

BEFORE THE DISTRICT OF COLUMBIA PUBLIC SERVICE COMMISSION

Application Docket No. _____

Application of Secure Energy Solutions, LLC, d/b/a ("doing business as")

_____ for approval to offer, render, furnish, or supply natural gas services as a(n) Aggregator/Broker, [specified in item 10 below] to the public in the District of Columbia

To the District of Columbia Public Service Commission:

BUSINESS INFORMATION

1. IDENTITY OF THE APPLICANT:

a. Legal Name Secure Energy Solutions, LLC

Current Mailing Address: 515 Shaker Road
East Longmeadow, MA 01028

Street Address (if different): _____

Telephone Number: (800) 655-9818

Website URL: www.sesenergy.org

Other States, including District of Columbia, in which the Applicant is now or has been engaged in the retail sale of natural gas and the names under which the Applicant is engaged or has been engaged in such business(es) Applicant may limit response to the last three (3) years:

Name: Secure Energy Solutions, LLC

Business Address: 515 Shaker Road
East Longmeadow, MA 01028

License # State of Issuance: See: "Exhibit A - Licensed States"

Other states in which the Applicant has applied to provide retail natural gas service but has been rejected. Applicant may limit response to the last three (3) years:

State(s): N/A

Date of Application: N/A

Attach additional sheets to the application if necessary.

b. Trade name (If Applicant will not be using a trade name, skip to question no. 2.a.):

Trade Name: _____

c. The District of Columbia and other states, in which the Applicant has provided retail natural gas service under the current Applicant name or in a different name but has voluntarily or involuntarily surrendered its license. Describe reasons for license surrender. With regard to a voluntary or involuntary license surrender in the District of Columbia only, state whether any previously outstanding assessments and/or penalties imposed by the Commission and the Office of the People's Counsel have been paid. If any previous assessments and/or penalties are unpaid, provide a date certain when those assessments and/or penalties will be paid. Applicant may limit response to the last five (5) years:

State(s): _____

Date of License Surrender and Reasons for License Surrender:

In the District of Columbia, Amount of Paid Assessments and Unpaid Assessments/Penalties Following License Surrender and to Whom Owed (If Applicable)

Attach additional sheets to the application if necessary.

2.a. CONTACT PERSON-REGULATORY CONTACT:

Name and Title: Michael Schmidt, Director of Operations

Address: 515 Shaker Road
East Longmeadow, MA 01028

Telephone: () (413) 733-2571 Ext. 223
Fax: () (413) 733-2574
E-mail: mschmidt@sesenergy.org

b. CONTACT PERSON-CUSTOMER SERVICE and CONSUMER COMPLAINTS (not required for Aggregators who do not take title and/or Brokers):

Name and Title: N/A

Address: N/A

Telephone: () _____
Fax: () _____
E-mail: _____

3. RESIDENT AGENT:

Name and Title: InCorp Services, Inc

Address: 1090 Vermont Ave. NW Suite 910, Washington, DC 20005

Telephone: () (800) 246-2677
Fax: () (702) 866-2689
E-mail: Soudaly.pizann@incorp.com

4. PRIMARY COMPANY OFFICIALS

President/General Partners:
Name(s) Christopher A. DUBY

Business Address: 515 Shaker Road

East Longmeadow, MA 01028

CEO/Managing Partner:
Name(s) Kevin Mattson

Business Address: 515 Shaker Road
East Longmeadow, MA 01028

Secretary Name: (Vice President) Joseph Fusco

Business Address: 515 Shaker Road
East Longmeadow, MA 01028

Treasurer Name: (General Counsel) Erik J. Ness

Business Address: 515 Shaker Road
East Longmeadow, MA 01028

a. **APPLICANT'S BUSINESS FORM:** (select and complete appropriate statement)

- Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other _____

b. **STATE OF FORMATION:** Applicant's business is formed under the laws of the State of Massachusetts

- c. **STATUS: Provide a certificate issued by the state of formation certifying that the Applicant is in good standing and qualified to do business in the state of formation.**

See: "Exhibit B - Certificate of Good Standing"

If formed under the laws of other than the District of Columbia, provide a certificate issued by the District of Columbia Department of Consumer and Regulatory Affairs (DCRA) certifying that the applicant is registered or qualified, to do business in the District of Columbia and is currently in good standing with DCRA and with the District Department of Finance and Revenue.

- d. **OWNERSHIP:** Provide on a separate sheet the names and addresses of all persons and entities that directly or indirectly own ten percent (10%) or more of the ownership interests in the Applicant, or have the right to vote ten percent (10%) or more in the Applicant's voting securities, or who otherwise have the power to control ten percent (10%) or more of the Applicant.

See: "Exhibit C - Ownership"

5. AFFILIATES, OR PREDECESSOR(S), ENGAGED IN THE SALE OR TRANSPORTATION/DELIVERY OF NATURAL GAS AT WHOLESALE OR RETAIL TO THE PUBLIC: (select and complete appropriate statement) (Applicant may limit responses to the last five (5) years)

- a. The Applicant has no such Affiliate(s) or Predecessors(s). Secure Energy has no
such Affiliates or Predecessors
- b. Applicant is an Affiliate of a regulated utility. Please provide the regulated utility's Name and the jurisdictions in which it operates: _____

- c. Affiliate(s), or Predecessor(s), other than a regulated utility that provides, or provided, sale or transportation/delivery of natural gas at wholesale or retail to the public:

Name: _____

Business Address: _____

License #, State of Issuance: _____

Location of Operations (Utility Service Territory): _____

Attach additional sheets to the application if necessary.

6. ACTIONS AGAINST LICENSEES: Provide the following information for the Applicant, any Predecessor(s), and any unregulated Affiliate that engages in or engaged in the sale or transportation/delivery of natural gas at wholesale or retail to the public. (Applicant may limit responses to the last five (5) years).

- Identify all actions against the Licensee, Predecessor or any regulated or unregulated affiliate(s) such as Suspensions/Revocations/Limitations/Reprimands/Fines and describe the action in an attached statement, including docket numbers, offense dates, and case numbers, if applicable. Formal Investigations (defined as those investigations formally instituted in a public forum by way of the filing of a complaint, show cause order, or similar pleading) instituted by any regulatory agency or law enforcement agency relating to the Applicant, Predecessor(s), or unregulated affiliate(s) if, as a result of the investigation, Applicant's/Predecessor's/or affiliate's license to provide service to the public was in jeopardy are also listed. The license number, state of issuance, and name of license are identified below:

State(s): _____

Name(s): _____

License Number(s) (or other applicable identification):

- No such action has been taken.

7. RELIABILITY AND ENVIRONMENTAL OFFICIAL ACTIONS AGAINST APPLICANTS/AFFILIATES: Provide the following information for Official Actions that have been taken against the Applicant, any Predecessor(s), and any unregulated Affiliate (if available to the Applicant) that engages in the retail or wholesale sale of natural gas for matters relating to environmental or reliability status for the past five years.

- Official Actions such as Suspensions/Revocations/Limitations/Reprimands/Fines/Regulatory Investigations (state agencies, FERC, EPA, or other federal agencies) have been taken against the Applicant, any Predecessor(s) or unregulated affiliate(s), and are described in the attached statement, including docket numbers, offense dates, and case numbers, if applicable.

State(s): _____

Name(s): _____

- No such action has been taken.

OPERATIONAL CAPABILITY

TECHNICAL FITNESS

8. Provide sufficient information to demonstrate technical fitness to provide the service proposed in this Application. Examples of such information which may be submitted include the following:

- A general description of Applicant's retail natural gas supply activities in the District of Columbia, if any, including other service territories in which Applicant has provided service and the time period.
- A copy of each agreement (if applicable) entered into with District of Columbia natural gas distribution companies.
- Biographies, including titles, of relevant experienced personnel in key technical positions. See: "Exhibit D - Technical Fitness"
- Other.

9. **SOURCE OF SUPPLY:** (Check all that apply) This is for informational purposes only. No update required.

- Not applicable. Applicant will not be supplying retail natural gas.
- Applicant owns natural gas supply.
- Applicant contracts for natural gas.
- Applicant obtains natural gas on the spot market
- Other. Applicant must attach a statement detailing its source of natural gas supply.
- Aggregator or Broker only

SCOPE OF OPERATIONS

(Check all that apply)

10. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- Natural Gas Supplier/Marketer of natural gas.

Aggregator acting on behalf of Customers to purchase natural gas and does not take title to natural gas.

Broker acting as an agent or intermediary on behalf of Customers in the sale and purchase of natural gas and who does not take title to natural gas.

Which natural gas supply related service(s) does the Applicant offer?

- Billing
 Other (Please specify the nature of such other services in an attached statement.)

Does Applicant intend to offer competitive billing services? No

Is the Applicant proposing to offer any other services? No
If so, please provide information regarding the proposed service in an attached statement.

11. AREA OF OPERATION: If the Applicant does not intend to offer services throughout the Washington Gas Light Company territory in the District of Columbia, Applicant must, in an attached statement, describe in detail the area within the Natural Gas Company's service territory in which Applicant's services will be offered.

Applicant intends to offer service throughout the Washington Gas Light Company territory in the District of Columbia.

Applicant intends to offer services in only a portion of Washington Gas Light Company's service territory in the District of Columbia. Please see attached statement.

12. CUSTOMERS: Applicant proposes to initially provide services to (check all that apply):

Residential Customers

Commercial Customers

Industrial Customers

Other (Describe in attachment)

Also, Applicant proposes:

Restrictions upon the number of end use Customers (Describe in attachment)

- No restrictions on the number of end use Customers.
- Restrictions upon the size of end use Customers (Describe in attachment).
- No restrictions regarding the size of the end use Customers (Describe in attachment).
- Other restrictions regarding Customers (Describe in attachment).

13. **START DATE:** The Applicant proposes to begin delivering services:

- Upon approval of the Application and receipt of License.
- Other approximate date of commencement.

FINANCIAL INTEGRITY

14. **REQUIRED DOCUMENTATION OF FINANCIAL INTEGRITY:**

Check that the documents listed below are attached to the Application.

The Applicant shall provide the most recent versions of the following documents to the extent they are available:

- Credit reports or ratings prepared by established credit bureaus or agencies regarding the Applicant's payment and credit history. See: "Exhibit E - Credit Reports"
- Balance sheets, income statements and statements of cash flow for the two (2) most recent 12-month periods for which information is available. Audited financial statements must be provided if they exist. In addition, the Applicant shall provide any financial statements subsequent to the most recent annual financial statements. See: "Exhibit F - Financial Statements"
- In the event that a parent or other company, person or entity has undertaken to guarantee the financial integrity of the Applicant, the Applicant must submit such entity's balance sheet, income statement and statement of cash flow, together with documentation of such guarantee to insure the financial integrity of the Applicant. Audited financial statements must be provided if they exist. In addition, the Applicant shall provide any available quarterly financial statements subsequent to the most recent annual financial statements.
- If the Applicant, parent, or guarantor entity has not been in existence for at least two (2) twelve (12)-month periods, it must provide balance sheets, income

statements and statements of cash flow for the life of the business. Audited financial statements must be provided if they exist.

- ✗ Organizational structure of Applicant. Include Applicant's parent, affiliate(s), and subsidiary(ies) if any. See: "Exhibit G - Organizational Structure"
- ✗ Evidence of general liability insurance. See: "Exhibit H - General Liability Insurance"
- If the Applicant has engaged in the retail supply of natural gas services in any other jurisdiction, evidence that the Applicant is a licensed supplier in good standing in those jurisdictions.
- A current long-term bond rating, or other senior debt rating.
- ✗ Any other evidence of financial integrity such as an unused line of bank credit or parent guarantees. See: "Exhibit I - Line of Credit Bank Letter"

15. BONDING REQUIREMENTS

Integrity Bond

An Applicant who cannot provide credible evidence that it meets the financial integrity standards listed in Section 4705 of Chapter 47 of Title 15 DCMR must submit a bond on the form attached to this Application ("Integrity Bond"). The Applicant, if licensed by the Commission as a natural gas supplier, may be required to update/revise this initial Integrity Bond, by revising the initial Integrity Bond or posting an additional Integrity Bond, as set forth in Section 4705.

However, an Applicant who can provide credible evidence that it meets the financial integrity standards listed in Section 4705 will not be required to submit an Integrity Bond. (The Applicant may still be required to submit a separate Customer Payments Bond, as discussed below.)

Customer Payments Bond

A separate bond on the appropriate form attached to this Application is mandatory if an Applicant requires prepayments and/or deposits from residential or small commercial Customers ("Customer Payments Bond"). Please check one of the boxes below to state whether you, the Applicant, intend to charge, collect, or hold prepayments and/or deposits, as such terms are defined in the Bonding Requirements Addendum attached to this Application:

- Applicant will not accept prepayments or deposits from residential and small commercial Customers.

- Applicant intends to accept prepayments or deposits and/or deposits from residential and small commercial Customers. Applicant must comply with Bonding Requirements Addendum governing the Customer Payment Bond.

Further details regarding the District of Columbia's bonding requirements are included in Sections 4704 and 4705 of Chapter 47 of Title 15 DCMR.

16. NOTICE OF REQUIRED COMPLIANCE: The Applicant is hereby notified that it is required to comply with the following:

- (a) The Applicant may be required to submit bond(s), as applicable as described in Section 15 herein.
- (b) The Applicant must update this application with the Commission immediately if any of the information provided in this Application changes or an error or inaccuracy is noted during the pendency of the Application. After an Application has been approved, a Licensee must inform the Commission of changes to all parts of the application and the averment regarding any civil, criminal, or regulatory penalties, etc. imposed on applicant, *et al.* within thirty days of the change or an error or inaccuracy is noted. A Licensee must inform the Commission of changes to the averment regarding bankruptcy proceedings instituted voluntarily or involuntarily within one business day of the institution of such proceedings.
- (c) Supplement this application in the event the Commission modifies the licensing requirements, or request further information.
- (d) Agree that it will not present itself as a licensed retail supplier of natural gas in the District of Columbia, sell or market services, accept deposits, prepayments, or contract with any end-use Customers without a license from the Commission.
- (e) Pay all fees imposed by the Commission and any applicable taxes.
- (f) Ensure that a copy of each service agreement entered into with the Washington Gas Light Company is provided to the Commission.
- (g) Attend a Natural Gas Suppliers Education Workshop sponsored by the Commission.
- (h) If certified, the Applicant shall institute a Privacy Protection Policy to protect against the unauthorized disclosure or use of information about a Customer or a Customer's use of service. A copy of that Policy shall be

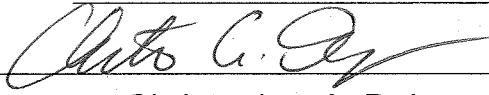
made available once a year, including any updates or changes, through electronic means or a hardcopy to the Customer and posted in a prominent place on each company's website.

- (i) Abide by 15 DCMR § 308 and not disclose information about a Customer or the Customer's use of natural gas or natural gas services without the Customer's written consent.
- (j) Agrees to comply with 15 DCMR § 4702.11 Natural Gas Company and Licensee Responsibilities in the event of a default after certification, and with the District of Columbia Natural Gas Supplier Coordination Tariff.

17. **AFFIDAVITS REQUIRED.** The Applicant must supply Affidavits of Tax Compliance and General Compliance to the Commission with the completed Application. The affidavits are included with this Application packet and must be executed by the Applicant or representative with authority to bind the Applicant in compliance with District of Columbia laws.

18. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.

19. **FEE:** The Applicant has submitted the required fee of \$400.00.

Applicant: Secure Energy Solutions, LLC
By: 
Printed Name: Christopher A. Duby
Title: President & Managing Member

AFFIDAVIT OF TAX COMPLIANCE

State of MASSACHUSETTS

:
: SS

County of HAMPDEN

Christopher A. Doby, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

(SES)

That he/she is the President (office of Affiant) of Secure Energy Solutions (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant:

That (SES), the Applicant herein, certifies to the Public Service Commission of the District of Columbia ("Commission") that it is subject to, will pay, and in the past has paid, the full amount of District of Columbia and Federal taxes imposed by applicable statutes and ordinances, as may be amended from time to time. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of the District of Columbia, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall provide to the Commission its jurisdictional Gross Receipts and revenues from retail sales in the District, for the previous year or as otherwise required by the Commission.

As provided by applicable Law, Applicant, by filing of this application waives confidentiality with respect to its tax information in the possession of the (appropriate taxing authority), regardless of the source of the information, and shall consent to the (appropriate taxing authority) providing that information to the Commission. The Commission shall retain such information confidentially. This does not constitute a waiver of the confidentiality of such information with respect to any party other than the Commission.

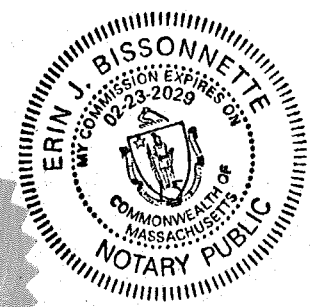
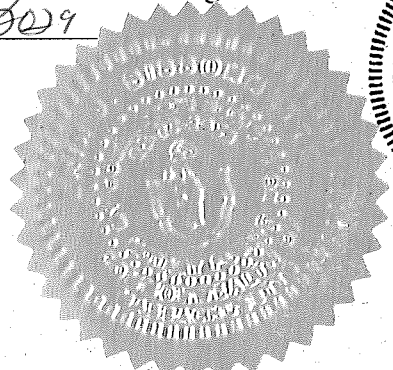
That the facts above set forth are true and correct to the best of his/her present knowledge, information, and belief after due inquiry and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Signature of Affiant

Sworn and subscribed before me this 11th day of April 2024

[Signature]
Signature of official administering oath

My commission expires February 23 2029



AFFIDAVIT OF GENERAL COMPLIANCE

State of MASSACHUSETTS :
 :
County of HAMPDEN : ss

Christopher A. Doby Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He/she is the President (Officer/Affiant) of Secure Energy Solutions (Name of Applicant).

That he/she is authorized to and does make this affidavit for said Applicant.

That the Applicant herein certifies to the Public Service Commission of the District of Columbia ("Commission") that:

The Applicant agrees to comply with the terms and conditions of Washington Gas Light Company's tariff and agreements.

The Applicant is in compliance with and agrees to comply with all applicable Federal and District of Columbia consumer protection and environmental laws and regulations, and Commissions regulations, fees, assessments, order and requirements.

If certified, the Applicant shall institute a Privacy Protection Policy to protect against the unauthorized disclosure or use of information about a Customer or a Customer's use of service. A copy of that Policy shall be made available once a year, including any updates or changes, through electronic means or a hardcopy to the Customer and posted in a prominent place on each company's website.

The Applicant also agrees to abide by 15 DCMR § 308 and not disclose information about a Customer or a Customer's use of service without the Customer's written consent.

Applicant agrees, upon request by the Commission, to provide copies to the Commission, of its consumer forms and/or contracts, its marketing or advertising materials (flyers and solicitation scripts), consumer pamphlets and its consumer education materials.

Applicant agrees to abide by any periodic reporting requirements set by the Commission by regulation, including any required periodic reporting to the (appropriate taxing authority).

The Applicant has obtained all the licenses and permits required to operate the proposed business in the District of Columbia.

The Applicant agrees that it shall neither disclose nor resell individual residential Customer data provided to the Applicant by Washington Gas Light Company. Disclosure or resale of individual non-residential Customer data provided to the Applicant by a District of Columbia natural gas company will be governed by Customer contract.

The Applicant agrees, if the Commission approves its Application, to post an appropriate bond or other form of financial guarantee as required by the Commission and its regulations.

If the Applicant is certified, but later defaults, the licensee/Supplier agrees to comply with 15 DCMR § 4702.11, Natural Gas Company and Licensee Responsibilities in the event of a default, and with the District of Columbia Natural Gas Supplier Coordination Tariff.

The Applicant agrees, pursuant to the requirements of § 4703, to complete the Natural Gas Supplier Education Workshop sponsored by the Commission. Successful completion of the workshop by the Licensee shall be evidenced by a certificate issued by the Commission.

The Applicant, including any of its Predecessor(s) and/or affiliates that engages in or engaged in the sale or transportation/delivery of natural gas at wholesale or retail to the public, the general partners, company officials, corporate officers or directors, or limited liability company managers or officers of the Applicant, its predecessor(s) or its affiliates:

1. Has had no civil, criminal or regulatory sanctions or Penalties imposed against it within the previous five (5) years pursuant to any state or federal consumer protection law or regulations, has not been convicted of any fraud-related crime (including, but not limited to, counterfeiting and forgery, embezzlement and theft, fraud and false statements, perjury, and securities fraud) within the last five (5) years; and has not ever been convicted of a felony; or alternatively.
2. Has disclosed by attachment all such sanctions, penalties or convictions.

The Applicant further certifies that it:

1. Is not under involuntary bankruptcy/insolvency proceedings including but not limited to, the appointment of a receiver, liquidator, or trustee of the supplier, or a decree by such court adjudging the supplier bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the supplier; and

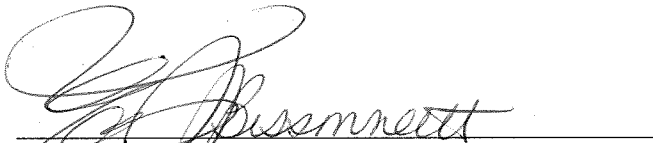
2. Has not filed a voluntary petition in bankruptcy under any provision of any Federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, a supplier admits in writing its inability to pay its debt generally as they become due to consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

That Applicant possesses the requisite managerial and financial fitness to provide service at retail in the District of Columbia.

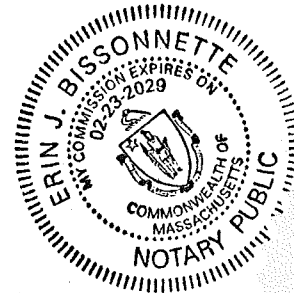
That the facts above set forth are true and correct to the best of his/her present knowledge, information, and belief after due inquiry and that he/she expects said Applicant to be able to prove the same at any hearing hereof.


Signature of Affiant

Sworn and subscribed before me this 11th day of APRIL, 2024.


Signature of official administering oath

My commission expires February 23, 2029.



VERIFICATION

State of Massachusetts :
County of Hampden : SS

Christopher A. Doby, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He/she is the President (Officer/Affiant) of Secure Energy Solutions (Name of Applicant);

That he/she is authorized to and does make this affidavit for said corporation;

The Applicant understands that the making of a false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to all applicable Sections of the District of Columbia Code as may be amended from time to time relating to perjury and falsification in official matters.

That the Applicant will supplement this Application in the event the Public Service Commission of the District of Columbia ("Commission") modifies the licensing requirements, or requests further information.

That the Applicant agrees that it will not present itself as a licensed retail supplier of natural gas in the District of Columbia, sell or market natural gas, accept deposits, prepayments, or contract with any end-use Customers without a license from the Commission.

That the Applicant agrees to update information contained in this Application in accordance with the schedule set forth in the Application.

