GAS SOUTH

AGREEMENT FOR NATURAL GAS SALES IN FLORIDA

Gas South, LLC ("Gas South") and CALAIS AT PELICAN BAY CONDOMINIUM ASSOCIATI0N, INC. ("Customer") agree to enter into this Agreement for Natural Gas Sales as of the date set forth below, upon mutual consideration, the receipt and sufficiency of which is hereby acknowledged. This document, including the General Terms and Conditions attached hereto, forms a single integrated agreement that is referred to as "the Agreement for Natural Gas Sales" or "this Agreement". Defined terms used but not otherwise defined herein have the meaning given to them in the General Terms and Conditions. Gas South and Customer agree as follows:

CUSTOMER PRIMARY CONTACT:

Business Name:	CALAIS AT PELICAN BAY CONDOMINIUM ASSOCIATI0N, INC.
Address:	7064 PELICAN BAY BLVD
City, State Zip:	NAPLES, FL 34108-8575
Contact:	RICH MEYER
Phone:	(239) 566-3320
Mobile Phone:	
E-Mail:	calais@swpropmgt.com
Preferred Method of Communication:	

CUSTOMER ACCOUNTS PAYABLE/BILLING:

Billing Address:	7064 PELICAN BAY BLVD
City, State Zip:	NAPLES, FL 34108-8575
Contact:	RICH MEYER
Phone:	(239) 566-3320
Mobile Phone:	
E-Mail:	calais@swpropmgt.com
Preferred Method of Communication:	

Term: The Customer's commitment to purchase natural gas will begin on the date when LDC starts service, which date is intended to be on or near **01/01/2025** and end on **12/31/2026** (as may be extended from time to time, the "Term").

Price: For all quantities of natural gas delivered under this Agreement, the price shall be Platts Inside FERC FGT Zone 3 price for the respective month plus $0.1590 per therm, plus a transportation charge equivalent to the applicable pass-through cost allocation for interstate pipeline demand charges, usage charges, fuel retention, and applicable surcharges. A customer service charge of $5.00 per month will be included in the billing invoice.

☐ If this box is checked, Gas South is offering to provide natural gas service on the pricing and for the Term provided in this Agreement based on the agreed to projections of usage attached hereto as Appendix B; otherwise, projections of usage will be based on the historic natural gas usage and patterns of use at each of the initial Locations over the prior twelve (12) months as reported to Gas South by the applicable LDC.

☐ If this box is checked, deposit must be paid before service begins under this Agreement. Deposit Amount: **$**

Secretary of State Control Number N33558	**Sole Proprietor Social Security #**
Gas South Contact Information	
Gas South, LLC 3625 Cumberland Blvd, Suite 1500 Atlanta, Georgia 30339	Contact: Gas South Account Support Telephone: 866-512-3129 E-Mail: bizcustomerservice@gassouth.com

In witness hereof, the parties consent to the terms of this Agreement:

Agreed to by:

CALAIS AT PELICAN BAY CONDOMINIUM ASSOCIATION, INC.

For Verbal Enrollment:

