



Direct Energy Business Marketing, LLC
 d/b/a Direct Energy Business
 194 Wood Avenue South, Second Floor, Iselin, NJ
 08830 1.888.925.9115
www.directenergy.com

Date: 08/12/2022
Time: 11:31 AM
Proposal ID: 68442655
Marketer Name: Kopala, Jeffrey

CUSTOMER INFORMATION

Customer Name: RPM Development

☒

New

☐

Renew

Contact Name: HOWARD BARASH

Billing Contact:

Address: 77 Park St. MONTCLAIR, NJ 07042

Billing Address:

Telephone: (973) 744-5410 Fax:

Telephone:

Fax:

Email:

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement (CMA) between Buyer and Seller dated August 11, 2022 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

SERVICE LOCATIONS

(Additional pages may be attached if necessary)

Service Address	Utility Account Number	Rate
2981 yorkshop SQ HSE MTR	PG000007937684484731	GSG
1201 Yorkshop SQHSE	PG000007937687781494	GSG
144 BROAD ST	PG000008241225597135	GSG
351 6th AVE W	PG000008289158127807	GSG
97 MYRTLE AVE	PG000008498742931824	GSG
354 Park Ave	PG000008531642005809	GSG
50 BOSTWICK AVE	PG000008741425631824	GSG
194 N 13th St	PG000008774722681065	GSG
490 4th Ave HSE MTR	PG000008864631083030	LVG
1676 ALABAMA RD BLG10	PG000008907399307153	LVG
312 N Day St	PG000008994821063609	GSG
284 N Day St Unit hse	PG000009237928863595	GSG
22N 9th st	PG000009260961927807	GSG
176 Avon Ave Unit Hse	PG000009409635148032	GSG
138 BROAD ST	PG000009456504197135	GSG
302-16 16TH AVE	PG000009480719510455	GSG
105-111 N 9th ST	PG000009504871627670	GSG
95 S ESSEX VE	PG000009505545533759	GSG
113 N 13TH ST COM ROOM	PG000009747611381028	GSG
85 S ESSEX AVE	PG000009748642778892	GSG
520 MAIN ST EAST	PG000009838154450703	GSG
140 BROAD ST HSE	PG000009943043197135	GSG
250 Roseville Ave	PG000009991257879685	RSG
651 Lincoln Ave	PG000010235581566116	GSG
14-20 PROSPECT ST	PG000010603093522998	GSG
1507 INDPENDENCE RD BLG	PG000010610959807153	LVG
2950 Yorkshop SQ HSEmTR	PG000010611381460529	GSG

Service Address	Utility Account Number	Rate
268 S Center St	PG000010930111922227	LVG
30 BOSTWICK AVE	PG000010932243831824	GSG
307 Washington St	PG000010942455662944	GSG
725 Park Ave	PG000010942842591617	LVG
113 N 13TH ST	PG000010965170381028	GSG
17 LINCOLN ST	PG000011115583424544	GSG
136 BROAD ST	PG000011161560597135	GSG
87 Wakeman Ave GRD HSE	PG000011161823733643	GSG
661 Lincoln Ave	PG000011211360066116	GSG
1185 Yorkshop SQ HSE	PG000011344409528519	GSG
1610 INDEPENDENCE RD	PG000011344439207153	GSG
560 Main St Unit House House	PG000011544664328587	LVG
142 BROAD ST	PG000011649288597135	GSG
66 -70 N 13th St	PG000011697782827807	GSG
1250 collings RD HSE	PG000011870924590393	GSG
301-307 Market ST	PG000011873046490393	GSG
42 BERRY ST OWNER	PG000011875040501619	RSG
44 BERRY ST U 202	PG000011875320101619	RSG
44 BERRY ST U 202	PG000011893977601619	GSG
302 16TH AVE	PG000011906976338729	GSG
563 Orange St HSE	PG000011918205381079	GSG
563 ORANGE ST COMM CTR	PG000011918560181079	GSG
368 Broad St Unit Hse Hse	PG000011943249003959	GSG
219 S CENTER ST HSE	PG000011946516981079	GSG
26 Parkside st Generator	PG000011951567449126	GSG
254 Roseville Ave HSE	PG000011958339127807	GSG
50 COLUMBIA ST HSE	PG000011975752497290	GSG
25 PARK Side ST House 2	PG000011985105349126	GSG
124 S Essex AV e HSE	PG000011988770121303	GSG
108 S BROAD ST AWH	PG000012004150440199	GSG
108 S BROAD ST GEN	PG000012011526640199	GSG
313 15 TH Asve HSE	PG000012023551070981	GSG
60 Nevada ST hse	PG000012072134530057	GSG
32 LINCOLN AVE HSE	PG000012089141126427	GSG
999 BROAD ST HSE	PG000012141942830057	GSG
1000 Broadway	PG000012302185990946	GSG