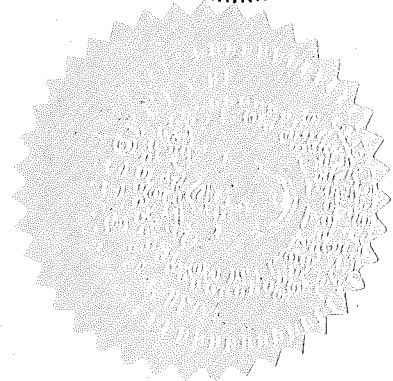
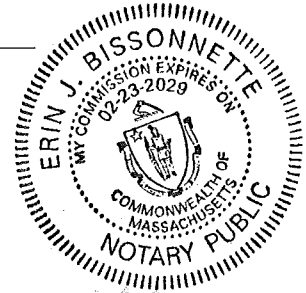
That the facts above set forth are true and correct to the best of his/her present knowledge, information, and belief after due inquiry and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Chad C. O'G
Signature of Affiant

Sworn and subscribed before me this 11th day of April, 2024.

Erin J. Bissonnette
Signature of official administering oath

My commission expires February 23 2029



**APPLICANT'S GENERAL AUTHORIZATION FOR VERIFICATION OF
FINANCIAL INFORMATION, ETC.**

TO WHOM IT MAY CONCERN:

I/We have applied to the District of Columbia Public Service Commission (the "Commission") for a license to be a Natural Gas Supplier, or to provide certain Natural Gas Supply related services, and authorize you to release to the Staff of the Commission and its authorized representatives and agents any information or copies of records requested concerning:

MY COMPANY OR BUSINESS AND ITS HISTORY, PERFORMANCE, OPERATIONS, CUSTOMER RELATIONS, FINANCIAL CONDITION, INCLUDING BANK ACCOUNT TRANSACTIONS AND BALANCES, PAYMENT HISTORY WITH SUPPLIERS AND OTHER CREDITORS, VERIFICATION OF NET WORTH AND OTHER INFORMATION AND RECORDS WHICH THE COMMISSION REQUIRES TO VERIFY OR MAKE INQUIRY CONCERNING MY/OUR FINANCIAL INTEGRITY AND THE INFORMATION CONTAINED IN MY/OUR LICENSE APPLICATION OR OTHER INFORMATION PROVIDED BY ME/US TO THE COMMISSION OR, STAFF OF THE COMMISSION OR ITS REPRESENTATIVES OR AGENTS.

This Authorization is continuing in nature and includes release of information following issuance of a license, for reverification, quality assurance, internal review, etc. The information is for the confidential use of the Commission and the Staff of the Commission in determining my/our financial integrity for being a licensee or to confirm information I/We have supplied and may not be released by order of the Commission or by order of a court of competent jurisdiction.

A photographic or fax copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original. The original signed form is maintained by the Staff of the Commission.

APPLICANT'S AUTHORIZATION TO RELEASE INFORMATION:

Christopher A. Duby

APPLICANT (please print)



APPLICANT'S SIGNATURE

4/11/24

DATE

President & Managing Member

TITLE

PREPAYMENT AND DEPOSIT BONDING REQUIREMENTS ADDENDUM

1. DEFINITION AND EXCLUSION

- a. Any natural gas supplier or aggregator or broker who charges or collects deposits or prepayments shall maintain a bond in an amount at least equal to the total amount of such deposits and prepayments as specified in this Section. Prepayments and/or deposits from non-residential customers whose metered use during any month of the previous twelve-month period was in excess of 625 dekatherms per month are exempt from the calculation of the bond requirement. For new non-residential customers, the exemption will apply if the sales to that customer are expected to be in excess of 625 dekatherms per month.
- b. "Deposits" include all payments made by a consumer to a natural gas supplier to secure the natural gas supplier against the consumer's nonpayment or default.
- c. "Prepayments" include all payments made by a consumer to a natural gas supplier for services that have not been rendered at the time of payment.
 1. Where a natural gas supplier charges for services based on a quantity of natural gas, such as a price per therm, then prepayments include any payments for any quantity that has not been delivered to the consumer at the time of payment.
 2. Where a natural gas supplier charges for services based on a period of time, such as charging a membership fee, initiation fee or other fee for services for a time period, then prepayments include the amount of the total charges collected by the natural gas supplier for the period of time less the prorated value of the period of time for which services have been rendered.
 3. Where a natural gas supplier charges for services based on a measure other than quantity of natural gas delivered or a period of time, the Commission shall determine, on a case by case basis, whether the charges involve a prepayment and the appropriate method of calculating the required bond.
 4. Prepayments do not include any funds received in advance of the services being rendered as a result of the consumer's

voluntary participation in a budget billing or level billing plan by which the consumer's anticipated natural gas costs are averaged over a period of time.

2. WHO MUST POST BOND

Any natural gas supplier or aggregator or broker who charges or collects deposits or prepayments shall maintain a bond in an amount at least equal to the total amount of such deposits and prepayments as specified in this Section. Prepayments and/or deposits from non-residential customers whose metered use during any month of the previous twelve-month period was in excess of 625 dekatherms per month are exempt from the calculation of the bond requirement. For new non-residential customers, the exemption will apply if the sales to that customer are expected to be in excess of 625 dekatherms per month.

3. PROCEDURE FOR DETERMINING AMOUNT OF BOND

- a. **INITIAL BOND:** Before accepting any deposits or prepayments, or for active suppliers prior to who have deposits or prepayments from current customers, a natural gas supplier must (1) notify the PSC on its license Application, within thirty (30) days of the change for an existing license holder, or by separate communication that it intends to begin charging deposits or prepayments, and (2) post an initial bond of fifty thousand dollars (\$50,000). If a bond is required of an aggregator or broker the amount shall be ten thousand dollars (\$10,000).
- b. **SIX MONTH CERTIFICATION:** Within six months after the initial bond is posted, (1) the natural gas supplier shall provide to the PSC, an audited certification conducted by either an independent certified accountant ("CPA") or the PSC Accounting Division (see below) of the amount of the deposits and prepayments and (2) a bond in the amount certified by either an independent CPA or by the PSC Accounting Division.
- c. **ANNUAL CERTIFICATION:** Annually thereafter, coinciding with the annual update requirements of the PSC license application, the natural gas supplier shall provide to the PSC (1) a statement of the amount of the deposits and prepayments conducted by either an independent CPA or the PSC Accounting Division and (2) a bond in that amount.

- d. **QUARTERLY UPDATES:** Following submittal of the first annual update, the natural gas supplier must provide to the PSC (1) a quarterly management report stating the amount of deposits and prepayments collected and (2) an adjustment to the bond in that amount.
4. **CPA/PSC ACCOUNTING DIVISION AUDIT REPORT.** The natural gas supplier shall provide appropriate certification at the intervals discussed in the above paragraphs, on funds collected by a Supplier for prepayments or deposits. The Supplier will have the option of certifying funds through an audit conducted by independent certified public accountant or by the PSC Accounting Division. The audit will verify collections and balances of prepayments and deposits as of a specific date and whether the Supplier has appropriate bond coverage.
5. **BOND FORM: BENEFICIARY, CLAIMS, DISTRIBUTION.** The natural gas supplier shall provide a bond on the form required by the PSC.
6. **COMPLIANCE INVESTIGATIONS.** The PSC has the right to initiate appropriate investigations if it determines a Supplier is collecting prepayments and/or deposits from customers without appropriate bond coverage. The PSC will utilize appropriate legal remedies both to investigate and/or enforce actions necessary to ensure suppliers have appropriate bonds.

**ATTACHMENT B
FORM OF CUSTOMER PAYMENTS BOND**

SURETY BOND

Bond No. _____

We,

(Name of supplier)

(Address of supplier)

as principal, and

(Surety Company)

(Address of surety)

as surety authorized to do business in the District of Columbia, are held and firmly bound to the Public Service Commission of the District of Columbia, as obligee for the use and benefit of all persons establishing legal rights hereunder, in the sum of FIFTY THOUSAND AND NO/100 (\$50,000) lawful money of the United States of America, to the payments of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by this document.

WHEREAS, the Principal has applied to the Public Service Commission of the District of Columbia for a license to provide natural gas service to retail Customers in the District of Columbia, and

WHEREAS, pursuant to the Retail Natural Gas Licensing and Consumer Protection Act of 2004, the Public Service Commission of the District of Columbia is authorized to require the Principal to maintain a bond in order to provide retail natural gas service.

NOW, THEREFORE, if the Principal shall faithfully and truly fulfill all of its service or product contracts and other contractual commitments to deliver retail natural gas services, and not file for bankruptcy or for similar protection under law, then this obligation shall be void, otherwise to remain in full force and effect as security for the use of the Public Service Commission of the District of Columbia or of any person or entity, who after entering into a service or product contract or third party supplier agreement for service in the District of

Columbia with the above named Principal is damaged or suffers any loss of a deposit or prepayment (as such terms are defined in) (Sections 4704 and 4705 of Chapter 47 of Title 15 DCMR) by reason of failure of service or by other breach or bankruptcy by this Principal.

The aggregate liability of the Surety is limited to the foregoing sum which sum shall be reduced by any payment made in good faith hereunder.

The term of this bond is for the period beginning _____ and terminating _____, and may continue for an annual period by a Continuation Certificate signed by the Principal and Surety, a copy of which must be served by registered mail upon the Secretary of the Public Service Commission of the District of Columbia.

In order to draw funds on this Bond, the Public Service Commission of the District of Columbia shall issue an order stating that the Licensee is financially insolvent or unable to meet its obligations as for restitution to any Licensee's Customer who has suffered actual damages or loss of a deposit or prepayment (as such terms defined in Sections 4704 and 4705 of Chapter 47 of Title 15 DCMR) in a specific amount by means of failure, or by reason of breach of contract or violation of the Retail Natural Gas Licensing and Consumer Protection Act of 2004 and/or regulations, rules or standards promulgated pursuant thereto.

SIGNED, SEALED AND DATED this _____ day of _____

Principal

By: _____
(Signatory)

Surety

Address of Surety:

By: _____
(Signatory)

Notary Seal

ATTACHMENT C
FORM OF INTEGRITY BOND
FOR NATURAL GAS SUPPLIERS AND MARKETERS
INTEGRITY BOND-SURETY BOND

Bond No. _____

We,

(Name of supplier)

(Address of supplier)

as principal, and

(Surety Company)

(Address of surety)

as surety authorized to do business in the District of Columbia, are held and firmly bound to the Public Service Commission of the District of Columbia, as obligee for the use and benefit of all persons establishing legal rights hereunder, in the sum of FIFTY THOUSAND AND 00/100 (\$50,000) lawful money of the United States of America, to the payments of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by this document.

WHEREAS, the Principal has applied to the Public Service Commission of the District of Columbia for a license to provide natural gas service to retail Customers in the District of Columbia, and

WHEREAS, pursuant to the Retail Natural Gas Licensing and Consumer Protection Act of 2004, (D.C. Code §34-1671.05), the Public Service Commission of the District of Columbia is authorized to require the Principal to maintain a bond in order to provide retail natural gas service.

NOW, THEREFORE, if the Principal shall faithfully and truly fulfill all of its service or product contracts and other contractual commitments to deliver retail natural gas services, and not file for bankruptcy or for similar protection under law, then this obligation shall be void, otherwise to remain in full force and effect as security for the use of the Public Service Commission of the District of Columbia or of any person or entity, who after entering a service or product contract or third party supplier agreement for service in the District of Columbia with the above named Principal is actually damaged or suffers any actual loss by reason of failure of service or by other breach or bankruptcy by this Principal.

The aggregate liability of the Surety is limited to the foregoing sum which sum shall be reduced by any payment made in good faith hereunder.

The term of this bond is for the period beginning _____ and terminating _____, and may be continued for an annual period by a Continuation Certificate signed by the Principal and Surety, a copy of which must be served by registered mail upon the Secretary of the Public Service Commission of the District of Columbia.

In order to draw funds on this Bond, the Public Service Commission of the District of Columbia shall issue an order stating that the Licensee is financially insolvent or unable to meet its obligations as for restitution to any Licensee's Customer who has suffered actual damages or loss of a deposit or prepayment (as such terms defined in Sections 4704 and 4705 of Chapter 47 of Title 15 DCMR) in a specific amount by means of failure, or by reason of breach of contract or violation of the Retail Natural Gas Licensing and Consumer Protection Act of 2004 and/or regulations, rules or standards promulgated pursuant thereto.

SIGNED, SEALED AND DATED this _____ day of

Principal: _____

By: _____
(Signatory)

Surety: _____

Address of Surety: _____

By: _____
(Signatory)

Notary Seal

ATTACHMENT D

**FORM OF INTEGRITY BOND
FOR AGGREGATORS AND BROKERS**

INTEGRITY BOND-SURETY BOND

Bond No. _____

We,

(Name of supplier)

(Address of supplier)

as principal, and

(Surety Company)

(Address of surety)

as surety authorized to do business in the District of Columbia, are held and firmly bound to the Public Service Commission of the District of Columbia, as obligee for the use and benefit of all persons establishing legal rights hereunder, in the sum of TEN THOUSAND 00/100 (\$10,000) lawful money of the United States of America, to the payments of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by this document.

WHEREAS, the Principal has applied to the Public Service Commission of the District of Columbia for a license to provide natural gas service to retail Customers in the District of Columbia, and

WHEREAS, pursuant to the Retail Natural Gas Licensing and Consumer Protection Act of 2004, the Public Service Commission of the District of Columbia is authorized to require the Principal to maintain a bond in order to provide retail natural gas service.

NOW, THEREFORE, if the Principal shall faithfully and truly fulfill all of its service or product contracts and other contractual commitments to deliver retail natural gas services, and not file for bankruptcy or for similar protection under law, then this obligation shall be void, otherwise to remain in full force and effect as security for the use of the Public Service Commission of the District of Columbia or of any person or entity, who after entering into a service or product contract or third party supplier agreement for service in the District of Columbia with the above named Principal is actually and directly damaged or suffers any actual or direct loss by reason of failure of service or by other breach or bankruptcy by this Principal.

The aggregate liability of the Surety is limited to the foregoing sum which sum shall be reduced by any payment made in good faith hereunder.

The term of this bond is for the period beginning _____ and terminating _____, and may be continued for an annual period by Continuation Certificate signed by the Principal and Surety, a copy of which must be served by registered mail upon the Secretary of the Public Service Commission of the District of Columbia.

In order to draw funds on this Bond, the Public Service Commission of the District of Columbia shall issue an order stating that the Licensee is financially insolvent or unable to meet its obligations as for restitution to any Licensee's Customer who has suffered actual damages or loss of a deposit or prepayment (as such terms defined in Sections 4704 and 4705 of Chapter 47 of Title 15 DCMR) in a specific amount by means of failure, or by reason of breach of contract or violation of the Retail Natural Gas Licensing and Consumer Protection Act of 2004 and/or regulations, rules or standards promulgated pursuant thereto.

SIGNED, SEALED AND DATED this _____ day of _____

Principal: _____

By: _____
(Signatory)

Surety: _____

Address of Surety: _____

By: _____
(Signatory)

Notary Seal

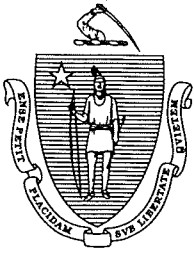
"Exhibit A - Licensed States"

Electricity

Connecticut	06-04-08
Delaware	10-426
Florida	M09000001217
Illinois	12-0412
Maine	D-2009-45
Maryland	IR-2117
Massachusetts	EB-079
Michigan	Secure Energy Solutions, LLC
New Hampshire	DM 06-116
New Jersey	EA-0062 / PA-0059
New York	3789398
Ohio	14-882E (3)
Oregon	12 218
Pennsylvania	A-2009-2124105
Rhode Island	D-96-6 (R3)
Texas	801418962
Washington, D.C.	EA 2012-12-12

Natural Gas

Connecticut	06-04-08
Florida	M09000001217
Massachusetts	RA-028
Michigan	Secure Energy Solutions, LLC
New Hampshire	DM 11-256
New Jersey	EA-0062 / PA-0059
New York	3789398
Pennsylvania	A-2012-2301488
Rhode Island	2379(H3)



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

April 10, 2024

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

SECURE ENERGY SOLUTIONS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 26, 2006.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JOSEPH STEPHEN FUSCO, KEVIN MATTSON, CHRISTOPHER DUBY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOSEPH STEPHEN FUSCO, KEVIN MATTSON, CHRISTOPHER DUBY, MICHAEL SCHMIDT, ERIK NESS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **KEVIN MATTSON, CHRISTOPHER DUBY, JOSEPH FUSCO**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

Secretary of the Commonwealth

"Exhibit C – Ownership"

1. Christopher A. Doby – 33.33%
2. Kevin Mattson – 33.33%
3. Joseph Fusco – 33.33%

"Exhibit D - Technical Fitness"

Christopher A. Duby is the President and co-founder of Secure Energy Solutions. Mr. Duby earned his Bachelor's degree in Business Administration in 2002 and immediately began his career in the deregulated energy markets for a large regional energy brokerage firm, where he developed his market experience and expertise as an energy sales representative. He advanced to the position of Regional Account Manager where developed an expertise and deep understanding of the markets and, more importantly, customer needs. In January 2006, Mr. Duby established Secure Energy Solutions with his former colleague Kevin Mattson. With a focus on customer service coupled with diverse product offerings and a commitment to finding and training knowledgeable sales associates, Secure Energy Solutions has grown into one of the region's top energy procurement services providers. Under his leadership, Secure Energy Solutions has enjoyed steady growth from two original members, to a company with 25 employees and two separate offices offering products and services in nearly all of the deregulated states.

Outside of work, Mr. Duby is dedicated to public service as an active board member on the Western Massachusetts Vasculitis Foundation and volunteers for local political candidates.

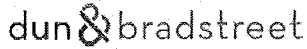
Kevin Mattson is the Chief Financial Officer and co-founder of Secure Energy Solutions. After receiving his degree in Business Finance in 2001, Mr. Mattson joined a national energy sales organization where he honed his sales and management skills during the early years of energy deregulation. After advancing to the position of National Sales Representative, he saw the opportunity to start a company that could meet the many unanswered needs of customers in the marketplace. In 2006, with his business partner, Chris Duby, Mr. Mattson launched Secure Energy Solutions as a service oriented energy procurement firm. With Mr. Mattson's sales leadership and fiscal responsibility, Secure Energy Solutions quickly emerged as a regional leader in the field of energy procurement. He has been an innovator and leader in the area of product development with SES's numerous suppliers, and he has worked tirelessly to bring unique supplier options and opportunities to SES's customer base.

Kevin is a consistent contributor to local and far-reaching charities on behalf of Secure Energy Solutions. He is an active board member on the WMA VF Golf Committee for the Vasculitis Foundation and he has routinely volunteered his time to support local political candidates.

"Exhibit D - Technical Fitness"

Joseph S. Fusco is the Director of Strategic Planning and Development at Secure Energy Solutions. After receiving his Bachelor's degree in Science in 1993, Joe pursued various business opportunities and developed significant sales and management skills. In 2004, he brought that experience to a national energy procurement company where he developed expertise in energy procurement and the management of energy sales associates. Mr. Fusco quickly mastered the intricacies of the various deregulated markets earning him a key position on the management team. In 2006, Mr. Fusco joined Secure Energy Solutions as its Vice President of Sales, where he was responsible for developing training materials and implementing sales strategies that assured that Secure Energy Solution's sales associates maintained the highest degree of knowledge and integrity in the industry. Mr. Fusco remains active in sales with many client accounts to assure that service during and after the sale remains a key component of Secure Energy Solution's business model. The firm's Total Quality Management initiative was developed under Mr. Fusco's expert guidance and has further enhanced Secure Energy Solution's commitment to service and integrity.

Mr. Fusco is a dedicated contributor to his local community and he routinely volunteers his time to support his children's sports teams. He is a generous contributor to numerous charitable organizations with local and national reach.



Business Information Report Snapshot

SECURE ENERGY SOLUTIONS, LLC

D-U-N-S: 62-302-8409

ADDRESS: 515 Shaker Rd, East Longmeadow, MA, 01028, United States

Date: 04/10/2024

RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 135,000	79 LOW RISK	93 LOW RISK	81 LOW-MODERATE RISK	2 LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

