



April 19, 2021

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

RE: RealPage Utility Management Response
Formal Case No. EA2021-04 and GA2021-03

VIA: eDocket

Dear Commission Secretary:

Please find exhibits to be added to RealPage Utility Management, Inc. applications in above referenced cases for Electric and Natural Gas Broker License.

Exhibit 1 includes the original business Certificate of Registration for NWP Service Corp and the subsequent name change to RealPage Utility Management, Inc.

Exhibit 2 includes samples agreements for electric and gas supplier.

Exhibit 3 includes description of managerial competence of key personnel.

Exhibit 4 includes RealPage Utility Management, Inc certificate of general liability.

We hope this information is satisfactory for your review. If there are any questions or comments, please contact me directly at Jeffrey.Peterson@RealPage.com or via phone at (972)810-2433.

Sincerely,

A handwritten signature in black ink, appearing to read "JP", followed by a long horizontal line extending to the right.

Jeffrey Peterson

Exhibit 1

Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue
1101 4th Street, SW
Washington, DC 20024



NWP SERVICES CORPORATION
2201 LAKESIDE BLVD
RICHARDSON TX 75082-4305



COPY

Below are instructions for individuals with limited English Proficiency who need assistance. All others please turn to the next page for important information from the Office of Tax and Revenue.



Language Assistance

Si necesita ayuda en Español, por favor llame al **(202) 727-4829** para proporcionarle un intérprete **de manera gratuita**.

Nếu quý vị cần giúp đỡ về tiếng Việt, xin gọi **(202) 727-4829** để chúng tôi thu xếp có thông dịch viên đến giúp quý vị **miễn phí**.

Si vous avez besoin d'aide en Français appelez-le **(202) 727-4829** et l'assistance d'un interprète vous sera **fournie gratuitement**.

በአማርኛ አርዳታ ከፈለጉ በ **(202) 727-4829** ይደውሉ። የነፃ አስተርጓሚ ይመደብልዎታል።

한국어로 언어 지원이 필요하신 경우 **(202) 727-4829** 로 연락을 주시면 **무료로** 통역이 제공됩니다.

如果您需要用(中文)接受幫助，請電洽 **(202) 727-4829** 將**免費**向您提供口譯員服務。

Office of the Chief Financial Officer
Office of Tax & Revenue
Customer Service Administration
1101 4th Street, SW Suite W270
Washington, DC 20024

GOVERNMENT OF THE DISTRICT OF COLUMBIA

OFFICE OF TAX AND REVENUE

Sales & Use Tax

CERTIFICATE OF REGISTRATION

ISSUED PURSUANT TO DISTRICT OF COLUMBIA SALES AND USE TAX ACTS

THIS CERTIFIES THAT

NWP SERVICES CORPORATION

NWP SERVICES CORPORATION

2201 LAKESIDE BLVD RICHARDSON

TX 75082-4305

Is hereby authorized and empowered to collect reimbursement
for the District of Columbia Sales and Use Taxes.

Keith Richardson
Deputy CFO

DATE ISSUED

18-Oct-2018

CERTIFICATE NUMBER

L0002278895

ACCOUNT ID

350-001017174

REFER TO THIS NUMBER WHEN REPORTING SALES TAX

OFFICE OF TAX AND REVENUE

THIS CERTIFICATE IS NONTRANSFERABLE

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue
1101 4th Street, SW
Washington, DC 20024



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Office of the Chief Financial Officer
Office of Tax & Revenue
Customer Service Administration
1101 4th Street, SW Suite W270
Washington, DC 20024



Date of Notice: October 19, 2018

Notice Number: L0002237935

NWP SERVICES CORPORATION
2201 LAKESIDE BLVD
RICHARDSON TX 75082-4305

FEIN: **-***2615
Customer ID: 00008-57664

NOTICE OF BUSINESS TAX REGISTRATION

You have been registered for the tax(es) shown below. Your filing basis has been determined as shown. It is important that the Employer Identification Number (FEIN) or Social Security Number (SSN) referenced above be used on all correspondence and returns.

If you registered for an Employer Withholding account, please include the associated Account ID Number listed below on all returns and payments.

Tax Type	Account ID	Filing/Payment Frequency	Tax Year End
Corporation	250-000851278	Corporation Annual	December
Sales & Use	350-001017174	Sales & Use Quarterly	

For tax forms or to register to file or pay electronically, please visit our website at MyTax.DC.gov

If applicable you will also be registered for an Employer Use Tax (Form FR800A Sales & Use tax return). The Employer Use Tax Return Act of 2012 requires a use tax to be imposed on any employer required to file a DC withholding tax return, which is not otherwise required to collect and remit sales tax.

If applicable you will also be registered for Unemployment Compensation Taxes and will be contacted by the DC Department of Employment Services Office of Unemployment Compensation regarding your filing requirements. Any questions concerning your liability for Unemployment Compensation may be answered by calling (202) 698-7550.

