



July 20, 2020

Commission Secretary
Public Service Commission of the District of Columbia
1325 G Street, N.W., Suite 800
Washington, DC 20005

RE:*Formal Case No. EA 2020-04, In the Matter of the Application of Breakerbox, LLC for an Electricity Supplier License; and Formal Case No. GA 2020-03, In the Matter of the Application of Breakerbox, LLC for a Natural Gas Supplier License*

Dear Secretary Westbrook-Sedgwick:

On June 8, 2020, the Public Service Commission of the District of Columbia (“Commission”) issued a letter asking for additional information for Breakerbox, LLC. Enclosed are sample copies of the third party suppliers’ customer contract and bill as requested in additional item 1.

If you have any questions, please do not hesitate to contact me. I can be reached at 312-681-1855 and by email at Amy.Klaviter@exeloncorp.com. Thank you for your assistance in this matter.

Kind regards,

A handwritten signature in cursive script that reads "Amy Klaviter".

Amy Klaviter
Senior Analyst, Legal Compliance



Your electric bill - Jul 2019

for the period **June 14, 2019 to July 12, 2019**



WAYS TO SAVE: FIND TIPS AND PROGRAMS THAT HELP

Learn more at pepco.com/WaysToSave

PEPCO CUSTOMER

Account number: 1234 5678 900
Your service address: 123 MAIN ST
WASHINGTON DC 20002
Bill Issue date: Jul 15, 2019

Summary of your charges

Balance from your last bill	\$130.17
Your payment(s) - thank you	\$130.17-
Balance forward as of Jul 15, 2019	\$0.00
New electric distribution charges - Pepco	\$26.91
New electric supply charges - SOS Provider	\$39.89
Pepco	
Total amount due by Aug 5, 2019	\$66.80

After Aug 5, 2019, a Late Payment Charge of \$0.67 will be added, increasing the amount due to \$67.47.

Visit pepco.com/dctariffs and click "DC Terms and Conditions" for information on how payments are applied to balances from Pepco and any competitive supplier.

Your smart electric meter is read wirelessly. Visit My Account at pepco.com to view your daily and hourly energy usage.

If you are moving or discontinuing service, please contact Pepco at least three days in advance.

Residential customers will get a credit on their bills starting 8/15/2017. The Exelon Base Rate Credit, a benefit from Pepco's merger with Exelon, fully offsets a residential customer rate increase for two years.

How to contact us

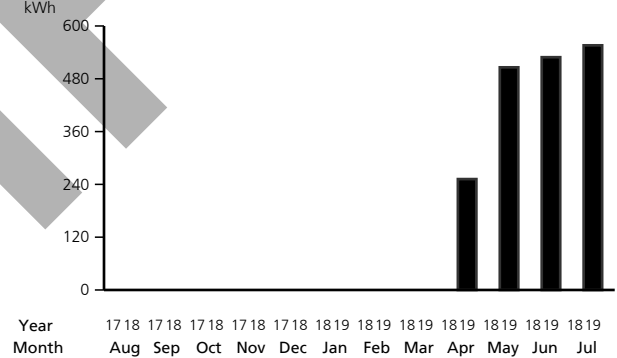
Customer Service (Mon-Fri, 7am - 8 pm) **202-833-7500**
 TTY English **1-800-643-3768**
 TTY Spanish **1-800-546-7111**
 ¿Problemas con la factura? **202-833-7500**
 Electric emergencies & outages (24 hours) **1-877-737-2662**
 Visit pepco.com for service, billing and correspondence information.

Pepco is regulated by - DC Public Service Commission, dcpsc.org
1325 G St NW, Suite 800, Washington DC 20005, 202-626-5100

Consumer Advocate - Office of People's Counsel, opc-dc.gov
1133 Fifteenth St NW, Washington DC 20005, 202-727-3071

Your monthly Electricity use in kWh

Daily temperature averages: Jul 2019: 79° F



Information regarding rate schedules and how to verify the accuracy of your bill will be mailed upon request.

Follow us on Twitter at twitter.com/PepcoConnect. Like us on Facebook at facebook.com/PepcoConnect.

Please tear on the dotted line below. Invoice Number: 200021128437 Page 1 of 3

Return this coupon with your payment made payable to Pepco

Account number	1234 5678 900
Total amount due by Aug 5, 2019	\$66.80
Total amount due after Aug 5, 2019	\$67.47

7377 1 AV 0.380 2DR06813



PEPCO CUSTOMER
123 MAIN ST
WASHINGTON DC 20002-4183



Amount Paid: \$.

PO BOX 13608
PHILADELPHIA PA 19101



7000015001825523700000000000000000000000006680000000066801019

Details of your Electric Charges

Residential-R - service number 0123 4567 8900 1111 1111 11
 Electricity you used this period

<u>Meter Number</u> <u>Energy Type</u>	<u>Current Reading</u>	<u>Previous Reading</u>	<u>Difference</u>	<u>Multiplier</u>	<u>Total Use</u>
1ND222222222 Use (kWh)	Jul 12 004185 (actual)	Jun 14 003629 (actual)	556	1	556

Your next meter reading is scheduled for August 13, 2019

Delivery Charges: These charges reflect the cost of bringing electricity to you.
 Current charges for 29 days, **summer rates in effect.**

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Distribution Services:		
Customer Charge		15.09
Exelon Base Rate Credit		1.37-
Energy Charge	First 400 kWh X \$0.0095580 per kWh	3.82
Energy Charge	Last 156 kWh X \$0.0243880 per kWh	3.81
Residential Aid Discount Surcharge	556 kWh X \$0.0007650 per kWh	0.43
Administrative Credit	556 kWh X \$0.0008151- per kWh	0.45-
Underground Project Charge	556 kWh X \$0.0000200 per kWh	0.01
Subtotal (Set by DC PSC)		21.34
EDIT Credit 5 Year - KWH	First 400 kWh X \$0.0001400- per kWh	0.06-
EDIT Credit 5 Year - KWH	Last 156 kWh X \$0.0003900- per kWh	0.06-
EDIT Credit 10 Year - KWH	First 400 kWh X \$0.0004700- per kWh	0.19-
EDIT Credit 10 Year - KWH	Last 156 kWh X \$0.0013300- per kWh	0.21-
Energy Assistance Trust Fund	556 kWh X \$0.0002322 per kWh	0.13
Sustain Energy Trust Fund	556 kWh X \$0.0016120 per kWh	0.90
Public Space Occupancy Surcharge	556 kWh X \$0.0021100 per kWh	1.17

Customer Service Centers

Washington DC
 701 Ninth St NW (Mon - Fri) 8:30am - 5:15pm
 2300 Martin Luther King Jr Ave SE (Mon - Fri) 9:00am - 5:00pm

Maryland
 201 West Gude Dr, Rockville (Mon - Fri) 10:00am - 2:00pm
 8300 Old Marlboro Pk, Forestville (Mon, Wed, Fri) 10:00am - 2:00pm

Any inquiry or complaint about this bill should be made prior to the due date, in order to avoid late charges.

Electronic Check Conversion - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Delivery Tax	556 kWh X \$0.0070000 per kWh	3.89
Subtotal (Not set by DC PSC)		5.57
Total Electric Delivery Charges		26.91

Supply Charges: These charges reflect the cost of producing electricity for you. You can compare this part of your bill to offers from competitive suppliers. Your electricity is supplied by the standard offer service (SOS) administered by Pepco - call 202-833-7500 or visit pepco.com. Based on billed use, your average annual price to compare is 7.01 cents per kwh.

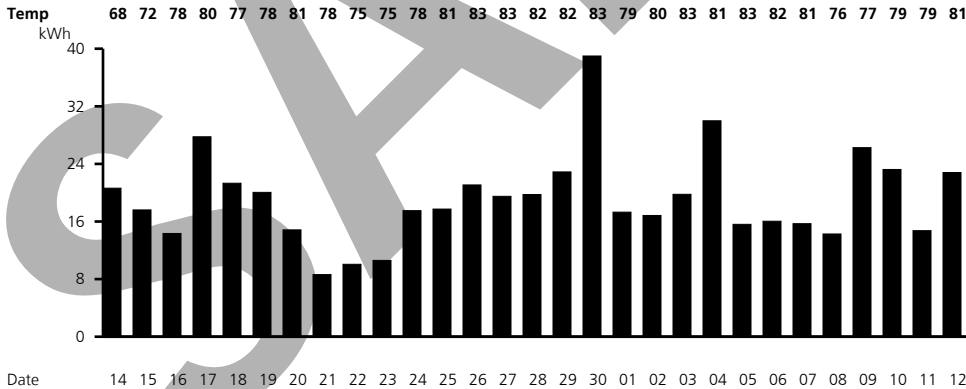
<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Transmission Services:		
Transmission Minimum Charge	Includes First 30 kWh	0.12
Energy Charge	526 kWh X \$0.0079000 per kWh	4.16
Generation Services:		
Generation Minimum Charge	Includes First 30 kWh	1.82
Energy Charge	526 kWh X \$0.0605700 per kWh	31.86
Procurement Cost Adjustment	556 kWh X \$0.0034657 per kWh	1.93
Total Electric Supply Charges		39.89
Total Electric Charges - Residential-R		66.80

Energy Usage History

	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	Jul 19
Temp	80°	80°	75°	62°	47°	43°	37°	41°	47°	55°	65°	73°	79°
Days	31	31	30	31	30	31	31	28	31	20	32	31	29
kWh	0	0	0	0	0	0	0	0	0	252	506	529	556

Your daily electricity use for this bill period. Visit My Account at pepco.com to see your hourly electricity use.

Meter Number 1ND22222222





Energy Purchase Agreement – Electric Commodity Sales
(Matrix v.05.02.19)

This Energy Purchase Agreement – Electric Commodity Sales, which comprises the below General Terms and Conditions and Schedule 1 hereto, dated and effective as of _____, 20__ (collectively, this “Agreement”), is entered into by and between AEP Energy, Inc. (“AEP Energy”) and the designated customer set forth below in the signature block of this Agreement (“Customer” or “you”) (each of AEP Energy and Customer referred to individually as a “Party” and collectively as the “Parties”) and is intended to govern the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer’s account(s) (which may include non-metered lighting accounts) specified on Schedule 1 hereto (each, a “Service Location”).

