



freepoint  
energy solutions

## MODE OF SALE INFORMATION SHEET

BY SIGNING BELOW, THE UNDERSIGNED HEREBY CERTIFIES ON BEHALF OF THE CUSTOMER SET FORTH BELOW THAT THE ELECTRICITY SUPPLY AGREEMENT ATTACHED HERETO HAS BEEN SOLICITED BY MAIL, TELEPHONE AND/OR OTHER ELECTRONIC MEANS.

CUSTOMER: Belmont Behavioral Hospital LLC

By: 

Name: Timothy Wolfgang

Title: CFO

Date: 7/31/20

Version PA\_03.25.2020



## CONTRACT SUMMARY

### Pennsylvania – Electricity Supply Agreement – Commercial Customers

<b>Electric Generation Supplier Information</b>	<p>Freepoint Energy Solutions LLC  3050 Post Oak Blvd., Suite 1330, Houston TX 77056  <a href="http://www.freepointsolutions.com">www.freepointsolutions.com</a>  Customer Service Toll Free Number: 1-800-982-1670  Customer Service Email: <a href="mailto:CustomerRelations@freepointsolutions.com">CustomerRelations@freepointsolutions.com</a>  Freepoint Energy Solutions LLC is responsible for the generation charges shown on your bill.</p> <p style="text-align: right;">License No. A-2018-3000029</p>
<b>Price Structure</b>	Fixed. <b>The price does not include gross receipts tax.</b> For Large Commercial Customers**, the generation/ supply price may be subject to change as described in Sections 7 and 8 hereof.
<b>Generation/ Supply Price</b>	\$0.05754/kWh during the Initial Term.
<b>Statement Regarding Savings</b>	Savings are not guaranteed.
<b>Deposit Requirements</b>	<p>If you are a Small Business Customer* and we are ever required to bill you directly, we may require a deposit from you.</p> <p>If you are a Large Commercial Customer** and your bills are not paid timely or we have reasonable grounds for insecurity with respect to your creditworthiness, we may require a deposit from you.</p>
<b>Incentives</b>	None.
<b>Contract Start Date</b>	Deliveries of electricity will start on the date set by EDC, during or after 8/1/2020. If you signed up more than one account, please refer to the dates in the Facility Attachment hereto.
<b>Contract Term/Length</b>	The Initial Term will end on the date set by the EDC, during or immediately following 8/1/2022. If you signed up more than one account, please refer to the dates in the Facility Attachment hereto.
<b>Cancellation/ Early Cancellation Fees</b>	Yes. The Cancellation Payment is calculated as the value of any remaining volumes of electricity that would have been delivered during the Initial Term of the contract (based on the difference between market prices and the contract price) and the costs incurred to liquidate or maintain any related hedge or trading positions. There is no Cancellation Payment if the Agreement is cancelled after the end of the Initial Term. Please refer to Section 10 hereof for details.
<b>Renewal Terms</b>	<p>If you are a Small Business Customer*, you will receive two advance written notices from us, first between 60 and 45 days prior to the expiration of your Initial Term and second at least 30 days prior to the expiration of your Initial Term. We will explain your options in these notices.</p> <p>If you are a Large Commercial Customer**, we may send you a Notice prior to the expiration of the Initial Term. If no action is taken, at the end of the Initial Term, the Agreement shall automatically continue on a month-to-month basis at a variable price as specified in Section 3 hereof, unless and until cancelled by either party after providing the other party with prior Notice. There is no Cancellation Payment if contract is cancelled after the end of the Initial Term.</p>
<b>Electric Distribution Company Information</b>	<p>Your EDC is responsible for your distribution charges as well as any emergencies or power outages.</p> <p><b>Philadelphia Electric and Gas Company:</b> Toll Free: 1-800-841-4141, Website: <a href="http://www.peco.com">www.peco.com</a></p> <p>If you signed up more than one account, the applicable EDC is specified in the Facility Attachment hereto and the applicable EDC contact information is specified in Section 22 hereof.</p>

\* "Small Business Customer" means a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

\*\* "Large Commercial Customer" means a customer who is not a residential customer or a Small Business Customer.

Version PA\_FP\_01.29.2019

Version PA\_FES\_Commercial Sales



## ELECTRICITY SUPPLY AGREEMENT

This coversheet (the "Coversheet") together with the Disclosure Statement, the Facility Attachment, the Contract Summary and any addenda hereto constitute the Electricity Supply Agreement (collectively, this "Agreement") entered into by and between Freepoint Energy Solutions LLC ("Seller" or "we") and the customer party identified below ("Customer" or "you"), effective as of the date this Agreement is executed by Seller (the "Effective Date").