By: Renato Cabellos ______________________ Title: Account Manager II - Team Lead

Printed Name of Authorized Customer Representative

ID No. of call: 9152700488720010491 __________ Date: September 12, 2024

GAS SOUTH, LLC

3625 Cumberland Blvd, Suite 1500

Atlanta, Georgia 30339

By: ______________________ Date: September 12, 2024

Printed Name: Jason Dolder

Title: Chief Sales & Marketing Officer

GENERAL TERMS AND CONDITIONS

1. **Sale and Purchase**. Customer shall purchase and pay for all of its natural gas requirements for the Location(s) set forth in Appendix A to the Agreement for Natural Gas Sales on the pricing and for the Term specified in the Agreement for Natural Gas Sales. The pricing and Term specified in the Agreement for Natural Gas Sales are based on the historic natural gas usage and patterns of use at each of the Locations as reported to Gas South by the applicable local distribution company ("LDC") and Gas South anticipates supplying similar amounts during the Term of this Agreement ("Projected Usage"). If Customer's actual usage for the combined Locations varies by more than 20% over any three consecutive calendar month period ("Test Period") from the Projected Usage for such Test Period, Gas South may propose a new Agreement that includes updated pricing and an extended Term to address changes in usage patterns. If Customer does not agree to such proposed Agreement, then Gas South may require Customer to pay Gas South's losses (as reasonably calculated by Gas South) during the Test Period resulting from Customer's actual usage for the combined Locations varying from the Projected Usage by more than 20%, or may terminate this Agreement in accordance with Section 9 of this Agreement, or both. If Customer desires to purchase natural gas from Gas South at any location not set forth in Appendix A to the Agreement for Natural Gas Sales, Customer must apply for a new Agreement or an amendment to this Agreement. If Customer elects to update the Locations set forth in Appendix A attached hereto, the aggregate, initial Projected Usage number for a given month established at the time the parties enter into the Agreement for Natural Gas Sales shall not be affected.

2. **Delivery of Natural Gas and Transfer of Title.** Customer appoints Gas South as its agent for gas transportation with LDC, so accordingly Gas South will deliver, or cause to be delivered, Customer's requirements for natural gas to the citygate of the LDC ("Delivery Point") in accordance with the LDC's Tariff and the other processes, procedures and directives of the LDC (together with the LDC's Tariff, the "LDC Rules"). Gas South has no obligations, duties, responsibilities or liabilities for delivery to Customer after it delivers natural gas to the LDC at the Delivery Point and the LDC is solely responsible for the delivery of natural gas from the Delivery Point to each of Customer's Location(s). Title and risk of loss pass from Gas South to Customer at the Delivery Point.

3. **Billing and Payment of Charges.** After the end of each billing cycle, Gas South shall deliver to Customer a statement setting forth the charges that are due and payable in full by the due date shown on Customer's statement. Customer authorizes Gas South to prepare and Customer agrees to pay statements based upon estimates of gas usage and charges when actual meter readings are not available. Estimated statements will be limited to no more than 2 consecutive billing periods. Customer's statement may also include, (a) all applicable federal, state and local taxes and charges, (b) all other charges applicable to Customer pursuant to the LDC Rules, (c) all adjustments related to previous billing disputes, meter reading errors, miscalculation of taxes, charges omitted from prior bills, or other errors or omissions as current laws and regulations permit and (d) all applicable turn-on, connection and other similar charges and fees. Customer may, in good faith, dispute the correctness of Customer's statement within 6 months after the date of such statement. If Customer sends written notice to Gas South within 14 days of the date of the statement in dispute, stating the good faith reason(s) for the dispute and the amount in dispute, then Customer may withhold payment for the disputed portion during investigation by Gas South so long as Customer pays the undisputed portion; otherwise, Customer must pay the statement in full by the applicable due date. After 6 months, Customer waives its right to dispute such statement. If Gas South determines that Customer was properly billed for some or all of the disputed portion, Customer shall make full payment (with interest pursuant to Section 4 of this Agreement) within 15 days after such determination.

4. **Late Payment, Nonpayment, and Discontinuation.** Without limiting Gas South's rights under Sections 9 and 10 of this Agreement and in addition to all other remedies available at law or equity, if Customer does not pay the undisputed portion of a statement in full by the due date, unpaid amounts will accrue interest from the due date at a rate equal to the lesser of (a) 1.5% per month (or a minimum of $10 per account) or (b) the maximum amount allowed by law. Pursuant to Florida law, if the Customer's payment is refused because of lack of funds, lack of credit, or lack of an account, or where the Customer stops payment with intent to defraud, Gas South may collect bank fees it incurred in the course of tendering the Customer's payment, plus a service charge of (a) $25 if the face value does not exceed $50; $30 if the face value exceeds $50 but does not exceed $300; $40 if the face value exceeds $300; or (b) 5% of the face amount of the payment instrument, whichever is greater. Customer agrees to be responsible for all costs incurred by Gas South to collect amounts due on Customer's account, including attorneys' fees.

