Stevens & Lee
17 N. Second Street, 16th Floor
Harrisburg, PA 17101
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Direct Dial: (717) 255-7365
Email: michael.gruin@stevenslee.com
Direct Fax: (610) 988-0852

July 15, 2026

VIA ELECTRONIC FILING
Secretary Matthew Homsher
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Application of Evergreen Gas & Electric, LLC for Approval to Offer, Render, Furnish or Supply Electric Supply Services
Docket No. A-2026-3062055

Dear Secretary Homsher:

On behalf of Evergreen Gas & Electric LLC, enclosed for filing as a supplement to the above-referenced Application please find its updated customer disclosure statements and contract summaries, as reviewed and approved by the Bureau of Consumer Services.

Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,
STEVENS & LEE

Michael A Gruin

Michael A. Gruin, Esq.

Enclosures
cc: Jeff McCracken, TUS

EVERGREEN GAS & ELECTRIC, LLC

520 BROAD STREET
NEWARK, NEW JERSEY 07102
1-877-201-2234

PENNSYLVANIA - VARIABLE RATE ELECTRIC CONTRACT SUMMARY v.06012026

This document summarizes the key terms of your contract with Evergreen Gas & Electric, LLC ("Evergreen")

<<Insert Customer Name, Address, City Zip Code>>

Electric Generation Supplier Information	**Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102** **1-877-201-2234** **www.evergreengande.com** You have chosen Evergreen as your electric generation supplier. Evergreen is not affiliated with your electric distribution company ("EDC"). Evergreen is responsible for the electric generation charges on your bill. These charges will appear on your EDC bill separate and apart from your EDC's distribution charges for delivering your electricity.
Price Structure	Variable Rate. The rate for the electricity supplied by Evergreen will be a variable rate that will vary based on numerous factors including, but not limited to, the cost of obtaining electricity from PJM Interconnection and all other sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards, Evergreen's expenses and margins, and all applicable taxes, fees, or assessments. **Variable means the price may go up or down. The price you pay under this variable rate contract can change every billing cycle and there is no limit on how much the price may change from one billing cycle to the next. You will receive notice of a variable rate change when you receive the bill with that rate.**
Generation/Supply Price	Your electricity supply rate for your first billing cycle with Evergreen is <<Rate>> per kWh. Thereafter, your rate will vary based on the factors described above.
Statement Regarding Savings	Evergreen's rate for electricity supply may be higher or lower than your EDC's rate, there is no guarantee of savings.
Deposit Requirements	Evergreen does not require a deposit.
Incentives	
Contract Start Date	Your Evergreen electric supply service will begin on the date set by your EDC.
Contract Duration/ Length	This Agreement shall continue until either Evergreen or Customer provides notice of termination to the other and the EDC completes the termination in accordance with its rules.
Cancellation/Early Termination Fees	You may cancel your Evergreen electricity supply service at any time, without cancellation fees.

End of Contract	If Evergreen wants to change the contract, you will receive two separate notices before the changes happen. You will receive the first notice 45 to 60 days before the change, and the second notice 30 days before the change. These notices will explain your options.
Right of Rescission	You will have 3 business days, following your receipt of the written Disclosure Statement, to rescind your enrollment with Evergreen. To rescind, contact Evergreen at 520 Broad St, Newark, New Jersey 07102, 1-877-201-2234, or contactus@evergreengande.com.

PENNSYLVANIA ELECTRIC DISCLOSURE STATEMENT – v.06012026

This is an agreement ("Agreement") for electricity generation supply services, between Evergreen Gas & Electric, LLC ("Evergreen") and

«FIRST_NAME» «LAST_NAME» ("Customer" or "you")
«ADDRESSLINE1» «CITY», «STATE» «ZIP»

BACKGROUND

Evergreen is licensed by the Pennsylvania Public Utility Commission (the "Commission") to offer and supply electric generation services in Pennsylvania. Evergreen's PUC license number is XXXXXXX.
Your generation prices and charges will be set by Evergreen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
You will continue to receive your bill from your Electric Distribution Company (EDC). It will contain the EDC's charges and Evergreen's charges. Your EDC will continue to provide all emergency repairs and services.

Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To do so, you may contact Evergreen at 520 Broad St, Newark, New Jersey 07102, by phone at 1-877-201-2234, or by email at contactus@evergreengande.com.

DEFINITIONS

Generation Charge - Charge for production of electricity. Transmission Charge - The costs for transporting electricity from the generation source to your EDC.

