Stevens & Lee

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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 Natural Gas Supply Services
Docket No. A-2026-3062002

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 NATURAL GAS 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>>

Natural Gas 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 natural gas supplier. Evergreen is not affiliated with your natural gas distribution company ("NGDC"). Evergreen is responsible for the natural gas supply charges on your bill. These charges will appear on your NGDC bill separate and apart from your NGDC's distribution charges for delivering your natural gas.
Price Structure	Variable Rate. Your rate for natural gas supply will be a variable rate that will fluctuate at Evergreen's discretion based on numerous factors including, but not limited to, current conditions on the NYMEX commodity exchange, the wholesale cost of natural gas, capacity costs, storage costs, balancing costs, cost of transportation of gas to the delivery point, Evergreen's expenses and margins and all applicable taxes, fees, or assessments. There is no cap on your variable rate, and there is no limit on how much the price may change from one billing cycle to the next. You will receive notice of variable rate changes when you receive the bill with that rate.
Natural Gas Supply Price	Your natural gas supply rate for your first billing cycle with Evergreen is ______ per CCF/Therm. Thereafter, your rate will vary based on the factors described above.
Statement Regarding Savings	Evergreen's variable rate for natural gas supply may be higher or lower than your NGDC's rate, there is no guarantee of savings.
Deposit Requirements	Evergreen does not require any deposit.
Incentives	
Contract Start Date	Your Evergreen natural gas supply service will begin on the date set by your NGDC.
Contract Duration/Length	This agreement will continue until cancelled by either party.
Cancellation/Early Termination Fees	You may cancel your Evergreen natural gas supply service at any time without cancellation fees.
End of Contract	If Evergreen proposes to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.
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 Street, Newark, NJ 07102, by phone at 1.877-201-2234, or by email at contactus@evergreengande.com.

See the Disclosure Statement for complete terms and conditions.

PENNSYLVANIA NATURAL GAS DISCLOSURE STATEMENT – v.06012026

This is an agreement ("Agreement") for natural gas 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 to offer and supply natural gas in Pennsylvania. Evergreen's PUC license number is XXXXXXXX.
Your commodity prices and charges will be set by Evergreen. The Public Utility Commission regulates distribution or delivery prices and services.
You will continue to receive your gas bill from your Natural Gas Distribution Company (NGDC). It will contain the NGDC's charges and Evergreen's charges. Your NGDC 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 Street, Newark, NJ 07102, by phone at 1.877-201-2234, or by email at contactus@evergreengande.com.

DEFINITIONS

Commodity Charges: The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

TERMS OF SERVICE

1. Price - For each billing cycle, the price for the natural gas supplied pursuant to this Agreement will be calculated by multiplying (i) the agreed-upon variable rate for the natural gas, by (ii) the amount of natural gas consumed, as determined by the NGDC's actual or estimated meter reads. The rate for natural gas does not include the NGDC's charges and fees.
Variable Rate Product: You have chosen a Variable Rate natural gas product. The rate for the natural gas supplied pursuant to this Agreement during the first billing cycle will be ______ per CCF/Therm. Thereafter, the rate will fluctuate at Evergreen's discretion. When setting rates, Evergreen will consider numerous factors including, but not limited to, current conditions on the NYMEX commodity exchange, the wholesale cost of natural gas, capacity costs, storage costs, balancing costs, cost of transportation of gas to the delivery point, Evergreen's expenses and margins and all applicable taxes, fees, or assessments. The rate includes natural gas Commodity Charges and estimated total state taxes but excludes applicable state and local Sales Tax. **There is no limit on how much the rate may change from one billing cycle to the next. The rate may be higher or lower than the NGDC's rate in any particular billing cycle. There is no cap on the rate.** You will receive notice of variable rate changes when you receive the bill with that rate. More information about this variable rate product, including what the 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 on the date set by the NGDC, and it shall continue until either Evergreen or Customer cancels it.
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 cards 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.
Carbon Offset Gas Option: If you have chosen Evergreen's Carbon Offset Gas option, Evergreen will purchase carbon offsets and/or carbon credits to match 100% of your natural gas consumption (at a rate of 1 metric ton of offsets/credits per 188.6 therms of natural gas supplied). Evergreen may take up to 12 months following each calendar year in which this Agreement is in effect to address any deficiency that may arise in the carbon offsets/credits purchased.
4. Early Termination Fees - There are no early termination fees for termination of a Variable Rate Agreement.