A Declaration of Estimated Franchise Tax (Form D-20 ES or D-30 ES) must be filed by every corporation and unincorporated business whose franchise tax may reasonably be expected to exceed \$1,000 for the taxable year.

For additional information or questions, call the Office of Tax and Revenue's (OTR) Customer Service Administration at (202) 727-4TAX (4829), or visit OTR's Walk-In Center:



Office of Tax and Revenue
Customer Service Administration
1101 4th St SW, Ste W270
Washington, DC 20024



Home

 Logon Tax Department taxdept@realpage.com +1 (972) 820-4789 Last logged on 13-May-2019 Balance: \$0.00	 Alerts ✔ There are no alerts	 I Want To More... View My Web Profile Send OTR a message View FAQ's Manage payments and returns Register a New Tax Account Go Paperless
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[Accounts](#) [Submissions](#) [Correspondence](#) [Names and Addresses](#) [Exemptions](#) [Logons](#)

 Accounts View Accounts		
<i>Filter</i>		
Corporation Franchise Tax	250-000851278	REALPAGE UTILITY MANAGEMENT, INC \$0.00
Sales & Use Tax	350-001017174	REALPAGE UTILITY MANAGEMENT, INC \$0.00
 Register a New Tax Account		

New Legal Name

Welcome, Tax Department

[Settings](#)

[Log Off](#)

[Home](#)

[New Legal Name](#)



Submission

NWP SERVICES CORPORATION
00008-57664

[Submission](#)
[Change Name](#)



Status

 **Pending**

Confirmation #0-001-124-120
Submitted 10-May-2019 10:33:31



I Want To

[View Submission](#)
[Delete Submission](#)

View

Welcome, Tax Department

Settings

Log Off

[Home](#) [New Legal Name](#) [View](#)

Name Change Request

In order to complete your name change or name add request, you must attach one of the following documents:

- Articles of Amendment from DCRA
- Certificate of Name Change from DCRA
- IRS Letter Of Acknowledgment of Name Change

Before requesting a name change with the Office of Tax and Revenue on MyTax.DC.gov, you must change your name with the Internal Revenue Service and DCRA.

File types accepted:

- Portable Document Format (.pdf)
- MS Word Document (.doc, .docx)
- Scanned Document Images (.jpg, .jpeg, .png, .tif, .tiff)

Type Legal ▼

Name REALPAGE UTILITY MANAGEMENT, INC

Attachments

Type	Name	Description	Size
Articles of Amendment	DC - Amendment - Filed.pdf	FN-2	56
IRS Acknowledgment of Na	RUM EIN.pdf	Realpage Utility Management FEIN	15

2 Rows



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS
District of Columbia Government
Corporations Division

Amendment of Foreign Registration Statement Form FN-2, Version 1, January 2012

Use this form to amend foreign registration statement.

ENTITY TYPE

FILING FEE

Foreign Filing Entity

Refer to Corporate Fee Schedule posted online

Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the foreign filing entity listed below hereby applies for a Certificate of Registration to transact business in the District of Columbia, and for that purpose submits the statement below.

1. Entity Name.

RealPage Utility Management Inc.
Changed From " "

2. Date of Issuance of Certificate of Foreign Registration.

3. Describe the changes to original foreign registration statement. (The following changes are allowed: entity name, type, jurisdiction of formation and principal address.)

To change the name from: NWP SERVICES CORPORATION to RealPage Utility Management Inc.

4. Attach certified copy of the statement evidencing the change from Registration Authority in the State/Country of Incorporation that is not over 90 days old.

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;

5. Name of the Governor or Authorized Person:

James W. Harrison

David G. Monk

5A. Signature of the Governor or Authorized Person

1/24/2018 4:30:37 PM **ESIGNED**

1/24/2018 4:30:37 PM **ESIGNED**

Mail all forms and required payment to:
Department of Consumer and Regulatory Affairs
Corporations Division
PO Box 92300
Washington, DC 20090

Corporate Online Services Information:

Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dcrd.dc.gov>, create a profile, access the online services main page and proceed. Online filers must pay by using a credit card.

OGDEN UT 84201-0038

In reply refer to: 0441270562
Mar. 19, 2018 LTR 147C 0
33-0782615 000000 00
00003235
BODC: LM

REALPAGE UTILITY MANAGEMENT INC
% REALPAGE INC
2201 LAKESIDE BLVD
RICHARDSON TX 75082-4305



039664

Employer identification number: 33-0782615

Dear Taxpayer:

Thank you for your inquiry of Mar. 08, 2018.

Your employer identification number (EIN) is 33-0782615. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

Confirmation

[Home](#) [I Want To](#) [Officer Add/Update](#) [Confirmation](#)

 **Confirmation**

Your request has been successfully submitted. Please print a copy of this page for your records.

