



Confirmation

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Confirmation

08 Aug-2020

Your FR-500 New Business Registration has been submitted to the District of Columbia Office of Tax and Revenue.

To access this request for future use, please check the following:

Email: pete@cenergetix.com
Confirmation Code: **zsy2cq**

For questions regarding this confirmation, please contact the Customer Service Administration at e-services.otr@dc.gov.

Additionally, if you are registering for withholding wages for services performed in the District, registration with OTR does not automatically register your business with the Department of Employment Services (DOES) for Unemployment Insurance (UI) tax. If you are required to register with DOES, please visit <https://essp.does.dc.gov>. For UI Tax inquiries, please contact DOES at UITax_Info@dc.gov.

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MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 11 day of May 2020 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE") and ("Customer"). ENGIE and Customer are also referred to as "Party" and collectively as the "Parties."

SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation and the terms and conditions herein. Any conflict between the terms of this Agreement and an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should ENGIE fail to schedule the delivery of sufficient quantities of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.
- 1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price as specified in an applicable Sales Confirmation.
- 1.3 **Term.** This Agreement shall be effective on the Effective Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply until both Parties have fulfilled all obligations with respect to the underlying transactions. The termination of this Agreement does not terminate any Sales Confirmation executed pursuant to this Agreement.
- 1.4 **Billing and Payment.** Following the receipt of Utility Related Charges, ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice setting forth the amount due for the preceding billing cycle. The invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data for the applicable billing cycle. Payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are determined to be owed to Customer shall be re-paid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. If ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 **Notices.** Notices and correspondence shall be in writing and delivered by regular or electronic mail, or similar means and deemed received on the date transmitted or delivered (after business hours on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may specify in writing to the other Party.
- 2.2 **Taxes.** Taxes means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes but will assign to Customer applicable refund claims.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.
- 2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall provide copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other with written notice requesting Performance Assurance in an amount determined in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance. In the event the receiving Party fails to provide such Performance Assurance within three (3) Business Days of

receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.

- 2.5 Force Majeure. Force Majeure means an event that is beyond the reasonable control of the claiming party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute or shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences. Nothing contained herein shall be construed to require a claiming party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than to make payments due) will be suspended. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.
- 2.6 Events of Default. An "Event of Default" means: (a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice, or (b) Customer cancels, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider, after the Effective Date of a Sales Confirmation executed pursuant to this Agreement; or (c) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (d) the failure by a Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof; or (e) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (f) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (g) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or insolvent.
- 2.7 Remedies upon Event of Default. If an Event of Default occurs, the non-defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If non-defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). The non-defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.
- 2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- 2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.
- 2.10 Representations and Warranties. Each Party, with respect to itself, represents and warrants: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business in jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or

account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. ENGIE and its successors and assignees make no warranty of any kind, either express or implied, including implied warranty of merchantability and fitness for a particular purpose with regard to the services ENGIE provides or activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

- 2.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, advisors, insurers, counselors or accountants) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement.
- 2.12 Modification. No amendment or modification will be enforceable unless reduced to writing and executed by the Parties.
- 2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights without the prior written consent of the other Party which shall not be unreasonably withheld. Any successor or assignee shall be subject to all the provisions of this Agreement to the same extent as though such were the original Party under this Agreement. An assignment shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions of 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.
- 2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute, each Party will thoroughly investigate the matter and report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.
- 2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. If a change in law renders performance under this Agreement illegal, the Parties shall attempt to renegotiate this Agreement to comply with such change, and if unable, the Parties' obligations hereunder shall terminate upon the date the change in law becomes effective.
- 2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.
- 2.17 Misc. This Agreement and a Sales Confirmation executed in accordance with this Agreement constitute the entire agreement. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

Bankrupt means a petition or the commencement of a proceeding or cause of action under a bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) becomes insolvent (however evidenced), or (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.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day is 8:00 a.m. - 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority.

Guarantor means an entity providing a guaranty of payment in favor of the other Party.