5. Cancellation Provisions – Customer may terminate this Agreement by contacting Evergreen or the NGDC. Company-Initiated Cancellation – If Evergreen cancels the Agreement for any reason other than for your non-payment, Evergreen will follow applicable rules in providing notice to you. Non-Payment – If your natural gas service is terminated by your NGDC, then this Agreement will be cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid for our charges for natural gas supply up to the date of termination. Customer Move – If Customer moves from the address listed above, this Agreement is cancelled. Customer-Initiated Cancellation – If you cancel this Agreement you will owe us for amounts unpaid up to the date of cancellation.

6. Change in Terms – If Evergreen proposes to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to the notifications, your service with Evergreen will continue as set forth in the notifications.

7. Dispute Procedures - Contact Evergreen with any questions concerning the terms of service at 1.877.201.2234. If you are not satisfied after discussing your terms of service with Evergreen you may call or write to the **Public Utility Commission (PUC), Bureau of Consumer Services, 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 PRESIDE 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 after first informing you in writing of such transfer or assignment. You will receive prior notification of any subsequent assignment which will include the name of the new NGS, the contact information for the new NGS and that contract terms and conditions 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 natural gas hereunder but does not guarantee a continuous supply of natural gas 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 NGDC (including, but not limited to, a facility outage on its distribution system), 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 natural gas 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 the natural gas required to provide your service, then, at the sole discretion of Evergreen, this Agreement may be modified to reflect those costs. You will be notified of these changes in service terms by two separate notices discussed in Section 6.

Contact Information:

Supplier: Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102, 1.877.201.2234, www.evergreengande.com

Information about shopping for a natural gas supplier is available from:

Pennsylvania Public Utility Commission (PUC)
400 North Street, Harrisburg, PA 17120
1-800-692-7380
www.pagasswitch.com

Pennsylvania Office of Consumer Advocate
www.oca.state.pa.us

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

PENNSYLVANIA - FIXED PRICE - ETF NATURAL GAS 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>>

Natural Gas 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 natural gas supplier. Evergreen is not affiliated with your natural gas distribution company ("NGDC"). Evergreen is responsible for the natural gas distribution charges on your bill. These charges will appear on your NGDC bill separate and apart from your NGDC's distribution charges for delivering your natural gas.
Price Structure	Fixed Rate.
Natural Gas Supply Price	Your natural gas supply rate with Evergreen during the Initial Term will be ________ per CCF/Therm.
Statement Regarding Savings	Evergreen's rate for natural gas supply may be higher or lower than your NGDC's rate, there is no guarantee of savings.
Deposit Requirements	Evergreen does not require any deposit.
Contract Start Date	Your Evergreen natural gas supply service will begin on the date set by your NGDC.
Contract Duration/Length	The Initial Term of this Agreement is ________ billing cycles.
Cancellation/Early Termination Fees	If Customer terminates this Agreement during the Initial Term, Customer will be subject to and early termination fee, for each terminated account, of $10.00 for each billing cycle remaining in the Initial Term.
Incentives	
End of Contract	You will receive an initial notice within 60 to 75 days before the expiration of the Initial Term. Also, you will receive an options notice approximately 45 days prior to the expiration of the Initial Term advising you of your renewal options.
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 Street, Newark, NJ 07102, by phone at 1.877-201-2234, or by email at contactus@evergreengande.com.