Your request confirmation number is **0-001-418-499**

Request Type: Officer Add/Update

Submitted Date: 01-May-2019 5:24:14 PM

Contact Us:

(202) 759-1946

e-services.otr@dc.gov

[Printable View](#)

[OK](#)

Exhibit 2

**NATURAL GAS, GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS, ELECTRIC POWER SUPPLY SERVICE
AND
GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS
PURCHASE AND SALES BASE AGREEMENT Between
WGL Energy Services, Inc.
and
Sample Customer**

THIS BASE AGREEMENT FOR THE PURCHASE AND SALE OF GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS, NATURAL GAS, ELECTRIC POWER SUPPLY SERVICE AND GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS is made effective 12/1/2021 ("Effective Date") by and between WGL Energy Services, Inc. ("Seller") and Sample Customer ("Buyer"). Buyer may purchase and Seller may sell natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service, and Green-e® Energy Certified Renewable Energy Credits ("RECs") in accordance with the terms of this Base Agreement and executed Confirmations (together "Agreement"). In the event of a conflict between this Base Agreement and an executed Confirmation, the executed Confirmation will prevail.

I. EFFECTIVENESS

This Base Agreement shall supersede any prior base agreement executed by the Parties; provided that any confirmation that is in effect at the time of the execution of this Base Agreement shall continue to be subject to the terms and conditions of the applicable prior base agreement until the term of such confirmation expires. The terms and conditions of this Base Agreement shall apply to any Confirmation agreed to by Buyer and Seller pursuant to Section VI below, and this Base Agreement shall remain in effect, notwithstanding any intervening periods of time during which no Confirmation is in effect, unless canceled by either party upon thirty days notice to the other; provided that any Confirmation that is in effect at the time of such notice of termination shall remain in effect until the term of that Confirmation expires. This Base Agreement shall apply to the purchase and sale of natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service or "RECs", as the case may be, each a separate commodity. Each of the foregoing commodities may be purchased separately and independent of each other, or jointly in the case of bundled electric power supply service and "RECs" and in the case of bundled natural gas and Green-e® Climate Certified Carbon Offsets, by Confirmation applicable to the particular purchase.

II. DELIVERY, TITLE TRANSFER, GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CREDITS AND GREEN-E® CLIMATE CERTIFIED CARBON OFFSETS

A. Delivery Point. The Delivery Point for all natural gas sold hereunder is the point of interconnection between the transporting interstate pipeline and the Local Gas Distribution Company (LDC) in whose territory Buyer is located. The Delivery Point for all electric power supply service sold hereunder shall be the point of interconnection between the applicable transmission service provider's transmission system and the Local Electric Distribution Company (EDC) in whose territory Buyer is located. Seller will schedule natural gas or electric power supply service, as the case may be, to the Delivery Point for Buyer's account.

B. Title Transfer. Title to all natural gas and electric power supply service will pass from Seller to Buyer at the Delivery Point. Seller warrants that it shall have good and marketable title to the natural gas and electric power supply service to be delivered under this Agreement. Seller further warrants that it shall have good and marketable title to all "RECs" and Carbon Offsets that it shall sell to Buyer hereunder, that "RECs" shall be registered with, transferred from and retired on the tracking system of a regional transmission organization or shall be transferred by contract-path auditing and through recognized tracking systems, and that Carbon Offsets shall be registered with, transferred from and retired on a legally binding carbon offset tracking Registry. A Registry is defined as a voluntary, auditable, carbon offset tracking registry that is responsible for registering, transferring, trading and retiring carbon offsets

C. Delivery to Buyer's Facilities. Delivery of natural gas and electric power supply service to Buyer's facilities shall be by separate delivery service agreement between Buyer and Buyer's LDC/EDC and shall be subject to the applicable tariffs of Buyer's LDC/EDC. Buyer will be responsible for paying all LDC/EDC charges associated with the delivery of natural gas and electric power supply service from the Delivery Point to Buyer's facilities; Seller is not a party to Buyer's delivery service agreements with Buyer's LDC/EDC.

D. Notice Obligations. Each party agrees to notify the other of circumstances that may affect the delivery of natural gas and electricity supply service by Seller and the consumption of natural gas and electricity by Buyer.

E. Balancing. Balancing of natural gas deliveries at the Delivery Point shall be in accordance with applicable tariffs of Buyer's LDC. If an imbalance penalty is assessed by Buyer's LDC, the party causing the penalty will be responsible for paying the penalty.

F. Green-e® Energy Certified Renewable Energy Credits. "RECs" are the environmental attributes associated with Green-e® Energy Certified renewable energy credits produced by wind. A purchase and sale of "RECs" is not a purchase and sale of the electricity itself.

G. Green-e® Climate Certified Carbon Offsets Green-e® Climate Certified Carbon Offsets represent the reduction of a specific quantity of greenhouse gas (GHG) emissions. By purchasing these offsets, Buyer alone has the right to all associated claims about the environmental benefits they embody. Carbon offsets are to be regarded as a real environmental commodity, not a donation or investment in a future emissions reduction project. The verified GHG emissions reductions Buyer purchased are sourced from projects that have been validated and registered under high-quality project standards. Inclusion of Exhibit F indicates that standalone carbon offsets are purchased, inclusion of Exhibit G(a) or G(b) indicates that natural gas bundled with carbon offsets are purchased and an inclusion of an Attachment B indicates that a customer is engaged in a multiyear purchase agreement. A purchase and sale of Green-e® Climate Certified Carbon Offsets is not a purchase and sale of the natural gas itself.

