



Commercial Customer Acknowledgement Form Natural Gas Supply Contract (NIPSCO)

I confirm that my sales representative explained that he or she is acting as an agent for Constellation NewEnergy - Gas Division, LLC ("Constellation") and provided me with the following information:

1. I am entering into this Contract (as hereinafter defined) with Constellation and not with Northern Indiana Public Service Company ("NIPSCO"). NIPSCO will continue to deliver the gas, read my meter, send me one consolidated bill, and provide emergency services.
2. This Contract covers the cost of the natural gas itself. In addition, I will continue to pay regulated delivery costs billed by NIPSCO and any additional taxes or charges that may be imposed.
3. Constellation will supply natural gas at the price per therm indicated on the Commercial Natural Gas Supplier Enrollment Form attached hereto. In addition to the price per therm for natural gas, I will also be charged a per therm Interstate Transportation/Storage Charge that will be determined by Constellation and may vary throughout the term of this Contract.
4. I understand that my sales representative is an independent agent of Constellation and does not represent NIPSCO.
5. I understand that my eligibility to participate in NIPSCO's Supplier Aggregation Service is subject to confirmation that I have good credit standing with NIPSCO, which, for the purposes of the choice program, is defined as an account that is not in arrears more than thirty (30) days.
6. I understand that I can change suppliers at any time during the term of this Contract subject to the terms and conditions of this Contract.
7. I understand that this Contract sets forth re-enrollment terms and penalties for early cancellation.
8. I may cancel this Contract within five (5) business days from the date I signed or received this Contract of my choice of Constellation as my natural gas supplier.
9. If I terminate this transaction after five (5) business days from the date I signed or received this Contract of my choice of Constellation as my natural gas supplier, or if I breach this Contract for any other reason, I may incur a cost recovery fee in accordance with the terms and conditions included with this form.
10. I have the right to return to NIPSCO service in the event Constellation terminates my service.
11. I will continue to be supplied with natural gas for my business whether or not I sign this Contract. If I choose to remain with NIPSCO, the price will continue to be set subject to regulatory tariff provisions.
12. This Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form, any welcome letter and the Terms and Conditions attached hereto are my complete agreement with Constellation (collectively referred to herein as this "Contract"), and the agent has no authority to change or add to this Contract.
13. Constellation is a registered supplier under the NIPSCO Choice Program (the "Choice Program"), which is subject to ongoing jurisdiction of the Indiana Utility Regulatory Commission ("IURC"). The IURC does not regulate the price of gas or other charges found in this Contract.

Questions? Contact us at (855) 465-1244

Fax document to (800) 785-4374

I have read and agree to this Commercial Customer Acknowledgement Form.

Please initial here: TE

Your submission is subject to Constellation's final acceptance of enrollment.

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Commercial Natural Gas Supplier Enrollment Form Natural Gas Supply Contract NIPSCO FIXED

To: Constellation NewEnergy - Gas Division, LLC

I, Sun Holdings Inc

Please print your name as it appears on your NIPSCO bill.

acknowledge that I am the account holder or a person legally authorized to execute this Contract on behalf of the account holder. I understand that by signing this Contract, I am switching the gas supplier for this account to Constellation and authorize Constellation to initiate service and begin enrollment and undertake whatever steps necessary to accomplish the switch. I understand that gas purchased for this account by Constellation will be delivered through NIPSCO's delivery system. I may cancel this Contract within 5 business days from the date I signed or received this Contract. Complete details on the terms of cancellation are outlined on the accompanying Terms and Conditions.

Contact Name (If different from bill): Tim Emerson *For billing: ATN Accounts Payable*

Service Address: (As it appears on your utility bill):

City: State: Zip:

Mailing Address (If different from above): 4515 Lyndon B Johnson Fwy

City: Farmers Branch State: TX Zip: 75244

Account Number: multiple Meter # multiple

Required: Account Number is 10 digits. Please copy from your NIPSCO bill.

For multiple accounts, please attach a listing of all accounts and check here. ☒ *Please see attached exhibit A*

Phone: (972) 232-2118

Email: temerson@sunholdings.net

Signature: Tim Emerson
Tim Emerson (Sep 22, 2023 11:57 CDT)

Date: 09/22/2023

I have read and agree to the Terms and Conditions. Please check here.

Your submission is subject to Constellation's final acceptance of enrollment.

