

NATURAL GAS AGREEMENT TERMS AND CONDITIONS (RESIDENTIAL & COMMERCIAL)

June 2024

Uncle Frank Energy Services (“Uncle Frank”) will supply natural gas commodity to my natural gas account (“Account”) subject to the eligibility requirements of my local utility, Black Hills Nebraska Gas, LLC and acceptance by Uncle Frank. I authorize Uncle Frank to enroll my Account. This Natural Gas Agreement (“Agreement”) sets forth the general terms and conditions regarding my natural gas commodity supply from Uncle Frank.

1. **Uncle Frank Energy Services and Utility Services.** This Agreement and any renewal notice from Uncle Frank (if applicable) reflect my entire agreement with Uncle Frank and supersedes any oral or written statements made in connection with this Agreement or my natural gas commodity supply. The Utility will continue to deliver gas to me, read my meter, and provide emergency and other services it has provided in the past.
2. **Term and Renewal.** Uncle Frank will begin supplying my natural gas commodity at the beginning of the Residential and Commercial program year on June 1st. This Agreement will continue for twelve (12) months, as selected by me on the Utility selection form (the “Initial Term”), starting with my first billing on or after June 1st. This Agreement will automatically renew for twelve (12) month terms (each a “Renewal Term”) if I don’t select a natural gas commodity supplier before the Utility’s annual selection deadline. Uncle Frank will set the default pricing within 15 days of the end of the annual selection period for the Renewal Term. All price option choices offered by Uncle Frank do NOT have a cancellation fee.
3. **Index Price Option and My Bill.** My monthly natural gas commodity charge will be calculated using the proper Index Pricing formula applied to my natural gas commodity usage, agreed to at the time I enrolled with Uncle Frank for my natural gas commodity service.
4. **Fixed Rate Per Therm Price Option.** Uncle Frank currently offers the following one-year fixed rates per therm for both residential and commercial customers. These offers apply to the 2024-2025 program year. All rate choices do NOT have a cancellation fee.

1. Central NE \$1.12/therm
2. Western NE - \$1.12/therm
3. Casper - \$1.12/therm
4. Gillette - \$1.12/therm
5. Torrington - \$1.12/therm

5. **Green Gas Option.** If the Customer would like to green up their gas, Uncle Frank will add \$0.10/therm to the price. By electing this option, Uncle Frank will purchase Green-e certified offsets in an effort to reduce the carbon emissions from the natural gas you use.
6. **Events of Default.** Uncle Frank may terminate this Agreement if I (a) fail to comply with the Utility's payment terms, or (b) move during the term of this Agreement. If one of these events occurs, Uncle Frank may terminate my Agreement.
7. **Billing and Payment.** The Utility will invoice you monthly for all charges applicable to your natural gas usage, including Uncle Frank's natural gas commodity price, applicable taxes, and all applicable Utility customer charges and franchise fees.
8. **Questions and Disputes:** For questions about this Agreement, please call Uncle Frank at 1-833-372-6564, Monday through Friday 8 am through 4 pm Mountain Standard Time. Uncle Frank will assign a representative who will assist in reaching a mutually satisfactory solution.
9. IF YOU SMELL GAS YOU SHOULD IMMEDIATELY CALL BLACK HILLS ENERGY AT 1-888-890-5554.
10. Consistent with applicable regulatory requirements, Uncle Frank will hold in confidence all information obtained from me or the Utility related to the provision of services under this Agreement and which concern my energy characteristics and use patterns, except that Uncle Frank may disclose such information to its affiliates and such affiliates' employees, agents, advisors and independent contractors.
11. **Change in law or market structure.** If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, pipeline tariffs or the like causes our costs under this Agreement to increase, Uncle Frank will have the right to pass such increased costs on to you without prior notice. The changes described in this Section may change any or all the changes described in this Agreement.
12. Uncle Frank will deliver gas to a point of interconnection between the Utility distribution system and a third-party pipeline (the "Delivery Point"). Title and risk of loss transfer to customer at their meter. Both Customer and Uncle Frank agree irrevocably and unconditionally to waive any right to a trial by jury or to initiate or become a party to any class action claims in respect of any action, suit or proceeding directly or indirectly arising out of or relating to this Agreement. Uncle Frank may assign this Agreement to another supplier authorized by the Utility provided that Uncle Frank gives the Customer written notice of such assignment, and the assignee assumes all of Uncle Frank's responsibilities and duties under this Agreement. Customer may not assign this Agreement without Uncle Frank's prior written consent. Any required notice shall be deemed to have been made if mailed to Customers last known mailing address in Uncle Frank's records for the account. The laws of the state where the service is being provided shall govern the interpretation and performance of this Agreement. If Customer's state's public service commission or the Utility ends or changes the program under which Customer buys natural gas commodity in a manner that physically prevents or legally prohibits Uncle Frank from performing under the terms of this Agreement, Uncle Frank may terminate this Agreement on fifteen (15) days' notice.

14. Conflicts of Terms and Conditions. Any terms not defined herein will have the meanings set forth in the Black Hills Nebraska Gas, Tariff on file with the Nebraska Public Service Commission., and any conflicts between these terms and conditions and the State Natural Gas Regulation Act (“Act”), Company’s Tariff or Supplier Participation Agreement and related amendments or attachments will be resolved first in favor of the Act, the Company’s Tariff, and then the Supplier Participation Agreement and related amendments or attachments.