### Customer Information:

<b>Customer Name:</b> <small>(legal entity name)</small>	Belmont Behavioral Hospital LLC <small>(Required)</small>	<b>DBA (if applicable):</b>	
<b>Customer Contact:</b>			
Name: Timothy Wolfgang <small>(Required)</small>		Title: CFO <small>(Required)</small>	
Phone: 2155819179 <small>(Required)</small>		Email: Timothy.Wolfgang@BelmontBehavioral.com Fax: <small>(Required)</small>	
<b>Address for Notices:</b>			
Street: 4200 Monument Rd <small>(Required)</small>	City: Philadelphia <small>(Required)</small>	State: PA <small>(Required)</small>	Zip: 19131 <small>(Required)</small>

### Electricity Supply Selection:

<b>Pricing:</b> <input checked="" type="checkbox"/> Fixed	<b>Price:</b> \$0.05754/kWh	<b>Cost Components Included in the Price (check if included):</b>				
		<input checked="" type="checkbox"/> Energy	<input checked="" type="checkbox"/> Capacity	<input checked="" type="checkbox"/> Transmission	<input checked="" type="checkbox"/> Ancillary Services	<input checked="" type="checkbox"/> Renewables
<b>Broker:</b> NRG Kiosk LLC						

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

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier and take whatever actions are required to switch all relevant electric accounts to Seller, including to initiate the enrollment of the Facility(ies) on or after the Effective Date and obtain information from the EDC that includes, but is not limited to: Customer's billing history, payment history, historical and expected electricity usage, meter-readings, and characteristics of electricity service.

If you are a Small Business Customer, you may cancel this Agreement at any time before midnight of the 3rd business day after receiving a copy of this Agreement. To do so, you may call us toll free 1-800-982-1670 from 8:00 AM to 5:00 PM Central Time or e-mail us at [CustomerRelations@freepointsolutions.com](mailto:CustomerRelations@freepointsolutions.com).

The undersigned represents that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to execute this Agreement and make decisions on behalf of Customer regarding its electricity supplier, and (iii) Customer is in agreement and will comply with all terms and conditions of this Agreement.

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

**CUSTOMER:** Belmont Behavioral Hospital LLC

Signature: *Timothy Wolfgang* Date: 7/24/10  
Name: Timothy Wolfgang  
Title: CFO

**FREEPOINT ENERGY SOLUTIONS LLC**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Quote No.: 172090-13

Version PA\_FP\_01.29.2019



## ELECTRICITY SUPPLY AGREEMENT Facility Attachment

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

Customer Name: Belmont Behavioral Hospital LLC

### Facilities

	EDC Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Bill Option**	PLC	NSPL	Tax Exempt %***
1	PECO	0433064058	4200 MONUMENT RD, PHILADELPHIA, PA 19131	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	142.68	150.34	
2	PECO	1004601200	FL 1ST4081 FORD RD, PHILADELPHIA, PA 19131	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	0.03	0.03	
3	PECO	1015601010	,, PA	08/19/2020	08/19/2022	Utility Consolidated - Bill Ready	547.65	577.05	
4	PECO	1314101903	4083 FORD RD, PHILADELPHIA, PA 19131	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	1.07	1.13	
5	PECO	1623698047	,, PA	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	1.07	1.13	
6	PECO	2552001301	4089 FORD RD, PHILADELPHIA, PA 19131	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	1.07	1.13	
7	PECO	2872200703	4230 MONUMENT RDCLINICS, PHILADELPHIA, PA 19131	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	0.99	1.04	
8	PECO	5679013056	TEMP #14200 MONUMENT RD, PHILADELPHIA, PA 19131	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	45.01	47.43	
9	PECO	8427901203	4230 MONUMENT RDBL C- D, PHILADELPHIA, PA 19131	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	6.84	7.21	
10	PECO	8435200801	4087 FORD RDHSE HTR, PHILADELPHIA, PA 19131	08/24/2020	08/24/2022	Utility Consolidated - Bill Ready	0.01	0.01	

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

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

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

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

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

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

### Forecasted Volume

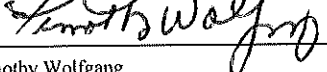
Month	Summary Forecasted Volume (kWh)
8/2020	124,566.84
9/2020	303,492.22
10/2020	215,282.49
11/2020	212,081.94



12/2020	221,422.61
1/2021	217,818.18
2/2021	191,138.83
3/2021	204,855.18
4/2021	173,055.19
5/2021	257,296.24
6/2021	324,428.51
7/2021	396,921.90
8/2021	354,329.99
9/2021	302,282.05
10/2021	211,912.90
11/2021	213,534.22
12/2021	220,279.11
1/2022	218,828.74
2/2022	191,744.39
3/2022	216,281.75
4/2022	173,748.16
5/2022	227,384.79
6/2022	315,392.64
7/2022	390,719.61
8/2022	235,135.71
Total	6,113,934.18

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

CUSTOMER: Belmont Behavioral Hospital LLC

Signature:  Date: 7/31/20  
Name: Timothy Wolfgang  
Title: CFO

FREEPOINT ENERGY SOLUTIONS LLC

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Quote No.: 172090-13

Version PA\_FP\_01.29.2019

## ELECTRICITY SUPPLY AGREEMENT DISCLOSURE STATEMENT

1. **Overview.**

This Disclosure Statement supplements and forms a part of the Agreement between Seller and Customer. Seller agrees to sell and Customer agrees to buy the quantity of electricity supply meeting Customer's full requirements at each Facility specified on the Facility Attachment. Seller will arrange for the delivery of electricity by the relevant EDC to each Facility. The EDC will then deliver or distribute the electricity to each Facility.