I have carefully selected the following option:

The Primary Term of this Contract shall begin on the date set by NIPSCO after my enrollment during the month of Nov 2023 and shall continue for 36 monthly billing cycles. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by NIPSCO after my enrollment and shall continue for 36 monthly billing cycles. It may take up to two billing cycles for service to begin. Constellation is not responsible for any delays in enrollment. The monthly price for natural gas supplied by Constellation to my accounts for the Primary Term of this Contract shall be **\$0.513** per therm.

Constellation NewEnergy - Gas Division, LLC

By: _____ Date: _____

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TERMS AND CONDITIONS

Price:	\$ 0.513 per therm In addition to this price, I will also be charged a per therm Interstate Transportation/Storage Charge that will be determined by Constellation and may vary throughout the term of this Contract.
Length of this Contract and end date:	The Primary Term of this Contract shall begin on the date set by NIPSCO after my enrollment during the month of Nov 23 and shall continue for 36 monthly billing cycles. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the date set by NIPSCO after my enrollment and shall continue for 36 monthly billing cycles.
Process customer may use to rescind this Contract without penalty:	Contact Constellation at (855) 465-1244 or written request.
Amount of Early Termination Fee and method of calculation:	If this Contract is terminated after the 5 th business day from the date customer signed or received this Contract, the early termination fee will be the greater of \$150 or the amount of gas customer failed to consume during the remainder of its fixed term, calculated on the basis of prior usage, multiplied by the excess, if any, of the fixed price customer agreed to pay over the price Constellation can sell such gas at the time of the termination.
Amount of Late Payment Fee and method of calculation:	Late payment fee for any past due amount equal to 10% of the first \$3 of any unpaid balance outstanding at the next billing date, plus 3% of any unpaid balance in excess of \$3 outstanding at the next billing date.
Provisions for renewal of this Contract:	Automatic renewal following notice to customer.
Conditions under which savings to the customer are guaranteed:	Not Applicable

- I want Constellation NewEnergy - Gas Division, LLC ("Constellation") to supply all the natural gas I need to heat my business and for other related uses. I am eighteen (18) years of age or older, and I am fully authorized to enter into this Contract (as hereinafter defined). I represent and warrant that the natural gas purchased under this Contract will not be used for personal, family or household use. The Commercial Customer Acknowledgement Form, Commercial Natural Gas Supplier Enrollment Form, any welcome letter and these Terms and Conditions are my complete agreement with Constellation (collectively referred to herein as this "Contract").
- I understand that:
 - I can continue to have natural gas supplied by my current utility, Northern Indiana Public Service Company ("NIPSCO").
 - NIPSCO will continue to deliver gas to me, read my meter, and also provide emergency and other services they have provided in the past.
 - The natural gas I buy from Constellation may be included in my NIPSCO monthly bill.
 - This Contract is subject to eligibility requirements of NIPSCO, and Constellation may choose not to accept this Contract for any reason.
- My supply will begin on the date set by NIPSCO after my enrollment and shall continue for the number of monthly billing cycles indicated above (the "Primary Term"). It may take up to two billing cycles for service to begin. Constellation is not responsible for any delays in enrollment.
- Each month my bill will be calculated by multiplying (i) the rate of gas charged per therm as indicated in this Contract by (ii) the amount of gas used in the billing cycle plus (iii) applicable taxes, fees, and charges for transportation (including the per therm Interstate Transportation/Storage Charge), distribution and other services. This price may be higher or lower than NIPSCO's price in any given month. If set forth in this Contract, a customer administration charge will be added to the monthly bill.
- If Constellation decides to renew this Contract, then no later than forty-five (45) days prior to the end of the Primary Term, Constellation will send me a notice of the conditions that will apply for the renewal period. Unless I terminate this Contract in writing at least thirty (30) days before the end of the Primary Term, this Contract will automatically renew in accordance with the renewal terms and conditions. If the renewal notice indicates that this Contract will be renewed at a Monthly Variable Price, the Monthly Variable Price will be set in Constellation's discretion and may vary from month to month based on Constellation's assessment of applicable market conditions, historic and projected supply and hedging costs,

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prior months pricing and balancing costs, projected average customer bill amounts and utility pricing. My Monthly Variable Price may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs and a profit margin determined in Constellation's discretion that may vary from month to month.