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as hereinafter defined) and unless excused by a Force Majeure, AEP Energy shall sell to Customer the commodity portion of its retail electric requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy and take delivery of, all of its retail electric generation supply requirements at each such Service Location (the “Retail Energy”). The Retail Energy shall be provided to Customer’s relevant electric distribution company (each as specified on Schedule 1 hereto, the “EDC”) and transmission system interconnection point (each, a “Delivery Point”). The EDC is responsible for delivery of the Retail Energy to any Service Location at and from the Delivery Point, as well as for reading Customer’s meter and responding to emergencies. The delivery and metering of the Retail Energy is subject to the applicable terms and conditions of the EDC. Customer designates AEP Energy as an authorized recipient of Customer’s account, billing, and historical and ongoing usage information and consents to the disclosure by the EDC to AEP Energy of certain basic information about Customer and each Service Location, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the EDC’s delivery or distribution of the Retail Energy to Customer and other services, whether billed to AEP Energy or Customer, including any switching, telecommunications, and/or meter or meter reading related costs.

II. TERM OF AGREEMENT

AEP Energy shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under this Agreement (a) upon the later of (1) Customer’s available _____ 20__ enrollment date and (2) the first available enrollment date, as determined by the EDC, after the date hereof, and (b) after AEP Energy receives confirmation that the EDC has accepted the delivery service request (the “Commencement Date”); provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following the date hereof. The Parties agree that the EDC determines when Customer will be switched to AEP Energy for its Retail Energy supply, and that such switch will occur in accordance with the EDC’s rules and practices regarding such switching. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of any delay in the Commencement Date. The initial term of this Agreement shall continue for ___ months from the Commencement Date (the “Initial Term” and including any Holdover Term or Renewal Term, the “Term”), unless sooner terminated hereunder.

III. PRICING

During the Initial Term, the price payable for Retail Energy will be:

Retail Energy Price (per kWh)	\$ _____
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The Retail Energy Price listed above is inclusive of generation charges, any and all applicable bypassable charges for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), and Gross Receipts Tax (GRT) (as applicable in the Commonwealth of Pennsylvania) and is applicable twenty-four (24) hours a day. It does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes. The Retail Energy Price is determined by AEP Energy using Customer’s actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)’ anticipated Retail Energy requirements for the Term.

IV. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy or the relevant EDC shall provide monthly invoices related to the sold Retail Energy, based on the relevant EDC’s meter read cycle, in accordance with the billing method specified to Customer, (1) as a single bill through utility/EDC consolidated billing (UCB), (2) through supplier consolidated billing (SCB), or (3) as a separate bill from each of AEP Energy and the relevant EDC (Dual Bill); provided, however, the relevant EDC may convert or alter the invoicing method from time to time as it so requires. AEP Energy will send SCB or Dual Bill invoices via the first available method (listed in order of priority): (1) the billing email address stated in the “Customer Information” table at the end of these General Terms and Conditions (unless Customer requests paper bills) or later specified by Customer in writing (including email), (2) the billing mailing address stated in such table or later specified by Customer in writing (including email), or (3) the physical address of any Service Location. AEP Energy may itemize or summarize invoices according to the various cost components (e.g., capacity or transmission) related to the Retail Energy and shall provide all further reasonable billing detail to Customer upon request. AEP Energy has the right to estimate bills in cases where actual billing determinants are unavailable. In cases where estimated bills are issued, AEP Energy shall subsequently reconcile the actual bill(s) and the estimated bill(s) and post any debit or credit amount to Customer’s account. Customer shall pay all amounts due according to the instructions on the relevant invoice by payment in check or wire transfer of immediately available funds or via Automated Clearinghouse, such that AEP Energy will have received such payment not later than the close of business on the business day following fourteen (14) calendar days from the date of the invoice containing the relevant charges. In the event Customer is billed by the EDC, payment is due to the EDC by the date specified in its bill. Late payments with respect to any and all amounts due and payable to AEP Energy (including any outstanding late payment charges and Settlement Amount(s) (as hereinafter defined), collectively, “Account Charges”) shall incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less, and continue to accrue until all such amounts are paid in full. In any instance where any payment is declined by the issuing institution, Customer shall be assessed a charge of forty-five dollars (\$45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all

costs incurred by AEP Energy, including attorneys' fees, in connection with collection and enforcement of its rights on past due Account Charges.

B. Invoice Disputes and Adjustments: Customer may, in good faith, dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy by (1) delivering to AEP Energy written notice of the dispute, which must include the amount of, and reasonably sufficient basis for, the disputed amount and all reasonable supporting documentation (the "Notice of Dispute") and (2) making payment of the undisputed portion of the invoice within the normal terms, prior to the due date of the relevant invoice. During the forty-five (45) calendar days following AEP Energy's receipt of any Notice of Dispute (the "Dispute Period"), the Parties shall expeditiously and in good faith negotiate to resolve any disputed invoice. If the Parties are unable to mutually resolve in writing such dispute before expiration of the Dispute Period, either Party may exercise any remedy available to it at law or in equity pursuant to this Agreement. Customer must dispute charges strictly in accordance with the terms of this paragraph or it will be deemed to have waived its rights to dispute such charges. AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer's actual usage and charges during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice, and Customer will receive credit in such re-issued invoices for any amount of the previously-issued invoice that had been paid by Customer.

V. TERM AND EFFECT OF TERMINATION

Not less than thirty (30) calendar days prior to the then-current expiration date of the relevant Term, AEP Energy may provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend such Term ("Renewal Term"). Any Renewal Notice shall contain AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the Renewal Term ("Renewal Amendments"). Customer shall have five (5) business days to reject in writing the Renewal Notice. Customer's failure to reject any Renewal Notice in writing within five (5) business days shall result in all Renewal Amendments, including the Renewal Term, being deemed to have been irrevocably and unconditionally agreed to by Customer.

Following termination or expiration of the relevant Term, AEP Energy may continue to supply Retail Energy under this Agreement to any Service Location on a month-to-month holdover basis (each, a "Holdover Term"). The price payable during any Holdover Term shall be the applicable Regional Transmission Organization ("RTO") EDC day ahead hourly locational marginal price (LMP) plus an adder of \$0.01 per kWh, and any and all applicable bypassable costs, charges, and fees for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and any other related penalties, fees, charges, expenses, and other costs to serve incurred by AEP Energy of every kind and nature shall be passed through in a commercially reasonable manner to Customer with no additional mark-up. In cases where Customer's EDC does not provide interval usage data, AEP Energy shall, using commercially reasonable methodologies, estimate the load weighted average of the applicable LMP. Either Party may at any time terminate the Holdover Term and return any Service Location to the EDC without penalty or prejudice.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to termination, whether or not then invoiced, including any further Account Charges. Any other obligation or agreement hereunder which by its nature survives, shall survive the termination or expiration of this Agreement, including the Parties' respective agreements and obligations under the "Confidentiality," "Title, Indemnification, Warranty, and Limitation of Liability," and "Governing Law, Venue, and Waiver of Jury Trial" sections, and shall apply whether in contract, equity, tort, or otherwise. Such termination shall, with respect to each Service Location, be effective on the next available drop

date as established by the EDC. In the event that the EDC's retail electric supply choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate this Agreement without penalty to either Party.

VI. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may request additional credit information, including financial statements in accordance with the previous sentence, and in addition thereto, require that Customer deliver to AEP Energy, as security, adequate assurance of performance, including credit support in such form and amount as AEP Energy may in its discretion require, including a parental guaranty or letter of credit from a creditworthy entity in each case acceptable to AEP Energy, deposit, or prepayment ("Adequate Assurance of Performance"). Upon receipt of such request from AEP Energy, Customer shall have five (5) business days to provide the requested information and/or Adequate Assurance of Performance to AEP Energy.

VII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand for payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true (and which (if capable of being excused or remedied) is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) either Party, or the entity providing Adequate Assurance of Performance, disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, this Agreement or any Adequate Assurance of Performance issued in connection with this Agreement; (5) AEP Energy's receipt of notice from any EDC or Customer of Customer's effective or intended termination of supply with AEP Energy at any Service Location prior to the end of the Term; (6) Customer (A) 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, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (7) the occurrence of any event of default with respect to Customer under any other agreement between the Parties, including any Master Energy Purchase Agreement – Natural Gas Commodity Sales or other agreement for, or in support of, the purchase and sale of retail energy; or (8) the failure of Customer to deliver requested information and/or to deliver, and/or cause to be delivered, Adequate Assurance of Performance or otherwise satisfy the creditworthiness requirements under the "Credit" section.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following

actions: (1) suspend its performance under this Agreement; (2) terminate this Agreement by sending written notice to the Defaulting Party; or (3) exercise such other rights and remedies as may be available to it at law or in equity pursuant to this Agreement. In the event of such suspension or an early termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, (i) AEP Energy shall return the relevant Service Location(s) to the EDC effective on the next available drop date as established by such EDC and (ii) the Defaulting Party shall also pay to the Non-Defaulting Party as liquidated damages a termination payment amount (the "Settlement Amount") calculated as follows:

- For purposes of calculating any Settlement Amount, Customer's "Historical Annual Usage" is equal to the number of megawatt hours (MWhs) used by Customer at the terminated Service Location(s) in the preceding twelve (12) months.

- If Customer's Historical Annual Usage is less than or equal to fifty (50) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by ten dollars (\$10). For example, if this Agreement is terminated two (2) months early, two (2) months x ten dollars (\$10) per month = twenty dollar (\$20) Settlement Amount.

- If Customer's Historical Annual Usage is greater than fifty (50) MWhs but less than or equal to two hundred-fifty (250) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by fifty dollars (\$50). For example, if this Agreement is terminated two (2) months early, two (2) months x fifty dollars (\$50) per month = one hundred dollar (\$100) Settlement Amount.

- If Customer's Historical Annual Usage is greater than two hundred-fifty (250) MWhs but less than or equal to five hundred (500) MWhs, the Settlement Amount shall be equal to the number of months remaining in the Term multiplied by one hundred-fifty dollars (\$150). For example, if this Agreement is terminated two (2) months early, two (2) months x one hundred-fifty dollars (\$150) per month = three hundred dollar (\$300) Settlement Amount.

