

Initial File #: L00006144900

Entity Type: LLC

GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



OFFICE OF THE
COMMISSION SECRETARY

VB

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this **CERTIFICATE OF GOOD STANDING** is hereby issued to

Deep Ellum Power & Gas Co., LLC

WE FURTHER CERTIFY that the qualified foreign entity is registered to do business in the District; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entity's registration has not been terminated. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 3/21/2019 3:24 PM

Business and Professional Licensing Administration



Patricia E. Grays

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: MBu17hvjv



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: March 18, 2019

Notice Number: L0003007016

DEEP ELLUM POWER & GAS CO., LLC
2540 ELM ST
DALLAS TX 75226-1420

FEIN: **-***9961
Customer ID: 00010-42084

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
Public Utility	410-001106168	Monthly	

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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St, Suite 750, Houston, Texas 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at customer@constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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

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

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

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

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General Terms and Conditions

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

"Peak" means the hours designated as peak from time to time by the UDC.

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

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

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including

any taxes enacted after the date we entered into this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

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

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended. Except for handwritten information entered prior to signature reflecting your legal entity name and contact information, the UDC account number, service address, supply term and price and any administrative information added by us, such as the "reference number" or "account representative" or "TPV code", the terms of any purchase order (PO) you send to us or any other alterations,

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

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ACCOUNT SCHEDULE:

For: _____

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

CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

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

No. of Service Accounts: ()

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

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

Payments to Certain Third- Parties:

You acknowledge and understand that:

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

You should direct any questions regarding such fee to your Broker

FOR INTERNAL USE ONLY

Reference Number: _____ | Account Representative: _____ | FORM: _____ | Page 7 of 7 | Printed: _____ |

©2018 Constellation Energy Resources, LLC. All rights reserved. Errors and omissions excepted. MM_Broker_Aug-30-2018

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

CONSTELLATION NEWENERGY, INC.

By:
Name:
Title:
Date:
Address: 1221 Lamar St. Suite 750
Houston, Texas 77010
Attention: Contracts Administration
Facsimile: (888) 829-8738
Telephone: (888) 635-0827

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Attention: _____

Facsimile: _____

Telephone: _____

Email Address: _____

FOR INTERNAL USE ONLY

Reference Number: _____ | Account Representative: _____ | FORM: _____ | Page 8 of 71 Printed: _____ |



Monthly Invoice

Statement Date: 06/07/2018

Customer Number: 600000-1

ABC Company - N01XXXXXXXXXXXX
120 SITE ST
SITE CITY, DC 20015-2066

Total Amount Due by 06/28/2018 **\$9,050.66**

Rate Plan: Fixed Price Solutions
Account ID: XXXXXXX
Utility Number: N01XXXXXXXXXXXX
Service Period: 5/4/2018 to 6/5/2018
Statement Number: 10000000004

Previous Balance: \$5,976.36
Payments Since Last Invoice: -\$5,976.36
Unpaid Balance: \$0.00
Late/Finance Charges: \$0.00
Credit/Adjustments: \$0.00
Total New Charges: \$9,050.66

HOW WE CALCULATED YOUR BILL

See reverse side for detailed description of charges ➡

Tax Charges

\$492.12

Market Charges

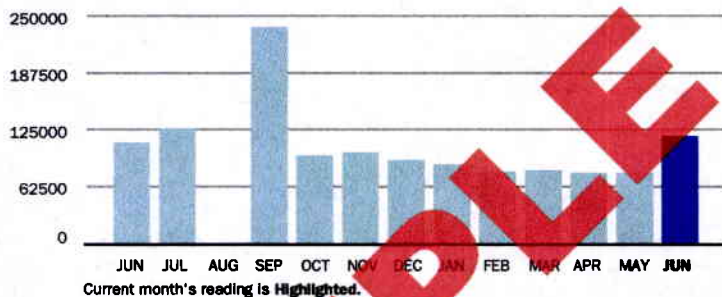
\$124.57

Total New Charges
\$9,050.66

Contract Charges

\$8,433.97

CONSUMPTION HISTORY



MONTHLY USAGE

Current Month **117,760** KWH

▲ **6.0%** from last year

Last Month
77,600
KWH

Last Year
110,720
KWH

You can also pay your bill online - go to Energy Manager at <https://energymanager.constellation.com> to get started. It's fast, simple and secure.
Detach stub and enclose with your payment in return envelope. Please write your statement number on your check. Thank you for your payment!