5. **Deposits; Credit Checks.** Gas South reserves the right to require Customer to provide a deposit or increase an existing deposit. The total required deposit may not exceed the amount of projected charges to Customer for the three (3) billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Gas South may require a deposit from Customer (a) as a precondition to providing service upon agreement of the parties, (b) after a Customer Default, or (c) after a material and adverse change in Customer's financial condition such that Gas South, in its sole discretion, deems itself insecure. Customer authorizes Gas South to perform credit checks. Customer must provide a deposit to Gas South within 5 days after receiving a written demand for the deposit amount from Gas South. Gas South may draw upon the deposit in connection with (a) Customer's failure to make payment when due or (b) a termination of this Agreement. Upon the expiration or termination of this Agreement, if Gas South has drawn less than the full amount of the deposit, Gas South will refund the difference to Customer within 60 days after the date Gas South ceases to be Customer's natural gas supplier. To the extent that a court rules that Gas South is a "utility" within the meaning of the Bankruptcy Code, in the event of a filing of a bankruptcy petition by or against Customer, or if Customer consents to an order for relief under the Bankruptcy Code, Customer agrees that it will consent to a deposit under 11 U.S.C. § 366 as adequate assurance of payment equal to Customer's projected charges for the 2 billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Nothing in this Agreement shall constitute an agreement by Gas South that such deposit constitutes adequate assurance of payment, and Gas South reserves all of its rights to contest such deposit as adequate as permitted by 11 U.S.C. § 366.

6. **Option to Convert to a Fixed Price.** If index pricing is provided for under the Agreement for Natural Gas Sales executed by Customer, Customer may request to convert to a fixed price structure at any time for a Term of Customer's choosing by contacting Gas South's account management team at renewals@gassouth.com or 1-866-426-2491 and executing a new Agreement that would supersede the existing Agreement.

7. **Pricing Upon Expiration of the Term.** Upon the expiration of the Term, Customer may (a) accept new terms, pricing, and/or Term offered by Gas South, (b) send a written termination notice to Gas South in accordance with Section 8 of this Agreement, or (c) take no action and continue service under this Agreement under a month-to-month Term with, in Gas South's sole discretion, Gas South's monthly default index pricing plus a transportation charge equivalent to the applicable pass-through cost allocation for interstate pipeline demand charges, usage charges, fuel retention, and applicable surcharges. Gas South shall administer the aforementioned pricing based on Gas South's standard practices and procedures.

8. **Termination at the end of the Term.** Customer or Gas South may terminate this Agreement by sending to the other party, in the case of Customer terminating, no less than 10 days' advance written notice, and in the case of Gas South terminating, no less than 25 days' advance notice (or, in each case, such greater number of days of advance notice to the extent required by the applicable LDC Rules). After receipt of such notice, this Agreement will remain in effect until the later of (a) the end of the Term and (b) the date that Gas South receives confirmation from the LDC that service to Customer has either been disconnected at each of the Location(s) or switched to another natural gas provider.

9. **Termination for Customer Default**. Gas South may terminate this Agreement based on one or more of the following events (each a "Customer Default") upon giving notice to Customer: (a) Customer's rejection of a new Agreement after a material change in actual usage as provided in Section 1 of this Agreement, (b) termination, repudiation or discontinuation of service by Customer other than in accordance with Section 8 of this Agreement, (c) failure to pay any undisputed amount within 5 days (or such greater number of days to the extent required by the applicable LDC Rules) of such amount becoming due or a failure to provide a deposit to Gas South when due, (d) misrepresentation during the enrollment process or upon entering into this Agreement, (e) filing of petition of bankruptcy and failure of Customer to comply with the provisions of 11 U.S.C. § 366, (f) Customer makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent or (g) any other material breach by Customer of this Agreement provided that Gas South shall first give Customer 14 days to cure such material breach.