Maximum Credit Recommendation

US\$ 135,000

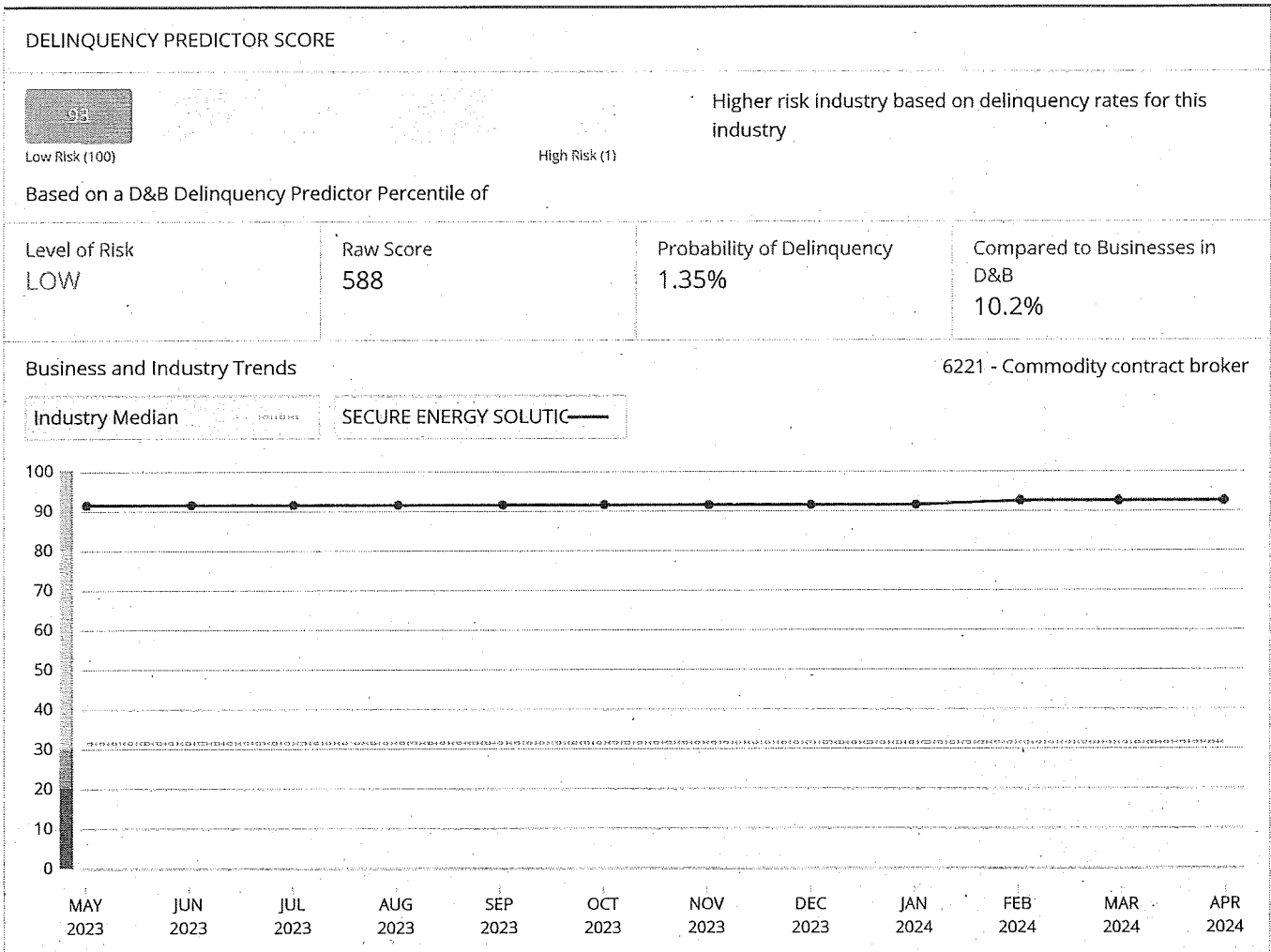
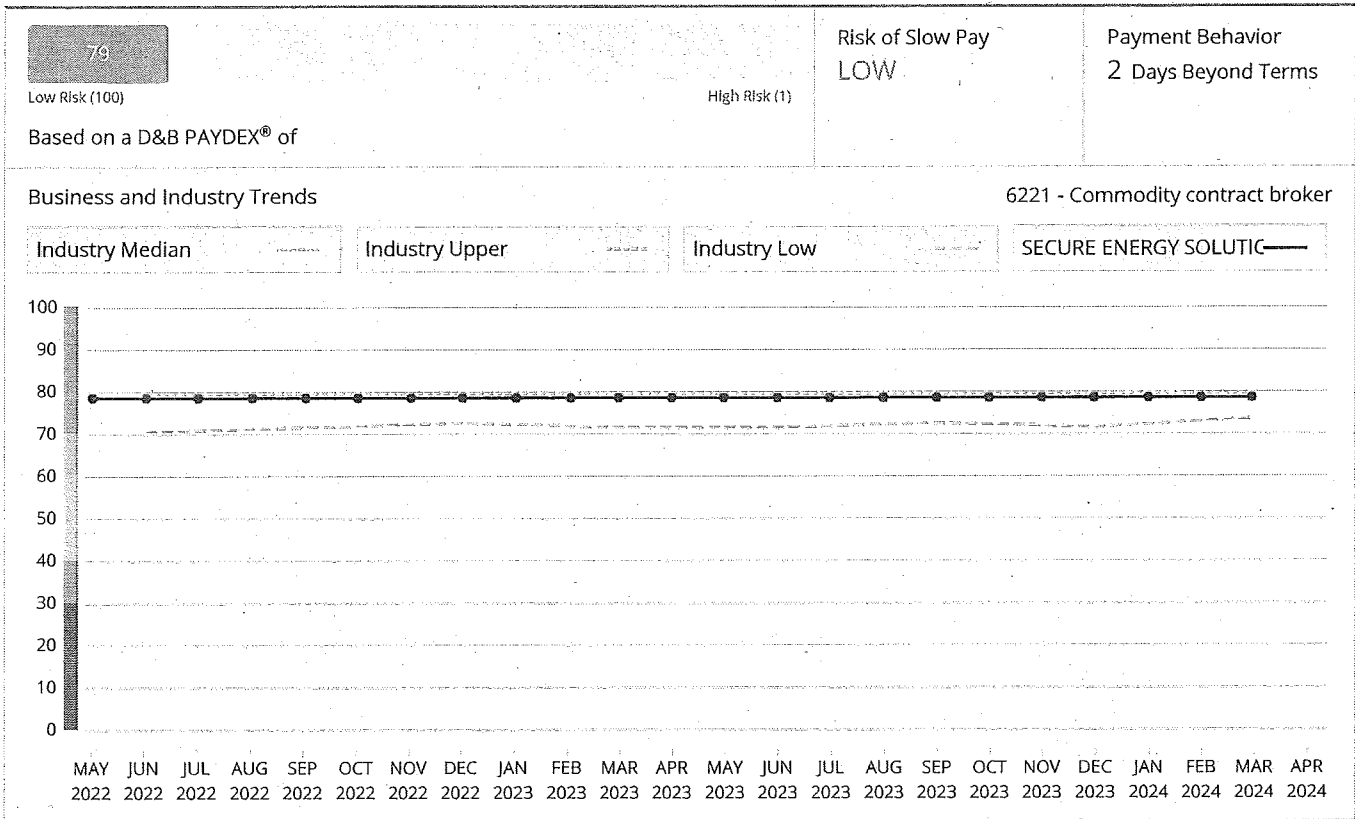
The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...


- Overall assessment of this organization over the next 12 months: **VERY STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

PAYDEX® SUMMARY

3 Months	24 Months
<p>Low Risk (100) High Risk (1)</p>	<p>Low Risk (100) High Risk (1)</p>
<p>When weighted by dollar amount, payments to suppliers on average, are on time. Value is based on payments collected over the last 3 months.</p>	<p>When weighted by dollar amount, payments to suppliers average 2 days beyond terms. Value is based on payments collected over the last 24 months.</p>



FINANCIAL STRESS SCORE



 Low Risk (100) High Risk (1)

 Based on a D&B Financial Stress Percentile of 82

- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- Business does not own facilities
- Composite credit appraisal is rated fair
- Higher risk legal structure

Level of Risk
LOW-MODERATE

Raw Score
1535

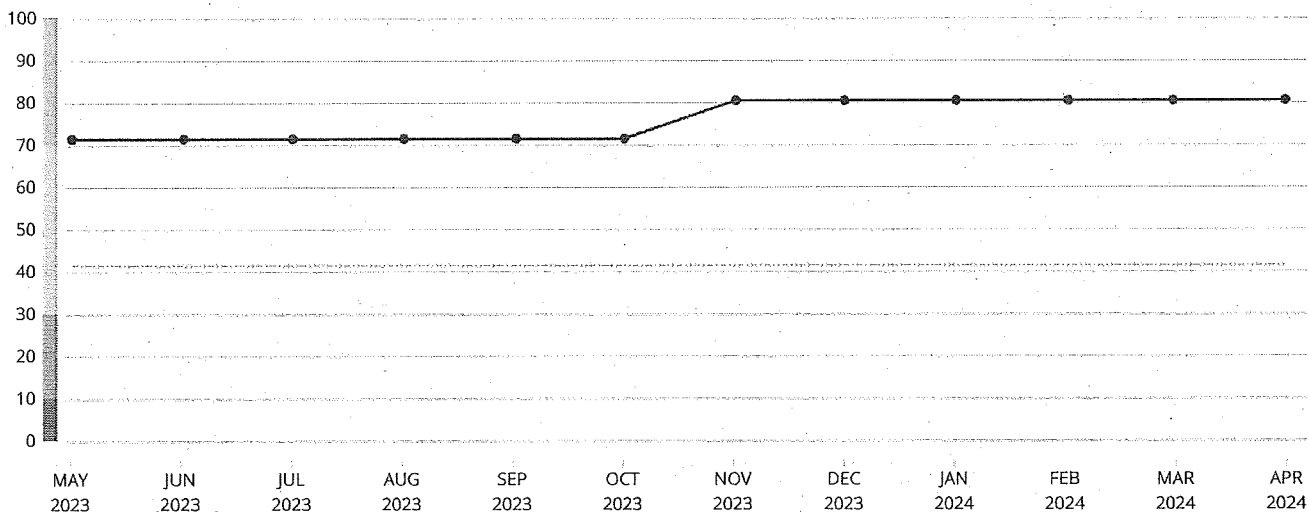
Probability of Failure
0.09%

Compared to Businesses in D&B
0.48%


Business and Industry Trends

6221 - Commodity contract broker

Industry Median SECURE ENERGY SOLUTIC



SUPPLIER EVALUATION RISK RATING



 Low Risk (1) High Risk (9)

 Based on a Supplier Evaluation Risk Rating of -

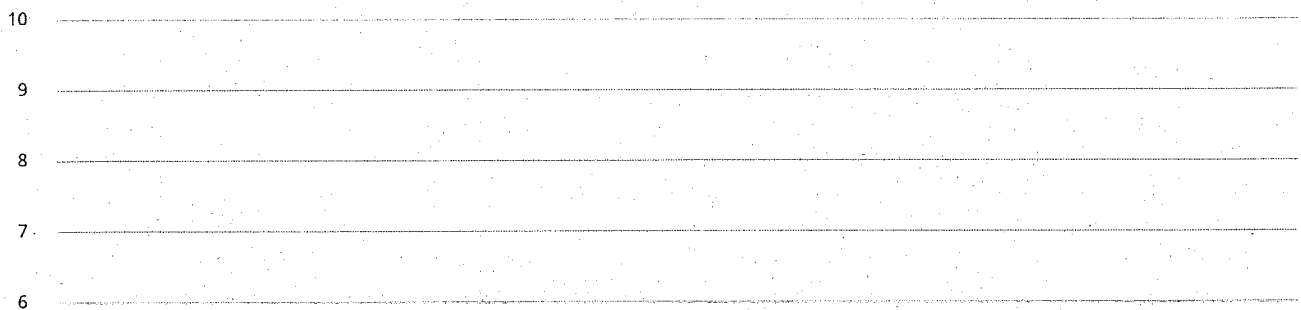
Factors Affecting Your Score

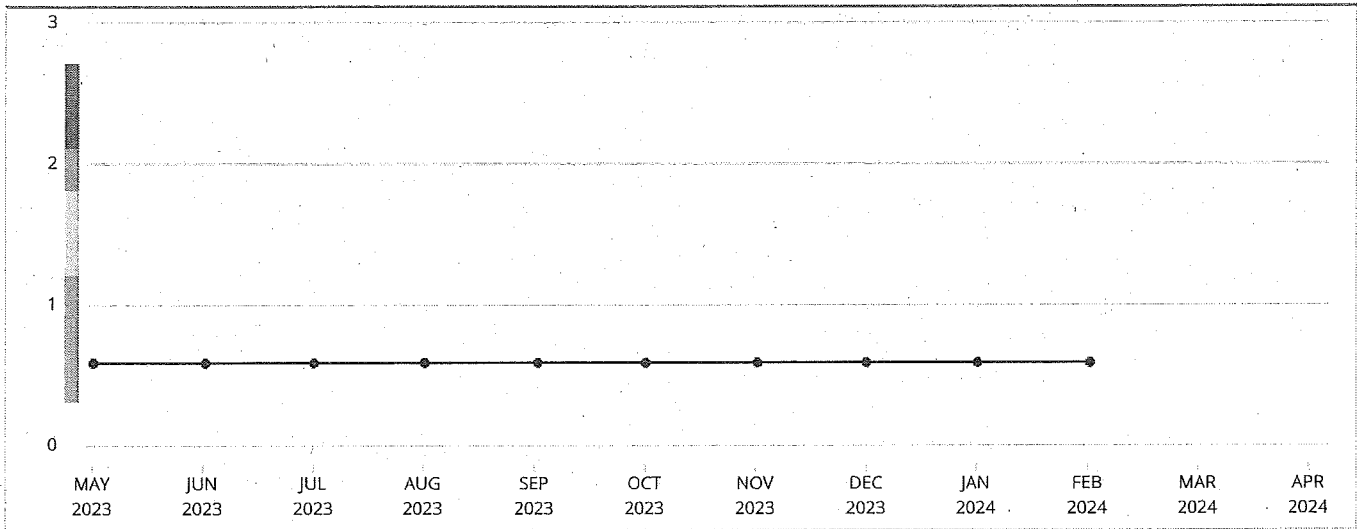
- Limited business activity signals reported in the past 12 months
- Proportion of slow payment experiences to total number of payment experiences reported

Business and Industry Trends

6221 - Commodity contract broker

Supplier Evaluation Score





D&B RATING

Current Rating as of 07-14-2014

Previous Rating

Employee Size

Risk Indicator

Employee Size







1R: 10 employees and over

3: Moderate Risk

1R: 10 employees and over

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY		Based on 24 months of data
Overall Payment Behavior 2 Days Beyond Terms	% of Trade Within Terms 82%	Highest Past Due US\$ 0
Highest Now Owing: US\$ 20,000	Total Trade Experiences: 29 Largest High Credit: US\$ 30,000 Average High Credit: US\$ 8,255	Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 0 Largest High Credit: US\$ 0

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	 0%	0	\$0
50,000 - 100,000	 0%	0	\$0
15,000 - 49,999	 100%	2	\$50,000
5,000 - 14,999	 100%	4	\$30,000
1,000 - 4,999	 0%	2	\$2,000
UNDER 1,000	 100%	2	\$550

TRADE PAYMENTS BY INDUSTRY			
Collapse All Expand All			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼73 - Business Services	6	30,000	
7389 - Misc Business Service	4	30,000	98
7374 - Data Processing Svcs	1	10,000	100
7361 - Employment Agency	1	1,000	0
▼48 - Communications	2	7,500	
4812 - Radiotelephone Commun	2	7,500	100

"Exhibit E – Credit Reports" Page 6 of 13

50 - Wholesale Trade - Durable Goods	2	20,000	
5075 - Whol Heating/ac Equip	1	20,000	100
5044 - Whol Office Equipment	1	500	100

TRADE LINES						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
03/2024	Prompt	-	30,000	15,000	0	1 Month
03/2024	Prompt	-	7,500	5,000	0	1 Month
03/2024	Prompt	-	50	50	0	1 Month
02/2024	Prompt	-	7,500	5,000	0	1 Month
02/2024	Prompt	-	5,000	0	0	Between 4 and 5 Months
02/2024	Prompt	-	500	0	0	Between 4 and 5 Months
02/2024	-	Cash Account	-	-	-	1 Month
11/2023	-	Cash Account	100	-	-	Between 6 and 12 Months
11/2023	-	Cash Account	100	-	-	1 Month
11/2023	-	Cash Account	50	-	-	1 Month
10/2023	-	Cash Account	250	-	-	Between 2 and 3 Months
09/2023	-	-	50	-	-	1 Month
08/2023	-	Cash Account	500	-	-	Between 6 and 12 Months
08/2023	-	Cash Account	500	-	-	Between 6 and 12 Months
08/2023	-	Cash Account	100	-	-	1 Month
08/2023	-	Cash Account	100	-	-	Between 6 and 12 Months
05/2023	-	Cash Account	50	-	-	1 Month
05/2023	-	Cash Account	50	-	-	1 Month
05/2023	-	Cash Account	50	-	-	Between 2 and 3 Months
05/2023	-	Cash Account	50	-	-	1 Month

"Exhibit E – Credit Reports" Page 7 of 13

04/2023	-	Cash Account	50	-	-	Between 2 and 3 Months
02/2023	Prompt	-	10,000	0	0	Between 6 and 12 Months
02/2023	Slow	-	1,000	0	0	Between 6 and 12 Months
10/2022	-	Cash Account	50	-	-	Between 6 and 12 Months
06/2022	-	Cash Account	50	-	-	Between 2 and 3 Months
04/2022	Slow	-	1,000	0	0	Between 6 and 12 Months
04/2022	-	Cash Account	500	0	0	1 Month
04/2022	-	Cash Account	0	0	0	Between 6 and 12 Months
03/2022	Prompt	-	20,000	20,000	0	1 Month

EVENTS

LEGAL EVENTS			
The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.			
SUITS	JUDGEMENTS	LIENS	UCC FILINGS
TOTAL 0	TOTAL 0	TOTAL 0	TOTAL 7
LAST FILING DATE -	LAST FILING DATE -	LAST FILING DATE -	LAST FILING DATE 10/02/2023

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS	
UCC Filing - Continuation	
Filing Date	2023-10-02
Filing Number	202304151280
Received Date	2023-10-23
Original Filing Date	2019-03-20
Original Filing Number	201953914590
Secured Party	MONSON SAVINGS BANK, MONSON, MA
Debtors	SECURE ENERGY SOLUTIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, BOSTON, MA
UCC Filing - Original	
Filing Date	2020-07-27
Filing Number	202068608730
Received Date	2020-08-04
Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All General intangibles(s) including proceeds and products - and OTHERS

Secured Party	U.S. SMALL BUSINESS ADMINISTRATION, BIRMINGHAM, AL
Debtors	SECURE ENERGY SOLUTIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, BOSTON, MA
UCC Filing - Original	
Filing Date	2019-03-20
Filing Number	201953914590
Received Date	2019-04-09
Secured Party	MONSON SAVINGS BANK, MONSON, MA
Debtors	SECURE ENERGY SOLUTIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, BOSTON, MA
UCC Filing - Original	
Filing Date	2017-05-10
Filing Number	201736714320
Received Date	2017-05-15
Secured Party	MONSON SAVINGS BANK, MONSON, MA
Debtors	SECURE ENERGY SOLUTIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, BOSTON, MA
UCC Filing - Assignment	
Filing Date	2015-12-16
Filing Number	201524856720
Received Date	2016-01-05
Original Filing Date	2009-12-29
Original Filing Number	200977433850
Secured Party	NUVO BANK & TRUST COMPANY, SPRINGFIELD, MA
Debtors	SECURE ENERGY SOLUTIONS, LLC
events-panel:as-is-Assignee	MERCHANTS BANK, BURLINGTON, VT
Filing Office	SECRETARY OF STATE/UCC DIVISION, BOSTON, MA
UCC Filing - Continuation	
Filing Date	2014-07-02
Filing Number	201413041680
Received Date	2014-07-07
Original Filing Date	2009-12-29
Original Filing Number	200977433850

Secured Party	NUVO BANK & TRUST COMPANY, SPRINGFIELD, MA
Debtors	SECURE ENERGY SOLUTIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, BOSTON, MA
UCC Filing - Original	
Filing Date	2009-12-29
Filing Number	200977433850
Received Date	2010-01-06
Collateral	Accounts receivable and proceeds - Account(s) and proceeds - Contract rights and proceeds - General intangibles(s) and proceeds - and OTHERS
Secured Party	NUVO BANK & TRUST COMPANY, SPRINGFIELD, MA
Debtors	SECURE ENERGY SOLUTIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, BOSTON, MA

COMPANY EVENTS

The following information was reported on: 03-23-2024

The Massachusetts Secretary of State's business registrations file showed that Secure Energy Solutions, LLC was registered as a Limited Liability Company on January 26, 2006, under file registration number 113776111.

Business started 2006.

CHRISTOPHER DUBY. Antecedents are unknown.

JOSEPH FUSCO. Antecedents are unknown.

KEVIN MATTSON. Antecedents are unknown.

Business address has changed from 56 Lawnwood St, Agawam, MA, 01001 to 146 Chestnut St, Springfield, MA, 01103.

Business address has changed from 146 Chestnut St Ste 400, Springfield, MA, 01103 to 12 Somers Rd # 14, East Longmeadow, MA, 01028.

Business address has changed from 12 Somers Rd # 14, East Longmeadow, MA, 01028 to 515 Shaker Rd, East Longmeadow, MA, 01028.

SPECIAL EVENTS

There are no special events recorded for this business.

Financials

D&B currently has no financial information on file for this company.

COMPANY PROFILE

COMPANY OVERVIEW		
D-U-N-S 62-302-8409	Mailing Address 515 Shaker Rd, East Longmeadow MA 01028, US	Annual Sales -
Business Form Corporation (US)	Telephone (800) 655-9818	Employees 50
Date Incorporated -	Fax -	Age (Year Started) 18 years (2006)
State of Incorporation Massachusetts	Website -	Named Principal CHRISTOPHER DUBY, MNG MBR
Ownership -	Line of Business Commodity contract broker	SIC 6221

OWNERSHIP

FAMILY TREE SUMMARY		
Members in the Tree	Subsidiaries of this Company	Branches of this Company
2	0	1

FAMILY TREE	
HQ	Secure Energy Solutions, Llc 623028409 East Longmeadow, MA
B	Secure Energy Solutions, Llc 055139934 Montville, NJ

12:42 PM

Secure Energy Solutions, LLC

04/10/24

Balance Sheet

Accrual Basis

As of December 31, 2023

Dec 31, 23

ASSETS

Current Assets

Checking/Savings

- 1004 · Monson Partner/Employee Savings
- 1005 · Monson Checking NEW 4113
- 1006 · Monson Efficiency Department

Total Checking/Savings

Accounts Receivable

- 1200 · Accounts Receivable

Total Accounts Receivable

Other Current Assets

Tax assets receivable

- 12100 · Inventory Asset
- 12110 · Construction in Progress
- 1320 · Due From Secure Realty
- 1330 · Due From Secure Auto
- 1340 · Due From Custom

Total Other Current Assets

Total Current Assets

Fixed Assets

Ford Transit Van '22

- 1500 · Leasehold Improvements
- 1510 · Computer Equipment
- 1520 · Furniture & Fixtures
- 1530 · Building Enfield CT
- 1600 · Accum Depr - Leaseholder Improv
- 1610 · Accum Depr - Computer Equip
- 1620 · Accum Depr - Furn & Fixtures
- 1630 · Accum Depr - Vehicles

Total Fixed Assets

TOTAL ASSETS

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

- 2000 · Accounts Payable

Total Accounts Payable

Credit Cards

Credit Card at Barclays Bank D

Exxon Mobil

- 2050 · Citi Card Secure Energy

2053 · Chase Ink Visa

- 2054 · American Express - Efficiency

Total Credit Cards

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Balance Sheet

As of December 31, 2023

Dec 31, 23

- Other Current Liabilities
 - 2010 · Accrued Expenses
 - 2011 · Customer Deposits
 - 2440 · Line Of Credit - Monson Bank
 - 2443 · Stimulus Grant 4806247908
 - 2501 · Flexible Spending Account (FSA)
 - 2502 · 401k Loan Payment
 - 2505 · Boston Mutual Vol Life
 - 25500 · Sales Tax Payable

Total Other Current Liabilities

Total Current Liabilities

Total Liabilities

Equity

- 3100 · Capital Stock
- 3330 · Retained Earnings
- 3400 · Owners Draws
- 3410 · Stockholder's Draw - Chris Duby
- 3420 · Stockholder's Draw - Joe Fusco
- 3430 · Stockholder's Draw - K. Mattson
- Net Income

Total Equity

TOTAL LIABILITIES & EQUITY

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Profit & Loss

January through December 2023

Jan - Dec 23

Ordinary Income/Expense

Income

- 4010 · Commissions Income
- 4013 · Lighting Income
- 4014 · BUDA / Smart Meter
- 4015 · Mechanical Income
- 49900 · Uncategorized Income

Total Income

Cost of Goods Sold

- 50000 · Cost of Goods Sold
- 50100 · Efficiency Parts/Materials
- 50400 · Efficiency Transport Charges
- 50100 · Efficiency Parts/Materials - Other

Total 50100 · Efficiency Parts/Materials

- 50200 · Efficiency Recycling
- 50300 · Efficiency Labor
- 50600 · Efficiency Equipment Rental
- 50000 · Cost of Goods Sold - Other

Total 50000 · Cost of Goods Sold

Total COGS

Gross Profit

Expense

- 515 Shaker Road
- Fees - Filing
- Recruitment - Employee
- Recruitment - Advertising
- Recruitment - Employee - Other

Total Recruitment - Employee

Repairs/Maintenance - General

- 6001 · Sales Contests
- 6030 · Wages Expenses (employees)
- 6031 · Salary - Efficiency
- 6030 · Wages Expenses (employees) - Other

Total 6030 · Wages Expenses (employees)

6100 · Utility Bill

- MA Utility Bills
- NJ Utility Bills
- ProShred Security
- 6100 · Utility Bill - Other

Total 6100 · Utility Bill

6101 · Sales Meeting & Conferences

- Awards Show
- Recruiting/Career Fair
- 6106 · Trade Shows
- Airfare
- Promotional Items
- Registration Costs
- Sponsorship Costs
- 6106-1 · Hotel Reservations
- 6106 · Trade Shows - Other