Interest Rate means the lesser of one and 1 ½ % per month or the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean Customer's credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to the requesting Party.

RTO means the applicable regional transmission organization responsible for moving electricity over large interstate areas.

Utility Related Charges is defined in the applicable Sales Confirmation.

Utility Transfer Date means the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

SECTION 4. NOTICES

	BUSINESS CONTACT	BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources Inc. Attn: Retail	Please wire payments to: Mellon Bank Account Title: ENGIE Resources Account Number: 8-086-282 ABA Number: 031000037 For payment by check, please send to: ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
STREET ADDRESS:			1360 Post Oak Blvd. Suite 400	
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@engie.com	
	Customer DUNS No. _____	Customer Federal Tax ID (EIN) __		

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Customer:	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

SALES CONFIRMATION
Maryland
Fixed Price RTC

This Sales Confirmation is entered on ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated 5/11/2020 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the default service provider. In the event Customer does not timely exercise an option, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service is a monthly variable rate set by ENGIE. Taxes and Utility Related Charges are not included and are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

Full Swing Transaction: Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent a charge is separately listed as an obligation in this Sales Confirmation, the Contract Price may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, capacity, losses, and current network integrated transmission and transmission enhancement charges (provided that changes to rate effective after contract execution may be passed through to Customer). The Contract Price does not include Taxes, Utility Related Charges, or Reliability Must Run charges. Installed (or unforced) capacity pricing may be adjusted by the final net load clearing price for periods outside the PJM RPM Base Residual Auction rates cleared as of the contract date.

Offshore Wind Renewable Energy Credits. Contract Price does not include costs for compliance with Offshore Wind Renewable Energy Credits (ORECs) as prescribed by the Offshore Wind Act of 2013 and the Clean Energy Jobs Act (Senate Bill 5116). When implemented, such costs will be charged to Customer by ENGIE.

Regulatory Charges: The Contract Price does not include Regulatory Charges.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Transmission Enhancement Charges. Transmission Enhancement Charges (TECs) are not included in the Contract Price or in any other ENGIE charge and shall be passed through to Customer. Customer shall pay ENGIE the TEC Charge for each Billing Cycle.

Capacity Charge: Customer shall also pay ENGIE the Capacity Charge for each Billing Cycle. The Capacity Charge shall be equal to the following:

- (1) If Capacity Price is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to the product of (i) the Fixed Capacity Price and (ii) the capacity obligation (in kW) as assigned to Customer's accounts by the applicable utility and/or ISO for the relevant period.

- (2) If Capacity Settlement is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to any capacity-related ISO charges attributable to Customer's account(s) for the relevant period.

Transmission Charge: Customer shall pay the Transmission Charge for each Billing Cycle. The Transmission Charge is equal to the product of (i) the transmission rate for the Billing Cycle in accordance with the PJM Open Access Transmission Tariff; and (ii) the transmission obligation (in kW) as assigned by the local utility to the Customer account in accordance with the PJM Open Access Transmission Tariff; and (iii) the number of days in the Billing Cycle. Changes to the PJM Open Access Transmission Tariff transmission price and transmission obligation will be effective beginning the first meter read after the effective date of the change, new price and/or obligation value.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

Consumer Protection Regulations: Customer hereby waives any and all customer protection rules or regulations as established by the Maryland Public Service Commission.

Maryland regulations require ENGIE to inform you that if you are on an index product that changes based on market conditions, there is not a limit on how much the price may change from one billing cycle to the next.

Purchase of Receivables Program: ENGIE retains the right to and may sell its account receivables to the applicable consolidated billing utility under the terms of the applicable Purchase of Receivables Program (POR). Such utility is authorized to disconnect its delivery service and ENGIE's commodity service for non-payment of all amounts due on the consolidated bill, including the amount due ENGIE, in accordance with all applicable provisions set forth in the Purchase of Accounts Receivable program. If the billing utility disconnects its delivery service for Customer's non-payment, this shall be deemed an event of default pursuant to Section 2.6 of the Master Agreement.