10. **Liquidated Damages**. If Gas South terminates this Agreement based on a Customer Default, Customer shall be obligated to pay Liquidated Damages (as defined below) to Gas South, in addition to any amounts due to Gas South but unpaid at the time of termination. Customer acknowledges that Gas South has made purchases and commitments and incurred costs and charges to acquire natural gas to supply Customer's requirements. As a result, Gas South will incur substantial costs and losses in connection with a Customer Default that are difficult or impractical to exactly ascertain or compute. Customer has reviewed the Liquidated Damages as provided in this Section 10 and has had a full and fair opportunity to inquire into and be informed as to the method of the calculation of Liquidated Damages. Customer agrees that the amount of Liquidated Damages is in fact a fair and reasonable pre-estimate of the amount of actual damages that Gas South is likely to incur upon a Customer Default. Specifically, Liquidated Damages shall be equal to the greater of:

    a. One month's average invoice calculated based on Customer's Projected Usage and number of Locations for the remainder of the Term; or
    b. For each month remaining in the Term (including prorated amounts for partial months), the sum of (A) the Customer's Projected Usage for such month *multiplied by* the difference between (i) the contracted gas price plus the contracted transportation charge and (ii) the per therm price of the applicable index price for natural gas futures contracts plus the projected transportation costs per therm for such month, in each case, at the time this Agreement is terminated plus (B) one month's average invoice calculated based on Customer's Projected Usage and number of Locations for the remainder of the Term. In determining the applicable index price at the time the Agreement is terminated, Gas South may consider the applicable index price for futures contracts for the remainder of the Term if published, and such other forward projections based on market quotes and other commercially reasonable sources.

11. **Switching Back and Discontinuation of Supply Upon Termination**. Upon either party's exercise of its termination right in accordance with this Agreement, Gas South shall have the right to immediately initiate the process of switching each Location of Customer's back to the LDC and discontinue its supply of natural gas under this Agreement immediately after such switch back is effective. Customer shall take all actions and cooperate with Gas South as necessary to comply with the LDC Rules for switching the Locations of Customer back to such LDC pursuant to the most expedient process and schedule available pursuant to the applicable LDC Rules. Customer acknowledges that it will be required to comply with the LDC Rules upon switching back, including any deposit or creditworthiness requirements, and that the LDCs may condition continued service on such compliance. Termination of this Agreement shall be effective as of the date that all of Customer's Locations have been switched back to the applicable LDC, and Customer acknowledges that it will continue to be fully obligated to Gas South pursuant to this Agreement until such time.

12. **Loss of Authorization to Serve Location(s)**. If for any reason Gas South is no longer authorized by an LDC to sell natural gas to Customer at one or more Locations served by such LDC, then (a) service for such Locations shall be switched back to such LDC, (b) such Locations shall no longer be treated as Locations under this Agreement for any purpose, (c) Gas South shall have no further obligations or liabilities to Customer with respect to such Locations and (d) Customer's Projected Usage shall be adjusted to exclude such Locations. In the event Customer undergoes a change of ownership or control, Customer acknowledges and agrees that each Location of Customer's may be switched back to the LDC by the LDC resulting from such change of ownership or control and Gas South shall not be liable for any costs or losses incurred by Customer arising from such occurrence.

13. **Representations and Warranties**. Customer hereby represents, warrants and acknowledges that: (a) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms, (b) there is not pending, or to its knowledge threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement, (c) Gas South is not acting as a fiduciary or advisor in respect of

this Agreement, (d) Customer is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of Gas South or any broker working for Gas South in so doing, and is capable of assessing the merits and risks of this Agreement, (e) any broker involved in marketing this Agreement is acting as Gas South's broker and not as a broker of Customer, (f) Gas South is a "critical supplier" under the Bankruptcy Code and Customer agrees to take action immediately after any bankruptcy filing to give Gas South critical supplier status, and (g) each transaction hereunder constitutes a "forward contract" within the meaning of the Bankruptcy Code and Gas South is a "forward contract merchant" within the meaning of the Bankruptcy Code. If Customer is a governmental entity, Customer further represents and covenants that with respect to its payment obligations and liability under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues from liability, suit, jurisdiction of court, relief by way of injunction, order for specific performance or execution or enforcement of any judgment.