III. AGENCY

Buyer appoints Seller to act as Buyer's agent in accordance with this provision. Buyer authorizes Seller to obtain information about Buyer's LDC/EDC account (e.g.; account numbers, billing history, payment history, historical usage, projected usage, meter readings and characteristics of service), to make nominations, to schedule, to balance, to make settlement, to obtain Buyer's credit and payment information, and to perform all duties necessary to deliver natural gas, Green-e® Climate Certified Carbon Offsets, electric power supply service or "RECs", as the case may be, to Buyer.

IV. BILLING, PAYMENT, CREDIT AND TAX

Initials: _____

A. Monthly Billing. Unless otherwise agreed in a Confirmation, Buyer's LDC/EDC, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this Agreement. Buyer shall pay the bill in accordance with the LDC/EDC payment terms. If during the effectiveness of this Agreement, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Agreement that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer. For accounts billed directly by Seller, payment shall be due to Seller within twenty (20) days after receipt of the invoice.

B. Late Payment Charges. For bills sent by the LDC/EDC as Seller's agent, the late payment practice pursuant to the tariff of the LDC/EDC shall apply. For accounts billed directly by Seller, bills not timely paid shall bear interest at a rate of 1% per month from the due date.

C. Credit. Buyer agrees to provide Seller with financial information and financial assurances that Seller deems reasonably necessary to ensure Buyer's full performance of its obligations hereunder. Buyer represents and warrants that all such information supplied shall be correct, that it has not filed, planned to file or have had filed against it, any bankruptcy proceedings, that it shall remain financially able to continue its business, and that it shall notify Seller promptly if it becomes aware of any situation which would alter its financial abilities.

D. Taxes. Seller will be responsible for all taxes assessed prior to the Delivery Point. Buyer will be responsible for all taxes assessed at the Delivery Point and thereafter, including any gross receipt taxes or sales taxes levied on the sale of natural gas, Carbon Offsets, electric power supply or "RECs". Applicable taxes will be collected on all natural gas, Carbon Offsets, electric power supply and REC sales made under this agreement unless Buyer provides Seller with a valid tax exemption certificate or other evidence of exemption.

V. TARIFFS AND REGULATIONS

This Agreement is subject to (1) all applicable federal, state and local laws, (2) all applicable state and federal rules and regulations, (3) state regulatory commission-approved tariffs of Buyer's LDC/EDC, (4) Federal Energy Regulatory Commission-approved tariffs of transporting pipelines, and (5) Federal Energy Regulatory Commission-approved Open Access Tariffs (OATs) of transmission service providers, as such tariffs may be amended or superseded from time to time. Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations. If changes in any law, regulation or utility tariff impose additional charges to Seller, then Seller shall have the right to pass through such cost increases to Buyer by a separate monthly charge. Seller shall provide Buyer with supporting documentation and calculation upon request.

VI. CONFIRMATION PROCESS

From time to time, Seller shall offer to supply Buyer with natural gas, Green-e® Climate certified Carbon Offsets, electric power supply service and RECs by transmitting to Buyer unexecuted Confirmation exhibits. Buyer may indicate acceptance of the terms and conditions of an offer by signing a Confirmation and returning it to Seller. The Confirmation will not become binding on Seller unless and until Seller countersigns the Confirmation and returns it to Buyer provided that upon receipt of an executed contract from customer, Seller shall use all reasonable efforts to lock customer's contract price for customer, provide customer or customer's consultant, if applicable, confirmation of such price lock in writing, if requested, countersign said agreements, and return them to Buyer. Notwithstanding the foregoing, Seller will indicate acceptance of a Buyer's price lock via e-mail by Seller to Buyer and such documentation shall be considered acceptance of such pricing and terms as outlined in such email.

VII. MISCELLANEOUS

A. Force Majeure. Except for payments that are due, a force majeure event shall, upon notice, excuse the party claiming force majeure from performance during the event. In the event of force majeure, the party claiming force majeure shall use due diligence to restore its ability to meet its obligations under this Agreement. Force majeure means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the party claiming force majeure including but not be limited to acts of God; changes in governmental regulations; force majeure events of Buyer's LDC/EDC, transporting pipelines, or transmission service providers; any required or lawful action of Buyer's LDC/EDC, transporting pipelines, or transmission service providers that curtail or interrupt natural gas delivery or electric power supply service, outages of generating facilities or other service providers Seller uses to provide electric power supply service to Buyer hereunder, the breakdown of equipment, malfunctioning equipment, non-performance by third-party transporters, fire, explosion, civil disturbance, strikes, sabotage, action or restraint by court order or public or governmental authority; or other government appropriation or curtailment of natural gas or electricity.