TERMS OF SERVICE

1. Price. You have chosen a Variable Rate product. For each billing cycle, the price for the electricity supplied pursuant to this Agreement will be calculated by multiplying (i) the variable rate for the electricity, by (ii) the amount of electricity consumed, as determined by the EDC's actual or estimated meter reads. Evergreen's rate for electricity supply does not include the EDC's charges and fees for delivering the electricity.
The rate for the electricity supplied pursuant to this Agreement during the first monthly billing cycle will be <<Rate>> per kWh. Thereafter, the rate will vary based on numerous factors including, but not limited to, the cost of obtaining electricity from PJM Interconnection and all other sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards, Evergreen's expenses and margins, and all applicable taxes, fees, or assessments. This rate includes Transmission Charges and estimated total state taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. **The rate may be higher or lower than the EDC's default supply rate in any particular billing cycle. Variable means the rate can go up or down. The price you pay under this variable rate contract can change each billing cycle and there is no limit on how much the price may change from one billing cycle to the next. You will not receive notice of a variable rate change until you receive the bill with that rate**. More information about this variable rate product, including what the average rate has been for the past 24 months, can be found at www.evergreengande.com or you can call 1-877-201-2234. However, please remember that past rates do not indicate present or future rates.
2. Length of Agreement. This Agreement shall commence as of the date Customer's enrollment with Evergreen is deemed effective by the EDC, and it shall continue until cancelled by either party.
3. Special Terms and Conditions.
Rebate Programs: From time-to-time Evergreen may offer a rebate program for new customers who enroll with Evergreen and maintain active accounts with Evergreen for a specified period of time. To be eligible to earn a rebate under any such rebate program, Customer will have 60 days to complete a validation process in accordance with the instructions that will be provided to Customer. Customer will also have to be an active customer of Evergreen, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in Evergreen's advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to Customer's actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by Customer will be sent to Customer at the address provided by Customer during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value ards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between Customer and the issuing bank, and will be subject to the terms

and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.

Renewable Energy Option: "Renewable" energy refers to energy that is generated from renewable resources, such as solar, wind, water or biomass. If you have chosen to participate in Evergreen's Renewable Energy Option, Evergreen will ensure that 100% of the customer's electricity usage is matched with renewable energy certificates or renewable energy attributes. Evergreen shall have up to 24 months from the end of each calendar year to address any deficiency that may have arisen in the renewable content of electricity sold under this Agreement during such calendar year. If you have chosen a Variable Rate product and the Renewable Energy Option, your rate for the electricity supplied will be Evergreen's standard Variable Rate plus an "adder" of up to 3 cents per kWh for the Renewable Energy Option. If you wish to remove the Renewable Energy Option from your account, please contact Evergreen Customer Service at 1-877-201-2234.

4. Early Termination Fees. You may cancel this contract at any time without an early termination fee.

5. Cancellation Provisions. Cancellation is effective on the date set by your EDC. Non-Payment – If your electricity service is terminated by your EDC, then this Agreement will be cancelled on the date that your electricity service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Company-Initiated Cancellation – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Customer-Initiated Cancellation – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above. Customer Move – If Customer moves from the address listed above, this Agreement is cancelled.

6. Change in Terms. If Evergreen wants to change the contract, 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 expiration date or the date the change becomes effective. These notices will explain your options.

7. Dispute Procedures. Contact Evergreen with any questions concerning the terms of service at 1-877-887-6866. If you are not satisfied after discussing your terms of service with Evergreen you may call or write to the **Public Utility Commission (PUC)**, **400 North Street, Harrisburg, PA 17120, 1-800-692-7380.**

8. Mandatory Arbitration and Class Action Waiver. Any dispute, controversy or claim arising out of, or related to, Evergreen's services under this Agreement that is not resolved directly between the parties or by the PUC (collectively, the "Claims"), shall be resolved by arbitration before the American Arbitration Association ("AAA") conducted under the AAA Commercial Rules and, if Customer is a Residential customer, the Consumer-Related Disputes Supplementary Procedures.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH AN ADMINISTRATIVE OR COURT PROCEEDING. FURTHER, 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. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PIDTDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Entire Agreement. This Agreement, including the Contract Summary and any attached enrollment form, constitutes the entire agreement between you and Evergreen. You acknowledge that you are not relying on any advice, statements, recommendations or representations of Evergreen or its Sales personnel other than the written statements in this Agreement and that you have made your own decision to enter into this Agreement.