- If Customer's Historical Annual Usage is greater than five hundred (500) MWhs, the Settlement Amount shall be equal to (a) Contract Value *minus* Wholesale Market Value (if Customer is the Defaulting Party) or (b) Retail Market Value *minus* Contract Value (if AEP Energy is the Defaulting Party); provided, however, that no such Settlement Amount shall be due to a Party under this section if such Party is the Defaulting Party.

As used herein, the following terms shall have the following meanings:

"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined).

"Retail Market Value" means what Customer is actually paying, so long as no more than is commercially reasonable, related to the Remaining Performance.

"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had it not been terminated early.

"Wholesale Market Value" means the value that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any energy supply contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., capacity or transmission), related to the Remaining Performance. For the avoidance of doubt, AEP Energy shall not be required to enter into a replacement transaction(s) in order to determine the Wholesale Market Value.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of market prices and forward market prices. Such Settlement Amount calculation shall be made available to the Defaulting Party upon written request. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the

Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

VIII. SERVICE LOCATION CLOSURE

Customer shall provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer shall be responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such termination of supply. Such damages shall be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. The Parties acknowledge and agree that the pricing included herein reflects, among other factors, Customer's expected usage and EDC-specific pricing. In the event that Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Location(s).

IX. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. Customer acknowledges that, other than those representations contained in this Agreement, it has not relied on any representation, communication (written or oral), or omission by AEP Energy in entering into this Agreement, including in evaluating the advantages or disadvantages of any specific product or service or predictions about savings, future energy prices, or any other matter. Customer acknowledges that the EDC's standard offer service rates generally change from time to time and therefore AEP Energy does not provide any guarantee of savings in comparison to the EDC's standard offer service rates. If Customer received price comparison(s) in connection with this Agreement, by entry into this Agreement, Customer understands and agrees that it has been informed, prior to its entry into this Agreement, that no guarantee of savings is being provided. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such granted authority from the Owner does not expire or terminate prior to the end of the Term. Customer agrees and acknowledges that any agent, broker, consultant, or other third party involved in any solicitation or transaction hereunder ("ABC") serves as an agent of Customer during such sales process and may receive a commission to be paid by AEP Energy from payments received from Customer hereunder.

X. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, but with prior written notice, either Party may assign its rights and obligations under this Agreement to an affiliate or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, or with respect to AEP Energy all or substantially all of the retail electric supply business of AEP Energy, so long as (1) with respect to Customer, such affiliate or successor, as

applicable, (A) is reasonably determined by AEP Energy to be of similar or greater credit quality as compared to Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests and (2) with respect to AEP Energy, such affiliate or successor is contractually obligated to continue to supply Customer at the Retail Energy pricing specified herein.

XI. FORCE MAJEURE

Neither Party shall be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to a Force Majeure) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party as soon as practicable after it has actual, or reasonably should have had constructive, knowledge of such Force Majeure. "Force Majeure" shall mean an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances, including, to the extent satisfying the foregoing requirements, acts of God; landslides; lightning; fire; storms or storm warnings; flood; weather related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution systems; terrorism; sabotage; breach by the EDC; electric grid interruption and/or curtailment; earthquake; war; riot or other civil unrest; or requirements, actions, or failure to act on the part of governmental authorities, including actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Notwithstanding the foregoing in this section, in no event will Force Majeure be, or will the applicable Party's performance be excused, based on economic hardship of either Party, including a Party's ability to purchase or sell, as applicable, Retail Energy at a price more advantageous than the price hereunder, or with respect to Customer, the loss or failure of Customer's facilities or Customer's inability to use Retail Energy purchased hereunder. If the Force Majeure continues for a period in excess of thirty (30) calendar days, then the non-Claiming Party may terminate this Agreement by providing the other Party written notice of the early termination, without such termination constituting an Event of Default.

XII. REGULATORY EVENT

In the event that any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in the rate for network integration transmission service or capacity by the EDC, RTO, or Independent System Operator (ISO), as applicable), or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDC, ISO, RTO, or other regulated service provider materially alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Regulatory Event"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Regulatory Event, and all other terms and conditions of this Agreement shall remain in full force and effect. For the purposes of a Regulatory Event, "material" means a change that results in an increase in the relevant Retail Energy pricing hereunder for the remainder of the relevant Term by \$0.10 per MWh or more.

XIII. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all

purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder shall constitute "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XIV. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC, or any affiliated or third-party agent, advisor, or contractor implementing this Agreement or the purposes hereof.

XV. TITLE, INDEMNIFICATION, WARRANTY, AND LIMITATION OF LIABILITY

Title to and control and possession of the Retail Energy shall pass from AEP Energy to Customer at the Delivery Point. AEP Energy shall have and assume responsibility for any injury, loss, expense, penalty, liability, damage, or loss (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and Liabilities, including attorneys' fees (collectively, "Claims"), arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have and assume responsibility for any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement. AEP Energy warrants title to all Retail Energy at the Delivery Point delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT OR OTHERWISE AS EXPRESSLY PERMITTED IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IN ADDITION, AEP ENERGY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE AEP ENERGY CHARGES CONTAINED IN THE FIRST TWO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE OF THE GOVERNING LAW, THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD."

XVI. NOTICES

Any notice served hereunder from AEP Energy to Customer, shall be in writing and sent to any of Customer's billing or notice address or email address specified in writing by Customer from time to time, the address of any Service Location, or the address to which bills are sent to Customer. Any notice served hereunder from Customer to AEP Energy shall be in writing and shall be delivered to AEP Energy, Inc., Attn: Legal Department, 225 West Wacker Drive, Suite 600, Chicago, IL 60606 or such other address specified

in writing by AEP Energy from time to time as the notice address. In the absence of proof of actual receipt, notice shall be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by overnight mail or courier, on the next business day after it was sent, or (C) if by first class mail, on the fifth (5th) business day after mailing, each as established by business records or any other commercially reasonable evidence.

Customer shall be responsible for communicating to AEP Energy any changes to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) for each Service Location as soon as practicable but in any event no later than fifteen (15) calendar days after any such change takes effect. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

AEP Energy Contact Information: AEP Energy's (A) mailing address is 225 West Wacker Drive, Suite 600, Chicago, IL 60606; (B) website address is AEPenergy.com; and (C) toll-free telephone number is 866-258-3782 (Mon. - Fri.: 8 a.m. - 7 p.m. (EPT)).

XVII. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to any Service Location, shall be governed by, and construed and enforced exclusively in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions. Each Party expressly waives its rights as a consumer under any law granting consumers special rights and protections. Any action arising out of this Agreement shall be litigated exclusively in any federal court, if it has jurisdiction over the matter, or any state court, if there is no federal jurisdiction, located within the state where any Service Location that is a subject of such action is located, in the plaintiff Party's sole discretion, and the Parties expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such actions and covenant not to sue in any other court. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

The Parties agree that any action, suit or proceeding arising out of or in connection with this Agreement shall be brought in the plaintiff or claimant Party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION. TO THE EXTENT EITHER PARTY IS SO PERMITTED TO PROCEED, THE PARTIES AGREE THAT: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH SUCH ACTION; AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A CLASS MEMBER WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH SUCH ACTION. Nothing in this Agreement shall impair Customer's right to make an informal or a formal complaint to the applicable state commission.

XVIII. SEVERABILITY AND WAIVER

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, (A) the remaining provisions shall remain in force and shall not otherwise be affected, and (B) such provision or section shall be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties. The

rights and remedies of the Parties under this Agreement and at law are cumulative. No waiver of any breach of this Agreement shall operate as a waiver of any other or subsequent breach. No delay, failure, or single or partial exercise by AEP Energy in enforcing any part of this Agreement shall be deemed a waiver of or shall prejudice any of its rights or remedies hereunder.

XIX. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings, and representations, whether oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. No failure to enforce shall be deemed to constitute an amendment hereto. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The headings and subheadings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement and shall not be used to construe or interpret the provisions of this Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and simply construed according to its fair meaning and shall not be construed against one Party or the other as a result of the manner in which this Agreement was negotiated, prepared, drafted, or executed. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

XX. REGULATORY DISCLOSURE(S)

The following disclosure(s) apply only to Service Location(s) located in the relevant state(s):

District of Columbia: The District of Columbia Public Service Commission's telephone number is (202) 626-5100 and website address is www.dcpsc.org and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is www.opc-dc.gov.

Illinois: AEP Energy's Illinois license was granted in Order No. 09-0147. AEP Energy is a licensed Alternative Retail Electric Supplier (ARES). While it is an independent supplier of power certified by the Illinois Commerce Commission, AEP Energy is not soliciting on behalf of, endorsed by, acting on behalf of, and is not an agent of your electric utility, any governmental body, or consumer group.

Maryland: The Maryland Public Service Commission's toll-free telephone number is (800) 492-0474 and website address is www.psc.state.md.us. AEP Energy is a Maryland licensed electricity supplier number IR-757. Any price quoted does not include any tax, utility distribution charge, or other utility fee or charge and AEP Energy's price is not regulated by the Maryland Public Service Commission.

Pennsylvania: AEP Energy's Pennsylvania license number is A-2009-2132755. AEP Energy is an Electric Generation Supplier (EGS) and is not soliciting on behalf of and is not affiliated with or an agent of your Electric Distribution Company. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Customers do not need to purchase electric generation supply from AEP Energy in order to continue to receive regulated service from their utility.

XXI. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, all of which together shall constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., the Parties hereby agree that they may execute this Agreement using electronic means, including the use of electronic signatures by the Parties, which the Parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Each Party agrees not to contest, or

assert any defense to, the validity, admissibility, or enforceability of either electronic form or was executed or evidenced by email or other electronic Party's electronic signature on the grounds that such signature is in means or an electronic record was used in its formation.

Customer Information		
	Billing Information: <input type="checkbox"/> Please send paper invoices.	Contract Notice Information: <input type="checkbox"/> Same as Billing Information
Address 1:		
Address 2:		
Attn:		
Telephone:		
Email:		

Each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.

