

**AGREEMENT TO PROVIDE COMPETITIVE RETAIL ELECTRIC SERVICE
TO A GOVERNMENTAL AGGREGATION PROGRAM
BY AND BETWEEN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO AND
ARCHER ENERGY LLC**

This Agreement is made this 21st day of September, 2023 by and between Orange Township, Delaware County, Ohio (the "Township" or "Governmental Aggregator") and Archer Energy LLC ("Archer"). Governmental Aggregator and Archer are referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Township has passed a resolution to establish an "opt-out" governmental aggregation program for the sale and purchase of electricity ("Program") to certain residents and businesses that are eligible, pursuant to R.C. 4928.20.

WHEREAS, the Township also has received authorization to establish a governmental aggregation program, which was approved by the electorate of the Township on March 11, 2015. Thus, the Township has been duly authorized to act for the Program to purchase the retail electric services provided in this Agreement.

WHEREAS, the Township has been certified by the Public Utilities Commission of Ohio in Case No. 13-2024-EL-GAG as a governmental aggregator pursuant to Chapter 4901:1-24, Ohio Administrative Code ("O.A.C.").

WHEREAS, Archer has been certified by the Public Utilities Commission of Ohio as a competitive retail electric service ("CRES") supplier.

WHEREAS, based upon Orange Township's Program and the proposals received, the Township has determined that Archer best meets the needs of the Township's Program and has selected Archer as the exclusive supplier for its Program during the time period set forth in Attachment A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms, the Parties, intending to be legally bound, agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 Eligible Customer: "Eligible Customer" means a customer who is eligible to participate in the Program in R.C. 4928.20, and shall not include (a) mercantile customers as defined in Section 4928.01, ORC; (b) customers as provided in R.C. 4928.20(H); and (c) customers as provided in R.C. 4928.21(C).

1.2 Consumers: "Consumers" means the users of Archer's electricity services who are the eligible residential and non-mercantile customers in Governmental Aggregator's political boundaries that do not opt out of the Program.

1.3 Distribution Company: The Eligible Customers of the Program are located in the service territory of Ohio Power Company ("AEP" or "EDU"). AEP shall continue to be the electric

delivery company and will provide distribution services for the entire electric commodity supplied under this Agreement.

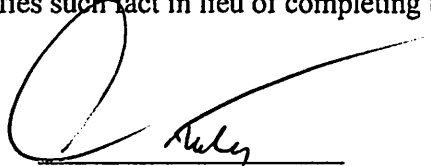
1.4 Consultant: The Township has retained the consulting services of a PUCO-certified electricity aggregator and broker to assist in managing this Program ("Trebel" or "Consultant").

1.5 Governmental Aggregator: Governmental Aggregator shall maintain its certification at all times throughout the term of this Agreement and any extension(s). Governmental Aggregator and Consultant shall have no financial responsibility with respect to its obligations under this Agreement, except with respect to the actions associated with obtaining and maintaining its status of a governmental aggregator. Governmental Aggregator and Consultant do not assume the payment or credit risk for any non-payment on behalf of any Consumer in its Program. On behalf of Consumers, Governmental Aggregator reserves the right to review and approve Archer's terms and conditions for Archer's agreement with Consumers.

1.6 Supplier: Archer shall be the sole and exclusive supplier of competitive retail electric service for all Eligible Customers of the Program who do not opt out of the Program. Archer shall act under this Agreement as an independent contractor to Governmental Aggregator, and shall not be deemed an employee or representative of Governmental Aggregator. No agency, employment, joint venture, or partnership is created between the Parties pursuant to the terms of this Agreement.

The Township is a public employer as defined in R.C. 145.01(D). The Township has classified Archer as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement Systems ("OPERS") for or on behalf of Archer and/or its officers, officials, employees, representatives, agents and/or volunteers for services and/or deliveries rendered/received pursuant to this Agreement. Archer acknowledges and agrees that the Township, in accordance with R.C. 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If Archer is an individual or has less than five employees, Archer shall complete and have each of its employees complete, pursuant to R.C. 145.038, an OPERS Non-Member Acknowledgement Form, a copy of the which is attached hereto ("Exhibit B").