Seller is licensed by the Commission as an electric generation supplier to offer and supply electric generation services in Pennsylvania under license no. A-20162575063. Generation prices and charges are set by Seller. The Commission regulates distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates transmission prices and services.

2. **Term.**

Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or after the Estimated Start Date. However, Customer acknowledges that (i) the Service Start Date is dependent upon the relevant EDC confirming to Seller that it has completed all required enrollment processes and (ii) if the enrollment is completed by the EDC after the Estimated Start Date, Seller will not incur any liability for such delayed start. The initial term of this Agreement will run from the Service Start Date through the Service End Date (the "Initial Term"), unless earlier cancelled as provided herein.

3. **Renewal.**

If you are a Small Business Customer and have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

If you are Large Business Customer, we may send you a Notice prior to the expiration of the Initial Term.

At the end of the Initial Term, if no action is taken, the Agreement shall automatically continue on a month-to-month basis at a variable price as specified in Section 4 below, unless and until cancelled by either Party after providing the other Party with prior Notice. There is no Cancellation Payment if the Agreement is cancelled after the end of the Initial Term.

4. **Customer Charges.**

If you are a Small Business Customer, for each billing cycle during the term, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges and (ii) all applicable Taxes (collectively, the "Seller Charges"). The Price includes the Cost Components indicated on the Coversheet, Generation Charges and Transmission Charges (if not already included in the Cost Components).

If you are a Large Commercial Customer, for each billing cycle during the term, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges, (ii) the amount assessed by Seller for any Cost Components for such billing cycle that are not indicated on the Coversheet as being included in the Price for such Facility, (iii) all applicable Taxes and (iv) any costs and charges assessed pursuant to Sections 7 or 8 hereof (collectively, the "Seller Charges").

The Price excludes the Distribution Charges and other costs and fees for services provided by the EDC (the "EDC Charges"). The Price also excludes all applicable Taxes (including the gross receipts tax).

After the expiration of the Initial Term, the Price per kWh will be variable as determined by Seller based on various factors, including competitors' prices, applicable industry charges, wholesale market conditions, electricity supply sources plus a margin and may change monthly. This list of factors is not exhaustive and no single factor will determine the rate. Some factors must be estimated or projected. The factors considered by the Seller may be weighed differently each month. The variable rate may not correlate with changes in the wholesale market prices or your local EDC prices. The variable rate may be higher than your local EDC or other supplier rates. There is no limit on how much the variable price may change from one billing cycle to the next. If Customer is a Small Business Customer, Customer can obtain next month's variable price by contacting Seller using the contact information in Section 22.

5. **Billing and Payment.**

With respect to each Facility, Customer may receive one consolidated bill from the relevant EDC each bill cycle for both the EDC Charges and the applicable Seller Charges (the "Utility Consolidated Billing" or "UCB") and the bill will be sent to the billing address on file with the Utility.



In such case, Customer agrees to remit payment for all amounts reflected on such invoice directly to the EDC in accordance with the EDC's payment terms.

Alternatively, if the EDC does not provide consolidated billing or the Parties agree to dual billing, Customer will, each bill cycle, receive one bill from the EDC for the EDC Charges (payable to the EDC) and a second bill from Seller for the applicable Seller Charges (payable to Seller) (the "Dual Billing"). In such case, Customer agrees to remit payment of all amounts reflected on Seller's invoice directly to Seller no later than 20 (twenty) days from the date of billing. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. All invoices will include amounts for applicable Taxes.

Depending on the bill format, charges assessed to Large Commercial Customers pursuant to Sections 7 or 8 hereof may appear on Customer's bill as a line item or Price adjustment. Regardless of billing method, invoices may cover multiple Facilities where applicable.

Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "Interest Rate"). Seller will charge a \$35 return check fee for all returned checks. Seller is not responsible for notifying Customer of any failed or returned payments.

Seller may apply any credit balance on a particular Facility to a balance owed on any other Facility supplied by Seller. Seller will include or cause to be included in any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions.

If Customer disputes the Seller Charges on any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Customer will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in enforcing the terms of this Agreement.