Customer: _____

Signature: _____
 Name: Scott D. Slisher
 Title: Chief Solutions Officer

Signature: _____
 Name: _____
 Title: _____

Schedule 1

Customer: _____

Date: _____, 20__

Service Location Address(es)

Utility/EDC

Account Number(s)

<u>Service Location Address(es)</u>	<u>Utility/EDC</u>	<u>Account Number(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____



AEP Energy, Inc.
Dept. CH 19346
Palatine, IL 60055-9346

Account Number
3000999999

Please pay \$7,015.71 by 11/22/2010

Amount Enclosed

Please pay \$7,120.95 after 11/22/2010

CUSTOMER NAME
CUSTOMER ADDRESS
Chicago, IL 60657

SAMPLE BILL DO NOT PAY

To insure proper credit to your account,
please submit one check per payment stub.

Account Information

BSE Account : 3000999999
LDC Account: 9099099099
Location Name: CUSTOMER NAME
Service Address: SERVICE ADDRESS
Billing Period: 11/5/2009 - 12/9/2009 (34 days)
Issue Date: 11/08/10

Meter Information

Date	Meter	Type	Prev	Curr	Diff	X	Kwh	Off Peak Kwh	Prev	Curr	Diff	X	Kw
11/3	999999909	Delivery Service	0.00	0.00	0.00	1	999.00	0.00	0.00	0.00	0.00	1	0
11/3	111111111	Delivery Service	0.00	0.00	0.00	1	999.00	0.00	0.00	0.00	0.00	1	0
11/3	333333333	Delivery Service	0.00	0.00	0.00	1	999.00	0.00	0.00	0.00	0.00	1	0

AEP Energy Charges

Contracted Energy Charge 107,934 kWh x 0.06500 \$7,015.71

Total Current Charges

\$7,015.71

AEP Energy Total Amount Due on 11/22/2010

\$7,015.71

For questions regarding your bill, please contact Customer Service toll free at 866-258-3782.
Do not mail correspondence with your payment. You can view your bill on-line at www.AEPEnergy.com



Agreement is Not
Valid Unless
Executed by CNE

Constellation NewEnergy, Inc.
Electricity Supply Agreement –Fixed Price Solutions
D.C. License Number: EA01-5

_____ (“Customer”) AND CONSTELLATION NEWENERGY, INC. (“CNE”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to CNE, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). You are purchasing from us generation and transmission service, made up of the components referenced below under “Cost Components,” but not distribution service, which will continue to be supplied by your UDC. By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed
Transmission Reallocation Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Selecting Transmission Costs as “Fixed” means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC’s regular adjustments to Network Transmission Service and Transmission Enhancement rates.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), the term of this Agreement will be _____ months as set forth under the “Term” in the Account Schedule below, beginning at the next meter read date after the UDC processes your enrollment (the “Start Date”) and ending on the meter read date that is _____ months later, based on your election (the “End Date”). Your switch to CNE as your supplier may take up to two billing cycles to take effect. Actual meter read dates are determined by the UDC, and the exact Start and End Dates under this Agreement will be determined in accordance with the UDC’s actual meter read dates for the Account(s). If, as a result of circumstances beyond our control we are unable to enroll one or more of the Accounts within two billing cycles the Start Date(s) will commence on the next regularly scheduled UDC meter read date following successful enrollment of such Account(s). Circumstances beyond our control include, but are not limited to: (i) your failure to timely provide us with all Account related information necessary to successfully enroll the Account(s) with the UDC; (ii) your failure to assist us or confirm, as needed, in notifying the UDC that it has selected us as your supplier or (iii) any acts or omissions of the UDC (including a change in an Account’s meter read cycle). We will not be responsible for any gaps in service that may occur between the termination of your

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service from a prior supplier and the commencement of supply from us.

Unless you are a Small Customer (as defined below), if following termination or expiration of this Agreement (whether in whole or in part), for any reason some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, you will be charged at a holdover rate and not at the original fixed priced rate in your contract, if you elected a fixed price rate, and we will calculate your invoice during the holdover term as follows: Each Account's kilowatt-hour usage in each bill cycle, (as adjusted by the applicable line loss factor) x our estimate of forward market prices (which estimate we may, at our discretion, perform from time to time, but not necessarily on a monthly basis) + any other charges incurred by us relating to supplying you + a pass through of all costs and charges incurred by us for the retail delivery of energy to you + our fees and profit margin determined at our discretion + Taxes. Holdover rates can be inherently volatile and may exceed available fixed rates, utility rates and other market provider rates so consideration should be given to whether you would prefer a new fixed rate versus the potential volatility and increased costs of holdover rates. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Supply of electricity under this Agreement is conditioned upon (1) our review and approval of your creditworthiness, (2) our verification of the accuracy and completeness of all the information that you provide to us regarding your electricity usage and the Account(s), including confirmation by the UDC of your actual load data, upon which we relied in entering into this Agreement, and (3) your Account(s) being accepted into the retail access program established by the UDC. We shall have the right to terminate this Agreement upon 15 days' notice without penalty if any of these conditions are not met to our satisfaction.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Small Customer Renewal Notice. If you are a customer who is receiving supply under a PEPCO Rate Schedule DC-GS or DC-GS-3A (a "Small Customer"), we will provide you at least 60 days' notice before the end of the initial term, followed by a notice at least 30 days before the end of the initial term. At the end of the term, your Agreement will automatically renew, unless we notify you otherwise in accordance with applicable law.

Small Customer Rescission Rights. If you are a Small Customer, following our enrollment of your Account(s), the UDC will notify you of your switch to being supplied by us and will notify you of your right to rescind your enrollment with us within 10 calendar days of the date of such notice by contacting the UDC.

Certain Warranties. You warrant and represent that for Account(s) located in Washington, D.C., your maximum demand exceeds 100 kilowatts and that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St, Suite 2300, Houston, Texas 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-6-ENERGY, or by e-mail at customer-care@constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-844-6-ENERGY. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections, State Public Utility Commission, and UDC Information. If you are a District of Columbia consumer, you acknowledge Consumer Protection Order No. 11796, and to the extent they can be waived under applicable law, you affirmatively waive those protections, including but not limited to the right of a 10 day rescission period, evergreen or automatic renewal requirements, "wet" signature requirements, price comparison guidelines, second notice for renewals requirement, and termination and price change notice requirements, except to the extent specifically provided for herein. In addition, if you are a District of Columbia consumer, to the extent they can be waived under applicable law you also affirmatively waive the selection of a billing mechanism and the notice to you of your right not to provide operational information, Order No. 11796. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC	UDC Abbreviation	Contact Numbers
PEPCO-DC	PEPCO-DC	Emergency: (877) 737-2662

Additional information may be obtained by contacting the Public Service Commission ("PSC") of Maryland at: 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806, OR the PSC of the District of Columbia at: (202) 626-5100, 1333 H Street, NW, 6th Floor, East Tower, Washington, D.C. 20005, OR the Pennsylvania Public Utility Commission at: (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265, OR the Delaware PSC at (302) 739-4247, 861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be calculated as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by your applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Deposit Amount" means, if you are a Small Customer, the lesser of \$100 or twice your estimated maximum monthly bill over a 12 month period or, if you are not a Small Customer, twice your estimated maximum monthly bill over a 12 month period.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or for locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC. "Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means 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 electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us in an amount equal to two (2) times the amount of the highest monthly invoices for each Account during the twelve months immediately preceding our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all

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material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and

- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) 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, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the

claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this

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

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement 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 our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. 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. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended. Except for handwritten information entered prior to signature reflecting your legal entity name and contact information, the UDC account number, service address, supply term and price and any administrative information added by us, such as the "reference number" or "account representative" or "TPV code", the terms of any purchase order (PO) you send to us or any other alterations,

additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless we agree in writing.

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ACCOUNT SCHEDULE:

For: _____

The pricing set forth below is only valid until 5:00 PM on _____

CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: ()

UDC	UDC Account Number	Service Address	Term (Months)	Energy Price Non TOU (\$/kWh)	Start Date
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					
PEPCO-DC					

*Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

Payments to Certain Third- Parties:

You acknowledge and understand that:

- o _____ (“Broker”) is acting on your behalf as your representative and is not a representative or agent of ours;
- o We are remitting a fee to Broker on your behalf in connection with its efforts to facilitate our entering into this Agreement; and
- o Your price reflects the fee being disbursed to Broker

You should direct any questions regarding such fee to your Broker

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

Customer: _____

By:
Name:
Title:
Date:
Address: 1001 Louisiana St. Suite 2300
Houston, Texas 77002
Attention: Contracts Administration
Facsimile: (888) 829-8738
Telephone: (844) 6-ENERGY

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Attention: _____

Facsimile: _____

Telephone: _____

Email Address: _____

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Monthly Invoice

Statement Date: 06/28/2018

Customer Number: 6000000-42

ABC COMPANY
ABC Main St
Billing City, DC 20036-1903

Total Amount Due by 07/19/2018 \$21,845.55

Statement Number: 10000000042

Previous Balance:	\$10,710.32
Payments Since Last Invoice:	\$0.00
Unpaid Balance:	\$10,710.32
Late/Finance Charges:	\$0.00
Credit/Adjustments:	\$0.00
Total New Charges:	\$11,135.23

HOW WE CALCULATED YOUR BILL

See reverse side for detailed description of charges ↗

Tax Charges

\$0.00

Market Charges

\$2,898.38



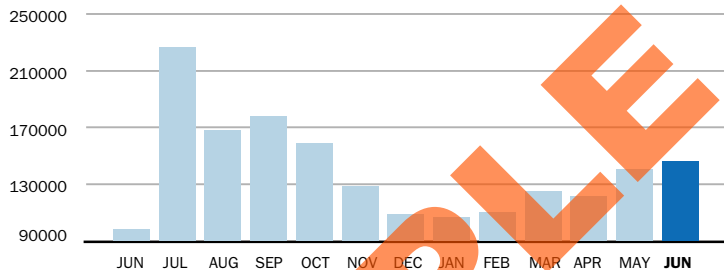
Contract Charges

\$7,958.40

Transaction Line Loss Charges

\$278.45

CONSUMPTION HISTORY



MONTHLY USAGE

Current Month 146,400 KWH

Last Month
141,000
KWH

You can also pay your bill online - go to **Energy Manager** at <https://energymanager.constellation.com> to get started. It's fast, simple and secure.