If Archer has five (5) or more employees, Archer, by its signature of an authorized representative below, hereby certifies such fact in lieu of completing the form:

A handwritten signature in black ink, appearing to read "Archer", is written over a horizontal line.

Archer Energy LLC

SECTION 2 ARCHER'S RESPONSIBILITIES

2.1 General Responsibility: Archer will undertake, perform and complete the services described in this Agreement, including the provision of full-requirements electric power and power-related services to Consumers. Archer's services include the procurement of generation and generation-related charges, and the arrangement of delivery of those services by the EDU to Consumers' delivery points.

2.2 Eligible-Customer List: Governmental Aggregator will seek, at Archer's request, to obtain the eligible-customer list from AEP. Archer is responsible for paying the cost of obtaining the eligible-customer list from AEP and/or any other source it deems useful in creating an accurate eligible-customer list. Governmental Aggregator shall share its resources (including assistance from Consultant) to help mitigate the cost of creating or obtaining the eligible-customer list from AEP.

Archer shall review and finalize the eligible-customer list, to the best of its abilities, to ensure that only customers who are eligible to participate in the Program are included in the list.

For purposes of this Agreement, the following customers are not eligible to participate and shall not be included in the initial opt-out Aggregation Program (collectively, the "Ineligible Customers"):

1. A customer located in the certified territory of a non-profit electric supplier;
2. A customer served by transmission or distribution facilities of a municipal electric utility;
3. A customer that has opted out of the aggregation (subject to such customer's right to subsequently affirmatively elect to opt-into the Aggregation Program in accordance with the Aggregation Program's Plan and Applicable Law);
4. A customer that is enrolled with another competitive supplier (subject to such customer's right to subsequently affirmatively elect to opt-in to the Aggregation Program in accordance with the Aggregation Program's Plan and Applicable Law);
5. A customer that has a special arrangement with AEP pursuant to R.C. 4905.31 and Rule 4901:1-38, O.A.C.;
6. A customer that is not located within the Township's boundaries;
7. A customer enrolled in the percentage of income payment plan program ("PIPP") administered by the Ohio Department of Development; and
8. A customer that affirmatively elects to be placed on PUCO's "do not aggregate" list aggregation and Applicable Law.

2.3 Initial Opt-Out: To comply with the disclosure statements required by R.C. 4928.20(D), Archer shall print and mail opt-out notice packets to Eligible Customers appearing on the finalized eligible-customer list. The packet shall contain (a) an opt-out notice approved by Governmental Aggregator, (b) the terms and conditions of the Consumer contract provisions as written by Archer and approved by Governmental Aggregator, and (c) other information as agreed upon by Archer

and Governmental Aggregator. The opt-out notice shall state, at a minimum, that the Eligible Customer will be enrolled automatically in the Program and will remain so enrolled unless the Eligible Customer affirmatively elects to not be so enrolled. The opt-out notice shall prominently state the other terms and conditions, rates, and charges of the Program. Archer shall incur all costs associated with preparing, printing and mailing the initial opt-out notice packets.

Archer shall handle all Eligible Customer and Consumer calls and concerns. Archer's telephone number will be provided in all written correspondence sent to Eligible Customers and Consumers, so that they can seek answers to those questions and concerns. Archer recognizes that Governmental Aggregator is dependent upon Archer for handling these calls and inquiries.

Archer shall enroll any Eligible Customer not opting out of the Program. If AEP charges a switching fee for all Eligible Customers joining the Program, Archer shall pay the fee. Upon notice and request to opt-out before the commencement of the Program, Archer will not enroll such Eligible Customer.

Archer shall receive the opt-out responses and prepare a list of those Consumers to be enrolled in the Program. Archer shall coordinate, share information, and verify with AEP for the transfer of accounts.