Statement Number: 10000000004

Customer Number: 600000-1



PO Box 4911
Houston, TX 77210-4911

ABC Company
ABC MAIN ST
BILLING CITY OH 43218-2397

Total Amount Due by 06/28/2018 **\$9,050.66**

AMOUNT
ENCLOSED

\$

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

181012381001001000000004300008270250009050668

HAVE A QUESTION OR EMERGENCY?

To Contact Your Local Utility
Utility Company
800-000-0000

Total Amount Due by 06/28/2018

\$9,050.66**For Customer Care Contact Constellation**

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

Meter Number:	SERVICE PERIOD START	SERVICE PERIOD END	USAGE
N01XXXXXXXXXX	05/04/2018	06/05/2018	117,760.000

DETAILED CHARGES

	Quantity	Rate	Amount
Contract Charges			
Energy-Fixed Price	117,760.00 KWH	\$0.0716200/KWH	\$8,433.97
Subtotal Contract Charges			\$8,433.97
Market Charges			
Balancing Congestion Charge	117,760.00 KWH	\$0.0000947/KWH	\$11.16
Transmission Price Adjustment	250.60 KW	\$0.4524700/KW	\$113.41
Subtotal Market Charges			\$124.57
Tax Charges			
Sales Tax	8,558.54	\$0.0575000	\$492.12
Subtotal Tax Charges			\$492.12
Total New Charges			\$9,050.66

Message Center

Thank you for your prompt payment. A finance charge of 1.5% per month may be assessed on all past due invoices.

Thank you for choosing Constellation as your electric supplier.

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

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

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

**Phone**

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

**ACH/WIRE**

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

Total Amount Due by 06/28/2018 **\$9,050.66**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In the event of a service interruption or electric emergency, please contact your utility directly at:
Utility Company 800-000-0000

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

SAMPLE INVOICE



SERVICE ADDRESS:
Utility Account Number:

BILLING PERIOD
Nov 13, 2018 to Dec 12, 2018

Page 1

BILL ACCOUNT NUMBER:
78134-76002

Pay This
Amount

AMOUNT DUE
\$34,336.70
DUE DATE:
January 6, 2019

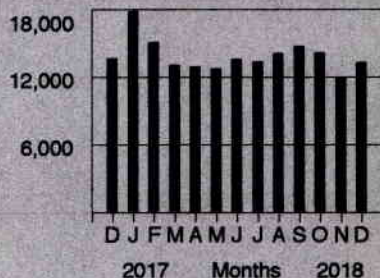
Questions about
Your Bill?

Phone
1-888-232-6206

Online Billing
myengiebilling.com

Email Us
custserv@na.engie.com

kWh - Average Per Day



Types of Meter Readings:

Actual ☒ Estimated ☐

This graph shows your electric use
over the last 13 months.

Average - Dec	2017	2018
kWh Per Day	13740	13,420
Yearly Use:	Total	Average
Jan 17 To	Use	Monthly
Dec 18	5116922	426410

ACCOUNT BALANCE AS OF DEC 17, 2018

Previous Balance	\$34,626.46
Payments Received - THANK YOU	-\$34,626.46
Balance Remaining	\$0.00
Current Charges	\$34,336.70
Total Amount Due	\$34,336.70

Summary of Current Charges

Total ENGIE Resources Energy Charges	\$32,393.11
Total Taxes	\$1,943.59
Total Current Charges	\$34,336.70

IMPORTANT MESSAGES

If you are transferring service to another electricity provider at the end of your contract term with ENGIE Resources, please be aware that your service with ENGIE Resources doesn't expire until the regularly scheduled utility meter read date that follows the last day of October 2019.