14. **Limitation of Warranties and Liability**. GAS SOUTH MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. GAS SOUTH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO, MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDY AGAINST GAS SOUTH ARISING FROM A BREACH OF THIS AGREEMENT IS LIMITED TO DIRECT AND ACTUAL DAMAGES INCURRED. CUSTOMER WAIVES ANY OTHER REMEDY, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR IN CONTRACT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT. THE MAXIMUM LIABILITY OF GAS SOUTH TO CUSTOMER FOR ANY CLAIM WHETHER IN STATUTE, CONTRACT, TORT OR OTHERWISE SHALL BE THE GREATER OF $1,000 OR TWO TIMES THE AMOUNT OF CUSTOMER'S AVERAGE MONTHLY CHARGE FOR NATURAL GAS THERMS. Any claim against Gas South must be presented to Gas South in writing within 6 months of the occurrence or event giving rise to the claim. Customer releases Gas South from all liability and waives all claims: (a) for Customer's use or handling of the natural gas, (b) for operations of the LDC, (c) for interruptions, termination or deterioration of its delivery or other services due to actions by the LDC or others, (d) for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the Delivery Point, (e) for personal injury or property damage and (f) presented to Gas South after the applicable 6 month time period. Customer agrees to indemnify, defend and save Gas South harmless from any and all liability, losses, damages, causes of action, lawsuits, claims, expenses, and reasonable attorneys' fees and costs of court, including death or injury to persons or property, associated with (a) natural gas sold under this Agreement after such natural gas arrives at Customer's meter at a Location or (b) Customer's equipment, machinery, devices, facilities, appliances, piping, or connections.

15. **Force Majeure.** Gas South is excused from performance and is not liable for any failure to perform under this Agreement to the extent such failure is caused by an event or circumstance that is not within its reasonable control, including without limitation acts of God, natural disasters, any governmental action, strike, labor dispute, civil unrest, war or act of terrorism, a force majeure event declared by the LDC, a failure or interruption of any natural gas pipeline or distribution system and a failure of information systems. Gas South's performance is excused for the duration of any such event until circumstances permit Gas South to resume performance.

16. **Governing Law.** This Agreement will be governed by the laws of the State of Florida, including the laws applying both to the sale of goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Florida and to natural gas pool managers registered with LDCs and shall be further governed by the LDC Rules and orders entered by the applicable regulatory entities. The conflicts of law provisions of Florida law shall not apply to this Agreement.

17. **Dispute Resolution (Class Action Waiver)**. Any dispute between Gas South and Customer that cannot be resolved informally shall be resolved through either arbitration or Magistrate Court. Neither party may pursue resolution of any dispute in arbitration or in Magistrate Court as a representative, as a private attorney general, or as part of a class action, and Customer may not be a named or unnamed class member or representative in any such action. By signing below, the parties agree to comply with this dispute resolution (class action waiver) provision, which describes the only procedures under this Agreement for resolving a dispute. Customer may opt out of this dispute resolution (class action waiver) provision by following the instructions below. Gas South will be bound by the election to opt out. This dispute resolution agreement does not alter any substantive rights that Customer may have under state or federal law, including the right to file a complaint with the applicable regulatory entity.

    a. *County Court guidelines.* For all qualified claims or disputes brought by a party in County Court, each party hereby consents to the jurisdiction and venue of the County Court in Leon County, Florida for the resolution of any dispute respecting the rights and duties of the parties under this Agreement. If, for any reason, the dispute cannot be adjudicated in the County Court, then the claiming party must seek resolution of the dispute through arbitration.