If an Ineligible Customer receives an opt-out notice and is enrolled in the Program, upon notice and knowledge to Archer, Archer shall take steps immediately to return the Ineligible Customer to AEP or the CRES provider as appropriate. Archer will be responsible to reimburse any switching fee and additional charges resulting from the improper switch.

2.4 After the Initial Opt-Out: Any Consumer enrolled in the Program shall have the opportunity to opt out of the Program at any time without paying an early termination fee.

Any Consumer that opts out of the Program after its commencement shall default to the standard service offer provided by AEP under R.C. 4928.141.

After the initial opt-out process, Archer and Governmental Aggregator may conduct additional opt-outs ("Refresh Opt-Outs") potentially on a semi-annual basis or at some other time or frequency as mutually agreed upon by Archer and Governmental Aggregator, with the assistance of the Consultant. Refresh Opt-Outs shall also provide to new Eligible Customers the opportunity to join the Program. All Refresh Opt-Outs shall be conducted in the same manner as the initial opt-out. Archer shall incur all costs associated with the execution of future refresh opt outs.

If a Consumer joins the Program and then moves to a new location within the Township and within AEP's service territory and if that Consumer notifies Archer and Archer receives appropriate documentation, Archer shall re-enroll that Consumer in the Program. The appropriate documentation includes a signed agreement or verified telephone enrollment or internet enrollment in the Program. The Program's price, terms, and conditions shall remain the same for the remainder of the Consumer's initial term at the prior address.

Any Consumer wishing to join at a later date that is eligible shall be given the opportunity to opt into the Program at the same price, terms, and conditions of the Program at the time of enrollment.

Any new residential or non-mercantile entrant into the Township that is located within AEP's service territory who moves into an existing dwelling or facility at the time of the execution of this Agreement shall be enrolled in the Program at Archer's sole discretion.

Newly built dwellings and facilities that are eligible for the Program will be permitted to enroll during Refresh Opt-Outs, or from time to time in Archer's sole discretion.

Notwithstanding anything to the contrary herein, Archer agrees that, upon notification by a former customer of the Program, and once Archer is provided with appropriate documentation, Archer shall re-enroll in the Program any Customer who was formerly a member of the Program that moves to a new location within Township and within the EDU's service territory, if said Customer is eligible and affirmatively elects to opt-in to the Program. Appropriate documentation shall include a signed agreement, telephone verification of enrollment, or internet enrollment into the Program. The price, terms, and conditions, once a Customer is re-enrolled shall continue for the remainder of the Customer's initial term at the customer's prior address, although in no event shall the term exceed the term of this Agreement. Any new, eligible residential or non-mercantile commercial entrant into Township that is located within the EDU's service territory and that moves into any facility previously existing at the time of execution of this Agreement may affirmatively elect to opt-in to the Program. Newly constructed facilities that are eligible will be permitted to affirmatively enroll or opt in to the Program, and may enroll during Refresh Opt Outs.

Should this Agreement be renewed for subsequent periods, any person enrolled in the Electrical Aggregation Program shall have the opportunity to opt out of the program every three (3) years, without paying a switching fee.

2.5 Other: Solely for purposes of the Program pursuant to R.C. 4928.20, the Government Aggregator is authorized to obtain and verify the usage data and historical load and load forecast information, related to the Customer's usage, from the EDU or other supplier. Archer agrees to provide such Customer data to Consultant on a monthly basis. Archer agrees to not use the Customer data obtained for purposes of the Program for any other purpose, including solicitation or marketing purposes for its own business interests. Archer shall promptly provide any notices received from the EDU to the Governmental Aggregator and Consultant in connection with Eligible Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the EDU system,

Archer's arrangements for the supply of electricity shall comply with the AEP choice program in Ohio. Archer will supply to meet full electricity requirements of the Program. Archer's pricing shall not include AEP charges, fees, expenses or taxes.