6. **Taxes.**

Customer shall pay all applicable Taxes associated with sales under, and/or performance of, this Agreement. **The Price does not include gross receipts tax or applicable state and local sales Taxes.** Seller may collect Taxes from Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and each relevant EDC. Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or properly and accurately complete any such evidence.

7. **Change in Usage.**

Customer shall provide Seller with timely Notice of any change in the attributes or use of any Facility (including any event) that is likely to result in a load change of 25% or more as compared to the Forecasted Volume (a "Change in Usage"). Examples of such changes may include equipment outages, shutdowns or replacements, on-site generation, openings or closings, and/or changes in operating hours. A Large Commercial Customer shall be responsible for payment of any additional costs and/or losses incurred by Seller resulting from such Change in Usage.

8. **Regulatory Change.**

If there is a Regulatory Change which causes Seller to incur new or modified fees, costs or charges Seller reserves the right to pass through the fees, costs or charges associated with the Regulatory Change to a Large Commercial Customer without markup. For the avoidance of doubt, the Parties agree that a change in the rate classification of a Facility will be deemed a Regulatory Change. The changes described in this Section may impact any or all of the charges described in this Agreement, whether described as "fixed," "variable," "included," "passed through" or otherwise.

9. **Early Cancellation.**

If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to (i) designate an early cancellation date (the "Early Cancellation Date") to accelerate all amounts owing between the Parties and to liquidate and cancel any or all Transactions (each, a "Cancelled Transaction"), (ii) withhold any payments due to Customer and/or (iii) suspend performance of its obligations under this Agreement. Seller shall give prior Notice to Customer if required by the applicable Law. In addition to the other remedies specified herein, upon the occurrence of an Event of Default with respect to Customer, Seller shall be permitted to switch Customer to receive Default Service at each Facility. Seller's sales of electricity supply to Customer at each Facility shall be treated as separate transactions (each, a "Transaction") under this Agreement. Subject to Seller's rights and remedies hereunder (including those described in Section 10 below), Customer may cancel this Agreement by giving 30-day prior Notice to Seller (unless a different notice period is required by the applicable Law) and shall pay any amounts owed hereunder in connection with such cancellation and for the electricity supplied up to the effective date of cancellation.

10. **Penalties and Fees.**

On an Early Cancellation Date, Seller shall close out each Cancelled Transaction so that each such Cancelled Transaction is terminated and shall calculate and aggregate the Cancellation Payment for all Cancelled Transactions. The Parties agree that a Cancelled Transaction will become effective after the Facility drop has been processed by the applicable Utility and the Facility is no longer supplied under the Agreement and, in case there are multiple Cancelled Transactions, the effective cancellation date will be whichever occurs last (the "**Effective Cancellation Date**"). In determining the Cancellation Payment, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Volume or any other Customer-related information it deems relevant to determine the quantity of electricity to be purchased by Customer for the remaining term of any Cancelled Transactions, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates, all adjusted for the remainder of the applicable term and basis differentials.

Customer shall pay the Cancellation Payment to Seller within three (3) Business Days of Customer's receipt of Notice of the amount thereof from Seller, provided that Seller may set off the amount of any Collateral provided by Customer and held by it under this Agreement against the amount of the Cancellation Payment. Irrespective of whether a Cancellation Payment is owed hereunder, Customer shall pay to Seller the Seller Charges incurred up to the Effective Cancellation Date. Seller will refund any Collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and stipulates that the payment obligations set forth herein are difficult to estimate and represent a reasonable approximation of the anticipated harm or loss to Seller as a result of an Event of Default with respect to Customer.

11. **Credit.**

If, at any time during the term of this Agreement, Seller determines that (a) Customer has failed to timely pay any amounts due under this Agreement, or (b) Seller has reasonable grounds for insecurity with respect to Customer's creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under this Agreement. Customer hereby grants to Seller, as security for the payment and performance of Customer's obligations under this Agreement, a first priority continuing lien and security interest in and to any Collateral (and proceeds and products thereof) that Customer has or may deliver to Seller. When making a request for Collateral, Seller shall comply with its license requirements (if applicable) and any other deposit requirements required by the Commission. Any Collateral provided by Customer will be held as required by the applicable Law.

12. **Limitation of Liability; Disclaimer of Warranties; Indemnity.**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES' LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR REPRESENTATIONS ABOUT GUARANTEED SAVINGS. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER. CUSTOMER HEREBY WAIVES TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAW ITS RIGHTS UNDER ALL LAWS, RULES, REGULATIONS AND ORDERS PERTAINING TO RETAIL ELECTRICITY SUPPLY, INCLUDING RIGHTS RELATED CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, SPANISH LANGUAGE, RECORD KEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES.

13. **Governing Law.**

This Agreement and the rights and duties of the Parties under this Agreement are governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.