B. Default and Remedy. Any failure by a party to perform any material obligation hereunder, including Seller's obligation to deliver and Buyer's obligation to purchase and pay for deliveries, shall constitute a default. The non-defaulting party may terminate this Agreement by providing the defaulting party ten (10) days prior written notice of the default and an opportunity to cure the default. Termination of this Agreement for a default that is not cured shall be without waiver of the non-defaulting party's right to claim direct damages. If Seller terminates this Agreement for non-payment, Buyer shall be liable for all reasonable costs, including legal fees, associated with the collection of outstanding balances. If Buyer terminates this agreement prior to expiration of this contract, this may result in damages due to current market conditions associated with the Buyer's supply. Therefore, damages may be assessed. For an unexcused failure to deliver by Seller or an unexcused failure to take delivery by Buyer, the affected non-defaulting party, acting in a commercially reasonable manner, shall be limited to the sole and exclusive remedy of direct, actual damages and neither party shall be liable for any special, punitive, indirect, incidental, or consequential damages, including but not limited to any liability for lost profits or interruption of business.

C. Authority. The undersigned, who executes this Agreement and any Confirmation on behalf of each Party, represents and warrants that such undersigned has the contractual authority, either as representing that Party as a principal, or as Party's authorized agent, to bind such Party for whom the natural gas, Green-e® Climate certified Carbon Offsets, electric power supply service or "RECs", as the case may be hereunder, is being purchased.

D. Integration of Agreement. This Agreement constitutes the entire agreement between Seller and Buyer. No statement, promise or inducement made by either party which is not contained in or derived from this Agreement shall be valid or binding. Each Party acknowledges that natural gas, Certified Carbon Offsets, electricity, and "RECs" will be purchased independently from one another, or jointly in the case of bundled electric power supply service and "RECs" and in the case of bundled natural gas and Certified Carbon Offsets, and each purchase will have its own associated Confirmation. In no way does a purchase or sale of one of the aforesaid commodities between Buyer and WGL Energy Services mean that Buyer is required to buy or WGL Energy Services is required to sell any other of the aforesaid commodities from the other Party.

E. Severability. If any part, term or provision of this Agreement is specifically held to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Seller and Buyer shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

Initials: _____

F. Assignment. Seller may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding in interest to all or substantially all of Seller's assets or business; or (d) to another supplier licensed to conduct business in the State where Buyer's facilities serviced by Seller pursuant to this Agreement are located. Buyer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of the Seller, which shall not be unreasonably withheld. Buyer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Buyer sells a premises or property to which natural gas or electric power supply is being delivered hereunder, Buyer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Buyer at the time of assignment; otherwise, Buyer shall be subject to liability to Seller for damages under Section VII B hereunder.

G. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Unless expressly provided otherwise in this Agreement, all remedies afforded in this Agreement shall be taken and construed as cumulative in addition to every other remedy provided herein or by law.

H. Governing Law. Buyer and Seller agree that, in the event of a dispute, this Agreement shall be governed by the laws of the jurisdiction (Maryland, Virginia, Delaware, Ohio, Pennsylvania or District of Columbia) where Buyer's facilities, being served by Seller, are located. If Buyer has facilities being served by Seller in two or more of the jurisdictions noted above, the laws of the jurisdiction where Buyer's facility with the highest annual natural gas and electricity usage is located shall govern.

I. WGL Energy Services Qualifications. WGL Energy Services is a subsidiary of WGL Holdings, Inc., and an affiliate of Washington Gas Light Company. WGL Energy Services is licensed by the Maryland Public Service Commission to sell natural gas (MD License No. IR 324) and electricity (MD License No. IR 227) in the State of Maryland, is licensed by the Virginia State Corporation to sell natural gas (VA License No. G-8) and electricity (VA License No. E-6) in the Commonwealth of Virginia, is licensed by the Delaware Public Service Commission to sell natural gas and electricity in the State of Delaware (DE License No. 6042), is authorized by the D.C. Public Service Commission to sell natural gas (License No. GA03-3) and electricity (License No. EA-00-6) in the District of Columbia, and is licensed by the Pennsylvania Public Utility Commission to sell electricity (PA License No. A-110158) and natural gas (PA License No. A-2010-2176410) in the State of Pennsylvania and is certified by the Ohio Public Utilities Commission to sell electricity (Certificate Number 19-1351E(1)) and is certified by the Ohio Public Utilities Commission to sell electricity (Certificate Number 19-1351E(1)).

J. Emergencies. In the event Buyer experiences an electric-related or natural gas-related emergency such as a power outage or gas leak, Buyer should immediately call its LDC/EDC.