Detach stub and enclose with your payment in return envelope. Please write your statement number on your check. Thank you for your payment!

Statement Number: 10000000042

Customer Number: 6000000-42



PO Box 4911
Houston, TX 77210-4911

ELECTRONIC STATEMENT

ABC COMPANY
ABC Main St
Billing City DC 20036-1903

Total Amount Due by 07/19/2018 \$21,845.55

AMOUNT ENCLOSED \$

MAKE CHECKS PAYABLE TO:
CONSTELLATION NEW ENERGY, INC.
PO BOX 4640
CAROL STREAM IL 60197-4640

HAVE A QUESTION OR EMERGENCY?**To Contact Your Local Utility**

Pepco
800-000-0000

For Customer Care Contact Constellation

Website <https://energymanager.constellation.com>
Email CustomerCare@Constellation.com
Phone 844-6ENERGY (844-636-3749)

Total Amount Due by 07/19/2018 \$21,845.55

SUMMARY CHARGES

■ Contract Charges	\$7,958.40
■ Transaction Line Loss Charges	\$278.45
■ Market Charges	\$2,898.38
■ Tax Charges	\$0.00
Total New Charges	\$11,135.23

SUMMARY FEES/ADJUSTMENTS

Late/Finance Charges:	\$0.00
Credit/Adjustments:	\$0.00

Message Center

Thank you for choosing Constellation as your electric supplier.

To ensure timely application of your payment, please include your Statement Number on your payment remittance. Thank you for being a valued Constellation Customer!

Other Ways to Pay Your Bill**Energy Manager**

Manage your account at:
<https://energymanager.constellation.com>

**Phone**

Call 844-6ENERGY
(844-636-3749) for our 24/7
phone payment option

**ACH/WIRE**

CONSTELLATION NEW ENERGY, INC.
ACH/WIRE: WELLS FARGO, ABA 121000248 /
ACCOUNT 4879656445
ACH/WIRE NOTIFICATION:
PAYMENTS@CONSTELLATION.COM

Total Amount Due by 07/19/2018 \$21,845.55

Adjustments: Any adjustments that were made to your account within the invoice period. Adjustments may be made for a variety of reasons, including special contract calculations, corrections to prior bills, or settlement of disputed charges.

Administration Fee or Service Charge: The fee or charge set forth for each account per billing cycle.

Ancillary Service Charges: Charges regarding ancillary services as set forth in the applicable Independent Service Operator (ISO) Open Access Transmission Tariff (OATT) and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and Transmission Costs. Generally, these costs are associated with ensuring the reliability of the electrical grid.

Capacity Charge: Charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Generally, these costs are associated with ensuring there is enough generating capacity available now and in the future to meet customer requirements.

Energy Charge - Non-Time of Use (TOU): Charge per kWh for electricity supplied for all hours of each day.

Kilowatt Hour (kWh): A measure of the quantity of electricity (energy) that you use.

Late Fees or Finance Charges: Additional charges assessed to accounts for late payment of invoices. Payment terms and charge calculations are specified in your contract.

Line Loss Charges: The cost associated with the loss of electricity as it travels over the transmission and distribution wires.

Locational Forward Reserves (LFR): Ancillary service administered by the ISO that facilitates the availability of generating units in the future to provide backup reserve service to ensure system reliability.

Reliability Must Run (RMR): Ancillary service administered by the ISO. Generation resources scheduled to operate out-of-merit order and identified by the ISO as necessary to preserve regional system reliability.

Renewable Portfolio Standards Cost (RPS): NewEnergy's cost of procuring renewable energy to comply with Renewable Portfolio Standards (RPS) requirements, usually established by individual states. Generally, these costs are associated with requirements to support generating units that produce power using renewable fuels such as water (hydro-electric) and solar.

Retail Service Charge: A contracted charge for supplying electricity to an account, based upon total kWh consumption per billing cycle.

Retail Trade Transaction (RTT): The fixed unit Price and Quantity for a specific commodity for a specific delivery point and pattern.

Transmission Service Charge: The charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the Utility's service territory. Generally, these costs are associated with building and maintaining the electric transmission lines.

Disputed Invoices: Should you question any portion of your Constellation NewEnergy invoice, please call 844-6ENERGY (844-636-3749) Monday to Friday 7AM-6PM Central Time, email CustomerCare@Constellation.com, or write to: Constellation NewEnergy, c/o Customer Care, PO Box 4911 Houston, TX 77210-4911. If you have a billing dispute that you are not able to resolve with Constellation NewEnergy you may file a complaint with the Office of People's Council (OPC). The OPC can be reached by phone at 202-727-3071 or you may write to: Office of People's Council, 1155 15th Street NW, Suite 500, Washington, DC 20005.

In the event of a service interruption or electric emergency, please contact your utility directly at:

Pepco 800-000-0000

DISCLAIMER: General Understanding - This glossary is for informational purposes only. Please refer to your agreement with us for the defined terms that govern the contractual obligations applicable to us supplying you. Not all defined terms set forth above may be applicable to your agreement with Constellation NewEnergy.

Total Amount Due by 07/19/2018 \$21,845.55

CHARGES BY SITE

ABC Company – N01XXXXXX

110 Site St, Billing City, DC 20036-1903

Invoice Number: 12470000001

Customer Number: 6000000-42	Meter Number: NAB01XXXXXX	Read Dates: 05/18/2018 - 06/19/2018
Account ID: XXXXXXX	Product: Flexible Index Solutions	Usage: 88,500.000

Previous Balance	Payments	Late/Finance Charges	Credit/ Adjustments	Total New Charges	Total Amount Due
\$6,357.09	\$0.00	\$0.00	\$0.00	\$6,705.11	\$13,062.20

ABC Company – N02XXXXXX

120 Site St, Billing City, DC 20036-2236

Invoice Number: 10000000042

Customer Number: 6000000-42	Meter Number: NAB02XXXXXX	Read Dates: 05/18/2018 - 06/19/2018
Account ID: XXXXXXX	Product: Flexible Index Solutions	Usage: 57,900.000

Previous Balance	Payments	Late/Finance Charges	Credit/ Adjustments	Total New Charges	Total Amount Due
\$4,353.23	\$0.00	\$0.00	\$0.00	\$4,430.12	\$8,783.35

Statement Number: 1000000042

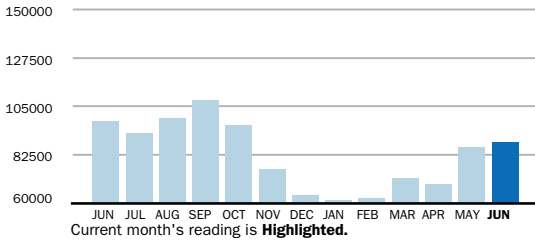
Customer Number: 6000000-42

Invoice Number: 1247000001

ABC Company – N01XXXXXX
110 Site St, Billing City, DC 20036-1903

Account ID: XXXXXXX

Read Dates: 05/18/2018 - 06/19/2018

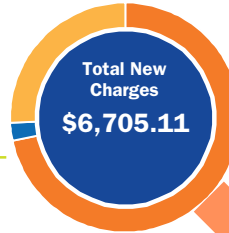


Tax Charges

0.00

Market Charges

1,725.87



Contract Charges

4,810.92

Transaction Line Loss Charges

168.32

SITE DETAILED CHARGES

	QUANTITY	RATE	AMOUNT
Contract Charges			
Retail Service Charge	88,500.00 KWH	\$0.0150300	\$1,330.15
104391.47453.0-1 - Electric Percent of Load RTT 7x24 25 PERCENT	21,353.10 KWH	\$0.0392000	\$837.04
58653.47453.0-1 - Electric Percent of Load RTT 7x24 25 PERCENT O	21,353.10 KWH	\$0.0420500	\$897.90
66142.47453.1-1 - Electric Percent of Load RTT 7x24 25 PERCENT O	21,353.10 KWH	\$0.0411400	\$878.47
83090.47453.2-1 - Electric Percent of Load RTT 7x24 25 PERCENT O	21,353.10 KWH	\$0.0406200	\$867.36
Subtotal Contract Charges			\$4,810.92
Transaction Line Loss Charges			
Line Losses on Percentage of Load	1,001.50 KWH	\$0.0392000	\$39.26
Line Losses on Market Purchase	143.21 KWH	\$0.0353753	\$5.07
Line Losses on Percentage of Load	1,001.50 KWH	\$0.0406200	\$40.68
Line Losses on Percentage of Load	1,001.50 KWH	\$0.0420500	\$42.11
Line Losses on Percentage of Load	1,001.50 KWH	\$0.0411400	\$41.20
Subtotal Transaction Line Loss Charges			\$168.32
Market Charges			
Reliability Must Run	232.20 KW	\$0.0031086	\$0.72
Transmission Price Adjustment	224.60 KW	\$0.4924700	\$110.63
Balancing Congestion Charge	88,500.00 KWH	\$0.0001634	\$14.46
Capacity Charge	240.63 KW	\$6.1938771	\$1,490.45
Market Energy - Day Ahead	3,087.70 KWH	\$0.0353753	\$109.23
FERC Order 745	88,500.00 KWH	\$0.0000043	\$0.38
Subtotal Market Charges			\$1,725.87
Tax Charges			
Sales Tax	6,705.11 EXEMPT		\$0.00
Subtotal Tax Charges			\$0.00
Total New Charges			\$6,705.11