To pay electronically and other important information, see back ➡

Return this part to address below with a check payable to ENGIE Resources

Your Bill Account Number

78134-76002

January						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Due
Date

Pay This Amount

\$34,336.70

Amount Enclosed

--	--	--	--	--	--	--	--

EPIC VERMONT LLC
1110 VERMONT AVE NW
SUITE 100
WASHINGTON DC 20005

ENGIE Resources
P. O. Box 9001025
Louisville, KY 40290-1025

20 5200343367020034336705 7813476002

BILL ACCOUNT NUMBER

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 - Charges for electricity used during this period.

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.

Late Payment Charges - Typically 1.5% monthly charge on funds received after the due date.

KW (Kilowatt) - (1) A measure of demand for power during a preset time -- minutes, hours, days, months; (2) 1,000 watts --- Ten 100-watt light bulbs use one KW of electric power.

kWh (Kilowatt-hour) - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour.

Next Meter Read Date - Your next meter read date is approximately 30 days from the last day of the billing period.

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 District of Columbia Public Service Commission, 1333 H Street, NW Suite 200, West Tower, Washington, DC 20005, Phone:(202) 626-5100 Fax:(202) 393-1389

Corporate Headquarters: ENGIE Resources, 1990 Post Oak Blvd, Suite 1900 Houston, TX 77056-3831, **Internet:** www.ENGIEResources.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.
- * **License No.** 13472.



SERVICE ADDRESS:
Utility Account Number:

BILLING PERIOD
Nov 13, 2018 to Dec 12, 2018

Page 3

BILL ACCOUNT NUMBER:

Pay This
Amount

AMOUNT DUE
\$34,336.70
DUE DATE:
January 6, 2019

Questions about
Your Bill?

Phone
1-888-232-6206

Online Billing
myengiebilling.com

Email Us
custserv@na.engie.com

For power outages and other
electrical emergencies, call your
electric distribution company:
PEPCO-DC
202-872-2521
Utility Account Number:
0550217260907001794827

ACCOUNT BALANCE AS OF DEC 17, 2018

Previous Balance	\$34,626.46
Payments Received - THANK YOU	-\$34,626.46
Balance Remaining	\$0.00
Current Charges	\$34,336.70
Total Amount Due	\$34,336.70

Charges for Billing Period for Nov 13, 2018 - Dec 12, 2018

Energy Charges	
Energy 402600 kWh at \$0.07198 per kWh	28,979.15
Trans Tariff Change	
11/13 - 12/12 1,153.14kW @ \$0.00933 for 30 days	322.76
Reliability Must Run, Transmission Tag	
1153.14 kW @ \$0.0001 /kW for 30 days	3.46
FERC PJM Transmission Enhancement Settlement	2,137.92
FERC PJM Transmission Enhancement Settlement	949.82
Subtotal Energy Charges	32,393.11
Taxes	
Sales Tax	1,943.59
Subtotal Taxes	1,943.59
Total Energy Charges	\$34,336.70
Total Charges for this Billing Period	\$34,336.70

GENERAL INFORMATION

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 October 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.

MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 22 day of March 2019 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE") and **SOCIAL RESTAURANT GROUP LLC** ("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 (as defined in the Sales Confirmation), ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice for 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 Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data. 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, or (b) if Customer cancels a Sales Confirmation executed pursuant to this Agreement prior to the Sales Confirmation Start Date, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider during a Sales Confirmation Transaction Term; 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 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 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 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 agreements or representations affecting the same subject matter other than those herein. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions remain effective and enforceable to the extent permitted by law. All confidentiality and indemnity rights survive the termination. 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 under a bankruptcy, insolvency, reorganization or similar law, makes an assignment or any general arrangement for the benefit of creditors, becomes insolvent (however evidenced), or 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 (to whom the notice, payment or delivery is being sent to/received by) principal place of business.

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 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 credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance is collateral in the form of cash, letter of credit, corporate guaranty, or other security acceptable to requesting Party.