Total 6106 · Trade Shows

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Profit & Loss

January through December 2023

Jan - Dec 23

- 6101 · Sales Meeting & Conferences - Other
- Total 6101 · Sales Meeting & Conferences
- 6110 · Automobile Expense
 - Maintenance & Upkeep
 - SEA Lease Payment
 - 6110 · Automobile Expense - Other
- Total 6110 · Automobile Expense
- 6115 · Advertising
 - Website/Social Media
 - 6115 · Advertising - Other
- Total 6115 · Advertising
- 6120 · Bank Service Charges
- 6131 · Client Development
 - CD Client Development
 - JC - Client Development
 - JF Client Development
 - KM Client Development
 - Other Client Deléopment
 - 6131 · Client Development - Other
- Total 6131 · Client Development
- 6132 · Commission Expense
 - 6002 · Actuals Commissions
 - 6004 · Bonus
 - 6005 · 1099 Payment
 - 6006 · Efficiency Dept Commissions
- Total 6132 · Commission Expense
- 6133 · 401K Adjustment/Match
- 6140 · Contributions/Donations
- 6150 · Depreciation Expense
- 6160 · Dues and Subscriptions
 - 6160.1 · Dues - nondeductible
 - 6160 · Dues and Subscriptions - Other
- Total 6160 · Dues and Subscriptions
- 6165 · Employee Reimbursement
- 6170 · Equipment Rental
- 6180 · Insurance
 - Bond
 - 6182 · Health /-Dental
 - 6185 · Liability Insurance
 - 6195 · Officer's Life Insurance
 - 6199 · Paid Family Medical Leave Insur
 - 6420 · Work Comp
 - 6180 · Insurance - Other
- Total 6180 · Insurance
- 6200 · Interest Expense
 - 6210 · Finance Charge
 - 6220 · Loan Interest
 - 6200 · Interest Expense - Other
- Total 6200 · Interest Expense
- 6230 · Licenses and Permits
- 6240 · Miscellaneous
- 6245 · Payroll Expense
- 6250 · Postage and Delivery

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Profit & Loss

January through December 2023

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Jan - Dec 23

6270 Professional Fees
 Administrative Fee
 6280 Legal Fees
 6650 Accounting
 6270 Professional Fees - Other
 Total 6270 Professional Fees

6290 Rent
 6291 Rent - Efficiency storage space
 6320 Computer/Equip Repairs/Software
 6322 Software/Applications
 6323 Computer Hardware
 6320 Computer/Equip Repairs/Software - Other
 Total 6320 Computer/Equip Repairs/Software

6340 Telephone
 6350 Meals and Entertainment
 6350.1 Meals - client & co-workers
 6350.2 Meals - celebratory
 6350.3 Entertainment
 6350 Meals and Entertainment - Other
 Total 6350 Meals and Entertainment

6351 Officer's Meals & Entertainment
 6380 Travel
 Airfare
 Fuel
 Efficiency Dept.
 NJ Sales
 Fuel - Other
 Total Fuel

Hotel Reservations
 Parking
 Tolls
 Transportation
 6380 Travel - Other
 Total 6380 Travel

6381 Officer's Travel
 6550 Office Supplies
 6551 Paper And Equipment Supplies
 6552 Office Food and Supplies
 6550 Office Supplies - Other
 Total 6550 Office Supplies

6570 Sales Materials
 Business Cards
 Presentation Materials
 Tchotchke/Promo Items
 6570 Sales Materials - Other
 Total 6570 Sales Materials

6630 Professional Development
 Clothing Issued to Employee
 Dry Cleaning
 Food Expense
 Sales Awards
 Sales Contest
 6630 Professional Development - Other
 Total 6630 Professional Development

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Profit & Loss

January through December 2023

Jan - Dec 23

6820 Taxes
 6850 Property
 6820 Taxes - Other
 Total 6820 Taxes
 6900 Property Maintenance
 CD- Property maintenance
 JF - Property maintenance
 KM - Property maintenance
 6900 Property Maintenance - Other
 Total 6900 Property Maintenance

Total Expense

Net Ordinary Income

Other Income/Expense

Other Income

7010 Interest Income

Total Other Income

Net Other Income

Net Income

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Secure Energy Solutions, LLC

Balance Sheet

04/10/24

As of December 31, 2022

Accrual Basis

Dec 31, 22

ASSETS

Current Assets

Checking/Savings

- 1004 · Monson Partner/Employee Savings
- 1005 · Monson Checking NEW 4113
- 1006 · Monson Efficiency Department

Total Checking/Savings

Accounts Receivable

- 1200 · Accounts Receivable

Total Accounts Receivable

Other Current Assets

Tax assets receivable

- 12100 · Inventory Asset
- 12110 · Construction in Progress
- 1320 · Due From Secure Realty
- 1330 · Due From Secure Auto
- 1340 · Due From Custom
- 1499 · Undeposited Funds

Total Other Current Assets

Total Current Assets

Fixed Assets

Ford Transit Van '22

- 1500 · Leasehold Improvements
- 1510 · Computer Equipment
- 1520 · Furniture & Fixtures
- 1530 · Building Enfield CT
- 1600 · Accum Depr - Leaseholder Improv
- 1610 · Accum Depr - Computer Equip
- 1620 · Accum Depr - Furn & Fixtures
- 1630 · Accum Depr - Vehicles

Total Fixed Assets

TOTAL ASSETS

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

- 2000 · Accounts Payable

Total Accounts Payable

Credit Cards

Exxon Mobil

- 2050 · Citi Card Secure Energy
- 2051 · Barclay Jet Blue
- 2053 · Chase Ink Visa
- 2054 · American Express - Efficiency

Total Credit Cards

Other Current Liabilities

- 2010 · Accrued Expenses
- 2011 · Customer Deposits
- 2100 · Payroll Liabilities

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Balance Sheet

As of December 31, 2022

Dec 31, 22

- 2440 Line Of Credit - Monson Bank
- 2441 Monson Bank Efficiency LOC
- 2443 Stimulus Grant 4806247908
- 2501 Flexible Spending Account (FSA)
- 2505 Boston Mutual Vol Life
- 25500 Sales Tax Payable

Total Other Current Liabilities

Total Current Liabilities

Total Liabilities

Equity

- 3100 Capital Stock
- 3330 Retained Earnings
- 3400 Owners Draws
- 3410 Stockholder's Draw - Chris Duby
- 3420 Stockholder's Draw - Joe Fusco
- 3430 Stockholder's Draw - K. Mattson
- Net Income

Total Equity

TOTAL LIABILITIES & EQUITY

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Profit & Loss

January through December 2022

Jan - Dec 22

Ordinary Income/Expense

Income

- 4010 · Commissions Income
- 4011 · Audit Income
- 4012 · Solar Income(pcs)
- 4013 · Lighting Income
- 4014 · BUDA / Smart Meter
- 4015 · Mechanical Income
- 49900 · Uncategorized Income

Total Income

Cost of Goods Sold

- 50000 · Cost of Goods Sold
- 50100 · Efficiency Parts/Materials
- 50400 · Efficiency Transport Charges
- 50100 · Efficiency Parts/Materials - Other

Total 50100 · Efficiency Parts/Materials

- 50200 · Efficiency Recycling
- 50300 · Efficiency Labor
- 50500 · Efficiency Subcontractor
- 50600 · Efficiency Equipment Rental
- 50000 · Cost of Goods Sold - Other

Total 50000 · Cost of Goods Sold

Total COGS

Gross Profit

Expense

- Fees - Filing
- Recruitment - Employee
- Recruitment - Advertising
- Recruitment - Employee - Other

Total Recruitment - Employee

Repairs/Maintenance - General

Sales Awards

- 6001 · Sales Contests
- 6030 · Wages Expenses (employees)
- 6031 · Salary - Efficiency
- 6030 · Wages Expenses (employees) - Other

Total 6030 · Wages Expenses (employees)

6100 · Utility Bill

- MA Utility Bills
- NJ Utility Bills
- ProShred Security
- 6100 · Utility Bill - Other

Total 6100 · Utility Bill

6101 · Sales Meeting & Conferences

- Awards Show
- 6106 · Trade Shows
- Promotional Items
- Registration Costs
- Sponsorship Costs
- 6106-1 · Hotel Reservations
- 6106 · Trade Shows - Other

Total 6106 · Trade Shows

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Profit & Loss

January through December 2022

PUBLIC COPY

Jan - Dec 22

6101 · Sales Meeting & Conferences - Other

Total 6101 · Sales Meeting & Conferences

6110 · Automobile Expense

Maintenance & Upkeep

SEA Lease Payment

6110 · Automobile Expense - Other

Total 6110 · Automobile Expense

6115 · Advertising

Website/Social Media

6115 · Advertising - Other

Total 6115 · Advertising

6120 · Bank Service Charges

6131 · Client Development

CD Client Development

JC Client Development

JF Client Development

KM Client Development

Other Client Development

6131 · Client Development - Other

Total 6131 · Client Development

6132 · Commission Expense

6002 · Actuals Commissions

6004 · Bonus

6005 · 1099 Payment

6006 · Efficiency Dept Commissions

Total 6132 · Commission Expense

6133 · 401K Adjustment/Match

6140 · Contributions/Donations

6150 · Depreciation Expense

6160 · Dues and Subscriptions

6160.1 · Dues - nondeductible

6160 · Dues and Subscriptions - Other

Total 6160 · Dues and Subscriptions

6165 · Employee Reimbursement

6170 · Equipment Rental

6180 · Insurance

Bond

6182 · Health / Dental

6185 · Liability Insurance

6195 · Officer's Life Insurance

6199 · Paid Family Medical Leave Insur

6420 · Work Comp

6180 · Insurance - Other

Total 6180 · Insurance

6200 · Interest Expense

6210 · Finance Charge

6220 · Loan Interest

6200 · Interest Expense - Other

Total 6200 · Interest Expense

6230 · Licenses and Permits

6240 · Miscellaneous

6245 · Payroll Expense

6250 · Postage and Delivery

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC
Profit & Loss
January through December 2022

PUBLIC COPY

Jan - Dec 22

6270 · Professional Fees
 Administrative Fee
 6280 · Legal Fees
 6650 · Accounting
 6270 · Professional Fees - Other

Total 6270 · Professional Fees

6290 · Rent
 6291 · Rent - Efficiency storage space
 6320 · Computer/Equip Repairs/Software
 6322 · Software/Applications
 6323 · Computer Hardware
 6320 · Computer/Equip Repairs/Software - Other

Total 6320 · Computer/Equip Repairs/Software

6340 · Telephone
 6350 · Meals and Entertainment
 6350.1 · Meals - client & co-workers
 6350.2 · Meals - celebratory
 6350.3 · Entertainment
 6350 · Meals and Entertainment - Other

Total 6350 · Meals and Entertainment

6351 · Officer's Meals & Entertainment
 6380 · Travel
 Airfare
 Fuel
 Efficiency Dept.
 NJ Sales
 Fuel - Other

Total Fuel

Hotel Reservations
 Parking
 Tolls
 Transportation
 6380 · Travel - Other

Total 6380 · Travel

6381 · Officer's Travel
 6550 · Office Supplies
 6551 · Paper And Equipment Supplies
 6552 · Office Food and Supplies
 6550 · Office Supplies - Other

Total 6550 · Office Supplies

6570 · Sales Materials
 Business Cards
 Presentation Materials
 Promo Clothing Items
 Tchotchke/Promo Items
 6570 · Sales Materials - Other

Total 6570 · Sales Materials

6630 · Professional Development
 Clothing Issued to Employee
 Dry Cleaning
 Food Expense
 Sales Contest
 6630 · Professional Development - Other

Total 6630 · Professional Development

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04/10/24

Accrual Basis

Secure Energy Solutions, LLC

Profit & Loss

January through December 2022

Jan - Dec 22

6820 Taxes
6850 Property
6860 State
6820 Taxes - Other

Total 6820 Taxes

6900 Property Maintenance
CD - Property maintenance
JF - Property maintenance
KM - Property maintenance
6900 Property Maintenance - Other

Total 6900 Property Maintenance

Total Expense

Net Ordinary Income

Other Income/Expense

Other Income

Employee retention credit net

7010 Interest Income

Total Other Income

Other Expense

Allocated Overhead

Total Other Expense

Net Other Income

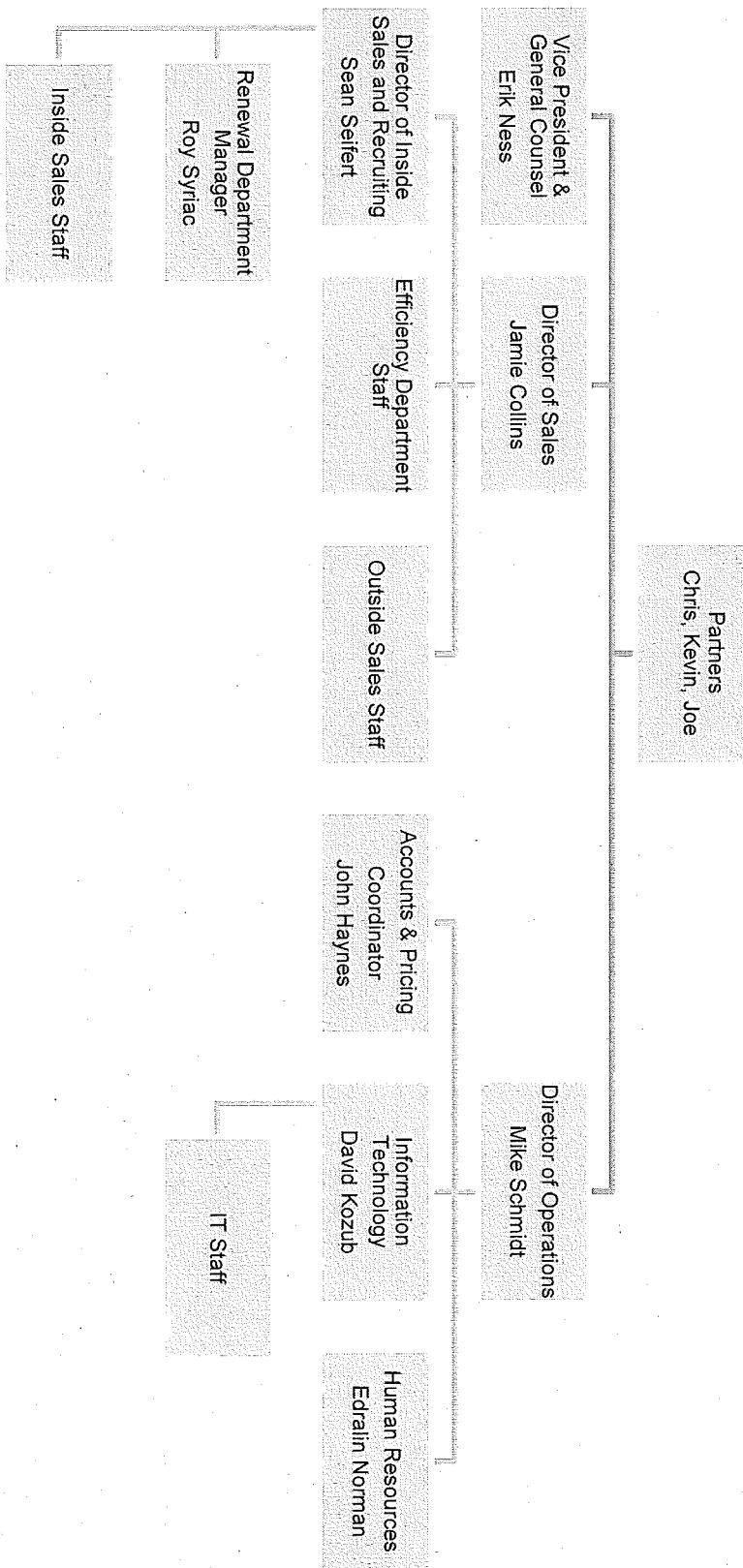
Net Income

REDACTED



SECURE
ENERGY
what's your strategy?

Organizational Chart



34 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
88 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
AA insurance company of The Hartford Insurance Group shown below.
SBA

INSURER: TWIN CITY FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: 7



Policy Number: 08 SBA AA8834 SB

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: SECURE ENERGY SOLUTIONS LLC
(No., Street, Town, State, Zip Code) SEE FORM SS 12 35
515 SHAKER RD
EAST LONGMEADOW MA 01028

Policy Period: From 04/19/23 To 04/19/24 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: HABERMAN INSURANCE GROUP INC
Code: 088669

Previous Policy Number: 08 SBA AA8834

Named Insured is: LIMITED LIAB CORP

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$12,065

NJPLGA SURCHARGE: \$ 5.00

Countersigned by *Suan L. Castaneda* 02/07/23
Authorized Representative Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA AA8834

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

515 SHAKER RD
EAST LONGMEADOW, MA 01028

Description of Business:

Consultant - NOC

Deductible: \$10,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST \$ 4,473,600

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 1,174,300

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

LENDER'S LOSS PAYABLE: APPLIES

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA AA8834

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 002 **Building:** 001

6 MARS CT STE 6-6
BOONTON NJ 07005

Description of Business:

Consultant - NOC

Deductible: \$10,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 34,500

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA AA8834

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 003 **Building:** 001

72 SHAKER RD UNITS 9&10
ENFIELD CT 06082

Description of Business:

Consultant - NOC

Deductible: \$10,000 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 267,500

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES \$ 10,000
OUTSIDE THE PREMISES \$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA AA8834

PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS LIMITS OF INSURANCE

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE
COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:

12 MONTHS ACTUAL LOSS SUSTAINED

ACTION OF CIVIL AUTHORITY:
EXTENDED BUSINESS INCOME:

30 DAYS
30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS
DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS

HAZARDOUS SUBSTANCES
EXPEDITING EXPENSES

\$ 50,000
\$ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY
APPLIES WHEN BUILDING OR BUSINESS
PERSONAL PROPERTY IS SELECTED ON
THE POLICY

IDENTITY RECOVERY COVERAGE
FORM SS 41 12

\$ 15,000

COMPUTERS AND MEDIA COVERAGE
FORM SS 04 41
DEDUCTIBLE: \$ 1,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA AA8834

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS FORM SS 05 09	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 04192018	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

AMENDMENT OF LIQUOR LIABILITY
EXCLUSION: FORM SS 40 34
DESCRIPTION OF ACTIVITY:
NONE

BUSINESS LIABILITY OPTIONAL
COVERAGES

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA AA8834

**BUSINESS LIABILITY OPTIONAL COVERAGES
(Continued)**

LIMITS OF INSURANCE

UMBRELLA LIABILITY - SEE
SCHEDULE ATTACHED

EMPLOYEE BENEFITS LIABILITY
COVERAGE: FORM SS 40 50
EACH CLAIM
AGGREGATE

\$1,000,000
\$2,000,000

UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 08 SBA AA8834

LENDER'S LOSS PAYABLE :
FORM SS 12 12

RICOH USA, INC.
PO BOX 979284
MIAMI, FL. 33197
LEASED COPIER

PROPERTY:

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 07 07 05	SS 00 08 04 05
SS 00 60 09 15	SS 00 61 07 19	SS 00 64 09 16	SS 84 01 09 07
SS 84 17 09 07	SS 12 35 03 12	SS 01 01 07 08	SS 01 22 12 19
SS 01 30 04 08	SS 10 94 01 21	SS 42 06 03 17	SS 04 08 09 07
SS 04 19 04 09	SS 04 22 07 05	SS 04 30 07 05	SS 04 39 07 05
SS 04 41 03 18	SS 04 42 03 17	SS 04 44 07 05	SS 04 45 07 05
SS 04 46 09 14	SS 04 47 04 09	SS 04 78 12 17	SS 04 80 03 00
SS 04 86 03 00	SS 04 88 09 07	SS 40 18 07 05	SS 40 34 03 00
SS 40 50 10 08	SS 40 93 07 05	SS 41 12 06 22	SS 41 51 10 09
SS 41 63 06 11	SS 05 09 07 00	SS 05 47 09 15	SS 51 11 03 17
G-4178-0	IH 12 05 02 21	SS 09 01 12 14	SS 09 67 09 14
SS 09 70 12 14	SS 09 71 12 14	SS 12 12 03 92	IH 99 40 04 09
IH 99 41 04 09	SX 80 01 06 97	SS 83 76 12 20	SS 89 93 07 16

Monson Savings

Your Bank Forever

where people save,
businesses prosper,
communities benefit

April 8, 2024

To: New Jersey Board of Public Utilities

Re: Secure Energy Solutions LLC

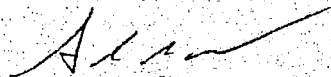
Dear New Jersey Board of Public Utilities,

At the request of Secure Energy Solutions LLC we are pleased to inform you that they have been a most valued customer of Monson Savings Bank since March 2017. Recent aggregate deposit account balances have averaged in the mid to high six-figure proportions.

We presently make available for the company's use a low seven-figure line of credit, currently in the amount of **REDACTED**

We trust this information is of use to you.

Sincerely,



Adriano dos Santos
Branch Manager, Monson Savings Bank

NMLS # 959426

Direct: 413-267-1290

Fax 413-566-0055

adsantos@monsonsavings.com

Hampden Branch | 15 Somers Road, Hampden, MA 01036



Constellation

MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Master Retail Natural Gas Supply Agreement ("**Master Agreement**") is entered into as of _____, 202_ ("**Effective Date**") by and between CUSTOMER NAME ("**Customer**") and Constellation NewEnergy – Gas Division, LLC ("**CNEG**"). CNEG and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of natural gas and related products and services (each a "**Transaction**") to one or more of Customer's accounts or facilities (each a "**Facility**") as agreed to from time to time. Each Transaction may be evidenced by a transaction confirmation (each a "**TC**"). The Parties may further agree to implement certain strategies or related services, the specifics of which will be set forth in a rider executed by the Parties (each a "**Rider**"). Each TC and Rider shall constitute part of and shall be subject to this Master Agreement. This Master Agreement and each TC and Rider shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**"). In the event of a conflict between (i) a TC, (ii) a Rider, (iii) the terms and conditions of this Master Agreement, and (iv) any oral agreement of the Parties as to a Transaction, the terms shall govern in the priority listed in this sentence.