If the Public Utilities Commission of Ohio requires information or documents regarding the Program, Archer agrees to assist in compiling all requested information in its possession or control.

2.6 Records Retention: Archer, for a minimum of three (3) years after termination of this Agreement, shall retain and maintain, and assure that all of its subcontractors retain and maintain, all records and /or information related to this Agreement, including, but not limited to, all records, documents, financial documents, and /or writings. If an audit, litigation, or other action is initiated during the term of this Agreement, Archer shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records and/or information until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Archer, at its sole cost and expense, shall procure and maintain workers compensation insurance coverage. Additionally, Archer, at its sole cost and expense, shall procure and maintain general liability insurance to cover claims for bodily injury, death, or property damage which arise from Archer's provision of CRES Service under this Agreement; provided that Archer may opt to self-insure in accordance with its standard insurance coverage for similar risks and liabilities.

2.7 Call Center, Service Inquiries and Service Notices to Enrolled Customers: Archer shall maintain a call center with a toll-free telephone number that is capable of accommodating Enrolled and Eligible Customer inquiries and complaints of Enrolled and Eligible Customers regarding billing and the Aggregation Program. Notice of call center availability and a toll-free telephone number shall be provided to Enrolled and Eligible Customers in the Customer Terms and Conditions. Enrolled and Eligible Customers may direct inquiries regarding this Agreement, CRES service provided through the Aggregation Program and any electric generation supply or billing questions to the Archer call center. Enrolled and Eligible Customers shall be advised to direct inquiries concerning EDU-related reliability, emergency, power outage, wire or service maintenance, metering, distribution service billing or other similar Utility-related concerns to their respective Utility.

SECTION 3 TERM OF THIS AGREEMENT

3.1 Initial Term: Electricity will begin to flow to the Consumers participating in the Program as defined in Attachment A. This Agreement and Archer's responsibilities shall continue through the term, as defined in Attachment A ("Initial Term").

3.2 Extensions: Archer and Governmental Aggregator may agree to extend this Agreement, upon executing an agreement to that effect. Nothing herein should be construed to prohibit such extension(s).

3.3 Expiration: Upon expiration of this Agreement, Archer shall reasonably cooperate with Governmental Aggregator and any new supplier, if a new CRES supplier is selected, to transition the Program. Such cooperation includes providing a current list of Consumers who are participating in the Program. If this Agreement expires and a new supplier is not selected, Archer will take reasonable and timely actions to return the participating Consumers to AEP's standard service offer consistent with the PUCO's rules.

SECTION 4 ELECTRICITY SUPPLY SALE AND PURCHASE

4.1 Delivery, Sale and Price: Archer shall schedule the supply of electricity as required by the regional transmission organization, PJM Interconnection LLC ("PJM"), and will supply the electricity for Consumers in the Program pursuant to this Agreement to the applicable PJM Zone(s)

("Point of Delivery") set forth in Attachment A to this Agreement. Archer will sell the electricity supply to Consumers in the Program at the price or pricing structure set forth in Attachment A to this Agreement and Consumers shall purchase the electricity supply at the price or pricing structure set forth in Attachment A to this Agreement. The electricity supply shall comply with the rules and regulations of the AEP's choice program and the Public Utilities Commission of Ohio.

4.2 Invoices and Payments: Archer shall invoice Consumers through AEP's utility-consolidated bills. All payments to Archer for electricity supplied under this Agreement shall come from AEP, unless AEP releases the charges to Archer for collection.

4.3 Budget Billing: Archer will offer budget billing to residential Consumers in good standing. The budget billing amount is based on a projection of the Participating Customer's energy usage for the remaining term of the Program calculated using 12 months historical usage, where available, plus a small adder to minimize future true-up amounts.