10. Assignment. Evergreen may assign or transfer its rights or obligations under this Agreement. Prior to any such assignment, Evergreen will provide notice to you containing the name of the new electric generation supplier ("EGS"), the contact information for the new EGS, the estimated month and year that the assignment is expected to occur, and language informing you that the terms and conditions of the Agreement will remain unchanged. You may not assign or transfer your rights or obligations under this Agreement.
11. Choice of Law. This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law provisions thereof.
12. No Warranties. **Customer acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein, and Evergreen specifically disclaims all other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose or use.**
13. SEVERABILITY. Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement.
14. FORCE MAJEURE. Evergreen will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Evergreen ("Force Majeure Events") may result in interruptions in service. Evergreen will not be liable for any interruptions caused by a Force Majeure Event, and Evergreen is not, and shall not be, liable for damages caused by Force Majeure Events. Force Majeure Events shall include 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 (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond Evergreen's control.
15. LIMITATION OF LIABILITY. In no event shall Evergreen or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not Evergreen or Customer has been advised of the possibility of such damages. Evergreen's liability and Customer's exclusive remedies against Evergreen, for any damages caused by any service outage, defect or failure shall be the termination provisions set forth above in the Termination section above. Evergreen's liability for other claims arising in connection with any service or this Agreement, if not otherwise limited by another provision of this Agreement, shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by Customer for the applicable service during the 12 months preceding the month in which the damage occurred.
16. INDEMNIFICATION. Customer is responsible for, and will indemnify Evergreen against, any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity after its delivery to Customer's residence or place of business, as applicable.
17. CHANGE IN LAW. If at some future date there is a change in any law, rule, or regulation whereby Evergreen is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of Evergreen, this Agreement may be cancelled. If, at some future date, there is a change in a federal or state approved tariff affecting Evergreen's costs to purchase electricity required to provide your service, then, at the sole discretion of Evergreen, this Agreement may be modified to reflect those costs and you will be notified of these changes in service terms by two separate notices discussed in Section 6.
18. CONSENT FOR RELEASE OF INFORMATION. Evergreen may obtain Customer's historic and current billing and usage information from the EDC, and this information may be used by Evergreen to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer hereby consents to the EDC's release of this information to Evergreen. This consent will remain in effect for the duration of this Agreement, including the Initial Term and any Renewal Terms thereof. Evergreen will maintain the confidentiality of Customer's personal information including Customer's name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and federal and State laws.
19. NET METERING. If Customer currently has installed, or plans to install during the term of this Agreement, solar, wind, or other renewable electrical generating facilities to supply all or part of Customer's electricity usage, and such generating facility is, or will be, net-metered by the EDC, Customer must notify Evergreen of same. Evergreen will then determine whether Customer is eligible to enroll with Evergreen and/or to continue to be served by Evergreen. Evergreen reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer's electricity usage. If Evergreen elects to serve a net-metered

customer, Evergreen will credit the customer up to the total amount of the electricity that customer receives from Evergreen during an applicable period as required by applicable regulations, but will not compensate net-metering customers for any excess generation.

Contact Information:

Supplier: **Evergreen Gas & Electric, LLC**
PUC License No: XXXXXXX
520 Broad Street
Newark, New Jersey 07102
1-877-201-2234
www.evergreengande.com

Public Utility Commission, 400 North Street, Harrisburg, PA 17120, 800-692-7380, www.puc.pa.gov

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, by calling the Commission at (800) 692-7380 and the Office of the Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us.

EVERGREEN GAS & ELECTRIC, LLC
520 BROAD STREET
NEWARK, NEW JERSEY 07102
1-877-201-2234

PENNSYLVANIA - FIXED RATE-ETF ELECTRIC CONTRACT SUMMARY v.06012026

This document summarizes the key terms of your contract with Evergreen Gas & Electric, LLC ("Evergreen")

<<Insert Customer Name, Address, City Zip Code>>

Electric Generation Supplier Information	**Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102** **1-877-201-2234 www.evergreengande.com** You have chosen Evergreen as your electric generation supplier. Evergreen is not affiliated with your electric distribution company ("EDC"). Evergreen is responsible for the electric generation charges on your bill. These charges will appear on your EDC bill separate and apart from your EDC's distribution charges for delivering your electricity.
Price Structure	Fixed.
Generation/Supply Price	Your electricity supply rate during the Initial Term with Evergreen will be _________ per kWh.
Statement Regarding Savings	Evergreen's rate for electricity supply may be higher or lower than your EDC's rate, there is no guarantee of savings.
Deposit Requirements	Evergreen does not require a deposit.
Incentives	
Contract Start Date	Your Evergreen electric supply service will begin on the date set by your EDC.
Contract Duration/ Length	The Initial Term of this Agreement is _____ billing cycles.
Cancellation/Early Termination Fees	If you cancel the Agreement during the Initial Term you will pay an early termination fee of $10.00 for each billing cycle remaining in the Initial Term.
End of Contract	You will receive an initial notice 45 to 60 days prior to the expiration of the Initial Term. You will then receive an options notice 30 days prior to the expiration of the Initial Term advising you of your renewal options.
Right of Rescission	You will have 3 business days, following your receipt of the written Disclosure Statement, to rescind your enrollment with Evergreen. To rescind, contact Evergreen at 520 Broad St, Newark, New Jersey 07102, 1-877-201-2234, or contactus@evergreengande.com.