    b. *Arbitration guidelines.* If Customer seeks resolution of the dispute in arbitration, Gas South will pay: (1) the arbitrator's fees and any other reasonable expenses charged by the arbitration provider, and (2) if Customer recovers an award of monetary and/or equitable relief that is greater than any offered previously in writing by Gas South to resolve the specific dispute and Customer has not disclosed to the arbitrator the relief offered previously by Gas South, Gas South shall pay Customer's reasonable attorney fees. Gas South will not be entitled to recover any fees or arbitration expenses from Customer. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location selected by Customer within Florida. The rules of the arbitration provider will apply. Only the arbitrator, not any federal, state, or local court or agency, has the authority to determine the applicability or enforceability of this arbitration provision. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

18. **Dispute Resolution Opt-out.** Within 30 days after entering into this Agreement, Customer may opt out of the above dispute resolution (class action waiver) provision by providing written notice to Gas South at the address provided in Section 21 of this Agreement, which contains Customer's name, address, account number, and the effective date of this Agreement. Customer's election to opt-out applies only to this Agreement. Customer may opt out by sending a separate opt-out letter for each transaction. If Customer elects to opt-out of Section 17 of this Agreement in accordance with this Section 18, then with respect to any dispute between Gas South and Customer arising under this Agreement that cannot be resolved informally, each party consents to the exclusive jurisdiction of the state or federal courts located in Leon County, Florida, represents and warrants that it may sue or be sued in such courts (subject only to subject-matter jurisdiction of such courts), and waives any right to assert that such courts are not convenient forum or to bring an action in any other forum. The parties mutually and expressly waive their rights to jury trial.

19. **Taxes.** Customer is responsible for, and agrees to pay, all taxes or other governmental charges imposed on the sale, purchase, or delivery of natural gas under this Agreement or measured by the payments, receipts, volumes, or deliveries under this Agreement, together with any applicable interest or penalties ("Taxes"). Gas South shall include on the Customer's statement any Taxes that it has determined, in its commercially reasonable discretion, apply to the transactions under this Agreement. If a governmental authority later assesses any additional Taxes against Gas South, Customer agrees promptly to reimburse or pay Gas South for such amounts upon billing by Gas South. If Customer is exempt from federal, state or local sales or use taxes, Customer will be responsible for providing Gas South with a valid exemption certificate. Tax exemption begins on the billing cycle after Gas South receives such valid exemption certificate. Customer shall notify Gas South in writing within 14 days if its exemption certificate expires or is no longer valid. Customer is primarily and ultimately responsible to the applicable taxing authority for any sales or use taxes. Customer agrees to indemnify, defend and save Gas South harmless from any and all claims and liability to anyone whomsoever, and reasonable attorneys' fees and costs of court, arising from Customer's failure to pay sales or use taxes or Gas South's failure to collect sales or use taxes based on its reliance on an expired or otherwise invalid exemption certificate.

20. **Change in Law**. If there is a change in any law, LDC Rule, administrative regulation, rule, order, judicial decision, statue, or a change in an interpretation or application of any of the foregoing (collectively, a "Change in Law") and such Change in Law causes Gas South to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services to Customer, then Gas South shall, in its sole discretion, be permitted to either (a) pass through to Customer a share of Gas South's total Change in Law costs determined in Gas South's sole discretion by dividing such total costs across all similarly situated customers and weighted by their average monthly consumption volumes or (b) terminate this Agreement by providing Customer with 25 days' advance written notice without any further liability to Customer other than charges incurred for service up until the date of such termination.

21. **Contact Information & Notices.**

    a. *Customer Contact Information. Customer Contact Information.* By providing Gas South with a contact phone number, Customer expressly agrees that Gas South may call or text Customer at that number with general communications or service notifications related to Customer's account, including collections, or this Agreement. These calls or texts may be made using an automatic dialing system or prerecorded voice message. Wireless and text message fees may apply from Customer's carrier. Message frequency varies by account or preferences. Customer may opt-out of receiving autodialed or prerecorded calls by calling Gas South at 1-866-426-2491 or by responding to a text with the word STOP. If Customer texts STOP, Customer may receive an additional confirmation text acknowledging Gas South's receipt of Customer's request. Even if Customer opts out, Gas South may still continue to communicate with Customer by other means. Customer agrees to maintain up-to-date contact information with Gas South, including current phone numbers (including cell numbers, as applicable) for Customer's contact persons. If Customer's contact information changes, Customer must notify Gas South within 14 days.