The Parties intend that they are legally bound by the terms of each Transaction from the moment each Party agrees to those terms, whether (i) via electronic transmission, (ii) written record, or (iii) orally. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. Any applicable requirement that a Transaction be "in writing" and "signed" shall be deemed to have been satisfied by this Master Agreement, by the Parties' signatures below and their express agreement to these procedures. CNEG shall have the exclusive right to confirm any Transaction by sending Customer a written TC, substantially in the form attached hereto as Exhibit A or otherwise, by facsimile, e-mail or other means. Notwithstanding any provision to the contrary in this Master Agreement, failure to send a TC shall not invalidate a Transaction agreed to by the Parties. If CNEG sends a TC and Customer fails to object in writing to any term in the TC within two (2) Business Days, the TC shall constitute the definitive written expression of the Transaction. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

1. CNEG and Customer Obligations.

Natural Gas Supply. CNEG shall sell and supply, and Customer shall purchase and receive, the Contract Quantity for each Facility identified in a TC or Rider. "**Contract Quantity**" means the quantity of gas to be delivered and received pursuant to a TC. Such deliveries and receipts of natural gas shall be on a Firm, Secondary Firm or Interruptible basis, or otherwise as described in a TC. "**Firm**" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure. "**Secondary Firm**" means deliveries and receipts will be on commercially reasonable efforts basis up to Customer's maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the "**Utility**"); (iii) curtailment of supply by a natural gas supplier; (iv) curtailment of storage by a storage provider; (v) curtailment of transportation by a gas gathering or pipeline company, or Utility (each a "**Transporter**"), transporting gas for CNEG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall of transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter. "**Interruptible**" means deliveries and receipts may be interrupted at any time for any reason except for Customer's obligation to take and pay for gas it nominates and CNEG's obligation to honor the price set forth in the TC. The terms of any Transaction between CNEG and Customer shall be as set forth on the applicable TC, but CNEG will procure gas from its suppliers on terms CNEG deems appropriate. CNEG holds title to the gas and has the sole responsibility to deliver, or cause to be delivered, the natural gas to the applicable Delivery Point. Title shall pass to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting the gas from the Delivery Point. "**Delivery Point**" means the city gate interconnection between the Utility and the upstream Transporter or such other delivery point(s) as are agreed in a TC. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

Failure to Deliver or Receive. The sole and exclusive remedy of the Parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If CNEG fails to deliver gas (other than Interruptible) for a reason other than Customer's breach, CNEG shall pay Customer the "**Replacement Cost**," which is the amount Customer actually pays to replace the undelivered Contract Quantity less the amount Customer would have paid under this Agreement for such Contract Quantity. (b) If Customer fails to receive gas (other than Interruptible) for a reason other than CNEG's breach, Customer shall pay CNEG the "**Revenue Loss**," which is the amount that CNEG would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount actually received by CNEG in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount CNEG would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as determined by CNEG in a commercially reasonable manner. CNEG and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

Nominations. The Parties shall coordinate nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). If Customer or the Utility fails to provide CNEG with a usage nomination for any month in a timely manner, CNEG (i) may establish a nomination for such month in a commercially reasonable manner based on Customer's historical usage data available to CNEG, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the Utility. If a Party becomes aware that actual deliveries are greater or lesser than the quantity of gas confirmed by a Transporter for movement, transportation or management, the Party shall promptly notify the other Party. Usage nominations may be made orally, in writing, by facsimile or by electronic means.

Imbalances. The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements ("**Imbalance Charges**"). If either Party receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

Transporter Restrictions. If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an "**OFO**") from a Transporter requiring action to be taken in connection with the flow and/or consumption of gas covered by this Agreement, such party will use commercially reasonable efforts to notify the other party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both parties agree that OFOs may require one or both parties

to buy or sell gas quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing. If CNEG is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, CNEG may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party; provided any TC or Rider will continue to be governed by this Master Agreement until the TC or Rider has been separately terminated or expired.

Term of TC. Each TC or Rider shall set forth the applicable "Delivery Period" or term during which deliveries of natural gas are to be made and/or services are to be provided. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control.

3. **Information and Authorization.** Customer hereby authorizes CNEG to take such actions CNEG deems necessary to enroll each Facility with the Utility and to be served by CNEG and to otherwise meet CNEG's obligations under the Agreement, including executing on Customer's behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to Customer by the Utility or other transporters, disposing of storage balances, adding or deleting Facility(ies) as necessary, receiving usage nominations from the Utility relating to Customer's natural gas requirements, and other similar documents. Customer's signature on this Master Agreement constitutes Customer's written authorization for CNEG to obtain from time to time from the applicable Utility all current and historical natural gas billing, usage data and other related information. Customer shall take any actions, execute any documents and shall provide to CNEG any information as CNEG may reasonably require.

4. **Billing and Payment.**

Billing. Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each Facility, which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from CNEG for the natural gas supply and one from the Utility for the amounts payable by Customer for services provided by the Utility ("Delivery Charges"); (b) CNEG Consolidated Billing: Customer will receive one invoice from CNEG that includes both the natural gas supply charges and the Delivery Charges. In the case of CNEG Consolidated Billing, Customer agrees that (i) Customer remains exclusively liable to the Utility for all Delivery Charges, (ii) CNEG has no obligation to review Delivery Charges for accuracy, (iii) should Customer dispute Delivery Charges, that is a matter for Customer and the Utility to resolve without any involvement or obligation on the part of CNEG, and (iv) CNEG may withhold any payments due to the Utility if Customer fails to pay CNEG invoices in accordance with this Master Agreement.

Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the natural gas and related products and services provided under the Agreement, including without limitation any production, severance or ad valorem taxes, and including any taxes enacted after the Effective Date (collectively, "Taxes"). The term "Taxes" shall include any amounts imposed on Customer directly or on CNEG in its function as Customer's supplier, and that are associated with the supply of gas to Customer (in which case the Customer shall be responsible to reimburse CNEG for such amounts). IF CUSTOMER IS EXEMPT FROM ANY TAXES, CUSTOMER SHALL PROVIDE CNEG WITH ANY STATE AND/OR LOCAL EXEMPTION CERTIFICATE PRIOR TO THE ISSUE DATE OF CUSTOMER'S FIRST INVOICE. All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. CNEG's ability to invoice Customer is dependent on the Transporter's ability to furnish CNEG with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the Transporter, CNEG will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments.

Payment. All amounts set forth in an invoice are payable to the Party issuing the invoice and will include, in addition to the natural gas supply charges, Delivery Charges, and Taxes, all other amounts related to the purchase and delivery of natural gas. CNEG's invoices will be sent to Customer in accordance with CNEG's normal billing cycle, as adjusted from time to time. CNEG's invoices are due and payable 10 days after the date of invoice, or such other date as set forth in a Rider (the "Payment Date") without offset or reduction of any kind, to the address set forth on the invoice. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law.

Pricing Structures. "Contract Price" means the price for gas as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional natural gas quantities in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive natural gas from CNEG beyond the Delivery Period (where such deliveries will be considered month to month), all such natural gas will be priced at Market Price unless otherwise set forth in a TC or Rider. "Market Price" means a price comprised of (i) the spot commodity cost of gas as determined by CNEG in its reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver gas to the Delivery Point, and (iii) a reasonable market based margin. Market Price does not include any applicable Utility charges, including but not limited to Utility or pipeline balancing charges, unless otherwise agreed upon.

Market Disruption. If the Contract Price is based in whole or in part upon a specified index and a Market Disruption Event occurs on a day on which the relevant source published or was to publish the relevant price, then the Parties shall negotiate in good faith to agree on an alternative method of determining the Contract Price. A "Market Disruption Event" is any one of the following: (a) failure of the specified index to announce or publish information necessary for determining the Contract Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the specified index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the specified index; or (e) a material change in the formula for or the method of determining the relevant price component.

Price Locks. Unless otherwise set forth in a TC or a Rider, Customer can request to lock in the commodity price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX last day settlement for each applicable delivery month. Commodity purchase/sale prices exclude pipeline and Utility distribution charges. Customer also has the right to lock basis at a fixed price and at predetermined volumes. Basis includes interstate and intrastate pipeline transportation but does not include the commodity cost or the Delivery Charges.

5. **Adequate Assurance.** If CNEG has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii)

for insecurity with respect to Customer's performance under the Agreement, CNEG may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to CNEG ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to CNEG within three (3) Business Days of the date of the written demand. If at any time CNEG requires Customer to prepay for gas, then (i) CNEG shall be under no obligation to deliver gas if Customer fails to pay any prepayment by its due date, and (ii) in the event the aggregate cost of any quantities of gas required by Customer in a month in excess of the scheduled nominated quantities exceeds \$15,000.00, Customer shall pay CNEG the aggregate cost of such quantities within three (3) Business Days of CNEG's request for payment.

6. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within five (5) Business Days (or such longer period required by applicable law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within five (5) Business Days after written notice from the other Party; (c) Customer fails to provide the Adequate Assurance as provided in this Agreement; (d) the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas) which is not cured within five (5) Business Days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).
7. **Remedies Upon Event of Default.** If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, (i) withhold any payments or suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Facility(ies) adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date for any Facility located in New Jersey shall be no less than thirty (30) calendar days from the date of written notice of termination. Further, if Customer is the Defaulting Party, then CNEG may, without waiving any rights or remedies it may have, to the extent applicable, remove Customer from CNEG's managed balancing and/or storage pools and/or apply any storage balance at prevailing market prices as an offset against the amount owed to CNEG by Customer. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing Party shall pay such amount within three (3) Business Days of receipt of notice of the amount due. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. The remedies under this Section 7 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Event of Default.

As of the Early Termination Date, the Non-Defaulting Party shall determine: (i) the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to CNEG if the opposite is the case; (ii) the Non-Defaulting Party's Costs; and (iii) the amount owed (whether or not then due) by each Party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Contract Value" shall be the Contract Price multiplied by the amount of gas, as determined by the Non-Defaulting Party, that would have been delivered under each terminated Rider or TC, had it not been terminated early (the "Terminated Volumes"). The "Market Value" shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices of NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the Party, all as commercially available to the Party and adjusted for the length of the term and differences in transportation costs and other factors, as the Party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

8. **Change in Law.** CNEG may pass through or allocate, as the case may be, to Customer any increase or decrease in CNEG's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to 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, Transporter business practices or protocol, Transporter tariff, or rule of any commission or agency with federal jurisdiction or jurisdiction in the state in which the Facility(ies) is located. Such adjusted amounts will be included in subsequent invoices to Customer.
9. **Representations and Warranties.** Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC or Rider is executed or deemed accepted) that: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Facility(ies) are true and correct; (ii) it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the Facility(ies); (iii) it is the party of record of the Facility(ies), or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; (iv) if any Transaction hereunder gives Customer the right to adjust the Contract Quantity, or to require CNEG to provide some other quantity of gas, Customer's election to exercise such right is based predominantly on supply and demand factors related to Customer's business; and (v) if Customer is a Governmental Entity, it will not claim immunity on grounds of sovereignty or similar grounds from enforcement of the Agreement. If it is a Governmental Entity, Customer covenants to obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board, governmental

department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including public school districts or special purpose district or authority), or public entity or instrumentality of the United States or one state.

10. **Force Majeure.** Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under the Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the Claiming Party gives the other Party, as soon as possible, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter (including without limitation as the result of an OFO); declaration of emergency by a Transporter(s); regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility).
11. **Indemnification.** Before title passes to Customer at the Delivery Point CNEG shall, and after title passes at the Delivery Point Customer shall, defend, indemnify and hold harmless the other Party and all its affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, from and against all claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, including but not limited to, claims for personal injury, death, or property damage, to the extent arising out of or related to this Agreement ("Claims").
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF EACH PARTY TO MITIGATE ITS DAMAGES, AND NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY THE TERMINATION CALCULATION IN SECTION 7 ABOVE. Customer acknowledges and agrees that the Utility is exclusively responsible for the gas distribution and delivery system, that CNEG has no independent control over the Utility's systems and will have no liability for any of the Utility's acts or omissions.
13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CNEG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Sections 6 and 7 of this Master Agreement (or any definition or provision in this Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.
15. **Assignment.** Customer may assign all its rights and obligations under this Agreement; *provided* (a) it gives CNEG forty-five (45) days prior written notice of its intent to do so; (b) the assignee satisfies in full CNEG's credit requirements; (c) the assignee assumes in writing all of Customer's obligations under the Agreement; and (d) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. CNEG may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (a) a bank, insurer or other financial institution; or (b) any person or entity (i) succeeding to all or substantially all of CNEG's assets or business or the division or region of CNEG to which this Agreement relates or (ii) into which CNEG is merged or otherwise combined or reorganized; provided (with respect to this clause (b)) the succeeding entity agrees to be bound to the Agreement; or (c) any affiliate of CNEG.
16. **Confidentiality.** Each Party agrees to keep all terms and provisions of this Agreement and all communication provided in connection with this Agreement, including the pricing offered to Customer, confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as necessary to perform its obligations under this Agreement or as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in the strictest confidence. CNEG may disclose information respecting Customer to third parties that are representing Customer in the purchase of gas or related services. Furthermore, CNEG may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.
17. **Choice of Law, Venue, Attorney Fees and Expenses.** This Agreement will be governed and interpreted in accordance with the laws of the State of New York, without giving effect to conflict of law principles. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE 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 OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.
18. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding any provision to the contrary in a prior agreement, the Parties agree that this Master Agreement shall supersede and replace all prior written and oral agreements or arrangements between the Parties with respect to the purchase and sale of gas and related services and that all transactions under any such prior agreement(s) are, as of the Effective Date, now governed solely by the terms of this Master Agreement and shall be Transactions hereunder and a part of the single integrated agreement between the Parties. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under

this Agreement, and each Party will provide its original signature upon request. No purchase order, or any amendment or edit to this Agreement, will be valid or given any effect unless signed by both Parties or expressly contained in a TC deemed accepted pursuant to the procedures set forth herein. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under the Agreement. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of the Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. CNEG shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any early termination payment, any amounts owed by CNEG to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 11 above, no third party will have any rights under this Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with this Agreement and will indemnify, defend and hold harmless CNEG from all related Claims. To the extent Customer is represented by a broker, agent, association or other third party (collectively, “Broker”), Customer acknowledges and understands that: (i) CNEG may be making a payment to Broker in connection with Broker’s efforts to facilitate Customer and CNEG entering into a Transaction; (ii) unless otherwise noted, the Contract Price reflects the fee, if any, paid to Broker, and (iii) Broker is acting on Customer’s behalf as Customer’s representative and is not a representative or agent of CNEG. Customer further authorizes CNEG to utilize Customer’s name for publicity and marketing purposes.

- 19. **Affirmation; Acknowledgements.** Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The Parties acknowledge and agree that: (i) CNEG is an independent contractor under this Agreement and except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) TCs and Riders entered into hereunder will constitute “forward contracts” and/or “swap agreements” under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 7 above will constitute contractual rights to liquidate them, and the Parties are entitled to the rights and protections afforded to “forward contracts” and “swap agreements” by the U.S. Bankruptcy Code; (iii) CNEG is not Customer’s consultant or advisor for any purpose including advice regarding the value or advisability of trading in “commodity interests” as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended (the “CEA”), including futures contracts and commodity options or any other activity which would cause CNEG or any of its affiliates to be considered a commodity trading advisor under the CEA; (iv) each Party is an “eligible contract participant” as that term is defined in the CEA; and (v) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.
- 20. **Notices.** To be effective, all notices, including termination notices, must be in writing delivered by hand, by certified mail return receipt requested, by first class mail, or express carrier or emailed to the addresses provided in this Agreement. CNEG shall send invoices and TCs to the notice address provided herein unless otherwise directed by Customer. Notice by hand delivery shall be effective on the date it is delivered. Notice by certified mail, return receipt requested, by first class mail, express carrier, or email shall be effective on the date that mail is delivered or its delivery is attempted. A Party may change its address by providing notice of change in accordance herewith or by other means agreed by the Parties.

CNEG Notice Information
 9400 Bunsen Parkway, Suite 100
 Louisville, KY 40220
 Attention: Contracts Administration
 Phone: (502) 426-4500
 Facsimile: (502) 214-6381
 Email: #CNEGContracts@constellation.com

Customer Notice Information
Legal Notice Information
 Attention: Title:
 Address:
 Phone: Facsimile:
 Email:

For Invoices (if different from Notice Information)
 Attention: Title:
 Address:
 Phone: Facsimile:
 Email:

For Transaction Confirmations (if different from Notice Information)
 Attention: Title:
 Address:
 Phone: Facsimile:
 Email:

{SIGNATURES FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG Sign: _____

Print Name: _____

Print Title: _____

CUSTOMER Sign: _____

Print Name: _____

Print Title: _____

DRAFT

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

*The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter its form of Transaction Confirmation at any time.

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20__ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Buyer:

Seller:

Facility Name:

Delivery Period:

Nature of Parties' Obligation:

Deal Type:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

*US\$ Rounded to four decimal places
Plus applicable taxes*

Incremental Pricing:

Delivery Point(s):

Utility:

Default Service: To the extent a Facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions:

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the Parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

By: SAMPLE
Name: NOT FOR EXECUTION
Title: _____
Date: _____



Natural Gas Supply Agreement
(Washington Gas Light Company - DC)

Constellation NewEnergy – Gas Division, LLC
District of Columbia License #GA-06-2

Under the terms of this Natural Gas Supply Agreement (“Agreement”), Constellation NewEnergy – Gas Division, LLC (“Constellation”) will supply to Customer and Customer shall purchase from Constellation 100% of Customer’s natural gas needs for the accounts listed below. The utility will continue to deliver the natural gas supplied by Constellation. By signing below, Customer acknowledges that this Agreement is an agreement to initiate natural gas service and to begin enrollment with Constellation. This Agreement also includes the General Terms and Conditions attached hereto.

TERM: Constellation will begin supplying your natural gas on the meter read date during the month of <<Month YYYY>>. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the next applicable meter read date after the utility processes your enrollment. This Agreement will continue for _____ months (“Primary Term”), unless the Agreement is renewed or terminated pursuant to the terms of this Agreement or any renewal notice from Constellation.

PRICE (your selected option is noted with an “x” in the applicable box):

- Fixed Price Contract:** This is a fixed price contract. The price for natural gas supplied by Constellation to Customer’s accounts is \$ _____ **per therm** for the Primary Term of this Agreement for all volumes. This price does not include line loss. The price for all natural gas supplied to Customer’s accounts following the Primary Term of this Agreement will be a Monthly Variable Price as described in the General Terms and Conditions.
- Fixed Price Contract - Burnertip:** This is a fixed price contract. The price for natural gas supplied by Constellation to Customer’s accounts is \$ _____ **per therm** for the Primary Term of this Agreement for all volumes. This price does include line loss. The price for all natural gas supplied to Customer’s accounts following the Primary Term of this Agreement will be a monthly variable price as described in the General Terms and Conditions.
- Fixed Basis Contract:** This is a variable price contract. The monthly price for natural gas supplied by Constellation to Customer’s accounts for the Primary Term of this Agreement is 100% of settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month plus \$ _____ **per therm**. This price does not include line loss. The price for all natural gas supplied to Customer’s accounts following the Primary Term of this Agreement will be a monthly variable price as described in the General Terms and Conditions.
- Fixed Basis Contract - Burnertip:** This is a variable price contract. The monthly price for natural gas supplied by Constellation to Customer’s accounts for the Primary Term of this Agreement is 100% of settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month plus \$ _____ **per therm**. This price does include line loss. The price for all natural gas supplied to Customer’s accounts following the Primary Term of this Agreement will be a monthly variable price as described in the General Terms and Conditions.

NOTE: The price set forth above does not include any utility distribution charges, utility balancing fees or taxes. This price may be higher or lower than the local utility’s price in any particular month.

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LIST OF ACCOUNTS					
Customer Name	Tax ID Number	Account Location	LDC	Rate Class	LDC Account Number

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Customer: _____

Constellation NewEnergy – Gas Division, LLC

Signature: _____

Signature: _____

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Facsimile:

Telephone:

Email:

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Constellation NewEnergy – Gas Division, LLC
Natural Gas Supply Agreement (Washington Gas Light Company - DC)
General Terms and Conditions

- 1. Contract Term and Renewal; Representations and Warranties:** The Primary Term of this Agreement is set forth above. The price of gas supplied to Customer's accounts following the Primary Term will be a Monthly Variable Price, unless otherwise agreed in writing. The "Monthly Variable Price" will be a variable price that may or may not change at our discretion for each calendar month during which Constellation serves Customer's account(s). If Customer receives one bill from the utility that includes Constellation's charges, for any utility that pro-rates between months, if a billing cycle spans across multiple calendar months, the utility will apply the applicable Monthly Variable Prices pro-rated based on the utility's billing methodology. 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, prior months pricing and balancing costs, projected average customer bill amounts and utility pricing. The Monthly Variable Price may include the following additional costs: balancing costs, transportation costs, storage costs, pooling charges, credit costs and a profit margin determined in Constellation's discretion that may or may not vary from month to month. The Monthly Variable Price can be inherently volatile and may exceed available fixed rates, utility rates and other third party supplier rates, so consideration should be given to whether you would prefer a new fixed rate versus the potential volatility and increased costs of month to month variable rates. The Monthly Variable Price does not include any fees, taxes or charges directly assessed by the Utility. Either party may terminate supply of natural gas beyond the Primary Term upon thirty (30) days written notice of termination to the other party.
- 2. Billing.** Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each account, which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from Constellation for the natural gas supply and one from the utility for the amounts payable by Customer for services provided by the utility ("Delivery Charges"); or (b) Utility Consolidated Billing: Customer will receive one invoice from the utility that includes both the natural gas supply charges and the Delivery Charges.
- 3. Taxes.** Customer is responsible for all Taxes related to the sale purchase, and delivery of natural gas to Customer's 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 Customer or that Constellation passes through to Customer, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but 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. If Customer is exempt from any Taxes, Customer shall provide Constellation with a valid exemption certificate prior to the issue date of Customer's first invoice. All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable price as allowed by law.
- 4. Estimates and Volume Adjustment.** Constellation's ability to invoice Customer is dependent on the utility's ability to furnish Constellation with all necessary information, including Customer's metered usage. Constellation may invoice accounts based upon Customer's estimated monthly usage as supplied by the utility. In such event there will be a volumetric adjustment following account termination or on receipt of all necessary information to reconcile Customer's estimated usage with Customer's actual usage during the contract period. Volume adjustments for purposes of reconciliation will be priced at a market rate equal to a monthly variable price based on prevailing market conditions in effect at the time of the adjustment.
- 5. Payment.** Constellation's invoices will be sent to Customer in accordance with Constellation's normal billing cycle, as adjusted from time to time. Constellation's invoices are due and payable on the 20th day after the date of invoice without offset or reduction of any kind, to the address set forth on the invoice. Invoices not paid on or before the payment date will accrue interest daily on outstanding amounts from the payment date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law. Customer agrees to pay Constellation's reasonable attorneys' fees and costs incurred to collect all unpaid balances. The parties are entitled to verifiable billing adjustments requested within two (2) years of the date of the applicable invoice. For billing inquiries contact Constellation at (833) 848-6938.
- 6. Delivery Point:** All natural gas sold will be delivered to an existing or future point of interconnection between the Customer's utility distribution system and a third party pipeline supplying natural gas to the utility (the "Delivery Point"). Title and risk of loss related to natural gas transfer from Constellation to Customer at the Delivery Point.
- 7. Financial Responsibility:** Constellation's acceptance of this Agreement is conditioned upon Constellation's review of Customer's creditworthiness, approval of which shall be in Constellation's sole discretion and in addition, any transaction under this Agreement is conditioned upon Customer maintaining such creditworthiness during the term of the Agreement. If Constellation has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's

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performance under the Agreement, Constellation may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to CNEG ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to Constellation within five (5) Business Days of the date of the written demand. Also, if such Adequate Assurance is not provided within such period, in addition to any and all other remedies available under this Agreement, Customer grants Constellation an automatic first priority security interest in and lien on all gas purchased on Customer's behalf, whether in storage or otherwise, and Constellation shall have the right to use the same to satisfy or offset the payment of any indebtedness, unpaid account balance or damages owed by Customer to Constellation.

8. Indemnification and Limitations: Customer will defend and indemnify Constellation against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims regarding payment, personal injury or property damage from or related to the gas ("Claims") or other charges thereon which are incurred or attach at and after the Delivery Point. Constellation will defend and indemnify Customer against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims of title, personal injury or property damage from or related to the gas or other charges thereon which are incurred or attach before the Delivery Point. Notwithstanding any other provision of the Agreement to the contrary, the entire liability of each party for any and all Claims will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of each party to mitigate its damages, and neither party will be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits not contemplated by Section 11 below. Customer acknowledges and agrees that the utility is exclusively responsible for the gas distribution and delivery system, that Constellation has no independent control over their systems and will have no liability for any of their acts or omissions.