6. This Contract may be cancelled as follows:

- Within five (5) business days from the date I signed or received this Contract, I may cancel this Contract by contacting Constellation at (855) 465-1244 or by written request.
- If I terminate this Contract after the fifth (5th) business day from the date I signed or received this Contract, the early termination fee will be the greater of \$150 or the amount of gas I failed to consume during the remainder of my fixed term, calculated on the basis of prior usage, multiplied by the positive difference, if any, between the fixed price I agreed to pay and the price for which Constellation can sell such gas at the time of my termination.
- The early termination fee is not a penalty, but compensates Constellation for the cost of buying gas in advance on my behalf. The fee only applies to fixed price contracts.
- This Contract will automatically terminate without penalty if I move and the requested service location is not served by NIPSCO, or if I move to an area not served by Constellation; otherwise, this Contract will remain in effect if I move.
- This Contract will terminate in the event I am disconnected from service for non-payment. Re-enrollment will be required to re-establish my eligibility and service under the Choice Program under a new agreement.
- If I receive an arrears notice and do not pay the arrearage balance prior to my next cycle billing date, then effective as of that next billing date, I will be removed from the Choice Program and returned to bundled utility service.
- All returned checks will be subject to the maximum fee allowed by law.
- In the future Constellation may bill me directly and separately from NIPSCO.
- If I fail to pay my bill, Constellation may cancel this Contract by providing me with fifteen (15) days written notice.
- If the IURC or NIPSCO decides to end or change the program under which I buy gas, Constellation may cancel this Contract on 30 days advance written notice with no penalty. In the event Constellation is no longer eligible to participate in the Choice Program, this Contract shall automatically terminate with no penalty.
- If I fail to pay my bill in a timely manner NIPSCO may terminate my eligibility for the Choice Program.
- Should I fail to comply with NIPSCO's payment policies I may no longer be eligible for the Choice Program and will be subject to any pertinent late fees as set forth in the NIPSCO tariff approved by the IURC.

It may take up to two billing cycles to switch service back to NIPSCO or another supplier in the event of the cancellation or termination of this Contract. I am responsible for paying all natural gas consumed prior to the time the switch to NIPSCO or another supplier is effective.

7. If I have a question or concern about my bill, I will call Constellation's Customer Care Center at (855) 465-1244, M-F 8 A.M. to 8 P.M. EST or send a letter to Constellation, P.O. Box 4911, Houston, Texas 77210-4911, or email to home@Constellation.com.

- Constellation will refer all complaints, written or verbal, to a person who will acknowledge them promptly and work out a mutually satisfactory resolution. If I am still unhappy, I may contact a Constellation supervisor who will respond to me promptly.
- If my questions are not resolved after I have called Constellation, I may also call the Indiana Office of Utility Consumer Counselor ("OUCC"). The OUCC is the state agency with the statutory responsibility of representing consumers on all utility matters. I have a right to contact this agency with any questions, concerns or conflicts, regarding Constellation or the program. Contact Information: Indiana Office of Utility Consumer Counselor, PNC Center, 115 W. Washington St., Suite 1500 South, Indianapolis, Indiana 46204; www.IN.gov/OUCC; Toll Free: (888) 441-2494, Voice/TDD: (317) 232-2494, FAX: (317) 232-5923. Email: UCCINFO@oucc.in.gov.

8. IF I SMELL GAS I SHOULD IMMEDIATELY CALL NIPSCO AT (800) 634-3524 AND LOCAL EMERGENCY PERSONNEL AT 911.

9. Throughout the Primary Term and any renewal terms, I authorize Constellation to obtain information from NIPSCO that includes, but is not limited to, account name, account number, credit information, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage (including for the last 0, 12 or 36 months), rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on my NIPSCO bill, billing and payment information from NIPSCO. I authorize Constellation to release such information to third parties that need to know such information in connection with my natural gas supply service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this Contract is in effect. I may rescind these authorizations at any time by either calling or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate this Contract in the event these authorizations are rescinded, I fail to meet or maintain satisfactory credit standing as determined by Constellation, or I fail to meet minimum or maximum threshold consumption levels as determined by Constellation. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a credit-reporting agency.

10. Constellation will deliver natural gas to an existing or future point of interconnection between NIPSCO's distribution system and a third party pipeline supplying natural gas to NIPSCO (the "Delivery Point"). Title and risk of loss related to natural gas transfer to me at the Delivery Point and I will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale purchase, and delivery of such natural gas to my home or business. "Taxes" means all taxes, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on me or that Constellation passes through to me, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but

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not limited to gross receipts, utility taxes, sales, consumption, use, value added, per therm, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity.