SAMPLE INVOICE

Statement Number: 1000000042

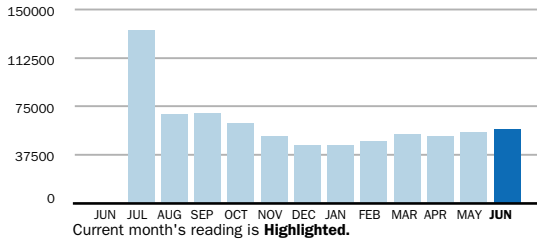
Customer Number: 6000000-42

Invoice Number: 1000000042

ABC Company – N02XXXXXX
120 Site St, Billing City, DC 20036-2236

Account ID: XXXXXXX

Read Dates: 05/18/2018 - 06/19/2018

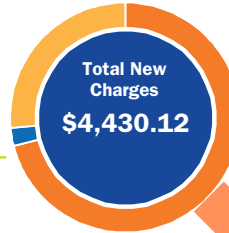


Tax Charges

0.00

Market Charges

1,172.51



Contract Charges

3,147.48

Transaction Line Loss Charges

110.13

SITE DETAILED CHARGES

	QUANTITY	RATE	AMOUNT
Contract Charges			
58653.47453.0-1 - Electric Percent of Load RTT 7x24 25 PERCENT O	13,970.00 KWH	\$0.0420500	\$587.44
83090.47453.2-1 - Electric Percent of Load RTT 7x24 25 PERCENT O	13,970.00 KWH	\$0.0406200	\$567.46
104391.47453.0-1 - Electric Percent of Load RTT 7x24 25 PERCENT	13,970.00 KWH	\$0.0392000	\$547.62
66142.47453.1-1 - Electric Percent of Load RTT 7x24 25 PERCENT O	13,970.00 KWH	\$0.0411400	\$574.72
Retail Service Charge	57,900.00 KWH	\$0.0150300	\$870.24
Subtotal Contract Charges			\$3,147.48
Transaction Line Loss Charges			
Line Losses on Percentage of Load	655.20 KWH	\$0.0420500	\$27.55
Line Losses on Percentage of Load	655.20 KWH	\$0.0411400	\$26.96
Line Losses on Percentage of Load	655.20 KWH	\$0.0392000	\$25.69
Line Losses on Percentage of Load	655.20 KWH	\$0.0406200	\$26.62
Line Losses on Market Purchase	93.69 KWH	\$0.0353753	\$3.31
Subtotal Transaction Line Loss Charges			\$110.13
Market Charges			
Reliability Must Run	205.70 KW	\$0.0031086	\$0.64
Capacity Charge	161.31 KW	\$6.1347059	\$989.59
Transmission Price Adjustment	205.30 KW	\$0.4924700	\$101.11
Balancing Congestion Charge	57,900.00 KWH	\$0.0001634	\$9.46
Market Energy - Day Ahead	2,020.10 KWH	\$0.0353753	\$71.46
FERC Order 745	57,900.00 KWH	\$0.0000043	\$0.25
Subtotal Market Charges			\$1,172.51
Tax Charges			
Sales Tax	4,430.12 EXEMPT		\$0.00
Subtotal Tax Charges			\$0.00
Total New Charges			\$4,430.12

SAMPLE INVOICE

ELECTRICITY SUPPLY AGREEMENT

This coversheet (the “**Coversheet**”) together with the Terms and Conditions, the Facility Attachment, the Contract Summary (if required by the applicable Law) and any addenda hereto constitute the Electricity Supply Agreement (collectively, this “**Agreement**”) entered into by and between Freepoint Energy Solutions LLC (“**Seller**”) and the customer party identified below (“**Customer**”), effective as of the date this Agreement is executed by Seller.

Customer Information:

Customer Name (legal entity name): (Required)		DBA (if applicable):	
Customer Contact: Name: (Required)		Title: (Required)	
Phone: (Required)	Email: (Required)	Fax:	
Address for Notices: Street: (Required)		City: (Required)	State: (Required) Zip: (Required)

Electricity Supply Selection:

Pricing: <input type="checkbox"/> Fixed	Price: \$ ____/kWh	Cost Components Included in the Price (check if included): <input checked="" type="checkbox"/> Energy <input checked="" type="checkbox"/> Capacity <input checked="" type="checkbox"/> Transmission <input checked="" type="checkbox"/> Ancillary Services <input checked="" type="checkbox"/> Renewables	
Broker:			

Customer shall provide Seller with financial and other information as Seller may request to satisfy applicable know-your-customer rules and to complete its credit review and other contracting processes. Seller reserves the right to not enter into this Agreement in its sole discretion including if: (i) information provided by Customer or its representative (broker/agent) to Seller is incomplete or inaccurate, (ii) the Price listed was not authorized by Seller or rates have changed based on market conditions, (iii) transfer of Customer account(s) is denied or significantly delayed by the relevant Utility, or (iv) Customer does not meet Seller’s credit approval criteria. Seller may use the contact information provided above to contact Customer including by e-mail, automatically dialed calls, text messages or calls that use artificial or prerecorded voice regarding any billing, service or account-related matter.

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier and take whatever actions are required to switch all relevant electric accounts to Seller. The undersigned represents that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to make decisions on behalf of Customer regarding its electricity supplier, and (iii) Customer is in agreement and will comply with all terms and conditions of this Agreement.

This Agreement shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

Customer:	FREEPOINT ENERGY SOLUTIONS LLC
Signature: _____	Signature: _____
Date: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____

ELECTRICITY SUPPLY AGREEMENT Facility Attachment

This Facility Attachment supplements and forms a part of this Agreement.

Customer Name:

Facilities

Utility Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Bill Option**	PLC	NSPL	Tax Exempt %***

*The Service Start Date is estimated to occur on the first meter read date during or after the month specified above. However, this is an estimated start date and the actual start date will occur only after the enrollment processes are completed by the Utility.

**For Dual Billing, Seller will generate a separate invoice for the Seller Charges either as Account Level Billing or as Summary Billing. If no selection is made or if no Dual Billing Address is provided, Seller will use Account Level Billing.

Account-Level Billing – each Facility will have a separate invoice generated and sent to each Facility's service address, unless a Dual Billing Address is provided below.

Summary Billing – one invoice for all Facilities sent to the Dual Billing Address.

Dual Billing Address: Street: _____ City: _____ State: _____ Zip: _____

***Tax exemption certificate needs to be provided by Customer to receive the applicable tax exemption on its electricity invoices.

Forecasted Volume

Month	Summary Forecasted Volume

By signing below or by verbal authorization via TPV, Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

<p>Customer:</p> <p>Signature: _____ Date: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>FREEPOINT ENERGY SOLUTIONS LLC</p> <p>Signature: _____ Date: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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ELECTRICITY SUPPLY AGREEMENT
Terms and Conditions

1. **Overview.** These Terms and Conditions supplement and form a part of the Agreement between Seller and Customer. Seller agrees to sell and Customer agrees to buy the quantity of electricity supply meeting Customer's full requirements at each Facility. Title and risk of loss to electricity shall pass from Seller to Customer at the relevant Delivery Point(s). Seller will arrange for the delivery of electricity by the relevant Utility to each Facility. Customer hereby authorizes Seller to obtain all required account and usage information for the Facilities from the relevant Utility. As a condition precedent to Seller entering into this Agreement, Customer shall satisfy Seller's contracting, credit, and applicable know-your-customer/anti-money laundering requirements.
2. **Term.** Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or after the Estimated Start Date. However, Customer acknowledges that (i) the Service Start Date is dependent upon the relevant Utility confirming to Seller that it has completed all required enrollment processes and (ii) if enrollment processes are completed by a Utility after the Estimated Start Date, the Service Start Date will occur as soon as practicable after the enrollment processes are completed by the Utility, without Seller incurring any liability for such delayed start. The initial term of this Agreement will run from the Service Start Date through the Service End Date (the "**Initial Term**"), unless earlier terminated as provided herein. At the end of the Initial Term, the term of this Agreement shall automatically continue on a month-to-month basis at market based pricing as per Section 3 below, unless and until terminated by either party upon providing the other party with 30 days' prior Notice.
3. **Customer Charges.** For each billing cycle during the term, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges, (ii) the amount assessed by Seller for any Cost Components for such billing cycle that are not indicated as being included in the applicable Price for such Facility, (iii) all applicable Taxes (except for any Taxes that are expressly included in the Price) and (iv) any costs and charges assessed pursuant to Sections 6 or 7 hereof (collectively, the "**Seller Charges**"). After the expiration of the Initial Term, the Price per kWh will be market-based as determined by Seller based on various factors, including competitors' prices, applicable industry charges, wholesale market conditions, electricity supply sources plus a margin, and may change monthly without prior notice to Customer. The Price does not include the costs of distribution and other services provided by the relevant Utility (the "**Utility Charges**").
4. **Billing and Payment.** With respect to each Facility, Customer may receive one consolidated bill from the relevant Utility each bill cycle for both the Utility Charges and the Seller Charges (the "**Utility Consolidated Billing**" or "**UCB**") and the bill will be sent to the billing address on file with the Utility. In such case, Customer agrees to remit payment for all amounts reflected on such invoice directly to the Utility in accordance with the Utility's payment terms. Alternatively, if the Utility does not provide consolidated billing, Customer will, each bill cycle, receive one bill from the Utility for the Utility Charges (payable to the Utility) and a second bill from Seller for the Seller Charges (payable to Seller) (the "**Dual Billing**"). In such case, Customer agrees to remit payment of all amounts reflected on Seller's invoice directly to Seller no later than 20 (twenty) days from the date of billing. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. All invoices will include amounts for applicable Taxes. Depending on the bill format, charges assessed pursuant to Sections 6 or 7 hereof may appear on Buyer's bill as a line item or Price adjustment. Regardless of billing method, invoices may cover multiple Facilities where applicable. Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "**Interest Rate**"). Seller will charge a \$35 return check fee for all returned checks. Seller is not responsible for notifying Customer of any failed or returned payments. Seller may apply any credit balance on a particular Facility to a balance owed on any other Facility supplied by Seller. Seller will include or cause to be included in any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions. If Customer disputes the Seller Charges on any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Customer will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in enforcing the terms of this Agreement.
5. **Taxes.** Customer shall pay all applicable Taxes associated with sales under, and/or performance of, this Agreement. The Price does not include gross receipts Tax or applicable state and local sales Tax, unless otherwise expressly set forth herein. Seller may collect Taxes from Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and each relevant Utility. Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or properly and accurately complete any such evidence.
6. **Change in Usage.** Customer shall provide Seller with timely Notice of any change in the attributes or use of any Facility (including any event) that is likely to result in a load change of 100% or more (the "**Load Change Percentage**") as compared to the Forecasted Volume. Examples of such changes may include equipment outages, shutdowns or replacements, on-site generation, openings or closings, and/or changes in operating hours. Customer shall be responsible for payment of any additional costs and/or charges incurred by Seller resulting from such change including additional ISO or Utility charges (collectively, "**Additional Charges**").
7. **Regulatory Change.** If there is a Regulatory Change which causes Seller to incur new or modified fees, costs or charges ("**Regulatory Charges**"), Seller reserves the right to pass through the Regulatory Charges to Customer without markup. For the avoidance of doubt, the Parties agree that a change in the rate classification of a Facility will be deemed a Regulatory Change. The changes described in this Section may impact any or all of the charges described in this Agreement, whether described as "fixed," "variable," "included," "passed through" or otherwise.
8. **Early Termination.** If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to (i) designate an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate any or all Transactions (each, a "**Terminated Transaction**"), (ii) withhold any payments due to Customer and/or (iii) suspend performance of its obligations under this Agreement. Seller shall give prior Notice to Customer if required by the applicable Law. In addition to the other remedies specified herein, upon the occurrence of an Event of Default with respect to Customer, Seller shall be permitted to switch Customer to receive

Default Service at each Facility. Seller's sales of electricity supply to Customer at each Facility shall be treated as separate transactions (each, a "Transaction") under this Agreement. Subject to Seller's rights and remedies hereunder (including Section 9 below), Customer may terminate this Agreement by giving 30-day prior Notice to Seller (unless a different notice period is required by the applicable Law) and shall pay any amounts owed hereunder in connection with such termination and for the electricity supplied up to the effective date of termination.