14. **Assignment.**

Customer may not assign this Agreement or any of its rights or obligations hereunder without Seller's prior written consent which shall not be unreasonably withheld. Seller may assign this Agreement and its rights and obligations hereunder upon Notice to Customer. Any assignee hereof shall be subject to all the provisions and conditions of this Agreement as applicable to its assignor to the same extent as though such assignee were an original Party to this Agreement. If this Agreement is assigned, its terms and conditions will remain the same, unless otherwise agreed in a signed writing by the Parties. 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.

15. **Force Majeure.**

Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any obligation under this Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more where Customer is the declaring Party, then Seller may cancel this Agreement with respect to the Facilities adversely affected by the Force Majeure upon 15 days' prior Notice to Customer. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided hereunder at a greater price, and the ability of Customer to purchase the products and services provided hereunder for a lower price, than the price specified herein shall not constitute an event of Force Majeure. Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant EDC.

16. **Representations.**

Each Party represents and warrants to the other Party that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) it has the power and authority to sign and perform this Agreement and, with respect to Customer only, to bind each Facility to the terms and conditions of this Agreement; (iii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (iv) it intends to be legally bound by this Agreement and has caused the Agreement to be executed by its duly authorized officer or representative as of the date shown on the Coversheet; (v) it is not Bankrupt; (vi) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement; and (vii) all information provided by it to the other Party is true, correct and complete in all material respects. In connection with the negotiation and execution of this Agreement, Customer represents and warrants to Seller that: (a) Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with this Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Agreement or any addenda hereto; (d) if the meter of any Facility has a residential rate classification, such meter is incidental to the sale of electricity to the other Facilities hereunder; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective; (f) it is entering this Agreement as principal and not as agent for any other party and (g) it is not a residential customer and is either a Small Business Customer or Large Commercial Customer.

17. **Confidentiality.**

Customer agrees to keep all terms and provisions of this Agreement, and all communications in connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, except as otherwise required by Law or judicial process. Customer hereby authorizes Seller to obtain from the EDC account-related information, including its account name, account number, billing address, service address, billing and payment history, standard offer service type, rate classification, historical usage information (including historical interval meter data) and peak electricity demand. Seller may disclose any account, customer or contract-related information (i) to the EDC, (ii) to a third party energy consultant, broker or third party service provider who has provided services to Seller in connection with this Agreement, Seller's affiliates or prospective purchasers of all or part of its business, all of which have agreed to keep such information confidential, or (iv) as required by Law or judicial process.

18. **Notices.**

Unless otherwise required by Law, the Parties will send notices relating to this Agreement in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "Notice"), provided that Seller may communicate or inquire about operational decisions by telephone. The Notices shall be delivered, with respect to Customer, to the address specified on the Coversheet. Customer agrees to inform Seller if any of the contact information provided on the Coversheet changes. The Notices shall be delivered, with respect to Seller, as specified in the "Contact Information" Section below.

Notice by electronic mail or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day



after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

19. **Acknowledgements.**

Each Party agrees, understands and acknowledges that: (a) this Agreement is a "forward contract" and a "master netting agreement" as defined in the United States Bankruptcy Code (the "Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of a commodity; (c) Seller is not a "utility" as defined in the Code; (d) commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Customer's EDC; and (e) Customer's EDC, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.

20. **Conversion Option.**

At any time during the Initial Term (but not more frequently than once during any six-month period), Customer may request Seller to provide new price quotes for its full electricity supply requirements or a part thereof, for the remaining Initial Term, a part thereof or an extended term (the "Conversion Option"). Seller shall endeavor to provide Customer non-binding quotes for the Conversion Option, provided that Seller does not guarantee staff availability for execution of any Conversion Option at a specific price or for a specific term, and provided further that Seller shall not be liable for failure to provide price quotes or execute any specific addendum therefor. No agreement for a Conversion Option will be deemed to exist between the Parties unless and until an addendum to this Agreement or superseding electricity supply agreement is executed and delivered by the Parties. For the avoidance of doubt, the Parties agree that if no such addendum or superseding agreement is entered into by the Parties, the Parties' respective rights and obligations will remain governed by and subject to the terms and conditions of this Agreement.