11. I agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any damages or claims for matters within the control of NIPSCO, which include maintenance of pipelines, service interruptions, loss or termination of service, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate natural gas supply service on the date specified herein due to any failure or delay in enrolling you with NIPSCO. Constellation's liability shall be limited to direct actual damages only, which will not exceed the amount of my single largest monthly invoice during the preceding twelve (12) months. In no event shall Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. If something happens that is beyond Constellation's reasonable control that prevents us from performing our obligations under this Contract, then Constellation will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or NIPSCO; curtailment, disruption or interruption of natural gas distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under my or Constellation's control, such as NIPSCO.
12. I understand that there may be delays before NIPSCO switches my account and that Constellation may choose not to accept this Contract for any reason whatsoever. This Contract is our complete agreement. No oral statements made by anyone are a part of this Contract, and any changes to this Contract must be made in writing. Constellation may change the terms of this Contract by providing notice of such change at least thirty (30) days prior to the effective date of the change. If I do not agree with the change, I may cancel this Contract by providing written notice to Constellation within thirty (30) days of the date of the notice. Constellation may record and disclose telephone conversations with me. Constellation may ask commercial customers for credit enhancements or adequate assurance of their ability to perform their obligations under this Contract, which must be provided within thirty (30) days of such request. Constellation may assign this Contract to another supplier authorized by NIPSCO provided that Constellation gives me no less than thirty (30) days written notice and the assignee assumes all of Constellation's responsibilities and duties under this contract. Any required notice shall be deemed to have been made if mailed to the appropriate party at the last known mailing address. Neither my Customer account number(s) nor any other confidential information will be released without my written consent. For purposes of accounting both parties accept the quantity, quality, and measurement determined by NIPSCO. Except as provided by law, all taxes due and payable with respect to the customers obligations under this Contract shall be paid by customer.
13. Constellation may pass through or allocate, as the case may be, to you any increase in Constellation's costs related to the natural gas and related products and services to be sold to you that results from the implementation of new, or changes (including changes to pipeline or Utility transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or pipeline business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Any such increase may be reflected as an increased price or as a separate line item or invoice. If there is a Change in Law which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement.

Exhibit A

BRAND	ADDRESS	CITY	ST	ZIP	Meter #	UTILITY	ACCOUNT NUMBER	START DATES
Applebee's	5788 Coventry Ln	Fort Wayne	IN	46804	0904597	NIPSCO	396787008	11/1/2023
Applebee's	4510 N Clinton St	Fort Wayne	IN	46825	9384358	NIPSCO	376787006	11/1/2023
Applebee's	670 Morthland Dr	Valparaiso	IN	46385	1437162	NIPSCO	394187002	11/1/2023
Applebee's	6615 N Main St	Granger	IN	46530	G0066497	NIPSCO	114787001	11/1/2023
Applebee's	8425 Broadway	Merrillville	IN	46410	G0149971	NIPSCO	147887007	11/1/2023
Applebee's	1807 Rieth Blvd	Goshen	IN	46526	7992187	NIPSCO	545587000	11/1/2023
Applebee's	2621 E Center St	Warsaw	IN	46580	G0149787	NIPSCO	566787004	11/1/2023
Applebee's	6525 Lima Rd	Fort Wayne	IN	46818	8092496	NIPSCO	552587003	11/1/2023
Applebee's	2225 N Oak Dr	Plymouth	IN	46563	7992171	NIPSCO	925587000	11/1/2023
Applebee's	6211 US Highway 6	Portage	IN	46368	9440837	NIPSCO	572787009	11/1/2023
Applebee's	602 Fairview Blvd	Kendallville	IN	46755	0001025	NIPSCO	375187002	11/1/2023
Applebee's	330 Ridge Rd	Munster	IN	46321	0904556	NIPSCO	722787009	11/1/2023
Applebee's	5414 Meijer Dr	Fort Wayne	IN	46835	9407993	NIPSCO	776787006	11/1/2023
Applebee's	202 E Wendell Jacob Ave	Angola	IN	46703	G0125884	NIPSCO	195787006	11/1/2023
Applebee's	507 Ley Dr	Auburn	IN	46706	0001040	NIPSCO	166787008	11/1/2023
Applebee's	1150 E Ireland Rd	South Bend	IN	46614	9285173	NIPSCO	357887007	11/1/2023
Papa John's	1100 W Broadway St	Monticello	IN	47960	G0364884	NIPSCO	7628980014	11/1/2023







NIPSCO Sun Holdings IN Docs

Final Audit Report

2023-09-22

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