Payment Terms: 20 days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the utility uses a "rate ready" billing system, the Contract Price during the post-term period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

“Utility Related Charges” means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state’s electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

“Regulatory Charges” means reliability charges, such as Reliability Must Run and Must Run Alternatives, which may be necessary to provide voltage support, capacity, energy, stability or management of localized transmission constraints. Such charges will be assigned to Customer by ENGIE in its commercially reasonable discretion.

“Capacity Price” means (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

“Capacity Settlement” means the monthly, spot or ISO derived Capacity Price for the applicable ISO and capacity pricing zone.

“Fixed Capacity Price” means, where Capacity Price is specified in Attachment A, Exhibit 1 as “Fixed”, (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic loss it incurred thereby. Any loss that ENGIE reasonably concludes is material shall be due from Customer. Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer:	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
CUSTOMER DUNS NUMBER: _____	
CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____	

	BUSINESS / PRIMARY CONTACT	BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources	<u>Wire payments to:</u> Mellon Bank
STREET ADDRESS:			1990 Post Oak Blvd.	<u>Account Title:</u> ENGIE Resources
CITY, STATE, ZIP:			Houston, TX 77056	<u>Account No.</u> 8-086-282
PHONE #:			1-888-232-6206	<u>ABA Number:</u> 031000037
FAX #:			(713) 636-0927	<u>For payment by check, please send to:</u> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
EMAIL:			custserv@na.engie.com	

*Required Information

BILL ACCOUNT NUMBER
11880-96005

Understanding Your Bill

Your Bill Account Number - A unique number assigned to your account. Customers with multiple locations may have multiple account numbers.

Due Date - The date your payment is due to arrive at ENGIE Resources in order to avoid late charges.

Energy Charge - A charge based on the electric energy (kWh) consumed.

Utility Charges - Charges for services rendered by your local Transmission and Distribution Service Provider. These charges are set by the service provider.

Taxes - Taxes imposed on energy and utility charges and remitted to taxing entities.

Gross Receipts Tax Reimbursement - A fee assessed to recover the miscellaneous gross receipts tax imposed on retail electric providers operating in an incorporated city or town having a population more than 1,000.

PUC Assessment Reimbursement - A fee assessed to recover the statutory fee for administering the Public Utility Regulatory Act.

Sales Tax - Sales tax collected by authorized taxing authorities, such as the state, cities, and special purpose districts.

Late Payment Penalty - A charge assessed for late payment in accordance with Public Utility Commission rules.

kW (Kilowatt) - The standard unit for measuring electricity demand, equal to 1,000 watts.

kWh (Kilowatt-hour) - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.

Prevent Disconnect - Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. Neglecting to pay all charges may result in disconnection.

Right to Dispute Bill - If you believe your bill is inaccurate or you wish to dispute all or part of any bill, please contact ENGIE Resources at 1-888-232-6206. If you are not satisfied with the decision or do not receive a decision within 10 days, you have the right to appeal to the Public Utility Commission of Texas, P.O. Box 13326, Austin, TX 78711-3326. Telephone 1-888-782-8477. Hearing and speech impaired individuals with text telephone (TTY) may contact the commission at 1-512-936-7136.

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This page is all about additional information regarding your bill. It gives you some information about electricity, due dates, and late payment fees. It also tells you what you need to do if you need to dispute your bill.

SAMPLE BILL

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The bottom part gives you various payment options if you don't have the time to get a check in the mail. We offer ACH, EFT, and an overnight address.

Corporate Headquarters: ENGIE Resources, 1990 Post Oak Blvd, Suite 1900 Houston, TX 77056-4499, **internet:** www.na.engie.com.

- * **Wire electronic payment to:** Mellon Bank, Pittsburgh, ABA: 031000037, Account Number: 8086282
- * **Mail payments to:** ENGIE Resources, P. O. Box 9001025, LOUISVILLE, KY 40290-1025.
- * **Mail overnight payments to:** PPS/489 6716 Grade Lane Building 9, Suite 910 Louisville, KY 40213.
- * **Mail notes and letters in a separate envelope to:** ENGIE Resources, P.O. Box 25225, Lehigh Valley, PA 18002-5225.
- * Fed. I.D. 76-0685946.
- * PUCT License # 10053.