SECTION 5 DEFAULT AND TERMINATION

5.1 Material Breach by Failure to Deliver Electricity: If Archer fails to meet its obligations to deliver electricity under this Agreement and its failure is not excused by this Agreement, Archer shall reimburse the affected Consumer(s) for the difference between (a) Archer's price as set forth in Attachment A to this Agreement and (b) the price that the Consumer(s) paid for the replacement electricity, plus reasonable costs to procure that replacement electricity as needed to meet the Consumer's needs for the period from the date of the failure to deliver electricity until the earlier of the date electricity service resumes pursuant to the terms of the Agreement or the date this Agreement terminates. Archer shall have no obligations under this Section 5.1 unless Governmental Aggregator provides written notice to Archer of any failure to deliver electricity within fifteen business days of the delivery failure. Any request for reimbursement under this Section 5.1 from an affected Consumer must be in writing and provide reasonable documentation to support the replacement electricity price and any incurred reasonable costs. Such request may come from an individual customer or the Governmental Aggregator.

5.2 Events of Termination: Either Party may terminate this Agreement early for a material breach of any terms herein or if the following occurs:

- It becomes unlawful for either Party to perform under this Agreement as a result of a change in applicable law except for any change in law resulting from an action by Governmental Aggregator.

5.3 Notice and Subsequent Actions: Upon learning of an event in Section 5.1 or 5.2, the adversely affected Party shall immediately notify the other Party of such event. The Parties shall attempt, in good faith to reach agreement on an amendment to this Agreement to remedy the situation. If no amendment agreement is reached, either Party may terminate this Agreement by providing written notice 30 days in advance. Archer will take reasonable and timely actions to return the participating Consumers to AEP's standard service offer and will send all participating Consumers notice of the end-of-service. Archer shall pay all switching fees.

5.4 Right of Termination: Archer may terminate this Agreement early upon 20 days written notice to Governmental Aggregator in the event Archer and Governmental Aggregator do not agree on the terms and conditions of the Consumer contract provisions to be included in the opt-out notice packets to Eligible Customers as set forth in Section 2.3 or any subsequent Program notice or information packets issued pursuant to Section 2.4.

This Agreement may be terminated prior to expiration of the Agreement Term by the Township if at any time during the Agreement Term, (i) Archer ceases to be a CRES licensed by PUCO or fails to maintain any required license or certification; (ii) Archer fails to maintain confidentiality of customer information; (iii) Archer intentionally bills in excess of the approved rates and charges; (iv) Archer bills or attempts to collect any charge other than the approved kWh rates and contractually approved charges; (v) Archer fails to perform at a minimum level of customer service required by the Township. "Minimum level of customer service" shall include, but not be limited to, Archer returning and, if necessary, researching customer inquiries (including calls or emails to Archer) within 2 business days, and demonstrating reasonable attempts to resolve all Township, customer, or consultant inquiries; and (vi) fails to demonstrate compliance with all legal and regulatory requirements.

A party may terminate this Agreement prior to its natural expiration for a material breach of any of the terms contained herein, or in accordance with the following regulatory contingencies ("Regulatory Event"):

A. **Illegality.** Illegality shall be defined to mean situations in which, due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful to perform any obligation under this Agreement or its Attachments.

B. **Adverse Government Action.** Adverse Government Action shall be deemed to have taken place if any regulatory agency or court having jurisdiction over this Agreement a) requires a material change to the terms of the Agreement that materially and adversely affects a Party, or b) adversely and materially impacts a Party's ability to perform or otherwise provide the services described herein.

Upon the occurrence of a Regulatory Event, the adversely affected Party shall immediately notify the other Party that such an event has occurred. The Parties shall attempt to agree to an amendment to remedy the effects of the event. If no such agreement between the Parties is reached, then either Party may terminate this Agreement by 30-day written notice and Supplier will take all actions necessary to return all Program Customers to AEP and will send all Customers in Aggregator's program an end-of-service notification.

SECTION 6 FORCE MAJEURE

6.1 No Default: No Party shall be considered to be in default in the performance of any of the obligations hereunder if failure of performance is due to a Force Majeure event.