9. Failure to Deliver or Receive Gas. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If Constellation fails to deliver gas for a reason other than Force Majeure, Constellation shall pay Customer the "Replacement Cost," which is the amount Customer actually pays to replace the undelivered gas less the amount Customer would have paid under this Agreement for such gas. (b) If Customer fails to receive or pay for gas for a reason other than Force Majeure, Customer shall pay Constellation the "Revenue Loss," which is the amount that Constellation would have received for the sale of the unreceived gas pursuant to this Agreement less (i) the amount actually received by Constellation in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount Constellation would have received by reselling such gas at spot market prices at or near the Delivery Point(s), as determined by Constellation in a commercially reasonable manner. Constellation and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

10. Event of Default. An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within 5 business days (or such longer period required by applicable law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within 5 business days after written notice from the other party; (c) Customer fails to provide the Assurance Amount as provided in this Agreement; (d) the failure by a party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas) which is not cured within 5 business days after receipt of written notice thereof; or (e) a party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).

11. Remedies Upon Event of Default. If an Event of Default occurs with respect to a party (the "Defaulting Party"), the other party (the "Non-Defaulting Party") may in addition to all remedies available to it at law or in equity, in its discretion, at any time, (i) withhold any payments or suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those accounts adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date shall be no less than 15 calendar days from the date of written notice of termination. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing party shall pay such amount within 3 Business Days of receipt of notice of the amount due. The parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. As of the Early Termination Date, the Non-Defaulting Party shall determine: (i) the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to

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Constellation if the opposite is the case; and (ii) the amount owed (whether or not then due) by each party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other. The “Contract Value” shall be the price that would have been paid for the gas under this Agreement had it not been terminated early multiplied by the amount of gas (the “Terminated Volumes”), as determined by the Non-Defaulting Party, that would have been delivered under this Agreement had it not been terminated early. The “Market Value” shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices of NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the party, all as commercially available to the party and adjusted for the length of the term and differences in transportation costs and other factors, as the party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

12. Agency and Information Release Authorization: Customer designates Constellation as its agent for administering contracts with all transporters and utilities necessary to supply Customer’s accounts. Customer authorizes Constellation to aggregate Customer’s gas supply requirements with those of other customers. Throughout the term, Customer authorizes Constellation to obtain information from the utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges under this Agreement are included on the utility bill, billing and payment information from the utility. Customer authorizes Constellation to release that information to third parties who need to use or be aware of such information in connection with Customer’s natural gas supply service, as well as to its affiliates and subcontractors for marketing purposes. These authorizations shall remain in effect as long as this Agreement (including any renewal) is in effect. Customer may rescind these authorizations at any time by either calling Constellation at (833) 848-6938 or providing written notice to Constellation. Constellation reserves the right to reject Customer’s enrollment or terminate the agreement if Customer rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by Constellation, or if I fail to meet minimum or maximum threshold natural gas consumption levels as determined by Constellation, in which case Customer may be required to pay an early termination payment described in Section 11. If Customer fails to remit payment in a timely fashion, Constellation may report the delinquency to a credit-reporting agency.

13. Applicable Laws; Change in Law: This Agreement is subject to all local, state, and federal laws and orders, directives, rules, and regulations of governmental bodies and officials having jurisdiction. The rights of the parties will be governed and construed in accordance with the laws of the State of Maryland, without giving effect to principles relating to conflict of laws. 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.

14. Utility Tariffs and Operating Procedures: This Agreement is subject to the tariff and operating procedures of the applicable utility. Constellation may terminate this Agreement if there is an amendment or addition to any applicable utility’s tariff or operating procedure that materially effects the terms of this Agreement, including without limitation, changes to utility balancing and cashout charges, penalties, or related provisions.

15. Disputes and Remedies: For questions about bills or any other matters with respect to Constellation’s natural gas service, Customer may contact Constellation by calling Customer Care at 1-833-848-6938; by sending a letter to Constellation NewEnergy – Gas Division, LLC, P.O. Box 4911, Houston, TX 77210-4911 or by sending an email to home@constellation.com. Constellation will refer all complaints to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If Customer is still not satisfied, Customer may contact a Constellation supervisor, and he or she will respond promptly. BOTH PARTIES 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.

16. Force Majeure: Notwithstanding any other provision of this Agreement, where a party is unable to carry out any obligation under the Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided

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that: (i) the Claiming Party gives the other Party as soon as possible written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. “Force Majeure” means an event that is not within the reasonable control of the Party claiming Force Majeure (“Claiming Party”), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter (including without limitation as the result of an operational flow order or similar restriction); declaration of emergency by a pipeline or utility; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the utility).

17. Warranties: CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY; WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CONSTELLATION SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

18. Miscellaneous: Customer may not assign this Agreement without Constellation’s prior written consent. This Agreement may be assigned by Constellation to another non-utility energy services company upon thirty (30) days written notice to Customer. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. This Agreement may be amended only in a writing executed by all parties. No delay or failure by a party to exercise any right or remedy to which it may become entitled herein will constitute a waiver of that right or remedy. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law. Any payments due under this Agreement, and all provisions relating to the payment and collection thereof, shall survive termination for any reason. Customer may direct questions or requests for information about this Agreement to Constellation at (833) 848-6938, or email Constellation at home@constellation.com.

19. EMERGENCY. In the event of a gas leak or other gas emergency, contact Washington Gas Light Company at (703) 750-1400 or local emergency services at 911.

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NRG Business Marketing LLC
 804 Carnegie Center,
 Princeton, NJ, 08540
 1.844.737.6742
 nrg.com

CUSTOMER INFORMATION

Customer Name:	Type: New
Contact Name:	Billing Contact:
Address:	Billing Address:
Telephone: Fax:	Telephone: Fax:
Email:	

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between NRG Business Marketing LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated _____ as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. **THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.**

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
-----------------	------------------------	------

Payment Terms: [15] days

Late Fee: [1.50]% or, if lower, the maximum amount permitted by law.

DELIVERY PERIOD

Begin: _____ End: _____

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

Washington Gas Light / WGL DCQ POOL

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

Volume Type :	Monthly	
May		November
June		December
July		January
August		February
September		March
October		April

PURCHASE PRICE

Fixed Price :

The Purchase Price includes charges for the pricing components marked below as "Included." Pricing components marked "Pass through" will be passed through at cost and shown as a separate line item on Customer's bill.

Component	Value
Balancing Fee Passthrough	Passthrough

BILL TYPE

Dual

SPECIAL PROVISIONS

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas, please contact The Office of the People's Counsel for the District of Columbia at: 1133 15th Street N.W., Suite 500, Washington, DC 20005. Telephone: (202) 727-3071; Facsimile: (202) 727-1014; TTY-TTD: (202) 727-2876; Email: ccceo@opc-dc.gov.; Hours of Operation: 8:45 a.m. thru 5:15 p.m., Monday-Friday; or District of Columbia Public Service Commission, <http://dcpsc.org/>; Address: 1325 G St NW #800, Washington, DC 20005; Phone: (202) 626-5100

Early Termination: This Transaction Confirmation may be terminated for convenience by Buyer on not less than thirty (30) days' prior written notice to Seller ("Early Termination"). If Buyer terminates the Transaction Confirmation according to this Early Termination provision, then Buyer agrees it will keep Seller whole for any losses and costs Seller may incur as a result of such Early Termination and agrees that the process set forth in the Remedies section of the CMA will be followed in calculating a settlement amount.

Buyer acknowledges that the Utility may provide Buyer's billing and payment information to Seller

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

Full Plant Requirement - No GSA

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

Non-Exempt

Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer :

Seller : NRG Business Marketing LLC

By : _____

By : _____

Name : _____

Name : _____

Title : _____

Title : _____

Date : _____

Date : _____



This Commodity Master Agreement ("CMA") between NRG Business Marketing LLC, and Direct Energy Business, LLC d/b/a NRG Business, each a Delaware limited liability company (collectively "Seller" or "NRG"), and ("Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of

1. **Transactions:** This CMA applies to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Customer (each sale a "Transaction"). Transactions will be memorialized in a transaction confirmation signed by Customer and Seller (each a "Transaction Confirmation"). Each Transaction Confirmation sets forth the applicable Seller providing the service to Customer. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.
2. **Performance:** Customer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity. Customer's estimated monthly Contract Quantity is specified in the applicable Transaction Confirmation. Customer will only use the Commodity at the Service Location(s) listed in the applicable Transaction Confirmation and must not resell the Commodity.
3. **Term:** This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or for convenience upon at least 30 days' prior written notice; except that this CMA will remain in effect with respect to Transaction Confirmations entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations. Each Transaction Confirmation sets forth the Initial Term which together with any Renewal Term constitutes the Delivery Period.
4. **Purchase Price:** Customer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.
5. **Changes to Purchase Price:** If there is a new or modified tariff, law, order, rule, tax, regulation, transmission rate, or a change by any LDC, EDC or ISO to supplier obligations to serve, which increase Seller's costs, Seller may allocate the increased costs to Customer in the form of an adjusted Purchase Price or a separate line item on Customer's invoice.
6. **Billing and Payment:** Seller will invoice Customer and Customer will pay for the Actual Quantity of Commodity and any other amounts that are Customer's responsibility under this Agreement. Unless otherwise set forth on a Transaction Confirmation, payment is due within 15 days of the date of the invoice, and late fees will be accrued at 1.50 % per month or, if lower, the maximum rate permitted by law. If Seller cannot verify the Actual Quantity when an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Customer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment, or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Customer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for Customer's insufficient funds. "Actual Quantity" means the quantity of Commodity that is either delivered or metered, as applicable, to Customer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.
7. **Taxes:** The Purchase Price does not include Taxes that are or may be the responsibility of the Customer, unless such inclusion is required by law. Customer will reimburse Seller for any Taxes that Seller is required to collect and pay on Customer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Customer is responsible. It is Customer's responsibility to provide Seller with any applicable Tax exemption documentation and Customer will be liable for any Taxes assessed against Seller because of Customer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.

8. Disputes: If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will immediately pay the balance of the original invoice, plus late fees from the original due date, and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

9. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Customer at the Delivery Point specified in the applicable Transaction Confirmation.

10. Material Deviation: Seller may in its sole discretion pass through to Customer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).

11. Force Majeure: Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations only if it provides prompt notice of the Force Majeure event, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure event, Customer will not be excused from its responsibility to pay for natural gas balancing charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Customer's facilities, unless such closure itself is due to Force Majeure.

12. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Customer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period. When Seller has reasonable grounds for insecurity regarding Customer's ability or willingness to perform all of its outstanding obligations under any Transaction Confirmation between the Parties, Seller may require Customer to provide adequate assurance, which may include, in Seller's discretion, security in the form of cash deposits, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of Seller's demand; (ii) failure of Customer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger where the surviving entity has assumed all of the respective obligations of such Party under this Agreement); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Customer or due to a default under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any or all Service Locations under any or all Transactions and/or this CMA between the Parties; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each terminated Service Location under the Transaction Confirmation(s) being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between (a) the non-defaulting Party and its affiliates and (b) the defaulting Party under this Agreement and any other Commodity agreements, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. A late fee on any unpaid portion of the Net Settlement Amount will accrue at the rate identified on the Transaction Confirmation.

"Close-out Value" is the sum of (a) the amount owed to the non-defaulting Party for the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the remaining Initial Term or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for those quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction (s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, natural gas balancing charges, and/or transaction costs.

"Market Price" means the price for similar quantities of Commodity at the Delivery Point during the remaining Initial Term or, if applicable, the current Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction Confirmation is entered into and during the Delivery Period:

A. Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor.

B. Customer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period; (iii) if the person or entity signing this Agreement is doing so in its capacity as an agent, such agent represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the applicable Transaction Confirmation.

C. Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement does not create an association, trust, partnership, or joint venture in any way between the Parties, nor does it create any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Customer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Customer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Customer's Utility, and not Seller, is responsible for responding to natural gas leaks or Commodity emergencies if they occur.

D. Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.**

16. Confidentiality: Except as otherwise provided below, Seller shall maintain the confidentiality of Customer's data collected for purposes of fulfilling the terms of this Agreement including Customer's name, address, telephone number, electric usage and historic payment information as required by applicable regulation and law. Customer shall maintain the confidentiality of this Agreement and will not without Seller's prior written consent, disclose the terms of this Agreement or any on-line account management password, to any third party, other than Customer's employees, affiliates, agents, auditors and counsel who are bound by confidentiality obligations not to disclose this Agreement. Seller may disclose or share the terms of this Agreement or Customer's data provided under or relating to this Agreement, with its affiliates, agents, employees, lenders, permitted assignees, or service providers who have agreed to confidentiality obligations not to disclose or share such information and to use it only in the course of their performance of services. Where required by applicable regulation or law, Seller will obtain Customer's consent to disclose or share Customer's data for any other purpose not defined herein.

17. Indemnification; Limitation of Liability:

- A. Only the Seller and the Customer that are Parties to a Transaction Confirmation will have any duties, obligations, or liabilities arising under that Transaction Confirmation.
- B. Customer will be responsible for and shall indemnify, defend, and hold harmless, Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") that attach after title passes to Customer.
- C. Seller will be responsible for and indemnify, defend, and hold harmless, Customer against any Losses that attach before title passes to Customer.
- D. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.
18. Other:
- A. The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine.
- B. Each Party waives its right to a jury trial regarding any litigation arising from this Agreement.
- C. No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy.
- D. Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: NRG Business Marketing LLC or Direct Energy Business, LLC (as applicable), Attn: Client Services, 910 Louisiana Street, Houston, TX 77002; Email: ContractSupport@nrg.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing.
- E. No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties.
- F. Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Customer's consent. Customer may not assign this Agreement without Seller's consent not to be unreasonably withheld.
- G. This Agreement may be signed in separate counterparts by the Parties, each of which when signed and delivered shall be an original, but all of which shall constitute one and the same instrument.
- H. Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the Commodity industries, as applicable.
- I. Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence.
- J. Where an agent represents multiple parties under this Agreement, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate CMA, and that no such Party shall have any liability under this document for the obligations of any other Parties.
- K. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction.
- L. If a broker, agent, aggregator or other similar agent ("Agent") has been involved in any Transaction, that Agent is an agent of Customer only and not an agent of Seller and may receive a commission from Seller out of monies Customer pays to Seller under this Agreement. Customer acknowledges and agrees that Seller may share information regarding Customer's Commodity usage and payment with the Agent necessary to comply with any commission agreement or other similar agreement between Seller and Agent. Customer may authorize Seller in writing to grant Customer's Agent access to Customer's online account with Seller.

This CMA is entered into and effective as of the date written above.

Customer :

**Seller : Direct Energy Business, LLC
NRG Business Marketing LLC**

By : _____

By : _____

Name : _____

Name : _____

Title : _____

Title : _____

Date : _____

Date : _____

Natural Gas Retail Sales Agreement Contract Number:

Additional Provisions:

If Buyer's Service Location is in District of Columbia, please note the following:

(a) Seller will supply Buyer Gas on the terms in this Agreement; (b) Buyer's minimum use requirement are the monthly contract volumes listed in Exhibit A; (c) Buyer has no time of use restrictions under this Agreement; (d) Price of Gas is described on Exhibit A; (e) Invoices from Seller under this Agreement do not include utility costs; (f) Billing procedure is described in Section 7; (g) Buyer will receive separate bills from Seller and Buyer's LDC for Gas supply and distribution services; (h) The term of this Agreement is defined in Section 2; (i) Buyer is not required to provide a deposit as security; (j) Buyer will be charged the Price for Gas delivered and applicable Taxes, and, as provided for in this Agreement, may be charged the following: damages for breach of contract, imbalance charges, penalties and other fees imposed by Buyer's LDC, Seller's costs resulting from Buyer's Operational Change, and interest on past due balances; (k - l) Neither party has a right to terminate the Agreement "early", however, each party has certain termination rights, more specifically described in this Agreement, to terminate the Agreement if certain events occur (including Termination Events); (m) If you wish to renew this Agreement or enter into a new Agreement, please contact Seller's Customer Care Department at: CustomerCare@spragueenergy.com; (n) Disputes between the parties will be resolved in accordance with the procedure set forth in the Dispute Resolution Procedure below. (p) the DC Office of the People's Counsel is an advocate for consumers of natural gas in the District of Columbia and can be reached by phone at 202-727-3071, or you can visit their website at <http://www.opcdc.gov/>.

If Buyer's Service Location is in Virginia, please note the following:

Buyer's LDC has a "minimum stay requirement" of 12 months which means that if the Buyer returns to LDC sales service for any reason, Buyer must remain on LDC sales service for a minimum of 12 months. Subject to the terms of this Agreement, Buyer's minimum term is the duration of the Initial Term. Seller will not unilaterally change any of the terms of this Agreement, all changes to the terms of this Agreement must be agreed between both Buyer and Seller. In the event that Seller assigns this Agreement to another competitive service provider, the competitive service provider shall communicate such changes to the customer at least 30 days in advance of implementing such changes.

Dispute Resolution Procedure

For Buyer Service Locations in the District of Columbia and Virginia only, in the event of a dispute between the parties that is unable to be resolved after reasonable efforts, either party may provide written notice to the other party that it is invoking this dispute resolution procedure, whereupon the parties will cooperate in good faith to schedule a phone call on which a representative from each party will negotiate in good faith to settle the dispute. If within fifteen days after one party has given the other written notice the parties have not settled the dispute, either party may pursue whatever remedies available to it, subject to the terms of this Agreement, at law or in equity. Without regard to this Dispute Resolution Procedure, Buyer may contact the commission licensing Seller to sell natural gas in Buyer's jurisdiction to initiate a complaint pursuant to such commission's procedures.

(800) 752-7520

Contact Information:

In the event of a natural gas emergency, Buyer should contact their local gas utility at (800) 752-7520. For a list of local distribution companies and their contact information, visit:

Maryland Public Service Commission website: <http://www.psc.state.md.us/> or write: Maryland Public Service Commission, 6 St. Paul St, 16th Floor, Baltimore, MD 21202 or phone: (800) 492-0474.

Commonwealth of Virginia Division of Public Utility Regulation website: <http://www.scc.virginia.gov/> or write: State Corporation Commission, Division of Public Utility Regulation, P.O. Box 1197, Richmond, VA 23218 or phone: (800) 552-7945.

Public Service Commission of the District of Columbia website: <http://www.dcpssc.org/> or write: Public Service Commission of the District of Columbia, 1325 G Street N.W., Suite 800, Washington, DC 20005 or phone: (202) 626-5100.

This Natural Gas Retail Sales Agreement ("Agreement") shall be subject to the attached Natural Gas "Terms of Service" and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals. This Agreement shall not become effective unless accepted by Sprague. Buyer hereby authorizes its LDC to provide Sprague with all information regarding Buyer's gas requirements and that which is necessary for Sprague to perform its obligations

Natural Gas Retail Sales Agreement Contract Number: _____

hereunder. Buyer further authorizes Sprague to act as its agent in dealing with the LDC. This Natural Gas Retail Sales Agreement ("Agreement") shall be subject to the attached Natural Gas "Terms of Service" and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals.

CUSTOMER'S RIGHT TO CANCEL

If Buyer's service location is in Virginia, Buyer may cancel, without penalty, its service with Seller by notifying Seller or Buyer's local distribution company prior to the close of business on the tenth day following the mailing of notice by the local distribution company of an enrollment request.

<p>SEEN AND AGREED: Sprague Operating Resources LLC</p> <p>Signature: _____</p> <p>Print Name: <u>Sener E. Pašalić</u></p> <p>Title: <u>Managing Director, Natural Gas & Power Sales</u></p> <p>Date: _____</p>	<p>SEEN AND AGREED:</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Natural Gas "Terms of Service"

1. Delivery and Damages. Natural gas ("Gas") is sold hereunder on a firm basis, meaning that either party may interrupt its performance without liability only when Force Majeure applies under Section 9. For any day that Sprague fails to deliver Gas or Buyer fails to receive Gas, the performing party shall be entitled to damages from the other party equal to the cost of cover plus any transportation and/or imbalance charges or \$0.09 per therm multiplied by the number of therms which should have been received or delivered that day, whichever is greater.

2. Term. The initial term shall commence as of the first date of service, which will occur in accordance with the LDC's tariff, rules and regulations. Upon the conclusion of the initial term, this Agreement shall automatically renew on a month-to-month basis at a rate equal to a market based price plus any applicable LDC capacity and/or supply costs until terminated by either party giving at least 30 days' prior written notice to the other party; provided, however, that Buyer shall remain liable for Gas supplied by Sprague pursuant to the terms of this Agreement until such service can be terminated in accordance with the LDC's tariff, rules and regulations.

3. Termination Event. Sprague may terminate this Agreement upon 10-days' written notice to Buyer (and subject to the LDC's tariff, rules and regulations) if the Buyer a) commences a proceeding under any bankruptcy or similar law for the protection of its creditors or such proceeding is commenced against Buyer; b) otherwise becomes bankrupt or insolvent (however evidenced); or c) fails to pay Sprague's invoice when due. Upon termination, Buyer shall pay Sprague the cost of cover plus any applicable LDC capacity related costs and/or imbalance charges or \$0.09 per therm multiplied by the number of therms in the remaining term, whichever is greater. Buyer shall be liable for all costs and reasonable attorney fees incurred by Sprague in collecting overdue payment from Buyer. Notwithstanding any terms to the contrary in this Agreement, Sprague shall abide by all notice and cure periods as required by all applicable laws and regulations.

4. Transportation, Nominations and Scheduling. Sprague will deliver Gas in compliance with the applicable tariff's quality and measurement specifications and transport it to the delivery point(s), at which title shall pass to Buyer and Buyer will be responsible for transporting the Gas from such delivery point. Sprague expressly disclaims all other warranties of quality or fitness for a particular purpose. Buyer shall be responsible for all imbalance charges, penalties or other fees except those resulting from Sprague's failure to reasonably nominate and schedule Gas for Buyer. Upon request, Buyer shall provide to Sprague copies of Buyer's LDC statements, reports or meter readings.

5. Operational Change. Buyer shall immediately notify Sprague of any event that may materially alter Buyer's Gas usage, i.e. equipment installations, repairs, shutdowns, or production schedule changes. Buyer shall also immediately notify Sprague of, and fully comply with, all curtailment or interruption orders or similar notices. If a known event exceeds one month in duration, Sprague may renegotiate this agreement and terminate this agreement if a satisfactory renegotiation cannot be completed within 30 days. If Sprague is negatively impacted financially from such Operational Change, Buyer agrees to reimburse Sprague for all documented costs. In the event an Operational Flow Order, Critical Day or restriction is declared by transporters upstream or downstream of the Delivery Point, Sprague may cash out all volumes nominated or used above or below the day's ratable share of the Monthly Contract Quantity at a market based price.

6. Taxes. Sprague shall pay all taxes (including but not limited to sales, use, distribution, excise, or gross receipts), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority ("Taxes") on or with respect to the Gas prior to the delivery point(s). Buyer shall pay all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). Any party entitled to an exemption from any Taxes must furnish the other party with supporting documentation.