21. **Additional Special Provisions for Small Business Customers.**

- (a) Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request by Small Business Customers.
- (b) If the Price is not fixed and is based on an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the index has occurred, then Seller will use a commercially reasonable replacement price that is calculated by the Seller. Seller makes no representations about guaranteed savings.
- (c) If Small Business Customer needs historical variable price information, it may obtain the average monthly billed rates for the previous 24 months (or for the months available to date) for Small Business Customers with the same rate class and located in the same EDC service territory who have received service on a variable rate by calling or e-mailing Seller at the telephone number or e-mail address set forth below. Historical rates are not indicative of present or future rates.
- (d) In the event there is a Regulatory Change or a Change in Usage and as a result of such change we incur additional costs, losses and/or expenses in performing our obligations under this Agreement or whenever we propose to change the terms of service in any type of contract, we will treat this as a contract change and you will receive two separate written notices that precede the effective date of the proposed changes. The first of these notices will occur between 60-45 days prior to the effective date of the proposed contract change, the second of these notices will occur at least 30 days prior to the effective date of the proposed contract change. If, after receipt of the notices, you affirmatively consent to the proposed changes, this Agreement will continue with the changed terms incorporated into it. If you take no action before the deadline set forth in the notices, we will cancel the Agreement and the affected Facilities will be switched to the Default Service provided by the applicable EDC. You will not be charged a penalty or early cancellation fee in connection with such cancellation but you will be responsible for any unpaid Seller Charges incurred prior to the cancellation of the Agreement.

22. **Contact Information.**

In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer Service as follows:

**Freepoint Energy Solutions LLC**

**3050 Post Oak Blvd, Suite 1330**

**Houston, TX 77056**

**Attention: Freepoint Retail Operations**

**Our website: [www.freepointsolutions.com](http://www.freepointsolutions.com)**

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

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

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

**Customer Service Email: [CustomerRelations@freepointsolutions.com](mailto:CustomerRelations@freepointsolutions.com)**

If your complaint is not resolved after you have called Seller and/or your electric EDC, Customer may contact the Commission for further assistance at 1-800-692-7380 (toll free), at 400 North Street, Keystone Building, Harrisburg PA 17120 or at [www.puc.pa.gov](http://www.puc.pa.gov).

In case of emergency, including a power outage, please contact your EDC at the contact information set forth below. Your EDC is specified in the Contract Summary. If you have multiple Facility(ies), the applicable EDC for each Facility is specified in the Facility Attachment hereto.

**Duquesne Light Company:**

**411 Seventh Avenue (6-1), Pittsburgh, PA 15219**

**Metropolitan Edison Company:**

**76 S Main Street, Akron, OH 44308**



Toll free phone number: 1- 888-393-7100  
EDC website: [www.duquesnelight.com](http://www.duquesnelight.com)  
Universal Service – Customer Assistance Program:  
Toll free phone number: 888-393-7600

**Pennsylvania Electric Company:**  
76 S Main Street, Akron, OH 44308  
Toll free phone number: 1-800-545-774  
EDC website: [www.firstenergycorp.com/penelec](http://www.firstenergycorp.com/penelec)  
Universal Service – Customer Assistance Program:  
Toll free phone number: 800-962-4848

**Philadelphia Electric and Gas Company:**  
2301 Market Street, Philadelphia, PA 19103  
Toll free phone number: 1-800-841-4141  
EDC website: [www.peco.com](http://www.peco.com)  
Universal Service – Customer Assistance Program:  
Toll free phone number: 800-744-7040

**West Penn Power:**  
76 S Main Street, Akron, OH 44308  
Toll free phone number: 1-800-255-3443  
EDC website: [www.firstenergycorp.com/west\\_penn\\_power](http://www.firstenergycorp.com/west_penn_power)  
Universal Service – Customer Assistance Program:  
Toll free phone number: 800-207-1250

Toll free phone number: 1-800-545-774  
EDC website: [www.firstenergycorp.com/met\\_edison](http://www.firstenergycorp.com/met_edison)  
Universal Service – Customer Assistance Program:  
Toll free phone number: 800-962-4848

**Pennsylvania Power Company:**  
76 S Main Street, Akron, OH 44308  
Toll free phone number: 1-800-720-3600  
EDC website: [www.firstenergycorp.com/penn\\_power](http://www.firstenergycorp.com/penn_power)  
Universal Service – Customer Assistance Program:  
Toll free phone number: 800-720-3600

**PPL Electric Utilities:**  
827 Hausman Road, Allentown, PA 18104-9392  
Toll free phone number: 1-800-342-5775  
EDC website: [www.pplelectric.com](http://www.pplelectric.com)  
Universal Service – Customer Assistance Program:  
Toll free phone number: 800-358-6623

Your EDC may have programs available to customers who are on a limited or fixed income to assist with EDC bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's assistance program, if any can be obtained by contacting your EDC at the number listed above.

23. **Miscellaneous.**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement. Sections 5, 6, 10, 12, 13, 17, 18 and 23 hereof and all provisions in this Agreement regarding payments and indemnification shall survive the cancellation or expiration hereof until the expiration of the applicable statute of limitations. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same Agreement. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized representative of such other Party. Title and risk of loss to electricity will pass from Seller to Customer at the relevant Delivery Point(s). Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a third party, and all third party beneficiary rights are expressly negated.