**SERVICE ADDRESS:**ABC COMPANY INC
1234 ANY STREET
ANYTOWN, ST ZIP**17** Service Address**ESI ID Number:**

123456789012345

19 ENGIE Bill Account Number**BILL ACCOUNT NUMBER:**

00000-00000

BILLING PERIOD

Mar 18, 2016 to Apr 19, 2016

Page 3

20 Service Period

Pay This Amount

AMOUNT DUE

\$58.93

DUE DATE:

July 5, 2016

21 Amount to Pay**22** Payment Due Date**23** How to Contact**18** Utility Account Number

Questions about Your Bill?

Phone
1-888-232-6206Online Billing
myengiebilling.comEmail Us
custserv@na.engie.com**For power outages and other electrical emergencies, call your electric distribution company:**Oncor
1-888-313-4747
ESI ID Number:
10443720005447825**8**
This area gives you information about how to contact your utility in case of a power outage.**ACCOUNT BALANCE AS OF JUN 15, 2016**

Previous Balance	
Payment Received Apr 11 - THANK YOU	
Balance Remaining	
Current Charges	
Total Amount Due	

25 Previous Balance ▶	\$-58.93
Payments Received ▶	\$58.93
	\$0.00
	\$58.93
Amount to Pay ▶	\$58.93

Charges for Billing Period for Mar 18, 2016

** Corrected Bill - Any Questions Please Call Us **

Energy Charges	
Energy 320 kWh at \$0.05199 per kWh	
Subtotal Energy Charges	
Pass through charges from local utility	
Customer Charge	1.30
Nuclear Decommission 320 kWh @ \$0.000234/kWh	0.07
Transition Charge 2 320 kWh @ \$0.001452/kWh	0.46
Outdoor Lighting - Facilities	37.68
Subtotal Utility Charges	39.51

Total Energy Charges ▶	16.64
Total T&D Charges ▶	39.51

Taxes	
Gross Receipt Reimbursement	1.11
PUC Assessment	0.09
Sales Tax	1.58
Subtotal Taxes	2.78
Current Energy Charges	\$58.93

Total Taxes ▶	2.78
Total Amount to Pay ▶	\$58.93

Total Charges for this Billing Period**GENERAL INFORMATION**

Thank you for being a ENGIE Resources customer, we value your business.

The average price you paid for electric service this month: 5.20¢ per kWh.

Please be aware that your service with ENGIE Resources at the contract price in this agreement will expire on the regularly scheduled utility meter read date that follows the last day of May 2019. If by that time you have not signed a new contract for service with ENGIE Resources, signed a contract with another electricity provider, or provided a written request to ENGIE Resources to transfer your accounts to the default service provider, then you will begin paying a post-term rate for month-to-month service. The contract price for post-term service will be an amount equal to the applicable real time index price as posted by the independent system operator for the relevant delivery point, plus a per kWh Post-Term Charge as defined in your Agreement, plus any applicable non-utility charges, Taxes, and Utility Related Charges.

Meter data on back.

ENGIE Resources reports status of accounts and payment history to credit bureaus.

26 Contract End Date**SAMPLE BILL**

BILL ACCOUNT NUMBER
11880-96005

Reading Dates	Meter	Meter	Meter Reading		Usage Type	Usage
Previous/Current	Number	Constant	Previous	/	Current	
Mar 18 Apr 19	UNMETERED	1	0	/	0	320
Mar 18 Apr 19						320
					Total	320