7. Billing and Payment. Sprague shall monthly invoice Buyer for delivered Gas based upon the best available information, including nominated volumes. Buyer shall make full payment within fifteen (15) days of the invoice date, and Sprague shall make any necessary adjustment in the invoice following discovery of the actual quantities. If the Buyer's LDC billing cycle is not based on a calendar month, Sprague shall establish a single price for the billing cycle on the closing date based on the applicable monthly prices. Sprague may charge Buyer an interest rate of one and a half percent (1½%) monthly or the maximum legal rate, if lower, on any late payment. The LDC's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute an invoice based on a meter reading absent documentation from the LDC, verifying an error in the meter reading and setting forth the accurate meter reading.

8. Credit. Buyer agrees to provide its financial information as Sprague reasonably requests from time to time for the purpose of assessing and monitoring Buyer's financial condition.

9. Force Majeure. Except for a party's payment obligation, neither party shall be liable to the other for failure to perform an obligation to the extent caused by Force Majeure, meaning acts of God, fires, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of transportation, strikes, lockouts or other industrial disturbances, acts of terrorism or war, or any other non-financial cause outside the control of the party claiming Force

Majeure. If the party claiming Force Majeure promptly notifies the other party in writing as soon as reasonably possible, such party is relieved of its obligation to deliver or receive Gas from the onset of the Force Majeure event through its duration. Sprague may prorate its available supply at an affected delivery point based on nominated volumes among Sprague's firm customers receiving Gas at such delivery point.

10. Tariffs, Laws and Regulations. This Agreement shall be subject to all local, state and federal laws and regulations and any applicable order of a governmental body or official. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority relating to the failure of such party to comply with any applicable law, regulation or order. In the event any law, regulation or order of any governmental authority adversely and materially impacts Sprague's ability to perform or there is an approved change to a transporter tariff and/or utility capacity assignment resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.

11. Waiver and Severability. No party's waiver of any breach of performance shall be deemed a waiver of any subsequent breach. Should a court of competent jurisdiction hold any provision herein invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12. Integration and Assignability. This Agreement contains the parties' entire understanding and supersedes any prior agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns and may only be modified by written agreement between the parties. Buyer shall not assign this Agreement without Sprague's consent.

13. Confidentiality. Buyer shall not disclose the terms stated herein, including price, without Sprague's consent.

14. Limitations. Neither party shall be liable for specific performance, consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.

15. Governing Law; Jury Trial. This Agreement shall be governed by and interpreted in accordance with the laws of the state identified on the first page. The parties hereby waive any right to a jury trial.

Natural Gas Retail Sales Agreement Contract Number: _____

Natural Gas Sales Agreement – Exhibit A

Volumes: Buyer's Monthly Contract Quantities (stated in therms) during the Initial Term and any subsequent term shall be as follows:					
Jan. 0.000	Feb. 0.000	Mar. 0.000	Apr. 0.000	May. 0.000	Jun. 0.000
Jul. 0.000	Aug. 0.000	Sep. 0.000	Oct. 0.000	Nov. 0.000	Dec. 0.000

Service Locations

Service Address	Utility Account Number	Utility Meter Number	Location Description	Capacity Assignment Quantity
				0.000

NATURAL GAS SALES AGREEMENT

BUYER NAME: _____		FEIN/TAX ID #: _____	
BILLING ADDRESS: STREET: _____		CITY: _____ STATE: _____ ZIP: _____	
CONTACT NAME: _____		TITLE: _____ EMAIL: _____	
TELEPHONE: _____ CELL: _____ FAX: _____		Major Energy's PAYMENT INFORMATION	
ACCT #: _____ DUNS #: _____		ACH/Wire	Check
SALES TAX EXEMPT: <input type="checkbox"/> Yes (If Yes, exemption form must be provided) Send all Documents to tax@sparkenergy.com		Contact Major for ACH/Wire Information	c/o Major Energy, LLC Dept # 42421 PO Box 650823 Dallas, TX 75265-0823
OFFICE USE: <input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL Estimated Annual Usage / Therms: _____ AGENT CODE: _____			
UTILITY: _____		Pipeline (If applicable): <u>Transco</u>	
INITIAL TERM: No. of months: _____ Starting on or about: _____ or as allowed by the Utility.			
CONTRACT GAS PRICE: (net of taxes)	<input type="checkbox"/> FIXED: _____ per therm (the "Fixed Price"). Major will sell and Customer will purchase 100% of the natural gas requirements of the named service locations at the Utility city gate. The price(s) listed above are based on the market conditions as the Price Date and may be adjusted by Major to reflect market conditions as of the time the Agreement is accepted by Customer. Prices are exclusive of Utility distribution charges and taxes. Billed volumes will not be adjusted for Utility Line Loss, where applicable (Bumer Tip).		
ACCOUNT(S) TO BE SERVICED: <input type="checkbox"/> See <u>Attachment A</u>		UTILITY ACCOUNT NO. _____	
SPECIAL PROVISIONS OR INSTRUCTIONS: NONE			
OTHER FEES AND CHARGES: \$0.00			

CUSTOMER DISCLOSURE STATEMENT

Price	See "Contract Gas Price" section above.
Fixed, NYMEX-Based or First of Month	See "Contract Gas Price" section above.
Agreement Length	See "Initial Term" section above.
Amount of Early Termination Fee	See Section 12, "Early Termination; Default and Collection Costs" on Terms and Conditions attached and incorporated herein.
Late Payment Fee	See Section 9, "Adjustments, Late Penalties & Suspension of Service" attached Terms and Conditions.
Renewal Provision	See Section 4, "Expiration" on attached Terms and Conditions.

This sale is subject to the terms and conditions set forth on both sides of this Agreement and is not binding upon Company until same has been approved and accepted by a duly authorized representative of Company. I/We hereby acknowledge that the terms of sale are clearly understood by me/us, and everything that I/we have stated in this application is correct to the best of my/our knowledge. Company is authorized to check my/our credit. Electronic and Faxed signatures are deemed acceptable for all purposes. I/We have read and agree to the terms set forth herein. PLEASE SAVE FOR YOUR RECORDS

BUYER NAME _____
 Buyer Signature _____
 Print Name _____
 Title _____
 Date _____

MAJOR ENERGY SERVICES, LLC ("Company") Company
 Signature _____
 Print Name _____
 Title _____
 Date _____

Email signed Agreement to:
INDIRECTSALES@SPARKENERGY.COM

Exhibit A											
Facility Name	Account #	Meter #	Service Address	City	State	Zip	Tax Exempt	Rate	Customer Type	Utility	

Signature: _____
 Name: _____
 Title: _____
 Date: _____

DISTRICT OF COLUMBIA – NATURAL GAS TERMS AND CONDITIONS

1. **COMMITMENT.** Buyer shall use Major Energy Services, LLC ("**Company**") as its exclusive agent for gas supply with the appropriate Utility (the "**Utility**") required to service Buyer's account(s) for which are set forth within this Natural Gas Sales Agreement (the "**Agreement**"). Company agrees to sell to Buyer and Buyer agrees to purchase from Company, pursuant to all of the terms and conditions of this Agreement, all of Buyer's natural gas requirements. The Contract Gas Price stated herein shall be guaranteed for the Initial Term for quantities of gas consumed by Buyer in accordance with the historical usage records for the account(s) as maintained by the Utility ("**Utility Profile Volume**"). All natural gas deliveries in excess of the Utility Profile Volume may be billed to Buyer at then-current market prices *plus* the costs of all supply and agency functions performed by Company, fuel, transportation, and other pass-through charges as determined by Company (collectively, "**Pass-Through Charges**") at the time of delivery. This Agreement is contingent upon the execution hereof by Buyer and Company and the effectiveness of all interstate and intrastate transportation, supplier, utility, or regulatory entity agreements that may be required to make this Agreement effective and performable.

2. **TERM.** The initial term of this Agreement is the Term specified in the Agreement (the "**Primary Term**") and will begin with the first available billing cycles with company. Unless otherwise agreed the Agreement will automatically renew from month to month following the Primary Term (each such renewal period referred to hereinafter as a "**Subsequent Term**"). Following the Primary Term, unless a "**Renewal**" Agreement is executed or this Agreement is terminated by either party at the end of the Primary Term or the end of a Subsequent Term by providing to the other party thirty (30) days written notice of its intent to terminate the Agreement, this Agreement shall extend for Subsequent Terms of one month each until cancelled as provided herein. The Contract End Date may be, for reasons other than Early Termination, thirty (30) days or more from the Contract End Date due to the actual start date. The Price for gas sold during each Subsequent Term will be as specified in the Agreement. If this Agreement is an "**Amendment**," the terms of this Agreement supersede and replace any prior agreement for the specified service locations. Buyer shall remain responsible for all charges through, to and including the actual date gas supply delivery ends.

3. **DELIVERY AND IMBALANCES.** Title to natural gas sold hereunder will transfer at allocation on the interstate pipeline outside the state. The parties shall use reasonable efforts to avoid imbalances resulting in penalties or cash-out obligations under the provisions of the transportation tariffs of any pipeline or LDC transporting gas sold hereunder. Except as otherwise provided herein, Company will be responsible for and indemnify Customer against any charges or penalties assessed by a pipeline or LDC against either party, as a result of Company's over or under deliveries of gas for the account of Customer corresponding with the Monthly Demand Quantities set forth in this contract, except as a result of Force Majeure; provided, however, Customer will promptly (at least five (5) Business Days prior to such event or circumstance) advise Company of any event or circumstance that is likely to cause Customer's natural gas consumption during the current month, or any future month, to be 20% more or less than Customer's Monthly Demand Quantity as set forth in the agreement, including, without limitation, opening or closing of a facility, increases or decreases in operating hour, furnace outages, boiler shutdowns and additions or maintenance of equipment (a "**Material Change**"). Customer recognizes that in the event Customer's usage varies from the amount delivered by Company, the upstream pipeline(s) and/or LDC may assess Customer or Company certain charges or penalties. If Customer fails to notify Company within the required time period, Customer shall be responsible for any imbalance penalties that may result therefrom.

4. **EXPIRATION.** Upon expiration, this Agreement shall automatically renew for subsequent one (1) month term unless cancelled in writing with thirty (30) days prior notice. The price to be paid by Buyer to Company upon renewal shall be (i) the then-current Variable rate *plus* (ii) all Pass-Through Charges at the time of renewal as determined by Company at its sole discretion, unless Buyer and Company have mutually agreed, in writing, to a new Contract Gas Price no later than sixty (60) days prior to the expiration of this Agreement. Company typically considers, among others, the following when setting the Variable rate: publicly available competitor pricing; strategic business objectives; customer retention or attrition; market volatility or uncertainty; anticipated customer usage; the cost of procuring gas; wholesale prices, ancillary service costs, capacity costs, utility fees, transmission and distribution losses and storage cost; weather, supply congestion and infrastructure issues; legal or regulatory issues; business and market conditions and profit margin. This list of factors is not exhaustive, and no single factor will determine the Variable rate and the factors Company considers may be weighed differently upon each successive renewal. The Variable rate may or may not correlate with changes in the wholesale market prices or your local utility. The Variable rate may be higher or lower than your local utility rate or other supplier rates and there is no limit as to how much your Variable rate may increase or decrease from the initial or subsequent price.

5. **PRICE.** The Price for gas sold by Company and purchased by Customer shall be as specified in the Agreement. "**Index Pricing**" means the specified Inside FERC Gas Market Report or Natural Gas Intelligence Bidweek Survey

first-of-month Index price for the relevant month at the location as specified in the Agreement. The NYMEX- based charge for each month is the settlement price on the last day of trading of the New York Mercantile Exchange ("NYMEX") Gas futures contract for the relevant month ("Settlement Date"), however, the parties may agree at any time up to one (1) business day prior to 12:00 noon of the Settlement Date for any month to select the NYMEX- based charges for that month and the remaining months of the Primary Term based on the then existing NYMEX gas futures contract prices. In addition to the pricing basis applicable during a particular period (i.e., Index Price, NYMEX, or First of Month), Customer shall also pay to Company any additional fixed fees set forth in the Agreement. Upon expiration of the Primary Term, Customer shall be switched to a variable rate based upon the then current market prices.

6. QUANTITY. Company shall cause to be delivered natural gas to the Utility's city gate receipt points in amounts equal to Buyer's daily requirements as posted by the Utility ("**Current Requirement**") each month for which this Agreement is in effect and the Utility shall be responsible for the receipt and delivery of natural gas to Buyer's meter(s). Buyer shall notify Company immediately by telephone of any material change in expected gas consumption. In the event the Utility requires Buyer to install telemetry or other equipment prior to beginning service under this Agreement, Buyer may be responsible to the Utility for all costs associated with the installation and necessary maintenance thereof.

7. CREDIT. Upon request, Buyer shall provide adequate credit assurance during the term of this Agreement. Adequate credit assurance shall mean sufficient security in the form, amount and for the term reasonably acceptable to Company, including, but not limited to, a prepayment, deposit, letter of credit, a guaranty of payment from a third party, or other form acceptable to Company. If adequate credit assurance is not established within forty-eight (48) hours of Company's request, Company shall have the right to terminate the Agreement or suspend sales and deliveries without liability.

8. BILLING AND PAYMENT. Company shall invoice Buyer for natural gas delivered to Buyer's account(s), based on the volumes reported by the Utility. Company may use estimated data to calculate Buyer's invoice if actual data is not available and, upon receipt of actual data, reconcile the charges and make billing adjustments in subsequent invoices. Company assumes no liability for errors in measurement and shall be entitled to revise any bill to account for any errors or reassessment made by the Utility or Company. Customers are billed based on gas consumption as determined by the Utility. The Price may include inventory, excess historical usage and prior period adjustments. Please note these prices apply only to the price of natural gas, not to the other charges associated with gas delivery by the Utility. Company gas charges will appear on Customer's Utility bill unless otherwise specified in the Agreement. Payment is due net twenty (20) days from the invoice date. In the event payment is not received within 21 days of the invoice date, Company may suspend deliveries without liability. If this Agreement is referred to an attorney or collection agency for nonpayment, Company shall be entitled to recover all fees and costs associated with collection, in addition to all other sums due hereunder. Company will charge Buyer \$30.00 for each returned check (or ACH).

9. ADJUSTMENTS, LATE PENALTIES & SUSPENSION OF SERVICE. Company will adjust each successive invoice for the actual deliveries in previous months as soon as practicable. If payment is not timely made, Finance Charges will be added to the purchases from the due date of such payment. The Finance Charges will be computed on any unpaid balance of Buyer's account at a rate of 1.5% on the balance (which is an ANNUAL PERCENTAGE RATE of 18%), or the maximum rate allowable under applicable law. If Buyer fails to pay any invoice on time or is repeatedly late in paying Company or files bankruptcy or becomes credit unworthy in Company's good faith estimation, Company may suspend or terminate deliveries to Buyer without any further liability. Company shall notify Buyer of Company's intention to terminate gas supply by email, telephone, or first-class U.S. Mail. Company may terminate gas supply for non-payment fifteen (15) days after such notice is sent by Company. Buyer shall be billed, in accordance with the provisions related to the Early Termination Fee in Section 12, for any and all utility charges incurred by Company as a result of Buyer returning to the Utility's service or for Buyer's failure to adhere to credit terms set forth herein.

10. REGULATION AND REGULATORY EVENT. In the event there is a change in law, policy, directive, change in interpretation of law, statute, tariff, or regulation that causes Company to directly or indirectly incur any capital, operating, commodity, distribution, or other costs relating to the provisions of services contemplated herein, the Company shall be permitted to pass through such costs to Buyer. Buyer and Company agree that the purchase and sale of natural gas is and shall remain subject to any existing or future applicable Public Service Commission rules, Utility tariff, intrastate or interstate pipeline changes. Further, this Agreement is subject to all existing and future laws, orders, directives, rules and regulations of the bodies having jurisdiction over the Parties and this transaction

11. POSSESSION, TITLE AND TAXES. Title to and possession of all gas purchased by Buyer from Company and delivered to Buyer shall pass to Buyer at the location where the gas first enters the first transporting pipeline. If Buyer is exempt from taxes that may apply to any gas sold under this Agreement, Buyer agrees to furnish Company with a valid and properly completed exemption certificate before and during all sales under this Agreement. Company shall recognize such exemption on a prospective basis only and shall not be obligated to seek a refund or other

reimbursement of any taxes remitted before Company and/or the applicable taxing authority has received such documentation. In the event of audit by a state taxing authority all penalties, interest, charges and fees charged Company due to lack of proper documentation shall be the responsibility of the Buyer and Buyer will reimburse Company upon request.

12. EARLY TERMINATION; DEFAULT AND COLLECTION COSTS. Company can terminate this Agreement at no cost to Company, if: (a) required or allowed by law; (b) the Utility or Company is unable to provide service to Buyer's location(s); (c) a legislative, regulatory or utility change materially alters Company's ability to profitably perform this Agreement; (d) Buyer is no longer designated by the Utility as a commercial customer; or (e) Buyer is in default. Buyer shall be in default if Buyer does not pay the balance when due or breaches any other term of this Agreement, including terminating the Agreement prior to expiration of the Term, and Buyer shall pay to Company the following "**Early Termination Fee**": payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by Company prior to the effective date of the termination for which Buyer has not already made payment, *plus* (i) for a *Fixed Price contract*, payment at the rate specified in this Agreement (including any applicable taxes) as though service was provided to Buyer by Company, based on Buyer's Utility Profile Volume, from the effective date of the termination through the balance of the Term, *plus* all losses and costs, including, but not limited to cost of collection and legal fees, incurred by Company because of servicing, maintaining, terminating, obtaining or re-establishing any hedge or financial positions applicable to this Agreement, less any revenues received by Company as a result of any liquidation or resale of the supply purchase commitments entered into by Company to provide service to Buyer over the entire Term of this Agreement; or (ii) for an *Index/NYMEX-based term contract*, payment of the greater of (A) \$500, or (B) the amount equal to \$0.20 multiplied by the number of terms remaining in the Term as though service was provided to Buyer by Company based on Buyer's Utility Profile Volume during the period from the effective date of the termination through the balance of the Term. In the event that at any time during the Term Buyer is no longer designated by the Utility as a commercial customer, Company reserves the right to cancel this Agreement without notice to Buyer. No waiver by Buyer or Company of any default of the other under this Agreement shall operate as a waiver of any future default, whether of a like or different character. In the event of default, Company may, as provided by law, commence any legal action for collection of the balance due. Buyer agrees to pay Company's reasonable attorney fees together with court costs.

13. FORCE MAJEURE; OPERATIONAL FLOW ORDERS. Neither party shall in any way be liable to the other for any event (other than Buyer's obligation to pay for gas previously delivered) that is beyond either Party's control or that prevents Company from performing, partially or fully, Company's obligations under this Agreement (a "**Force Majeure Event**"). Upon occurrence of a Force Majeure Event, the affected Party will be relieved from performance until resolution is complete. In the event a Utility or pipeline implements an Operational Flow Order; each Party shall immediately notify the other and shall take all steps required to comply with such order. Each Party shall take commercially reasonable actions required by the Operation Flow Order within the time prescribed. Any resulting penalties, charges, expenses, or fees caused by the action of either Party, shall be the sole responsibility of such Party. Should an event cause Company to incur additional costs in providing Buyer with its natural gas requirements hereunder due to increased costs, fees and/or penalties charged to Company by its suppliers or the Utility, then Company may pass through such additional costs, fees and/or penalties to Buyer without profit to Company, after providing Buyer reasonable notice of such pass throughs. The lack of such notice shall not negate Company's right to collect, only the timing of such collections.

14. DISPUTES; LIMITATION OF LIABILITY. If Buyer has any questions or concerns related to a billing dispute or any other matter related to this Agreement, Buyer may call Company toll-free at 1-877-547- 7275 between the hours of 8:00 AM and 5:00 PM central time Monday through Friday. If Buyer in good faith disputes the amount of any invoice or any part thereof Buyer shall pay such amount as it concedes to be correct by the due date; provided however, if Buyer disputes the amount due, Buyer must notify Company and provide written documentation to support the amount paid or disputed, and the Parties will attempt to expeditiously resolve such dispute. Notice of any dispute must be provided in writing within sixty (60) days from the date that such invoice is delivered to Buyer, or all charges shall be deemed valid. Neither party shall be liable to the other for any indirect, special, consequential, incidental, or punitive damages arising from a breach of this Agreement. If the parties are unable to resolve a dispute, the parties agree that any claim or dispute arising out of this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association ("**AAA**") under the Federal Arbitration Act ("**FAA**") before a single arbitrator, in accordance with the AAA Rules, and that the arbitrator's decision will be final except for a limited right of review under the FAA. Each party shall pay its own respective legal and other professional fees and expenses incurred in connection with the matters addressed herein. **THE PARTIES HEREBY WAIVE ANY RIGHT TO SUE IN COURT IN FRONT OF A JUDGE OR JURY.**

15. GOVERNING LAW. This Agreement shall be construed pursuant to the laws of the state of Texas excluding any conflict-of-laws principle that may refer such construction to the law of another state.

16. SEVERABILITY. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of this Agreement.

17. ASSIGNMENT. Buyer shall not assign its rights or obligations under this Agreement in whole or in part without the prior written consent of Company. Any change in control of Buyer resulting from a merger, consolidation, stock transfer, asset sale, dissolution, operation of law, or any other manner shall be deemed an assignment or transfer for purposes of this Agreement and shall require the prior written consent of Company. Any purported assignment of Buyer’s rights or obligations under this Agreement or any parts thereof in violation of this Agreement shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Company may, without the consent of Buyer, assign this Agreement to a controlled subsidiary of Company or a purchaser of all or substantially all of Company’s assets used in performing this Agreement. There are no third-party beneficiaries of this Agreement.

18. CONFIDENTIALITY. Both Buyer and Company shall keep the terms and conditions of this Agreement confidential except as may be (a) required to effectuate the transportation and delivery of natural gas to be sold in accordance with this Agreement, (b) required to meet the lawful requirements of any regulatory body having jurisdiction, or (c) requested by any of Company’s lenders, affiliates, or third parties with which Company is engaged in discussions related to the transfer or assignment of all or substantially all of Company’s retail natural gas business in the State where Buyer receives delivery hereunder.

19. INFORMATION RELEASE AUTHORIZATION. Buyer authorizes Company to obtain and review information regarding Buyer’s credit history from credit reporting agencies and all information from buyer’s utility to service this Agreement, which includes, but is not limited to consumption history; billing determinants; account number; credit information, and tax status. This information may be used by Company to determine whether it will commence and/or continue to provide supply service to Buyer. Buyer’s execution of this Agreement shall constitute authorization for the release of this information to Company, its consultants, and brokers. This includes existing countersigned contract agreements. Company may utilize this agreement or request customer to sign Letter of Authorization (LOA) to verify consultant/broker relationship. This authorization will remain in effect during the Initial Term and any renewal terms. Buyer may rescind this authorization at any time by providing written notice thereof to Company. Buyer reserves the right to cancel this Agreement in the event Buyer rescinds the authorization.

20. RECORDING. To the fullest extent permitted by applicable law, each Party consents to the recording of oral or written communications (whether by telephone, voicemail, facsimile, electronic mail, or other digital or electronic media) by the other Party and its affiliates, with or without the use of a warning tone or similar warning, in connection with any transaction or proposed transaction under this Agreement, including (but not limited to) communications provided or received concerning quotes, solicitations, bids, offers, instructions, and prices that lead to the execution of a transaction hereunder or an amendment or modification hereof. Each Party further agrees to obtain the individual consents of and notice to its personnel should such consent and/or notice be required by applicable law.