Customer agrees that compensation owed to any third party representing Customer in connection with this Agreement may be included in the Price and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by any such third party (including for amounts owed to any such third party that are not included in the Price) and any costs incurred by Seller with respect to such Claims (including legal fees and disbursements). Any provision or section hereof declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations that arise under this Agreement. Except as otherwise provided in this Agreement, the rights, powers, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise). No waiver by Seller of any breach of this Agreement by Customer is effective unless expressly made in writing, and any such waiver is effective only in that instance and only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach. As used in this Agreement, the term "including" means "including without limitation." Any fee, charge, Cost Component or cost that is expressed in \$ per MWh may be converted to \$ per kWh for purposes of billing or any other calculation made hereunder.

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

#### 24. **Definitions.**

As used in this Agreement, the following terms have the stated meanings; provided, that capitalized terms in this Agreement not defined in this Section will have the meaning ascribed thereto elsewhere in this Agreement (all definitions apply to singular and plural forms):

- a. **"Administrative Fee"** means a fee charged by Seller for the electricity supply provided under this Agreement.
- b. **"Ancillary Services"** means those applicable ancillary services required to facilitate delivery of Energy as set forth in the applicable ISO Open Access Transmission Tariff.
- c. **"Bankrupt"** means with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
- d. **"Business Day"** means any day other than a Saturday, a Sunday or a day on which commercial banking institutions are authorized or required by Law to be closed.
- e. **"Cancellation Payment"** means, with respect to a Cancelled Transaction, (i) the Early Cancellation Amount (if any) plus (ii) all of Seller's Costs.
- f. **"Capacity"** means the unforced capacity obligations as specified in the PJM Reliability Assurance Agreement.
- g. **"Commodity Charges"** means a portion of Customer's electricity bill for each Facility which shall be equal to Customer's Energy Usage at such Facility multiplied by the applicable Price, unless otherwise specified in any addenda hereto.
- h. **"Claim"** means all claims, demands, suits or actions of every name and nature, threatened or filed before or after this Agreement is cancelled, both at law and in equity, and whether groundless, false, or fraudulent, that directly or indirectly relate to the subject matter of an indemnity contained in this Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys' fees and expenses and court costs) however incurred.
- i. **"Commission"** means Pennsylvania Public Utility Commission.
- j. **"Collateral"** means, with respect to a Party, cash margin, letter of credit or other credit support or collateral provided to secure such Party's obligations under this Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral.
- k. **"Contract Value"** means with respect to each Cancelled Transaction, as of the Early Cancellation Date, the product of (a) the Price, and (b) the Remaining Usage (as reasonably determined by Seller based on its present value).
- l. **"Costs"** means, and shall include (at the election of Seller but without duplication), any brokerage fees, commissions and other transactional and/or administrative costs, losses and expenses incurred by Seller as a result of Seller's maintaining and/or liquidating any hedges or other risk management contracts and/or entering into new arrangements to replace the Cancelled Transactions, and any out-of-pocket expenses incurred by it, including attorneys' fees and expenses, by reason of the enforcement and protection of its rights under this Agreement or any Cancelled Transaction.
- m. **"Cost Component"** means the relevant electricity supply costs stated on the Coversheet or any addenda hereto which may be included in the Price as indicated on the Coversheet or any addenda hereto.
- n. **"Default Service"** means the generation services that are typically provided by the electric utility to those who do not choose another electric generation supplier, are unable to find an electric generation supplier willing to serve them, or no longer receive generation services from another electric generation supplier.
- o. **"Delivery Point"** means the load zone associated with each Facility.
- p. **"Distribution Charges"** means part of the basic service charges on every customer's bill for delivering electricity from the EDC to your home or business. The distribution charge is regulated by the Commission. This charge will vary according to how much electricity you use.
- q. **"Early Cancellation Amount"** means, with respect to a Cancelled Transaction, the positive value (if any) resulting from the Contract Value less the Market Value, as reasonably determined by Seller and discounted to present value as of the Early Cancellation Date.
- r. **"EDC" or "Electric Distribution Company"** means the public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the Public Utility Commission. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.
- s. **"Energy"** means the electrical energy at a specific ISO load zone, calculated based on costs that will include the LMP.
- t. **"Energy Usage"** means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period or as reasonably estimated by Seller, plus the applicable line losses.
- u. **"Estimated Start Date"** means the date set by the EDC, during or after the mm/yyyy specified on the Facility Attachment.
- v. **"Event of Default"** means: (a) the failure of a Party to make timely payments of any amounts due under this Agreement or a Party becomes Bankrupt; (b) any representation or warranty made by a Party in this Agreement proves to be false or misleading when made or repeated; (c) a Party fails to perform its obligations hereunder and (to the extent not excused by Force Majeure) such failure is not cured within five (5) days of

receiving the other Party's Notice thereof; or (d) with respect to Customer only, (A) the failure by Customer to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in this Agreement (including having one or more Facilities disconnected from EDC service by any EDC); (B) one or more Facilities fail to enroll; (C) Customer fails to provide Collateral in accordance with Section 11 within two (2) Business Days of receiving Seller's written demand therefor; or (D) a Transfer Event occurs with respect to Customer.