6.2 Definition: For purposes of this Agreement, "Force Majeure" shall mean any cause beyond reasonable control of the Party affected, despite exercising due diligence and shall include

the failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor dispute, sabotage, restraint by Court order or public authority. Nothing herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

6.3 Notice of Force Majeure: If a Party is prevented or delayed in the performance of any obligation of this Agreement by a Force Majeure event, such Party shall promptly provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice initially may be provided orally, but shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable.

6.4 Subsequent Actions: Upon providing written notice of a Force Majeure event to the other Party, the affected Party shall be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of electricity to the extent of and for the duration of the Force Majeure event. Neither Party shall be deemed to have failed in its obligations to the other Party during such Force Majeure event.

SECTION 7 INDEMNIFICATION

To the extent permitted by law and without limitation, Archer agrees to and shall indemnify and hold harmless the Township, its respective officers, officials, consultant, and employees ("Indemnified Parties") from all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses arising out of or resulting from Archer's breach of this Agreement. Archer agrees that, in the event of such actions, claims, suits, or demands brought against Indemnified Parties, Archer shall at its own expense, promptly retain counsel of Archer's choosing to represent, defend and protect the Indemnified Parties and pay all attorney's fees, costs and expenses. Archer shall have no liability to the Indemnified Parties as related to Consumers' use of electricity or arising from the acts or omissions of AEP, including but not limited to AEP's operation and maintenance of its system.

SECTION 8 INSURANCE

8.1 Insurance Obligation: Archer shall carry and maintain throughout this Agreement a commercial liability insurance policy that includes coverage for bodily injury and property damage. The insurance shall, at a minimum, be a type and in an amount that is customary in the industry. CEP shall be responsible for any and all premiums for such insurance. Prior to the commencement of this Agreement, Archer shall present to the Governmental Aggregator current certificates of insurance.

SECTION 9 NOTIFICATIONS

Except to the limited extent permitted in Section 5 above, all notices required by or regarding this Agreement shall be in writing and shall be delivered via facsimile, email, personal delivery, certified mail (return receipt requested), or by overnight carrier to the following individuals and addresses, and shall be effective upon sending:

PARTY	INDIVIDUAL, ADDRESS, TELEPHONE, FACSIMILE AND EMAIL
Archer	Andy Mitrey President 9777 Fairway Dr, Powell OH 43065 614-450-1860 (telephone) 614-360-3582 (facsimile) amitrey@Archerenergy.com
Governmental Aggregator	Orange Township Board of Trustees c/o Michele Boni, Township Administrator 1680 E Orange Rd Lewis Center, Ohio 43035 Email: MBoni@orangetwp.org

SECTION 10 OTHER PROVISIONS

10.1 Governmental Aggregator Representation: The Governmental Aggregator represents and warrants that, as of the effective date of this Agreement, it has all power and authority to enter into this Agreement and has held all required meetings and issued all required notices for such meeting(s) to consider, adopt and execute any required ordinances, resolutions, fiscal certificates, attestations or other documents to enter into this Agreement, and to make it binding. All formal actions of the Governmental Aggregator relating to the enactment of any ordinance or resolution authorizing this Agreement were taken in an open meeting(s) of the Governmental Aggregator, and all deliberations of the Governmental Aggregator and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with the law. The execution, delivery and performance of this Agreement by the Governmental Aggregator has been duly authorized by all requisite township action, including approval and adoption by the Governmental Aggregator, and such will not conflict with any provisions of the Governmental Aggregator's resolutions, regulations or codes, or of any other agreements entered into by the Governmental Aggregator.

10.2 Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any litigation or other proceeding arising out of or relating to this Agreement must be brought in Delaware County, Ohio before a court or regulatory body having jurisdiction over the litigation or proceeding.

10.3 Severability: The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable by a court of competent jurisdiction or regulatory agency with jurisdiction over the Parties, or deemed

similarly void, unlawful, or unenforceable because of a statutory, regulatory, or administrative change, shall not otherwise affect the lawful obligations that arise under this Agreement.