PENNSYLVANIA ELECTRIC DISCLOSURE STATEMENT – v.06012026

This is an agreement ("Agreement") for electricity generation supply services, between Evergreen Gas & Electric, LLC ("Evergreen") and

«FIRST_NAME» «LAST_NAME» ("Customer" or "you")
«ADDRESSLINE1» «CITY», «STATE» «ZIP»

BACKGROUND

Evergreen is licensed by the Pennsylvania Public Utility Commission (the "Commission") to offer and supply electric generation services in Pennsylvania. Evergreen's PUC license number is XXXXXXX.
Your generation prices and charges will be set by Evergreen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
You will continue to receive your bill from your Electric Distribution Company (EDC). It will contain the EDC's charges and Evergreen's charges. Your EDC will continue to provide all emergency repairs and services.

Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To do so, you may contact Evergreen at 520 Broad St, Newark, New Jersey 07102, by phone at 1-877-201-2234, or by email at contactus@evergreengande.com.

DEFINITIONS

Generation Charge - Charge for production of electricity. Transmission Charge - The costs for transporting electricity from the generation source to your EDC.

TERMS OF SERVICE

1. Price. For each billing cycle, the price for the electricity supplied pursuant to this Agreement will be calculated by multiplying (i) the agreed-upon fixed rate for the electricity, by (ii) the amount of electricity consumed, as determined by the EDC's actual or estimated meter reads. The fixed rate for electricity does not include the EDC's charges and fees.
Fixed Rate Product: You have chosen a Fixed Rate electric product. The rate for the electricity supplied pursuant to this Agreement during the Initial Term will be ______ per kWh. This rate includes Transmission Charges and estimated total state taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.
2. Length of Agreement. The Initial Term of this Agreement will begin on a date set by your EDC and it will continue for ____ billing cycles.
3. Special Terms and Conditions.
Rebate Programs: From time-to-time Evergreen may offer a rebate program for new customers who enroll with Evergreen and maintain active accounts with Evergreen for a specified period of time. To be eligible to earn a rebate under any such rebate program, Customer will have 60 days to complete a validation process in accordance with the instructions that will be provided to Customer. Customer will also have to be an active customer of Evergreen, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in Evergreen's advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to Customer's actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by Customer will be sent to Customer at the address provided by Customer during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value ards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between Customer and the issuing bank, and will be subject to the terms and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.
Renewable Energy Option: "Renewable" energy refers to energy that is generated from renewable resources, such as solar, wind, water or biomass. If you have chosen to participate in Evergreen's Renewable Energy Option, Evergreen will ensure that 100% of the customer's electricity usage is matched with renewable energy certificates or

renewable energy attributes. Evergreen shall have up to 24 months from the end of each calendar year to address any deficiency that may have arisen in the renewable content of electricity sold under this Agreement during such calendar year.

4. Early Termination Fees. All regular payments are to be made to your EDC.

If you terminate the Agreement prior to the end of the Initial Term you will pay an early termination fee, for each terminated account, of $10.00 for each billing cycle remaining in the Initial Term. The parties acknowledge and agree that the actual damages that Evergreen will suffer as a result of Customer's early termination or breach are difficult to assess, the early termination fee described herein is a reasonable estimate of such damages, and such early termination fee constitutes liquidated damages rather than a penalty.

5. Cancellation Provisions. Cancellation is effective on the date set by your EDC. Non-Payment – If your electricity service is terminated by your EDC, then this Agreement will be cancelled on the date that your electricity service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Company-Initiated Cancellation – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Customer-Initiated Cancellation – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above. Customer Move – If Customer moves from the address listed above, this Agreement is cancelled.

6. Renewal Provisions/Agreement Expiration/Change in Terms. If you have a fixed duration contract that will be ending, or whenever Evergreen wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. Customer will not be subject to a penalty or fee if the customer terminates the contract at any time between the date the options notice is issued and the expiration of the contract.

