termination of Services. The services provided by AP&G to Customer are governed by the terms and conditions of this Agreement. AP&G will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to AP&G, a Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the utility tariff. Customer may obtain additional information by contacting AP&G at 1-800-205-7491 or the ICC at 1-800-524-0795, or by writing to the ICC at: Illinois Commerce Commission, Attn: ICC, 527 East Capitol Ave, Springfield, IL 62701, or through its website at: https://www.icc.illinois.gov.

9. Rescission. The Customer may rescind the contract before submission of the enrollment request to the Utility by contacting AP&G. After the Utility processes enrollment, an electric Customer may rescind within 10 calendar days by calling the toll-free number or sending in written notice to the electric utility or by contacting AP&G at 1.800.205.7491 or in writing. Customer is liable for all AP&G charges until Customer returns to the Utility or goes to another supplier.

10. Agency & Power of Attorney. You appoint AP&G as your agent and grant AP&G a power of attorney to act on your behalf in acquiring the supplies and applicable utility account information necessary to meet your energy needs, contracting for and administering transportation, transmission and related services over interstate facilities and any Utility services necessary to deliver energy to your premises. AP&G provides these services to you at no additional charge, as they are already included in the price noted above. The foregoing is not intended to and in no way shall operate to create any fiduciary duties between AP&G and Customer, nor shall the foregoing operate to create any Principal-Agent relationship between AP&G and Customer for any other purposes.

11. Title. All energy sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be a location determined by AP&G, and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from AP&G to you.
12. Warranty. This Agreement, including any enrollment forms and applicable attachments, as written, makes up the entire Agreement between Customer and AP&G. AP&G makes no representations or warranties other than those expressly set forth in this Agreement, and AP&G expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.
13. Force Majeure. AP&G will make commercially reasonable efforts to provide electricity hereunder but AP&G does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of AP&G ("Force Majeure Events") may result in interruptions in service. AP&G will not be liable for any such interruptions caused by a Force Majeure Event, and AP&G 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 Utility (including, but not limited to, an outage of its electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond AP&G's control.
14. Liability. The remedy in any claim or legal proceeding by Customer against AP&G will be solely limited to direct actual damages, which will under no circumstances exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months of the time period in dispute. Customer shall not pursue or recover any additional damages or amounts from AP&G, and all other remedies at law or in equity are hereby waived. In no event will either AP&G 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. Customer & AP&G acknowledge that there are no third-party beneficiaries to this Agreement.
15. AP&G Contact Information. Customer may contact AP&G's Customer Service Center Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) at 1-800-205-7491, or customerservice@GoAPG.com or by writing to AP&G at: American Power & Gas, 10601 Belcher Road South, Seminole, Florida 33777.
16. Dispute Resolution. In the event of a billing dispute or a disagreement involving AP&G's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact AP&G by telephone or in writing as provided above within thirty (30) days of the disputed occurrence or the date of the billing statement in dispute. The dispute or complaint may be submitted by either party at any time to the ICC or by calling the ICC at 1-800-524-0795 or 1-217-782-2024. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of ICC. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, customers may contact the ICC for assistance at -800-524-0795 (toll free) from eight-thirty a.m. to five p.m. weekdays, or at http://www.icc.illinois.gov. Hearing or speech impaired customers may contact the ICC TTY at 1-800-858-9277. In the event Customer fails to report a dispute within thirty (30) days of the disputed occurrence or the date of the disputed billing statement, customer waives any and all rights to assert the dispute and any disputed invoice shall be deemed correct for all purposes. This thirty (30) day requirement shall take priority over all other provisions in this agreement.
17. Arbitration of Disputes/Waiver of Jury Trial/ and Participation in Class Actions. Except as to matters submitted to ICC as described in Paragraph 16 of this Agreement, any dispute between AP&G and Customer, whether arising or based in any contract, statute, regulation, or tort, shall be decided by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") and pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq.,and shall be venued exclusively in the State of Illinois and in the County where services are being provided under this Agreement, or where AP&G and Customer mutually agree. Any claim, arbitration, action, or proceeding shall proceed only on an individual basis. Neither AP&G nor Customer shall be permitted to join or consolidate disputes involving others in any claim, arbitration, action, or proceeding, nor shall any claim, arbitration, action, or proceeding be brought or maintained as a class action or in any representative capacity. **AP&G AND CUSTOMER UNDERSTAND THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY AND WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION**.
18. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of Illinois without regard to the application of its conflicts of law principles.
19. Taxes and Laws. 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 AP&G's net income, shall be paid by Customer, and Customer agrees to indemnify AP&G and hold AP&G harmless from and against any and all such taxes.
20. 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 ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, AP&G shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.
21. Emergency Service. The Utility will continue to respond to emergencies. In the event of an electric outage, service interruption or other emergency, Customer should immediately call the Utility at: ComEd 800-334-7661; NICOR 888-642-6748. Customer should then call AP&G at: 1-800-205-7491.
22. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In the case of telephonic or electronic enrollment, execution shall be deemed provided in accordance with, and pursuant to the methods authorized under the Illinois Administrative Codes.

AUTOMATIC CONTRACT RENEWAL

Fixed Rate Agreement

American Power & Gas of IL, LLC (AP&G)
10601 Belcher Road South
Seminole, FL 33777
www.AmericanPowerAndGas.com
1-800-205-7491 (9:00 a.m. to 5:00 p.m.)

Renewal Terms and Conditions Summary	
Length of contract (Initial Term):	**Your initial term is 6 months. This contract is estimated to end in 6 months. It could be later based on when the utility accepted the original enrollment.**
Length of contract (Renewal)	**The contract will automatically renew to a new 12-month term immediately following the last billing cycle of the initial term. For more details, see the AP&G Sales Agreement, Section 2 - Term.**
Price after the initial introductory price:	**The new fixed rate of the electric supply cost will be sent to you 30 to 60 days prior to the expiration of your existing agreement.**
Other monthly charges:	**AP&G does not have any other monthly charges.**
Early Termination Fees	
Early Termination Fee:	**None**
Cancellation	
Cancellation:	**You may cancel this agreement at any time without being charged any penalties or fees by contacting us at 1-800-205-7491 or email: help@goapg.com.**

To submit a consumer inquiry or complaint to the ICC and the Attorney General's Office, please contact:
ICC Phone: 800-524-0795
ICC Online Complaint/Inquiry Form: https://www.icc.illinois.gov/complaints/
AG Link: https://ccformsubmission.ilattorneygeneral.net/

The current rate per kWh and rate average history are available at www.AmericanPowerandGas.com/IL-Rates/ or available upon request by calling 1-800-205-7491.

If you have any questions or need a new copy of your complete terms and conditions, please contact our Customer Service at 1-800-205-7491 and they will be happy to assist you.