See the Disclosure Statement for complete terms and conditions.

PENNSYLVANIA NATURAL GAS DISCLOSURE STATEMENT – v.06012026

This is an agreement ("Agreement") for natural gas 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 to offer and supply natural gas in Pennsylvania. Evergreen's PUC license number is XXXXXXXXX.
Your commodity prices and charges will be set by Evergreen. The Public Utility Commission regulates distribution or delivery prices and services.
You will continue to receive your gas bill from your Natural Gas Distribution Company (NGDC). It will contain the NGDC's charges and Evergreen's charges. Your NGDC 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 Street, Newark, NJ 07102, by phone at 1-877-201-2234, or by email at contactus@evergreengande.com.

DEFINITIONS

Commodity Charges: The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

TERMS OF SERVICE

1. Price - For each billing cycle, the price for the natural gas supplied pursuant to this Agreement will be calculated by multiplying (i) the agreed-upon variable or fixed rate for the natural gas, by (ii) the amount of natural gas consumed, as determined by the NGDC's actual or estimated meter reads. The fixed rate for natural gas does not include the NGDC's charges and fees.
Fixed Rate Product: You have chosen a Fixed Rate natural gas product. The rate for the natural gas supplied pursuant to this Agreement during the Initial Term will be ______ per CCF/Therm. This rate includes estimated total state taxes but excludes applicable state and local Sales Tax.
2. Length of Agreement – *Fixed Rate Product*: The Initial Term of this Agreement will begin on a date set by your NGDC 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 cards 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.
Carbon Offset Gas Option: If you have chosen Evergreen's Carbon Offset Gas option, Evergreen will purchase carbon offsets and/or carbon credits to match 100% of your natural gas consumption (at a rate of 1 metric ton of offsets/credits per 188.6 therms of natural gas supplied). Evergreen may take up to 12 months following each calendar year in which this Agreement is in effect to address any deficiency that may arise in the carbon offsets/credits purchased.
4. Early Termination Fees – If you terminate this Agreement prior to the end of the Initial Terman you will pay an early termination fee, for each terminated account, of $10.00 per 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 NGDC. Non-Payment – If your natural gas service is terminated by your NGDC, then this Agreement will be cancelled on the date that your natural gas service is terminated. You will owe

us for amounts unpaid for our charges for natural gas supply 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 approaching the expiration date, or whenever Evergreen proposes to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

7. Dispute Procedures - Contact Evergreen with any questions concerning the terms of service at 1.877.201.2234. If you are not satisfied after discussing your terms of service with Evergreen you may call or write to the **Public Utility Commission (PUC), Bureau of Consumer Services, 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 PRESIDE 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 after first informing you in writing of such transfer or assignment. You will receive prior notification of any subsequent assignment which will include the name of the new NGS, the contact information for the new NGS and that contract terms and conditions remain unchanged. You may not assign or transfer your rights or obligations under this Agreement.~~Evergreen may assign or transfer its rights or obligations under this Agreement after first informing you in writing of such transfer or assignment. The terms of this Agreement will remain unchanged after such assignment. You will receive prior notification of any subsequent assignment. 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 natural gas hereunder but does not guarantee a continuous supply of natural gas 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 NGDC (including, but not limited to, a facility outage on its distribution system), 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 natural gas 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 the natural gas 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.

Contact Information:

Supplier: Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102, 1-877-201-2234, www.evergreengande.com

Information about shopping for a natural gas supplier is available from:

Pennsylvania Public Utility Commission (PUC)
400 North Street, Harrisburg, PA 17120
1-800-692-7380
www.pagasswitch.com

Pennsylvania Office of Consumer Advocate
www.oca.state.pa.us

VERIFICATION

I, Michael Gruin, Counsel for Evergreen Gas & Electric, LLC verify that the information provided in the attached Application Supplement are 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

____

Michael Gruin

Date: July 10, 2026