Utility Transfer Date is 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 NAME CONTACT NAME	BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources Inc. Attn: Retail	Please wire payments to: Mellon Bank
STREET ADDRESS:	2100 14TH STREET NW	2100 14TH STREET NW	1990 Post Oak Blvd.	Account Title: ENGIE Resources
CITY, STATE, ZIP:	WASHINGTON, DC, 20009	WASHINGTON, DC, 20009	Houston, TX 77056	Account Number: 8-086-282
PHONE #:			1-888-232-6206	ABA Number: 031000037
FAX #:			(713) 636-0927	For payment by check, please send to:
EMAIL:			custserv@na.engie.com	ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
	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: SOCIAL RESTAURANT GROUP LLC	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

**SALES CONFIRMATION
District Of Columbia
Fixed Price RTC**

This Sales Confirmation is entered on 3/22/2019 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and Social Restaurant Group Llc ("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 3/22/2019 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, service by ENGIE may continue hereunder following the End Date (the "Post-Term Period"). For service during the Post-Term Period, Customer shall pay an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus all non-utility charges, including ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy. Taxes and Utility Related Charges are additional and are separately listed in the Customer invoice.

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.

Addition or Deletion of Facilities. During the Transaction Term, upon advance written notice to ENGIE, Customer may request to add facilities to this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which consumption volumes, net of all current additions or deletions, is not more than 20% above or below Customer's initial monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded may, at ENGIE's sole discretion, be added at the Contract Price. If ENGIE does not offer to add such addition(s) at the Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge. If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE the Termination Payment within 20 days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

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 applicable 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.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

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: SOCIAL RESTAURANT GROUP LLC	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources	<u>Wire payments to:</u> Mellon Bank
STREET ADDRESS:	2100 14TH STREET NW	2100 14TH STREET NW	1990 Post Oak Blvd.	<u>Account Title:</u> ENGIE Resources
CITY, STATE, ZIP:	WASHINGTON, DC, 20009	WASHINGTON, DC, 20009	Houston, TX 77056	<u>Account No.</u> 8-086-282
PHONE #:			1-888-232-6206	<u>For payment by</u> <u>check, please</u>
FAX #:			(713) 636-0927	<u>send to:</u> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290- 1025
EMAIL:			custserv@na.engie.com	

*Required Information

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Customer: SOCIAL RESTAURANT GROUP LLC
 Effective Date: 03/22/2019
 Agreement #: EIK5UWX,1
 PR #: EIK5UWX,1

Exhibit 1 : Facilities and Accounts

Product Code: FP01-CP02D-CA01

Product: Fixed Price RTC

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	2100 14TH STREET NW	WASHINGTON, DC 20009-0009	UNKNO WN	PEPCODC	PEPCODC	0550204309427001458648	80	04/01/2019	03/31/2022

Contract Price (\$/KWh):	0.07885
Post Term Charge (\$/Kwh):	0.019

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Customer: SOCIAL RESTAURANT GROUP LLC
 Effective Date: 03/22/2019
 Agreement #: EIK5UWX,1
 PR #: EIK5UWX,1

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: PEPCODC

Month	Year	MWh
Apr	2019	23.65
May	2019	28.42
Jun	2019	30.32
Jul	2019	32.60
Aug	2019	31.29
Sep	2019	28.47
Oct	2019	24.79
Nov	2019	21.28
Dec	2019	22.61
Jan	2020	23.05
Feb	2020	21.78
Mar	2020	21.99
Apr	2020	23.65
May	2020	28.42
Jun	2020	30.32
Jul	2020	32.60
Aug	2020	31.29
Sep	2020	28.47
Oct	2020	24.79
Nov	2020	21.28
Dec	2020	22.61
Jan	2021	23.05
Feb	2021	21.78
Mar	2021	21.99
Apr	2021	23.65
May	2021	28.42
Jun	2021	30.32
Jul	2021	32.60
Aug	2021	31.29
Sep	2021	28.47
Oct	2021	24.79
Nov	2021	21.28

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Delivery Point: PEPCODC

Dec	2021	22.61
Jan	2022	23.05
Feb	2022	21.78
Mar	2022	21.99

Customer: SOCIAL RESTAURANT GROUP LLC
Effective Date: 03/22/2019
Agreement #: EIK5UWX.1
PR #: EIK5UWX.1

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: _____

Print Name: _____

☐ Customer, please check this box if your accounts are tax exempt.
If tax exempt, please send your tax exemption certificates to custserv@na.engage.com
We cannot apply the tax exemption until we receive your certificates.