UNDERSTANDING YOUR METER INFORMATION

- Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.
- Power Factor** - A measurement used by some electrical distribution companies to determine the ratio of real power flowing to the load of apparent power.
- OffPk (Off-Peak)** - Those periods of time at which energy is generally being delivered far below the utility's maximum demand.
- OnPk (On-Peak)** - Those periods of time at which energy is generally being delivered near or at the utility's maximum demand.
- kW (kilowatt)** - A unit of power equal to 1000 watts.
- kWh (Kilowatt-hour)** - The standard unit for measuring electricity energy consumption, equal to 1,000 watt-hours.
- kVa (Kilovolt-ampere)** - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.
- kVAR (Kilo-Volt-Amperes Reactive)** - The product of the voltage and the amperage required to excite inductive circuits.
- kVARH (Kilo-Volt Amp Reactive Hours)** - A measure of energy supplied but not converted into work.
- kV (kilovolt)** - A unit of electromotive force, equal to 1,000 volts.

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This page provides you with information specific to your meter(s).

It also provides some basic information regarding how to understand your meter information.

SAMPLE BILL

Maryland Natural Gas Firm Commercial Service Agreement

Customer Information

Name	[SAMPLE ACCOUNT]	Date	08/10/2020
Address	[BILLING ADDRESS]	Contract Term	12 months beginning MM/DD/YYYY or the first available meter read thereafter.
Email		Type	[New/Renewal]
Phone		Contract Volume	
SS#/EIN#			

Account Information

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

Customer Disclosure Statement

Price	Fixed, NYMEX+ or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
How the price is determined	Fixed rate of \$« _____ » per therm/CCF plus applicable taxes, in addition to any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
Length of the agreement and end date	12 months beginning MM/DD/YYYY or the first available meter read thereafter.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Plymouth can sell such gas following the termination.
Amount of Late Payment Fee	Customer will pay 1.5% on overdue balances not received by Plymouth within 15 days of the date of the bill.
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless Plymouth obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Guaranteed Savings	This agreement offers no guaranteed savings
Consolidated Billing	Plymouth supply charges will be presented on the utility invoice

Plymouth Rock Energy is licensed by the Maryland Public Service Commission ("Commission") to offer and supply natural gas supply services in Maryland under license reference No. IR-2705.

Invoice Information

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

General Terms and Conditions

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

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Plymouth is deemed effective by the LDC, and shall continue for 12 months beginning MM/DD/YYYY or the first available meter read thereafter, (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable monthly rate, unless Plymouth sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such

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

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

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

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above, shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price does not include line loss.

Plymouth will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 15 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity

and delivery costs from either Plymouth or the LDC, or each of the LDC and Plymouth may invoice Customer separately. Plymouth may assign and sell Customer accounts receivable to LDC. If Customer payment is not received when due, then Plymouth, in addition to other remedies that it may have, may after 30 days written notice to Customer, cancel this agreement; provided that Customer will remain obligated to pay for all gas supply services sold to Customer prior to the cancellation. A \$30 fee will be charged for all returned payments.

Usage Allowance: In the event that usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by 25 percent or more, the Customer may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by 25 percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs and/or balancing costs. Base Load usage is shown in Schedule B for reference.

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

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

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

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

7 Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to LDU commodity supply service, and Customer is liable for all Plymouth charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within forty-five (45) days after the final

scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

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

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

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

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

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

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

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

15. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Maryland. This Agreement shall be construed under and shall be governed by the laws of the State of Maryland without regard to the application of its conflicts of law principles.

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

excess taxes not recovered by Customer. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

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

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

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

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

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

For Plymouth Rock Energy, LLC (an ENGIE company)

For [SAMPLE ACCOUNT]

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____ **Date:** _____

Title: _____ **Date:** _____

Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
			,		

Schedule B – Base Load Usage

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



8 August 2020

Public Service Commission of DC
1325 G Street NW
Suite 800
Washington, DC 20005

To Whom it may Concern:

Cenergetix LLC is invested in the success of Cheap Energy Now LLC. For this reason, Cenergetix LLC agrees to provide Cheap Energy Now LLC the financial support sufficient enough to meet any capital requirements through December 2023.

Respectfully,

Peter B Zacharkiw
Principal

Montgomery County, Maryland
Notary Public
Joseph Kevin Haley
My Commission Expires 11/9/2020

NOTARY:

8/10/2020