7. Dispute Procedures. Contact Evergreen with any questions concerning the terms of service at 1-877-887-6866. If you are not satisfied after discussing your terms of service with Evergreen you may call or write to the **Public Utility Commission (PUC)**, **400 North Street, Harrisburg, PA 17120, 1-800-692-7380.**

8. Mandatory Arbitration and Class Action Waiver. Any dispute, controversy or claim arising out of, or related to, Evergreen's services under this Agreement that is not resolved directly between the parties or by the PUC (collectively, the "Claims"), shall be resolved by arbitration before the American Arbitration Association ("AAA") conducted under the AAA Commercial Rules and, if Customer is a Residential customer, the Consumer-Related Disputes Supplementary Procedures.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH AN ADMINISTRATIVE OR COURT PROCEEDING. FURTHER, 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. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PIDTDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Entire Agreement. This Agreement, including the Contract Summary and any attached enrollment form, constitutes the entire agreement between you and Evergreen. You acknowledge that you are not relying on any advice, statements, recommendations or representations of Evergreen or its Sales personnel other than the written statements in this Agreement and that you have made your own decision to enter into this Agreement.

10. Assignment. Evergreen may assign or transfer its rights or obligations under this Agreement. Prior to any such assignment, Evergreen will provide notice to you containing the name of the new electric generation supplier ("EGS"), the contact information for the new EGS, the estimated month and year that the assignment is expected to occur, and language informing you that the terms and conditions of the Agreement will remain unchanged. You may not assign or transfer your rights or obligations under this Agreement.

11. Choice of Law. This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law provisions thereof.

12. No Warranties. **Customer acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein, and Evergreen specifically disclaims all other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose or use.**

13. SEVERABILITY. Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement.

14. FORCE MAJEURE. Evergreen will make commercially reasonable efforts to provide electricity hereunder but does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Evergreen ("Force Majeure Events") may result in interruptions in service. Evergreen will not be liable for any interruptions caused by a Force Majeure Event, and Evergreen is not, and shall not be, liable for damages caused by Force Majeure Events. Force Majeure Events shall include 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 (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond Evergreen's control.

15. LIMITATION OF LIABILITY. In no event shall Evergreen or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not Evergreen or Customer has been advised of the possibility of such damages. Evergreen's liability and Customer's exclusive remedies against Evergreen, for any damages caused by any service outage, defect or failure shall be the termination provisions set forth above in the Termination section above. Evergreen's liability for other claims arising in connection with any service or this Agreement, if not otherwise limited by another provision of this Agreement, shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by Customer for the applicable service during the 12 months preceding the month in which the damage occurred.

16. INDEMNIFICATION. Customer is responsible for, and will indemnify Evergreen against, any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity after its delivery to Customer's residence or place of business, as applicable.

17. CHANGE IN LAW. If at some future date there is a change in any law, rule, or regulation whereby Evergreen is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of Evergreen, this Agreement may be cancelled. If, at some future date, there is a change in a federal or state approved tariff affecting Evergreen's costs to purchase electricity required to provide your service, then, at the sole discretion of Evergreen, this Agreement may be modified to reflect those costs and you will be notified of these changes in service terms by two separate notices discussed in Section 6.

18. CONSENT FOR RELEASE OF INFORMATION. Evergreen may obtain Customer's historic and current billing and usage information from the EDC, and this information may be used by Evergreen to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer hereby consents to the EDC's release of this information to Evergreen. This consent will remain in effect for the duration of this Agreement, including the Initial Term and any Renewal Terms thereof. Evergreen will maintain the confidentiality of Customer's personal information including Customer's name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and federal and State laws.

19. NET METERING. If Customer currently has installed, or plans to install during the term of this Agreement, solar, wind, or other renewable electrical generating facilities to supply all or part of Customer's electricity usage, and such generating facility is, or will be, net-metered by the EDC, Customer must notify Evergreen of same. Evergreen will then determine whether Customer is eligible to enroll with Evergreen and/or to continue to be served by Evergreen. Evergreen reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer's electricity usage. If Evergreen elects to serve a net-metered customer, Evergreen will credit the customer up to the total amount of the electricity that customer receives from Evergreen during an applicable period as required by applicable regulations, but will not compensate net-metering customers for any excess generation.

Contact Information:

Supplier: **Evergreen Gas & Electric, LLC**
PUC License No: XXXXXXX
520 Broad Street
Newark, New Jersey 07102
1-877-201-2234
www.evergreengande.com

Public Utility Commission, 400 North Street, Harrisburg, PA 17120, 800-692-7380, www.puc.pa.gov

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, by calling the Commission at (800) 692-7380 and the Office of the Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us.

VERIFICATION

I, Michael Gruin, Counsel for Evergreen Gas & Electric, LLC verify that the information provided in the attached update to Application is true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsifications to authorities.

Michael A Gruin

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Michael Gruin

Date: July 15, 2026