10.4 Assignment: This Agreement may be assigned by Archer without the consent of Governmental Aggregator to an affiliate, subsidiary, or any other related company that will succeed it by purchase, merger, consolidation, or other transfer of substantially all the relevant assets of the original Party, and may be assigned by Archer without the consent of Governmental Aggregator when assigned for financing purposes.

10.5 Headings: The headings included in this Agreement are not to be used for purposes of interpreting or determining the legality of any term of this Agreement.

10.6 Entire Agreement: This Agreement and Attachments constitute the entire agreement between the Parties regarding the subject matter hereof. Any promise, agreement or representation not set forth in this Agreement or Attachment A will be of no force or effect. No amendment or extension hereof will be binding unless in writing and signed by a duly authorized representative of each Party.

10.7 Counterparts: This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.8 No Third-Party Rights: Other than Consultant, nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement, including without limitation, any Enrolled Customers, except for the limited purpose of affirming payment obligations associated with those.

SECTION 11 ADDITIONAL PROVISIONS

11.1 Independent Contractor: Archer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Township. Archer shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the Township and Archer. Archer and/or its officers, officials, employees, representatives, agents, and/or volunteers are not entitled to any benefits enjoyed by employees of the Township.

11.2 Independent Contractor Acknowledgment/No Contribution to OPERS: The Township is a public employer as defined in R.C. 145.01(D). The Township has classified Archer as an independent contractor or another classification other than public employee. As a result no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Archer and/or its officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Archer acknowledges and agrees that the Township, in accordance with R.C. 145.038(A), has informed it of such classification and that no contributions will be made to OPERS.

11.3 Civil Rights: The Parties agree that as a condition of this Agreement, there shall be no discrimination against any customer or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Parties will comply with any and all applicable federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Agreement. Any Party found to be out of compliance with this section may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services ("HHS") and termination of this Agreement.

The Parties agree as a condition of this Agreement to make all services provided pursuant to this Agreement accessible to the disabled/handicapped. The Parties further agree as a condition of this Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 8:4) and all guidelines and interpretations issued pursuant thereto. Any Party found to be out of compliance with this section may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Agreement.

11.4 Drug Free Environment: Archer agrees to comply with all applicable state and federal laws regarding a drug-free environment and shall have established and have in place a drug free work place policy.

11.5 Administrative Agreements and Fees: Archer agrees to execute an Educational Expense Agreement and pay for educational expenses as set forth in Attachment A, if any, attached hereto and incorporated herein as a part of this Agreement. Archer agrees to execute an Aggregation Broker/Consultant Fee Agreement with Consultant including payment terms to Consultant on a monthly basis as set forth in Attachment A.

11.6 Licenses: Archer has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively, "Licenses") necessary to provide all of the services required pursuant to this Agreement and to conduct business in the State of Ohio. All such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

11.7 Expenses: Each Party and Consultant shall be solely and exclusively responsible for its costs and expenses incurred in connection with the negotiation and preparation of this Agreement.

11.8 Further Assurances: Each Party agrees to do and perform any and all acts and to execute any and all further instruments required or reasonably requested by the other Party to more fully effect the purposes of this Agreement or to enable the other Party to exercise its rights and to perform under this Agreement.

11.9 Advice of Counsel and Interpretation: The Parties acknowledge that they have had the opportunity to discuss this Agreement with legal counsel of their choice and they have either discussed this Agreement with legal counsel of their choice or have opted not to discuss this Agreement with legal counsel. The Parties also agree that they shall not deny the validity of this Agreement on the ground that such Party did not have the advice of legal counsel. The Parties

further agree that any legal rule of construction of this Agreement or any addendum, amendment or exhibit hereto to the effect that this Agreement or any addendum, amendment or exhibit hereto shall be construed against the drafting Party is hereby negated. As used herein, the word "including" shall be deemed to mean "including without limitation" and the singular shall include the plural.