BUYER CONTACT INFORMATION

Buyer's Full Legal Name: Sample Customer

Buyer's Representative: Lukas

Address: 123 ABC Drive Pittsburgh PA 15219

Telephone: 330-890-1233 Fax:

Title:

Email Address: please.fillin@qwe.com

WGL Energy Services CONTACT INFORMATION

WGL Energy Services Representative: Diane Ekonomou

Title: Account Manager

WGL Energy Services Address: 8614 Westwood Center Drive Suite 1200 Vienna VA 22182

Phone: 703-333-3900 Fax: 703-287-9403

This Agreement is agreed to on the date first written above by:

Seller: WGL Energy Services, Inc.

Buyer: Sample Customer

By: _____
Clinton S. Zediak, Jr., Vice-President

Tax Exempt: Yes___ No___ Partial___

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Initials: _____

**EXHIBIT DS - CONFIRMATION
FIRM ELECTRIC POWER SUPPLY**

THIS FIRM ELECTRIC POWER SUPPLY CONFIRMATION is transmitted to Sample Customer ("Buyer") by WGL Energy Services, Inc. ("Seller") this 4/19/2021 for the sale and delivery of Buyer's full requirements for all accounts listed on Attachment A, and is subject to the terms and conditions of the Sales Base Agreement executed by both parties. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite Utility load profile and rate classification.

Buyer agrees to use its best efforts to inform Seller of any changes that will have a material effect on the load of the accounts served under this Confirmation.

TYPE OF SERVICE

Buyer will purchase and Seller will sell Electric Power Supply Service to the Delivery Point for Buyer's account which shall include all necessary (a) electric energy and congestion services obtained from wholesale suppliers active in the energy market administered by PJM, (b) generation capacity obtained from generators that participate in Reliability Pricing Model auctions conducted by PJM, (c) network integrated transmission service including enhancements provided by transmission providers subject to the PJM Open Access Transmission Tariff (OATT), (d) ancillary services provided by PJM for reliability including reactive services, reserves and services provided by Reliability Must Run units designated by PJM, (e) auction revenue right credits administered by PJM ("PJM Costs" are defined as (b) through (e)) and (f) energy deliveries that comply with applicable State Renewable Portfolio Standards and local utility tariff requirements ("Utility Costs"). Seller is obligated to deliver and Buyer is obligated to purchase said electricity supply service under all circumstances except Force Majeure.

Holdover Process:

Unless Buyer and Seller agree to execute a new confirmation, this Confirmation shall remain in effect on a month-to-month basis at an applicable Monthly Fixed Price for each subsequent monthly meter read period after the end of the initial Term of this Confirmation. Each Monthly Fixed Price shall be established the 25th day of the calendar month preceding the applicable calendar month of delivery. Either party may cancel such holdover confirmation either by executing a new confirmation, or by providing written notice of cancellation. Upon the provision of such notice by either Party, Seller shall terminate the confirmation in accordance with utility drop rules and procedures.

Buyer's Utility : Pepco

Billing:

If during the effectiveness of this Confirmation, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Confirmation that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer.

Tax:

Buyer must provide to Seller a tax exempt certificate or other documented evidence of Buyer's tax exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

Buyer Name:Sample Customer

Term/Price - Fixed Price Capacity and Transmission Included

TERM:

From the December 2021 meter read date to the December 2022 meter read date. (12 months)

PRICE:**

For deliveries hereunder, Buyer shall pay Seller a Price equal to \$0.00000/kWh.

If at any time accounts served under this Fixed Rate Confirmation were converted from an executed LMP Rate Confirmation, this Fixed Rate Confirmation supersedes such LMP Rate Confirmation for the term specified above.

All prices quoted are subject to change prior to written confirmation by Seller. All prices are quoted at the Delivery Point, including line losses to the Buyer's facilities, in \$ per Kilowatt (kw) or Kilowatt-hour (kwh) unless otherwise noted. If after this Confirmation is executed, any of Seller's PJM Costs or Utility Costs significantly increase from the costs that underlie the Fixed Price because (1) FERC issues an order or PJM revises its OATT, an operating protocol, or market rule, (2) a PJM Emergency Operations Event occurs, (3) a change in law is enacted, or (4) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff, an operating protocol or market rule, then Seller shall pass through such cost increases to Buyer by separate monthly charge. Seller shall provide Buyer with supporting documentation and calculation upon request.

Prices quoted above for Pennsylvania Electric (PNL), Delmarva Power (DPL), and Pennsylvania Power (PPC) accounts exclude PJM Costs related to Reactive Service Charges which will be charged as a separate line item on Buyer's monthly bill.

To the extent Capacity and Transmission are included in the Price, Seller reserves the right to adjust the Price to reflect recovery of Capacity and Transmission costs attributable to (1) Buyer's participation in PJM Demand Response programs during the term of this Confirmation, or (2) increased Capacity and Transmission costs caused by the effect of any distributed generation and/or peak shaving devices which were in use at any time during the 12 months prior to this Confirmation. This condition does not apply to any emergency generation used solely in the event of a power outage.

Initials:_____

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ Title: _____

Print Name: _____ Tax Exempt: Yes _____ No _____ Date: _____
Partial _____

Seller: WGL Energy Services, Inc.