    b. *Notices.* Any notices to be provided in writing to Gas South must be sent by certified mail addressed to: Gas South, LLC, 3625 Cumberland Boulevard, Suite 1500, Atlanta, GA 30339, ATTN: C&I Account Management or to any subsequent address provided by Gas South. Customer must include Customer's Gas South account number on all correspondence or payments submitted to Gas South. Any notices to be sent to Customer in writing may be sent either by U.S. mail or by electronic means (including email or text message) to the contact information provided by Customer. Notices sent by electronic means and mail are effective when received.

22. **Verbal Recordings.** Customer agrees Gas South may electronically record and maintain all telephone conversations with Customer without any special or further notice and Customer has the consent of its agents and employees to agree on their behalf.

23. **Miscellaneous**. This Agreement is a single, integrated agreement and constitutes the entire agreement between the parties and supersedes all prior statements, agreements and negotiations, whether oral or written, related to the subject matter hereof. Customer acknowledges and agrees that, if this Agreement is solicited through a third party consultant, broker, or other agent of Customer, Customer is solely responsible for any commission or other fees charged by such third party consultant, broker or agent. Pricing under this Agreement may include any commission or similar fee payable by Gas South to any third party consultant, broker, or agent involved in the solicitation of this Agreement. Customer's payment and indemnification obligations and the dispute resolution (class action waiver) provision survive the expiration or termination of this Agreement. No affiliate of Gas South shall have any liability whatsoever for Gas South's performance, nonperformance, or delay in performance under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remaining provisions. To the extent that any provision of this Agreement is determined to be contrary to, or otherwise in conflict with, the applicable LDC Rules, the Parties shall comply with such LDC Rules. No waiver or release of any right under this Agreement by Gas South will be effective unless in writing and specific to such right under this Agreement. Customer may not assign

this Agreement or Customer's rights hereunder without the prior written consent of Gas South. Gas South shall have the right to assign this Agreement or its obligation to sell natural gas to Customer without Customer's consent so long as the price, terms and conditions are not affected by the assignment. Neither party, without the consent of the other party, will disclose the contents of this Agreement, to any third party except to its employees, officers, directors, financial advisors, attorneys, service providers, affiliates, or lenders or to comply with a lawful subpoena or litigation discovery request, applicable law, order, or regulation. Gas South collects and uses relevant information about our customers from Customer and from third parties, including credit reporting agencies. Gas South may disclose such information to affiliates and/or contractors for the purposes of developing or offering new or enhanced products or services, or administering and/or collecting customer accounts. Gas South may also disclose such information to parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity. This Agreement may be entered into and made binding by the verbal enrollment of Customer, or by Customer affixing its signature of its authorized representative physically or electronically and transmitting it to Gas South personally or electronically, or by other means of electronic confirmation approved by Gas South (each such method meaning "executed"). Terms and pricing agreed to Verbally or by Electronic Signature (whether digital or encrypted) shall serve to amend this Agreement without the necessity of executing a new Agreement. "Electronic Signature" shall mean any electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed and adopted by a party with the intent to sign such contract or other record, including (but not limited to) facsimile, online or email electronic signatures. A photo static copy of this Agreement, as well as electronic communications and verbal recordings, shall be admissible in evidence and enforceable in court or other proceeding in lieu of, and without producing or accounting for, a document with original hand written signatures.

Appendix A to the Agreement for Natural Gas Sales

Locations

Location Name	Service Address	LDC Account #	LDC	Start Date
CALAIS AT PELICAN BAY	7064 PELICAN BAY BLVD, NAPLES, FL 34108	211000273808	PGSN	01/01/2025