9. **Termination Payment Calculation.** On an Early Termination Date, Seller shall close out each Terminated Transaction so that each such Terminated Transaction is canceled and shall calculate and aggregate the Termination Payment for all Terminated Transactions. The Parties agree that a Terminated Transaction will become effective after the Facility drop has been processed by the applicable Utility and the Facility is no longer supplied under the Agreement and, in case there are multiple Terminated Transactions, the effective termination date will be whichever occurs last (the "Effective Termination Date"). In determining the Termination Payment, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Volume or any other Customer-related information it deems relevant to determine the quantity of electricity to be purchased by Customer for the remaining term of any Terminated Transactions, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates, all adjusted for the remainder of the applicable term and basis differentials. Customer shall pay the Termination Payment to Seller within three (3) Business Days of Customer's receipt of Notice of the amount thereof from Seller and shall include interest accrued at the Interest Rate from the Early Termination Date until paid, provided that Seller may set off the amount of any Collateral provided by Customer and held by it under this Agreement against the amount of the Termination Payment. Irrespective of whether a Termination Payment is owed hereunder, Customer shall pay to Seller the Seller Charges incurred up to the Effective Termination Date. Seller will refund any Collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and stipulates that the payment obligations set forth herein are difficult to estimate and represent a reasonable approximation of the anticipated harm or loss to Seller as a result of an Event of Default with respect to Customer. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise).
10. **Credit.** If, at any time during the term of this Agreement, Seller determines that (a) Customer has failed to timely pay any amounts due under this Agreement, or (b) Seller has reasonable grounds for insecurity with respect to Customer or Customer's creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under this Agreement. Customer hereby grants to Seller, as security for the payment and performance of Customer's obligations under this Agreement, a first priority continuing lien and security interest in and to any Collateral (and proceeds and products thereof) that Customer has or may deliver to Seller. When making a request for Collateral, Seller shall comply with its license requirements (if applicable) and any other deposit requirements established by the Commission. Any Collateral provided by Customer will be held in accordance with the applicable Law.
11. **Limitation of Liability; Disclaimer of Warranties; Indemnity.** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER. TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAW, BUYER HEREBY WAIVES ITS RIGHTS UNDER ALL LAWS, RULES, REGULATIONS AND ORDERS PERTAINING TO RETAIL ELECTRICITY SUPPLY, INCLUDING RIGHTS RELATED TO CONTRACT RESCISSION, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, SPANISH LANGUAGE, RECORD KEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES.
12. **Governing Law.** This Agreement and the rights and duties of the Parties under this Agreement are governed by the internal Law of the state where each Facility is located without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.
13. **Assignment.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Seller's prior written consent which shall not be unreasonably withheld. Seller may assign this Agreement and its rights and obligations hereunder upon Notice to Customer. Any assignee hereof shall be subject to all the provisions and conditions of this Agreement as applicable to its assignor to the same extent as though such assignee were an original Party to this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
14. **Force Majeure.** Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any obligation under this Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more where Customer is the declaring Party,

then Seller may terminate this Agreement with respect to the Facilities adversely affected by the Force Majeure upon 15 days' prior Notice to Customer. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided hereunder at a greater price, and the ability of Customer to purchase the products and services provided hereunder for a lower price, than the price specified herein shall not constitute an event of Force Majeure. Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant Utility.

15. **Representations.** Each Party represents and warrants to the other Party 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) it has the power and authority to sign and perform this Agreement and, with respect to Customer only, to bind each Facility to the terms and conditions of this Agreement; (iii) 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; (iv) it intends to be legally bound by this Agreement and has caused the Agreement to be executed by its duly authorized officer or representative as of the date shown on the Coversheet; (v) it is not Bankrupt; (vi) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement; and (vii) all information provide by it to the other Party is true, correct and complete in all material respects. In connection with the negotiation and execution of this Agreement, Customer represents and warrants to Seller that: (a) Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with this Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Agreement or any addenda hereto; (d) none of the Facilities for which it is purchasing electricity from Seller is a residence; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective; and (f) it is entering this Agreement as principal and not as agent for any other party.
16. **Confidentiality.** Customer agrees to keep all terms and provisions of this Agreement, and all communications in connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, except as otherwise required by Law or judicial process. Customer hereby authorizes Seller to obtain from the Utility information that includes its account name, account number, billing address, service address, telephone number, standard offer service type, rate classification, meter readings, historical usage information (including historical interval meter data) and peak electricity demand. Seller may disclose any account, customer or contract-related information to the Utility, a third party energy consultant, broker or third party service provider who has provided services to Seller in connection with this Agreement, Seller's affiliates or prospective purchasers of all or part of its business, who have agreed to keep such information confidential, or as required by Law or judicial process.
17. **Notices.** The Parties will send all notices relating to this Agreement in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "Notice"), provided that Seller may communicate or inquire about operational decisions by telephone. The Notices shall be delivered, with respect to Customer, to the address specified on the Coversheet. Customer agrees to inform Seller if any of the contact information provided on the Coversheet changes. The Notices shall be delivered, with respect to Seller, as follows:

Freepoint Energy Solutions LLC
 3050 Post Oak Blvd, Suite 1330
 Houston, TX 77056
 Attention: Freepoint Retail Operations
 Our website: www.freepointsolutions.com
 Email: customerrelations@Freepointsolutions.com

Notice by electronic mail or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

18. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement. Sections 5, 9, 11, 12, 13, 16 and 18 hereof and all provisions in this Agreement regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same Agreement. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized representative of such other Party. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a third party, and all third party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party representing Customer in connection with this Agreement may be included in the Price and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by any such third party (including for amounts owed to any such third party that are not included in the Price) and any costs incurred by Seller with respect to such Claims (including legal fees and disbursements). Any provision or section hereof declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations that arise under this Agreement. Except as otherwise provided in this Agreement, the rights, powers, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. No waiver by Seller of any breach of this Agreement by Customer is effective unless expressly made in writing, and any such waiver is effective only in that instance and only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach. As used in this Agreement, the term "including" means "including without limitation." Customer acknowledges that Seller and its Affiliates are in the business of buying and selling electricity and

related products within the various markets for their own respective accounts and that (i) such participation in such markets may affect the relevant market prices used to determine charges hereunder and (ii) nothing in this Agreement restricts Seller or any of its Affiliates from participating in activities that may affect market prices. Subject to Customer's right to dispute invoices, Customer will not (a) withhold payment for any reason; (b) resell any portion of the electricity purchased from Seller to any third party or (c) own or use any on-site generation or thermal or battery storage capabilities at any Facility during the term hereof. This Agreement and all sales of electricity hereunder form a single integrated agreement between the Parties.

19. **Acknowledgements.** Each Party agrees, understands and acknowledges that: (a) this Agreement is a "forward contract" and a "master netting agreement" as defined in the United States Bankruptcy Code (the "**Code**"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of a commodity; (c) Seller is not a "utility" as defined in the Code; (d) commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Customer's Utility; and (e) Customer's Utility, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.
20. **Conversion Option.** At any time during the Initial Term (but not more frequently than once during any six-month period), Customer may request Seller to provide new price quotes for its full electricity supply requirements or a part thereof, for the remaining Initial Term, a part thereof or an extended term (the "**Conversion Option**"). Seller shall endeavor to provide Customer non-binding quotes for the Conversion Option, provided that Seller does not guarantee staff availability for execution of any Conversion Option at a specific price or for a specific term, and provided further that Seller shall not be liable for failure to provide price quotes or execute any specific addendum therefor. No agreement for a Conversion Option will be deemed to exist between the Parties unless and until an addendum to this Agreement or superseding electricity supply agreement is executed and delivered by the Parties. For the avoidance of doubt, the Parties agree that if no such addendum or superseding agreement is entered into by the Parties, the Parties' respective rights and obligations will remain governed by and subject to the terms and conditions of this Agreement.
21. **Special Provisions for Facilities located in the District of Columbia.** Seller is licensed as an energy supplier by the Commission under License No. EA2017-01. If Customer is a Protected Class Customer, Customer may cancel this Agreement without penalty within 3 days after the date of Customer's signature of the Agreement. The Utility remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond to any service calls and emergencies. Switching to Seller will not impact Customer's electric service reliability. Customer will receive bills for Seller's services as explained in Section 4. Information on the market-based price, generation energy sources, environmental impacts or historical billing data is available upon request. After the expiration of the Initial Term, the market-based price will be determined by Seller in accordance with Section 3 and there is no limit on how much this price may change from one billing cycle to the next. The Utility is responsible for the Utility Charges shown on each bill, as well as any emergencies and electric outages. In an electrical emergency or a power outage, Customer should immediately contact the Utility. Please contact Seller's Customer Service department at the number specified below for information concerning how to contact the Utility. In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer Service as follows:

Freepoint Energy Solutions LLC

Our website: www.freepointsolutions.com

Customer Service Toll Free Number: 1-800-982-1670

Customer Service Fax Number: 1-713-583-9087

Customer Service Hours: Business Days from 8:00AM to 5:00PM central time

Customer Service Email: CustomerRelations@freepointsolutions.com

If Customer's complaint is not resolved after Customer has called Seller and/or Utility, Customer may contact the Public Service Commission of the District of Columbia for further assistance or the Office of the People's Counsel at the contact information set forth below.