By: _____ Date: _____
Clinton S. Zediak, Jr., Vice-President

Account Manager: Diane Ekonomou

Property Manager: Sample Customer

52860.226156.000: Sample Customer
Attachment "A": Account Information (1 account(s))
Exhibit DS Account Data

Account Manager: Diane Ekonomou Phone: 703-287-9494 Fax: 703-287-9401

Customer	Account #	Address	LDC	Rate Class/Load Profile
Sample Customer	0522345654323456789000 (N)		PED	/



IMPORTANT - SALES TAX INFORMATION

WGL Energy Services is required to collect the applicable transaction taxes in certain jurisdictions.

It is very important that we correctly identify the tax status of each customer to complete the contracting process. If tax status is not clearly documented, each customer is treated as taxable. In most jurisdictions, any claim for a refund of taxes paid must be directed to the taxing entity. (NOTE: Whether exempt from tax or not, each commercial customer in Washington, DC, must provide written affirmation of tax status so we may complete the contracting process.)

Please confirm the information on this form; please make any edits on the document or advise us of required changes so we can update the form. Should there be any questions or corrections, please contact our Contract Administration team, via email, WGL_contracts@wglenergy.com OR contact your Business Development Manager (BDM).

If your organization is exempt from sales tax, please submit your current, valid exemption certificate with this completed form along with the list of accounts covered by the certificate, indicating the applicable exemption rate for each account on the list. NOTE: If your property is 100% residential or you are exempt from sales tax by federal statute, no exemption certificate is required, but you must provide a written statement attesting to your status for each applicable account.

Incomplete tax exemption certificates and statements will result in taxes being charged.

<u>Company Legal Name:</u>	Sample Customer
Updated Name:	_____
<u>Contact For Questions Regarding Tax status:</u>	Lukas
Updated Contact Name:	_____
<u>Contact Email:</u>	please.fillin@qwe.com
Updated Contact Email:	_____
<u>Contact Phone:</u>	330-890-1233
Updated Contact Phone:	_____

We look forward to working with you. Should you have any questions, please contact your BDM.

**EXHIBIT A - CONFIRMATION
FIRM GAS**

THIS FIRM GAS CONFIRMATION is effective 4/19/2021 by and between WGL Energy Services, Inc. ("Seller") and Sample Customer ("Buyer") for the sale and delivery of Buyer's full requirements for all accounts listed on Attachment A, and is subject to the terms and conditions of the Sales Base Agreement executed by both parties. It is understood that Buyer has a Firm Delivery service Agreement with its LDC. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite Utility load profile and rate classification.

Buyer's Utility: Washington Gas **Transportation Rate Schedule(s):** Firm Delivery Point + Storage

All prices quoted are to the "Delivery Point", and include storage charges. The balancing charges, as provided on the website; <http://www.wglholdings.com/>, will be charged as a separate line item on Buyer's bill. All accounts will be billed based on Buyer's consumption with an adjustment for lost and unaccounted for gas and wet to dry conversion. Prices are subject to change prior to written confirmation by Seller.

Billing: Utility Billing

If during the effectiveness of this Confirmation, Buyer's utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Confirmation that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer.

Tax:

Buyer must provide to Seller a tax exempt certificate or other documented evidence of Buyer's tax exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

Holdover Process:

Unless Buyer and Seller agree to execute a new confirmation at a new, Fixed or Index Price, this Confirmation shall remain in effect on a month-to-month basis at a Monthly Variable Price for each subsequent month of delivery after the end of the initial Term of this Confirmation. Each Monthly Variable Price shall be the sum of the published Platts First of the Month Index Price plus an Adder. The Parties may cancel such holdover confirmation either by executing a new confirmation, or by Party providing the other with written notice of cancellation given on or before 31 days before the beginning of next delivery month.

If after this Confirmation is executed, any of Seller's Pipeline Costs or Utility Costs significantly increase from the costs that underlie the Price because (1) FERC issues an order or a FERC regulated pipeline revises its tariff, (2) a change in law is enacted, or (3) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff (together "Regulatory Changes"), then Seller may pass through such cost increases to Buyer by separate monthly charge and Seller shall provide Buyer with supporting documentation and calculation of any cost increase upon request.

Quoted rates do not include any cost increases related to Columbia Gas Transmission Rate Case RP20-1060. Any cost changes as a result of this rate case will be passed through to Buyer as a separate monthly amount. Seller shall provide Buyer with supporting documentation and calculation upon request.

Buyer Name: Sample Customer

DELIVERY PERIOD: The Delivery Period of this Confirmation shall be from December 01, 2021 to November 30, 2022 (12 months).

FIXED PRICE: \$0.00000/therm (\$0.0000/Dth) to the "Delivery Point"

This Confirmation is agreed to on the date first written above by:

Buyer's Signature: _____ **Title:** _____

Print Name: _____ **Tax Exempt:** Yes _____ No _____ **Date:** _____
Partial _____

Seller: WGL Energy Services, Inc.