- w. **"Facility"** means each electric account meter located at each service address specified to receive electricity supply pursuant to this Agreement, as set forth on the Facility Attachment.
- x. **"Force Majeure"** means an event (a) not within the reasonable control of the Party, (b) not caused by the negligence of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, the claiming Party is unable to overcome or for which the claiming Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes: an event of Force Majeure affecting any relevant EDC or ISO; a suspension, curtailment, or service interruption by the EDC or ISO; or a cyber incident affecting network security or computer systems, applications or data, including but not limited to hacker and/or denial of service attacks and propagation of malicious code affecting the claiming Party, the EDC or the ISO.
- y. **"Forecasted Volume"** means the Customer's expected kWh electricity consumption for each month of the Initial Term as set forth on any Facility Attachment or addenda hereto or as reasonably determined by Seller based on historical usage information.
- z. **"Generation Charges"** means the charges for producing electricity. Generation service is competitively priced and is not regulated by the Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.
- aa. **"ISO"** means the applicable independent system operator.
- bb. **"Large Commercial Customer"** means a customer who is not a residential customer or a Small Business Customer.
- cc. **"Law"** means any constitution, law, statute, regulation, rule, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- dd. **"LMP"** means the real time locational marginal price for the Facility's applicable load zone, which is published by PJM for each settlement interval and expressed in \$/MWh, provided that the LMP may be converted to \$/kWh for billing purposes.
- ee. **"Market Value"** means with respect to each Cancelled Transaction, as of the Early Cancellation Date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such Remaining Usage is commercially available to Seller (all, with respect to (i) and (ii), as reasonably determined by Seller based on their present value).
- ff. **"NSPL"** means the Facility's Network Service Peak Load as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable EDC (if no value is included in the Facility Attachment).
- gg. **"Party"** or **"Parties"** means Seller and/or Customer, individually or together, as the case may be.
- hh. **"PJM"** means PJM Interconnection L.L.C., the regional transmission organization.
- ii. **"PLC"** means the Facility's Peak Load Contribution as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable EDC (if no value is included in the Facility Attachment).
- jj. **"Price"** means, during the Initial Term, the unit price specified on the Coversheet or any addenda hereto, and after expiration of the Initial Term, the market based price determined by Seller in accordance with Section 4 hereof. The Price may be higher or lower than the EDC's price to compare, therefore savings are not guaranteed by the Seller.
- kk. **"Regulatory Change"** means the introduction of any new, or any change in, Law, rates, charges, Capacity obligations, PLC or NSPL determinants, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, renewable portfolio standards or other renewable energy requirements, EDC or ISO/RTO operations, market structure, congestion zone design, EDC tariffs and/or ISO/RTO rules or protocols.
- ll. **"Remaining Usage"** means the electricity supply which would have been provided by Seller under each Cancelled Transaction during the remaining term of this Agreement had the Agreement not been cancelled, as reasonably determined by Seller.
- mm. **"Renewables"** means the mix of Renewable Energy sources required by Law (to meet renewable portfolio, renewable electricity and similar standards or requirements) in the state and other jurisdictions in which each Facility is located.
- nn. **"Renewable Energy"** means the resources used to generate electricity that are replaced naturally, or by mankind's contribution (municipal solid waste incineration and landfill methane). Renewable energy may include fuels and technologies such as solar photovoltaic energy, solar thermal energy, wind power, low head hydropower, geothermal energy, landfill and mine based methane gas, energy from waste and sustainable biomass energy
- oo. **"Service End Date"** means, with respect to each Facility, the date set by the EDC occurring during or immediately after the month specified on the Facility Attachment.
- pp. **"Service Start Date"** means, with respect to each Facility, the date when the applicable EDC has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- qq. **"Small Business Customer"** means a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.
- rr. **"Taxes"** means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including sales, consumption, or commercial activity tax.
- ss. **"Transfer Event"** means, with respect to Customer: (A) Customer merges or otherwise consolidates with another entity and the creditworthiness of the merged or consolidated entity (as reasonably determined by Seller) is either (i) inferior to Customer's or (ii) equal to or greater than Customer's but such entity fails to assume in writing all of Customer's obligations under this Agreement; (B) a majority of the direct



or indirect ownership interests in Customer is sold, transferred or assigned and such new owner seeks to cancel or repudiate Agreement other than in accordance with the terms hereof; or (C) Customer sells all or substantially all of its assets to another person.

- tt. **"Transmission"** means network transmission service and enhancement defined in the applicable ISO Open Access Transmission Tariff.
- uu. **"Transmission Charges"** means the cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. FERC regulates transmission prices and services. This charge will vary with your source of supply.
- vv. **"TPV"** means a Seller approved and third party verified recording.

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