Public Service Commission of the District of Columbia

Telephone: (202)-626-5100

Website: <http://www.dcpsc.org/>

Office of the People's Counsel

Telephone: (202)-727-3071

Website: <http://www.opc-dc.gov/>

As used in this Agreement, the following terms have the meanings set forth below:

"**Commission**" means the Public Service Commission of the District of Columbia.

"**Protected Class Customer**" means a non-residential customer served under the Utility's rate schedules applicable to small commercial customers, as revised from time to time.

"**Utility**" means the local distribution utility that physically transmits or distributes electricity to retail electric customers.

22. **Definitions.** As used in this Agreement, the following terms have the stated meanings, provided that capitalized terms in this Agreement not defined in this Section will have the meaning ascribed thereto elsewhere in this Agreement (all definitions apply to singular and plural forms):
- "**Ancillary Services**" means those applicable ancillary services required to facilitate delivery of Energy as set forth in the applicable ISO Open Access Transmission Tariff.
 - "**Bankrupt**" means with respect to a Party, such Party (i) 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, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
 - "**Business Day**" means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by Law to be closed.
 - "**Capacity**" means the unforced capacity obligations as specified in the PJM Reliability Assurance Agreement.

- e. **"Claim"** means all claims, demands, suits or actions of every name and nature, threatened or filed before or after this Agreement is terminated, both at law and in equity, and whether groundless, false, or fraudulent, that directly or indirectly relate to the subject matter of an indemnity contained in this Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys' fees and expenses and court costs) however incurred.
- f. **"Collateral"** means, with respect to a Party, cash margin, letter of credit or other credit support or collateral provided to secure such Party's obligations under this Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral.
- g. **"Commodity Charges"** means a portion of Customer's electricity bill for each Facility which shall be equal to Customer's Energy Usage at such Facility multiplied by the applicable Price, unless otherwise specified in any addenda hereto.
- h. **"Contract Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (a) the Price, and (b) the Remaining Usage (as reasonably determined by Seller based on its present value).
- i. **"Costs"** means, and shall include (at the election of Seller but without duplication), any brokerage fees, commissions and other transactional and/or administrative costs, losses and expenses incurred by Seller as a result of Seller's maintaining and/or terminating any hedges or other risk management contracts and/or entering into new arrangements to replace the Terminated Transactions, and any out-of-pocket expenses incurred by it, including attorneys' fees and expenses, by reason of the enforcement and protection of its rights under this Agreement or any Terminated Transaction.
- j. **"Cost Component"** means the relevant electricity supply costs stated on the Coversheet or any addenda hereto which may be included in the Price as indicated on the Coversheet or any addenda hereto.
- k. **"Default Service"** means default electric energy service as required by Law to be provided by the relevant Utility for any Facility.
- l. **"Delivery Point"** means the load zone associated with each Facility.
- m. **"Early Termination Amount"** means, with respect to a Terminated Transaction, the positive value (if any) resulting from the Contract Value less the Market Value, as reasonably determined by Seller and discounted to present value as of the Early Termination Date.
- n. **"Energy"** means the electrical energy at a specific ISO load zone, calculated based on costs that will include the LMP.
- o. **"Energy Usage"** means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period or as reasonably estimated by Seller, plus the applicable line losses.
- p. **"Estimated Start Date"** means the date specified on the Facility Attachment.
- q. **"Event of Default"** means: (a) the failure of a Party to make timely payments of any amounts due under this Agreement or a Party becomes Bankrupt; (b) any representation or warranty made by a Party in this Agreement proves to be false or misleading when made or repeated; (c) a Party fails to perform its obligations hereunder and (to the extent not excused by Force Majeure) such failure is not cured within five (5) days of receiving the other Party's Notice thereof; or (d) with respect to Customer only, (A) the failure by Customer to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in this Agreement (including having one or more Facilities disconnected from utility service by any Utility); (B) one or more Facilities fail to enroll; (C) Customer fails to provide Collateral in accordance with Section 10 within two (2) Business Days of receiving Seller's written demand therefor; or (D) a Transfer Event occurs with respect to Customer.
- r. **"Facility"** means each electric account meter located at each service address specified to receive electricity supply pursuant to this Agreement as set forth on the Coversheet or any Facility Attachment.
- s. **"Force Majeure"** means an event (a) not within the reasonable control of the Party, (b) not caused by the negligence of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, the claiming Party is unable to overcome or for which the claiming Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes: (a) an event of Force Majeure affecting any relevant Utility or ISO; (b) a suspension, curtailment, or service interruption by the Utility or ISO or (c) a cyber incident affecting network security or computer systems, applications or data, including hacker and/or denial of service attacks, or propagation of malicious code affecting the claiming Party, the Utility or the ISO.
- t. **"Forecasted Volume"** means the Customer's expected kWh electricity consumption for each month of the Initial Term as set forth on any Facility Attachment or addenda hereto or as reasonably determined by Seller based on historical usage information.
- u. **"ISO"** means the applicable independent system operator.
- v. **"Law"** means any constitution, law, statute, regulation, rule, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- w. **"LMP"** means the real time locational marginal price for the Facility's applicable load zone, which is published by PJM for each settlement interval and expressed in \$/MWh, provided that the LMP may be converted to \$/kWh for billing purposes.
- x. **"Market Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such Remaining Usage is commercially available to Seller (all, with respect to (i) and (ii), as reasonably determined by Seller based on their present value).
- y. **"NSPL"** means the Facility's Network Service Peak Load as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- z. **"Party"** or **"Parties"** means Seller and/or Customer, individually or together, as the case may be.
- aa. **"PJM"** means PJM Interconnection L.L.C., the regional transmission organization.
- bb. **"PLC"** means the Facility's Peak Load Contribution as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- cc. **"Price"** means, during the Initial Term, the unit price specified on the Coversheet or, after expiration of the Initial Term, the market based price determined by Seller in accordance with Section 3 hereof.
- dd. **"Regulatory Change"** means the introduction of any new, or any change in, Law, rates, charges, Capacity obligations, PLC or NSPL determinants, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, renewable portfolio standards or other renewable energy requirements, Utility or ISO/RTO operations, market structure, congestion zone design, Utility tariffs and/or ISO/RTO rules or protocols.

- ee. **"Remaining Usage"** means the electricity supply which would have been provided by Seller under each Terminated Transaction during the remaining term of this Agreement had the Agreement not been terminated, as reasonably determined by Seller.
- ff. **"Renewables"** means the mix of renewable energy sources required by Law (to meet renewable portfolio, renewable electricity and similar standards or requirements) in the state and other jurisdictions in which each Facility is located.
- gg. **"Service End Date"** means, with respect to each Facility, the meter read date occurring during the month specified on the Facility Attachment or if a meter read date is not scheduled by the Utility during such month, the meter read date occurring immediately thereafter.
- hh. **"Service Start Date"** means, with respect to each Facility, the date when the applicable Utility has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- ii. **"Taxes"** means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including gross receipts, sales, consumption, or commercial activity tax.
- jj. **"Termination Payment"** means, with respect to a Terminated Transaction, (i) the Early Termination Amount (if any) plus (ii) all of Seller's Costs.
- kk. **"TPV"** means a Seller approved and third party verified recording.
- ll. **"Transfer Event"** means, with respect to Customer: (A) Customer merges or otherwise consolidates with another entity and the creditworthiness of the merged or consolidated entity (as reasonably determined by Seller) is either (i) inferior to Customer's or (ii) equal to or greater than Customer's but such entity fails to assume in writing all of Customer's obligations under this Agreement; (B) a majority of the direct or indirect ownership interests in Customer is sold, transferred or assigned and such new owner seeks to terminate or repudiate Agreement other than in accordance with the terms hereof; or (C) Customer sells all or substantially all of its assets to another person.
- mm. **"Transmission"** means network transmission service and enhancement defined in the applicable ISO Open Access Transmission Tariff.



3050 Post Oak Boulevard, Suite 1330
Houston, TX 77056
State License: 16-1130E

Customer Service: 800-982-1670
Mon - Fri 8:00 AM - 5:00 PM CST
CustomerRelations@freepointsolutions.com

For outages or emergencies call:
1-800-672-2231

Freepoint Account Number: 1234		
Invoice Number: 50001001		
Billing Date: 12/15/2017	Due Date: 1/29/2018	Total Amount Due: \$578.89

ACCOUNT SUMMARY	
Previous Balance:	\$657.57
Other Adjustments/Credits:	\$0.00
Payment Received - Thank you!	\$657.57
Balance Forward:	\$0.00
Late Fees:	\$0.00
New Charges:	\$578.89
Total Amount Due:	\$578.89

ACCOUNT INFORMATION		CHARGE DETAILS					
Facility Name:	ABC Company	Charge details for 31 days from 11/13/2017 to 12/14/2017					
Service Address:	123 Main Street Anywhere, OH 44444	Energy Rate (\$/kWh)	10,455.00 @ 0.05537 \$578.89				
Utility Name:	AEP_OH_OP	Total Electricity Charges: \$578.89					
Service Account:	00XXXXXXXXXXXX321						
ELECTRIC USAGE DETAIL							
Meter Number	Start Date	End Date	Previous Meter Read	Current Meter Read	Read Type	kWh Multiplier	kWh Usage
42XXXXXXXX08	11/13/2017	12/14/2017	6634	17089	Actual	1	10455
<p>Thank you for being a valued customer. Your current plan is effective through your meter read on or after 10/1/2020. Before this date, you will receive information about your plan options. If you have any questions, please contact our Customer Care representatives at 800-982-1670 or CustomerRelations@freepointsolutions.com</p>							

Please return this portion of the invoice with your check payable to: Freepoint Energy Solutions LLC



Freepoint Account Number: 1234	
Invoice Number: 50001001	
Due date: 1/29/2018	Total Amt Due: \$578.89
Amount Enclosed \$ _____.	

ABC Company
PO BOX 123456
Anywhere, OH 44444

Freepoint Energy Solutions LLC
P.O. Box 733615
Dallas, TX 75373