11.10 Certification Regarding Findings for Recovery: Archer, by signature of its authorized representative below, hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative in duplicate, effective as of the date first written above.

Archer Energy LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Governmental Aggregator

Authorizing Resolution 23-245

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form:

Melissa A. Schiffel 10/25/23

Melissa A. Schiffel (0081254)

Delaware County Prosecutor

9/25/23

Date

Attachment A

TO AGREEMENT TO PROVIDE COMPETITIVE RETAIL ELECTRIC SERVICE TO A GOVERNMENTAL AGGREGATION PROGRAM BETWEEN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO AND Archer ENERGY LLC (D/B/A Archer ENERGY OHIO, "Archer")

1. **Type of Service:** Electric Choice
2. **Term:** Beginning December 2023 Meter Read through May 2025 meter read
3. **Delivery Point:** AEPOHIO_RESID_AGG
4. **Fixed Price:** During the period of December 2023 through May 2025, Archer will provide an all-in fixed rate of \$0.06595 per kWh to all participants in the aggregation.
5. **Green Product and Pricing Option:** Archer shall provide a green product offering to Eligible Participants at an all-in fixed rate of \$0.06975 per kWh that Eligible Participants can choose.
6. **Termination Fee:**
 - Residential Accounts - \$0.00
 - Commercial Accounts - \$0.00
7. **Administrative Services to be performed by Archer:**
 - a. Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
 - b. Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
 - c. Provide a call center to handle information calls with a toll-free telephone number and to handle opt-out and information calls.
 - d. Conduct supplemental opt-out mailings on a periodic basis.
 - e. Provide to Consultant the required information for PUCO reports on behalf of the Community.
 - f. Not charge a customer participating in the Aggregation Group a cancellation fee or early termination penalties should that customer terminate participation in the Aggregation Group.
 - g. Provide an annual reconciliation to verify that savings objectives were satisfied.
 - h. After the initial opt-out period, provide Township and Consultant with the initial account list for all eligible residential and small commercial customers who have been enrolled in the Aggregation Group. Furthermore, Archer shall

provide a list of the account holders who have initially opted-out of the program. Both lists will be electronically transmitted to Township and Consultant as separate data files in a text-based, comma-delimited format (.csv) and Excel file format. At a minimum, the files should contain the following: Account Number, Account Name, Premise Address Line 1, Premise Address Line 2, Premise Address Line 3, Premise Address City, Premise Address State, Premise Address Zip Code.

- i. After the initial opt-out process is completed, Township, Consultant, and Archer may establish protocols and procedures to hold additional opt-out processes for new eligible residential and small commercial accounts that were not mailed opt-out notices in earlier opt-out periods within the term of the ongoing Aggregation. Any new accounts shall be able to enroll in the Aggregation Group under the same terms, conditions, and pricing as accounts that were initially enrolled during the first opt-out period. However, newly enrolled accounts will only have the ability to participate in the ongoing Aggregation Group for the time remaining in the term of the Agreement. Costs (for example, for printing and mailing) associated with subsequent opt-out periods will be paid in the same manner as was done for the initial opt-out period.
- j. Pay to the Consultant a fee per kWh consumed and paid for by Aggregation Members under the Aggregation Group on a monthly basis. In addition to Aggregation Members' consumption, this fee shall also apply to kWh consumed and paid for by any new Aggregation Member or Aggregation Members' accounts that join the Aggregation Group. Archer shall also pay to Consultant educational expenses incurred for initiating and implementing the Aggregation Program as set forth in the Consultant Fee Agreement. All such fees are embedded in the overall price of Archer. The amount of such fees is deemed by Consultant to be a trade secret and not to be a public record and shall not be disclosed. The Township shall notify Consultant if a public record request is made, to permit Consultant to seek a protective order.
- k. Upon Request by Township, and to the extent permitted by law, provide it the same information available to Consultant, except Archer shall not disclose an eligible customer's usage data and other confidential information without the eligible customer's consent.