21. FORWARDS CONTRACT. Buyer and Company acknowledge and agree that the transactions contemplated by this Agreement constitute “forward contracts” within the meaning of the United States Bankruptcy Code, and further acknowledge and agree that Company is a “forward contract merchant.”

22. REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Company that (i) it is a commercial customer as designated by the Utility and regulating authority by meter, demand, and volume; and (ii) that this Agreement is executed by a duly authorized representative with the power and authority to bind Buyer to the obligations set forth herein. In the event that this Section 22 is inaccurate, Company may terminate this Agreement.

23. CONTACT INFORMATION. Each Party hereby consents to receiving notices by electronic communications. All notices to Buyer shall be delivered to the address set forth on the cover page to this Agreement. Questions regarding these Terms of Service or about Company services can be directed in writing to: Major Energy Services, LLC, Attention: Customer Care, 12140 Wickchester Ln, Ste. 100, Houston, TX 77079. Customers can contact Company at 1-877-547-7275 or by email at customer care@majorenergy.com. Copies of notices sent to Company shall also be sent to legalnotices@sparkenergy.com.

You should call your Utility in the event of an electric/gas-related emergency, such as a gas leak or power outage at the Utility’s toll-free emergency line below.

Energy Supplier:

Major Energy
12140 Wickchester Lane, Suite 100
Houston, TX 77079
LIC#:GA 2015-01
1-888-MAJOR-60 (1-888-625-6760)

www.majorenergy.com

Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 5:00 p.m. Eastern Standard Time

Utility Company

Washington Gas (WGL)

6801 Industrial Rd.

Springfield, VA 22151

1-844-927-4427

www.washingtongas.com

In case of an emergency, call:

1-844-927-4427

Public Service Commission:

D.C. Public Service Commission

1325 G Street N.W., Suite 800

Washington, D.C. 20005

1-202-626-5100

www.dcpsc.org

Office of Peoples Counsel:

1-202-727-3071

www.opc-dc.gov



License #: IR-4042

Customer Initials: _____ Single Retailer Billed Single Utility Billed Dual Billed REF ID: _____
 Appointment Door to Door (TPV Required) Phone Contact (TPV Required)

COMMERCIAL NATURAL GAS SALES AGREEMENT – MARYLAND

New <input type="checkbox"/> Renewal <input type="checkbox"/>		CUSTOMER INFORMATION		Custom Price <input type="checkbox"/> Matrix Price <input checked="" type="checkbox"/>	
Customer Name: _____					
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____			<input type="checkbox"/> US Mail bills (dual bill only). Unless this box is checked, all bills will be sent via email.		
Natural Gas Rate	Term Months	Start Date:	Gas Product:	Gas Price:	Gas UOM:
Variable	The initial monthly price is \$_____ for gas. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the LDC price.				
Special Provisions:	Any deviation in usage greater than <u>100</u> % may result in additional charges. See Section 3.				

NOTICES AND CONTACTS

	CUSTOMER BUSINESS / PRIMARY CONTACT	CUSTOMER BILLING CONTACT (Required for DUAL) <input type="checkbox"/> Check if same as Primary Contact info	ENERGO CONTACT INFORMATION
ATTN NAME:			Customer Service
STREET ADDRESS:			100 Elwood Davis Road
CITY, STATE, ZIP:			Syracuse, New York 13212
PHONE NUMBER:			888-378-9898
FAX NUMBER:			888-818-9110
EMAIL:			customerservice@energo.com

Customer Representations:

1. The individual signing this Agreement is the customer of record or authorized to execute this Agreement.
2. The individual signing this Agreement is authorized to make the switch to EnergO.
3. The Customer voluntarily wishes to make the supplier change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. **EnergO Power & Gas LLC dba EnergO ("EnergO") does not offer Utility Price Matching or guarantee savings.**
6. Customer has been advised of all risks associated with signing this contract.

IN WITNESS WHEREOF Customer and EnergO hereby accept all Terms of Service set forth on these pages and incorporated herein and have caused this agreement to be executed:

SIGNATURES	
EnergO Power & Gas LLC dba EnergO	Customer:
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Sales Rep/Broker:	

EnergO reserves the right to reject any agreement that proves to be unacceptable upon EnergO's Internal Review. EnergO will only notify customer if the agreement is not accepted. This page is part of the terms and conditions of your agreement.

General Terms and Conditions

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Energ Power & Gas LLC ("Energ") and the undersigned customer ("Customer"). The purpose of this Agreement is to authorize a change in Customer's Natural Gas Supplier. Customer agrees to obtain natural gas supply service from Energ. Subject to the Terms & Conditions of this Agreement, Energ agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Energ, necessary to meet Customer's requirements based upon consumption data obtained by Energ or the delivery schedule of the Local Distribution Utility (the "LDC"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Energ or the LDC's delivery schedule. The LDC will continue to deliver the natural gas supplied by Energ. Energ is a gas supplier licensed by the Maryland Public Service Commission (the "PSC" or the "Commission") under license reference number IR-4042. Your LDC is your Gas Distribution Company ("GDC").
2. **Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC, and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Energ will provide notice to Customer at least 30 days prior to the end of the term of this Agreement of the date upon which the term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Energ (blocked account, customer delay), then the end date will be adjusted to the originally intended service end date. Upon completion of the Initial Term this Agreement will automatically renew into a variable rate on a month to month basis, unless canceled in writing or unless Energ sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. Any request to cancel this Agreement by Customer will be processed not later than the end of the second business day after Customer's cancellation request. Customer may be subject to cancellation fees if it terminates this Agreement early, pursuant to Section 6 of this Agreement. There is no termination fee if this Agreement is canceled while Customer is on a variable rate.
3. **Pricing, Billing, and Termination.** Unless otherwise noted on the facing page of this agreement or agreed to in writing, the price for all natural gas sold under this Agreement shall be a Variable Price which shall each month reflect the cost of natural gas (including commodity, fuel losses, capacity, storage and balancing) transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Energ's costs, expenses and margins; a Fixed price per therm shall include, in each case, all applicable taxes. For NYMEX+, the sum of the NYMEX market rate and the NYMEX + adder shown on the facing page of this agreement will be grossed up for applicable taxes. Energ will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC. The undersigned Customer agrees to pay each invoice in full within twenty (20) days of the invoice date. It is agreed that the entire outstanding balance shall become due and payable upon a default in payment of any invoice. If any invoice is not paid when due, Customer further agrees to pay (1) interest in the amount of 1.5% per month, which shall continue to accrue in collections, on any past due balance from the day of default (2) all costs of collection, including reasonable attorneys' fees (even if suit is filed) and reasonable collection agency fees, whether contingency-based fees or otherwise. If Customer is dropped or removed from the LDC's consolidated billing, or if Customer chooses dual billing upon enrollment, Energ will issue a separate invoice to Customer for its charges (dual billing). Customer will pay Energ for any dual billed charges that are not billed through the LDC. Energ may delay in enforcing its rights and/or accept late payments, partial payments or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. In the event of failure to remit payment when due as set forth in this Agreement, Energ reserves the right to cease delivery of natural gas if it is determined that Customer is not strictly adhering to these payment terms, and reserves the right to pursue and collect any and all damages from Customer for un-delivered natural gas from this Agreement. In the event of failure to remit payment when due, Energ may terminate service under this Agreement in accordance with the provisions of Section 6 of this Agreement. A \$30 fee will be charged for all returned payments. For all Fixed, and NYMEX + price service, a usage tolerance band of 10% applies unless otherwise indicated on Page 1 of this Agreement. If usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band ("Incremental Usage"), Energ reserves the right to charge Customer the current variable price for the Incremental Usage. If Customer's usage in any period falls below the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band ("Unused Volume"), Energ reserves the right to charge the Customer an additional amount equal to the price indicated on Page 1 of this Agreement multiplied by the Unused Volume. Energ also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto. The parties' related rights and obligations with respect to over-usage and under-usage of committed Usage Base Load volumes (or historical usage if no Usage Base Load addendum is attached) shall be separately determined per account, and, for clarity, no credit shall be provided to Customer pursuant to this Quantity Variances provision. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Energ terminates this Agreement due to Customer's breach, the Customer shall pay Energ, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the Fixed/NYMEX+/Index+ price set forth in this Agreement and the calculation by Energ of the Fixed/NYMEX+/Index+ price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages. Energ does not guarantee savings with this enrollment. Customer has been advised of all risks associated by signing this contract. Energ does not offer budget billing.
4. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Energ. Energ may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Energ will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Energ and the customer; no oral statements are effective.
5. **Information Release Authorization.** Customer authorizes Energ to obtain and review "Customer Information" includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak demand and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Energ to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Energ. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Energ or by calling Energ at 1.888.378.9898. Energ reserves the right to terminate this Agreement pursuant to the provisions of Section 6 of this Agreement in the event Customer rescinds the authorization.
6. **Supplier Termination Rights.** The services provided by Energ to Customer are governed by the Terms & Conditions of this Agreement. Energ shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Energ may cancel this Agreement at any time and for any reason. Energ will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for default gas supply service.
7. **LDC Customer Service:** You may contact the LDC customer service at: BG&E 1-800-685-0123.
8. **Agency.** Customer hereby designates Energ as agent to
 - (a) arrange and administer contracts and service agreements between Customer and Energ and between the interstate pipeline transporters of Customer natural gas supplies
 - (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points and
 - (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Energ to maintain qualification for LDC transportation service and resolve imbalances

Energco Power & Gas LLC

that may arise during the term of this Agreement. Energco as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points will be the city gate stations of the LDC. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

- 9. **Title.** Customer and Energco agree that title to, control of, & risk of loss to the natural gas supplied by Energco under this Agreement will transfer from Energco to Customer at the Delivery Point(s). Energco will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas provided hereunder.
- 10. **Warranty.** This Agreement, (including any enrollment form and applicable attachments), as written makes up the entire Agreement between Customer and Energco. Energco makes no representations or warranties other than those expressly set forth in this Agreement, and Energco expressly disclaims all other warranties, express, or implied, including merchantability and fitness for particular use.
- 11. **Force Majeure.** Energco will make commercially reasonable efforts to provide natural gas hereunder but Energco does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Energco ("Force Majeure Events") may result in interruptions in service. Energco will not be liable for any such interruptions caused by a Force Majeure Event, and Energco is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws rules, or regulations of any governmental authority or any other cause beyond Energco's control.
- 12. **Energco Contact Information.** Customer may contact Energco's Customer Service Center at 1.888.378.9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change); or write to Energco at 62-01 34th Avenue, Woodside, NY 11377.
- 13. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving Energco's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Energco by telephone or in writing as provided above. When Energco receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry with a supervisor, who will review the matter and respond to the customer within five (5) business days. If the Customer is not satisfied with the Energco response, Energco will advise the Customer that the Customer can contact the Commission at 1.800.492-0474, to request an alternate dispute resolution procedure or file a formal complaint. Upon receipt of a complaint forwarded by the Commission or other governmental agency, Energco will respond in accordance with the direction provided by the Commission or other agency. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the final resolution of the complaint.
- 14. **Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Maryland. This Agreement shall be construed under and shall be governed by the laws of the State of Maryland without regard to the application of its conflicts of law principles. If any provision of the Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
- 15. **Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Energco's net income, shall be paid by Customer, and Customer agrees to indemnify Energco and hold Energco harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If Customer is tax exempt, Customer must furnish Energco with an exemption certificate before services begin.
- 16. **Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Energco shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.
- 17. **Emergency Service.** The LDC will respond to leaks and emergencies. In the event of the leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel at: BG&E 1-800-685-0123.
- 18. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.
- 19. **Electronic Communications.** By signing this Agreement, Customer consents to receiving any notice or correspondence (and for dual billed customers, bills) from Energco by email. Customer may send any notice or correspondence to Energco by email at customerservice@energco.com. Customer agrees to provide Energco with a current email address and to notify Energco of any change of Customer's email address.

IN WITNESS WHEREOF Customer hereby accepts all Terms & Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

Customer Signature

Signature Date

Print Name

Print Title



Maryland Natural Gas Firm Commercial Service Agreement

Customer Information

Name [SAMPLE ACCOUNT]	Date 04/12/2024
Address [BILLING ADDRESS]	Contract Term 12 months subject to start based on the utility's established / read schedule or the next available read thereafter.
Email	Type [New/Renewal]
Phone	Contract Volume
SS#/EIN#	

Account Information

See Schedule A for a list of the Utility Accounts covered under this agreement

Customer Disclosure Statement

Price	Fixed, NYMEX+ or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
How the price is determined	Fixed rate of \$« _____ » per therm/CCF plus applicable taxes, in addition to any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
Length of the agreement and end date	12 months subject to start based on the utility's established / read schedule or the next available read thereafter.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which ENGIE can sell such gas following the termination.
Amount of Late Payment Fee	Customer will pay 1.5% on overdue balances not received by ENGIE within 30 days of the date of the bill.
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless ENGIE obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Guaranteed Savings	This agreement offers no guaranteed savings
Consolidated Billing	ENGIE supply charges will be presented on the utility invoice

ENGIE Power & Gas LLC is licensed by the Maryland Public Service Commission ("Commission") to offer and supply natural gas supply services in Maryland under license reference No. IR-2705.

Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to:

General Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between ENGIE Power & Gas LLC ("ENGIE") and the undersigned customer ("Customer") under which Customer shall initiate natural gas supply service and begin enrollment with ENGIE (the "Agreement"). Subject to the terms and conditions of this Agreement, ENGIE agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by ENGIE, necessary to meet Customer's requirements based upon consumption data obtained by ENGIE or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by ENGIE or the LDC's delivery schedule. The LDC will continue to deliver the natural gas commodity supplied by ENGIE.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to ENGIE is deemed effective by the LDC, and shall continue for 12 months subject to start based on the utility's established / read schedule or the next available read thereafter, (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable monthly rate, unless ENGIE sends Customer written notice of proposed changes to such

terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 45 days and no more than 90 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer or ENGIE may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

While receiving service on a month-to-month basis, Customer or ENGIE may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above, shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price includes line loss.

ENGIE will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in

full within 30 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either ENGIE or the LDC, or each of the LDC and ENGIE may invoice Customer separately. ENGIE may assign and sell Customer accounts receivable to LDC. If Customer payment is not received when due, then ENGIE, in addition to other remedies that it may have, may after 30 days written notice to Customer, cancel this agreement; provided that Customer will remain obligated to pay for all gas supply services sold to Customer prior to the cancellation. A \$30 fee will be charged for all returned payments.

Usage Allowance: In the event that usage in any month exceeds the amount of usage identified as the Base Load on Schedule B by more than 25%, Customer will be charged a variable price for usage in excess of 125% of the monthly allowance of the Base Load. If the usage in any month decreases by 25% or more below the amount of usage identified as the Base Load, Customer will be charged the Contract Price for 75% of the usage identified as the Base Load, plus any applicable cash out costs and/or balancing costs incurred as a result of the underconsumption.

Early Termination: If there is a material adverse change in the business or financial condition of Customer (as determined by ENGIE at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, ENGIE may terminate this Agreement upon 30 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if ENGIE terminates this Agreement due to Customer's breach, the Customer shall pay ENGIE, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by ENGIE of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ENGIE. ENGIE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Commission.

5. Information Release Authorization. CUSTOMER AUTHORIZES ENGIE TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE LDC: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY ENGIE TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL NOT BE DISCLOSED TO A THIRD PARTY UNLESS REQUIRED BY LAW. CUSTOMER'S EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AUTHORIZATION FOR THE RELEASE OF THIS INFORMATION TO ENGIE. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO ENGIE OR BY CALLING ENGIE AT 1- 855-327-6937. ENGIE RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

6. Consumer Protections. The services provided by ENGIE to Customer are governed by the terms and conditions of this Agreement. ENGIE will provide at least 30 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting ENGIE at 1-855-327-6937 or by contacting the Maryland Public Service Commission at 1-800-492-0474 or via its website at <http://webapp.psc.state.md.us/intranet/home.cfm>.

7 Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to LDU commodity supply service, and Customer is liable for all ENGIE charges until Customer's switch to the LDC or another supplier is effective. A

final bill will be rendered within forty-five (45) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8. Agency. Customer hereby designates ENGIE as agent to: (a) arrange and administer contracts and service agreements between Customer and ENGIE and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline(s) the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplies with such supplies of other customers served by ENGIE to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. ENGIE as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. ENGIE agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and ENGIE agree that title to, control of, and risk of loss of natural gas supplied under this Agreement will transfer from ENGIE to the Customer at the delivery point(s). Customer and ENGIE agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. ENGIE will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

10. Warranty. This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and ENGIE. ENGIE makes no representations or warranties other than those expressly set forth in this Agreement, and ENGIE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ENGIE will make commercially reasonable efforts to provide natural gas hereunder but ENGIE does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of ENGIE ("Force Majeure Events") may result in interruptions in service. ENGIE will not be liable for any such interruptions caused by a Force Majeure Event, and ENGIE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the LDC system, non-performance by the LDC (including, but not limited to, curtailment by the LDC), changes in laws, rules, or regulations of any governmental authority or any other cause beyond ENGIE's control.

12. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13. Contact Information. For customer assistance, you can contact ENGIE at 1-855-327-6937; the Commission at 1-800-492-0474; Baltimore Gas and Electric at 1-800-685-0123, and Washington Gas at 1-800-752-7520.

14. Dispute Resolution. In the event of a billing dispute or disagreement involving ENGIE's service, Customer should contact ENGIE's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. All complaints will be resolved in accordance with applicable law and Commission regulations. Customer may contact the Commission as provided above.

15. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie

exclusively in the State of Maryland. This Agreement shall be construed under and shall be governed by the laws of the State of Maryland without regard to the application of its conflicts of law principles.

16. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on ENGIE's net income, shall be paid by Customer, and Customer agrees to indemnify ENGIE and hold ENGIE harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by ENGIE in order to permit ENGIE to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to ENGIE in a timely manner, ENGIE shall apply a tax rate selected at ENGIE's sole discretion to Customer and, upon ENGIE's receipt of all necessary documentation and information, ENGIE will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the correct tax rate for any billing period for which tax is owed but has not been collected and forwarded to the appropriate tax authority. ENGIE shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and forwarded to the tax authority. In such circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold ENGIE harmless from liability for any excess taxes not recovered by Customer. This Agreement is subject to present and future legislation,

orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

17. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ENGIE is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion ENGIE shall have the right to cancel this Agreement on 30 days' notice to Customer.

18. Change in Law. In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in ENGIE incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be passed through to Customer.

19. Emergency Service. The LDC will respond to leaks and emergencies. In the event of an electric service interruption or other emergency, Customer should immediately call their local utility: Baltimore Gas and Electric at 1-877-778-2222 and Washington Gas at 1-800-752-7520, and emergency personnel. Customer should then contact ENGIE at 1-855-327-6937.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and ENGIE have caused this Agreement to be executed as of the date first set forth above.

For ENGIE Power & Gas LLC

For [SAMPLE ACCOUNT]

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class

Schedule B – Base Load Usage

Account Number	LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual
Total Volumes														

Mike Schmidt

From: Frazier, Tiffany (PSC) <tfrazier@psc.dc.gov>
Sent: Monday, November 22, 2021 12:45 PM
To: Mike Schmidt
Cc: Soudaly.pizann@incorp.com
Subject: RE: GA2021-14 - Deficiency Letter (Secure Energy Solutions, LLC) - Natural Gas Application
Attachments: GA2021-14 - Deficiency Letter (Secure Energy Solutions, LLC).pdf

Good afternoon,

Please see attached a deficiency letter requesting additional information regarding Secure Energy Solutions, LLC's application to provide natural gas service in the District (**note: The information requested in item 3 of the deficiency letter regarding sample bills/contracts should be obtained from the gas supplier(s) that Secure Energy Solutions plans to broker for in the District (i.e., Constellation, Engie, etc.)**). Please file the requested information electronically through the Commission's website. Once received, it will be docketed and distributed to appropriate staff.

Regards,



Tiffany A. Frazier

Regulatory Affairs Specialist

Office of the General Counsel

tfrazier@psc.dc.gov

1325 G Street, N.W., Suite 800

Washington, D.C. 20005

t 202-626-0568 f 202-393-6769

Your Energy. Your Voice.



CONFIDENTIALITY NOTICE: The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) because the message (and any attachments) may contain confidential or privileged information. If you are not the intended recipient, please notify the sender immediately and destroy all copies of this message and any attachments.



Public Service Commission of the District of Columbia

1325 G Street, N.W., Suite 800
Washington, D.C. 20005
(202) 626-5100
www.dcpsc.org

November 22, 2021

Via Electronic Mail

Mike Schmidt
Operations Manager
Secure Energy Solutions, LLC
515 Shaker Road
East Longmeadow, MA 01028

Re: *Formal Case No. GA2021-14, In the Matter of the Application of Secure Energy Solutions, LLC for a Natural Gas Supplier License*

Dear Mr. Schmidt:

On November 9, 2021, Secure Energy Solutions, LLC (“SES” or the “Applicant”) filed an Application with the Public Service Commission of the District of Columbia (“Commission”), seeking a license to operate as a aggregator/broker of natural gas service for customers in the District of Columbia (“District”).¹ The Commission’s rules under Chapter 47 of Title 15 of the District of Columbia Municipal Regulations require natural gas suppliers seeking to provide services in the District to submit information in their application describing their experience, financial capabilities and stability as natural gas service providers. Pursuant to those rules, the Commission may request additional information to ensure that the Applicant is satisfying the regulatory requirements. Accordingly, please submit the following:²

1. Pursuant to Chapter 47, 15-DCMR, proof that the Applicant has registered with the District of Columbia’s Department of Consumer and Regulatory Affairs (provide a copy of the “Registration Certificate”);
2. Pursuant to Chapter 47, 15-DCMR, proof that the Applicant has registered with the District of Columbia Office of Tax and Revenue (“provide a copy of the “Notice of Business Tax Registration”);

¹ See *Formal Case No. GA2021-14, In the Matter of the Application of Secure Energy Solutions, LLC for a Natural Gas Supplier License*, filed November 9, 2021.

² See 65 DCR 9948-9967 (September 28, 2018).

3. Pursuant to Chapter 47, 15-DCMR, a sample copy of each of the natural gas supplier's (the third-party supplier(s)) supply customer contract and a sample bill;
4. Pursuant to Chapter 47, 15-DCMR, proof of managerial competence (biographies of key personnel); and
5. Pursuant to Chapter 47, 15-DCMR, a CPA opinion or Accountants Compilation Report to support the financial statements; and
6. Pursuant to Chapter 47, 15-DCMR, if the letter submitted from Monson Savings Bank is intended as a Letter of Credit on behalf of the Applicant, please have the letter revised to include the dollar amount. If not, provide a Surety Bond in the amount of \$10,000 to support the Application.

Please provide the information requested above by close of business on Thursday, December 2, 2021. If you have not provided the requested information by the designated time period or made a request for an extension of time, your application will be automatically dismissed without prejudice and if you wish to apply again you will have to file a new application along with any required fees. If you should have any further questions regarding this matter, you may contact me at (202) 626-0568.

Very Respectfully,

Tiffany A. Frazier

Tiffany A. Frazier
Regulatory Affairs Specialist