By: _____ **Date:** _____
Clinton S. Zediak, Jr., Vice-President

Account Manager: Diane Ekonomou

Property Manager: Sample Customer

52860.226157.000: Sample Customer

Attachment "A": Account Information (1 account(s))

Account Data: All volumes measured in therm per day unless otherwise noted.

Account Manager: Diane Ekonomou Phone: 703-287-9494 Fax: 703-287-9401

Customer	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual therm
Sample Customer # 212335596565 (N) WGD Firm	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	36.5
Total	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	36.5

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
#52860.226157.000 Attachment A

Volume By LDC

LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Therms
WGD	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	36.5
Total	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	36.5

*The estimated volumes are the best natural gas usage estimates for the Buyer and represent the aggregation of all accounts being served under this confirmation.
#52860.226157.000 Attachment A



IMPORTANT - SALES TAX INFORMATION

WGL Energy Services is required to collect the applicable transaction taxes in certain jurisdictions.

It is very important that we correctly identify the tax status of each customer to complete the contracting process. If tax status is not clearly documented, each customer is treated as taxable. In most jurisdictions, any claim for a refund of taxes paid must be directed to the taxing entity. (NOTE: Whether exempt from tax or not, each commercial customer in Washington, DC, must provide written affirmation of tax status so we may complete the contracting process.)

Please confirm the information on this form; please make any edits on the document or advise us of required changes so we can update the form. Should there be any questions or corrections, please contact our Contract Administration team, via email, WGL_contracts@wglenergy.com OR contact your Business Development Manager (BDM).

If your organization is exempt from sales tax, please submit your current, valid exemption certificate with this completed form along with the list of accounts covered by the certificate, indicating the applicable exemption rate for each account on the list. NOTE: If your property is 100% residential or you are exempt from sales tax by federal statute, no exemption certificate is required, but you must provide a written statement attesting to your status for each applicable account.

Incomplete tax exemption certificates and statements will result in taxes being charged.

<u>Company Legal Name:</u>	Sample Customer
Updated Name:	_____
<u>Contact For Questions Regarding Tax status:</u>	Lukas
Updated Contact Name:	_____
<u>Contact Email:</u>	please.fillin@qwe.com
Updated Contact Email:	_____
<u>Contact Phone:</u>	330-890-1233
Updated Contact Phone:	_____

We look forward to working with you. Should you have any questions, please contact your BDM.

Exhibit 3

Dimitris Kapsis: Vice President Energy Management (Dimitris.Kapsis@RealPage.com)

Before joining RealPage with the purchase of AUM, Mr. Kapsis was Chief Energy Officer at AUM. Dimitris joined AUM in 2008 and was responsible for the creation and management of the Energy Solutions group. His leadership had allowed AUM to expand its offerings and become a leading national energy management services provider for the multi-family industry. The Energy Management Solutions Department performs energy management planning, facility utility auditing, energy commodity procurement, utility variance analysis, rate & tariff analysis, budgeting and benchmarking.

Prior to his role at AUM, Mr. Kapsis worked in the property Management industry and served as Director, Energy management for Archstone, a Denver-based property ownership and management firm. Dimitris has helped AUM grow into a national energy management services provider that offers energy management planning, facilities audits and energy procurement services. His skills will be utilized at RealPage Utility Management to build upon his success at AUM.

Dimitris is also active in the Association of Energy Engineers (AEE) and the American Society of Heating, Refrigerating and Air-Conditioning (ASHRE). He also holds several professional certifications, including Certified Energy Manager (CEM®) and Certified Energy Procurement Professional (CEP®).

Bob Ricobene: Director, Energy Management

Bob Ricobene joined RealPage in 2017 from AUM, bringing over 30 years of energy expertise and leadership. Before joining AUM, Bob served as Regional Vice President at Direct Energy and Pepco Energy Services, as well as in several leadership roles at Exelon Energy. He and his team of RealPage Energy Analysts deliver a wide range of energy solutions to the multifamily industry.

Tek Chung: Energy Procurement Account Manager (Tek.Chung@RealPage.com)

Tek was both a Channel Manager and Channel Partner Recruiter for AEP Energy. After spending over 3 years there, he spent a year leading sales and marketing for a broker, BKE Energy based out of Orland Park, IL. Now as the Energy Procurement Account Manager at RealPage, he will continue his sales and account management efforts working with both our suppliers and clients.

Exhibit 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 CN102924116-GAWX-20-21	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS: Dallas.Certs@marsh.com	FAX (A/C No.): (212) 948 0519
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Valley Forge Insurance Co	NAIC # 20508
	INSURER B : N/A	NAIC # N/A
	INSURER C : N/A	NAIC # N/A
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** HOU-003431866-14 **REVISION NUMBER:** 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6081607359	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Evidence of Insurance

CERTIFICATE HOLDER RealPage, inc. 2201 Lakeside Blvd. Richardson, TX 75082	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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