DELIVERY PERIOD

Begin:10/01/2022

End: 09/30/2026

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

DELIVERY POINT

Public Service E&G - NJ / PSEG FTLV Pool

CONTRACT QUANTITY (MMBTU)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under the Remedies section of the CMA, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	X	Monthly		
October		3673		April	4381
November		4411		May	3171
December		5846		June	2729
January		5974		July	2281
February		5768		August	2212
March		5792		September	2087

PURCHASE PRICE

Fixed Price : \$8.95224/MMBTU
The Purchase Price is inclusive of utility distribution line loss charges.

BILL TYPE

Utility Consolidated Billing(External Bill Ready)

SPECIAL PROVISIONS

Change in Utility Account Numbers:
The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Utility Consolidated Bill:Without limiting Section 2 "Performance", as a condition precedent to Seller's acceptance of this Transaction Confirmation, Buyer must be accepted by Seller and the Utility to receive a consolidated utility bill for both services as described herein, Commodity (provided by Seller) and delivery services (provided by the Utility). Buyer will receive from Utility a monthly invoice, incorporating both the services provided under this Transaction Confirmation and Utility charges, in accordance with the Utility's meter reading and billing cycle schedule. Seller shall have the right to assign to Utility all amounts due from Buyer to Seller and Buyer is to remit payment in full to the Utility. If Buyer fails to remit payment in full in any month, a late payment charge will be assessed at the same rate and in the same manner as Utility applies late payment charges to its unpaid charges. The Utility may, at its option, disconnect all services to Buyer for any failure by Buyer to make full payment of all amounts billed. In the case of such disconnection, Buyer shall be responsible for any and all charges required to reconnect service. If Buyer is disconnected, terminated, suspended, or withdraws from the utility consolidated program, then it shall be in Default and as such, this Transaction Confirmation shall terminate and Buyer shall be responsible for any applicable Net Settlement Amount and/or Close-out Value. Notwithstanding the above and for termination not caused by disconnection by the Utility, Seller, may at its sole option continue to provide services as described herein and Commodity in the case of early termination, suspension or withdrawal from such program. If so, the Transaction Confirmation will not terminate and billing will proceed on a dual bill basis pursuant to the Billing and Payment section of the CMA. At the end of the Delivery Period, if Buyer rolls onto a Renewal Term, the Bill type may change.

The Utility may, at its option, reject requests for consolidated billing for Buyer if Buyer's account becomes thirty-eight (38) or more calendar days past due, unless the past due amount is subject to a separate deferred payment agreement ("DPA") between Buyer and Utility and the Buyer is fulfilling its obligations under such DPA on a current basis.

NEW JERSEY:

Purchase Price: As required by law, any fixed or fixed portion of the Purchase Price set forth herein is inclusive of New Jersey State Sales and Use Tax ("NJ SUT"). For market based pricing and any unfixed portion of the Purchase Price, NJ SUT is not included in the Purchase Price set forth herein and will be added to the Purchase Price on Buyer's invoice. The Purchase Price may be adjusted by Seller to reflect any change in applicable NJ SUT, and such change will appear on Buyer's invoice.

In case of emergencies or leaks please contact your local utility directly.

Elizabethtown (800) 492-4009 NJ Natural Gas (800) 427-5325

PSEG (800) 350-7734 South Jersey Gas (800) 582-7060

Direct Energy Business Corporation License number issued by the BPU in New Jersey is GSL-0128.

For inquiries related to your purchase, please contact Seller at the address above. For general inquiries related to the sale and delivery of Gas, you may contact the New Jersey Board of Public Utilities: at 1-800-624-0241, write the New Jersey Board of Public Utilities, Two Gateway Center, Newark, NJ 07102, or visit the BPU web site at <http://www.bpu.state.nj.us>.

Upon any discontinuance of service by Seller, Seller will return the Buyer to full Utility service by the next Utility permitted drop date, provided the Utility has not disconnected delivery of the service. If the Utility disconnects delivery of the service, then effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction Confirmation.

The Agreement may be terminated for convenience by Buyer on not less than thirty (30) days' prior written notice to Seller ("Early Termination"). If Buyer terminates the Agreement according to this Early Termination provision, then Buyer agrees it will keep Seller whole for any losses and costs Seller may incur as a result of such Early Termination and agrees that the process set forth in the Remedies section of the CMA ("Remedies") will be followed in calculating a settlement amount.

EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL REGARDING ANY LITIGATION ARISING FROM THIS TRANSACTION CONFIRMATION.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS TRANSACTION CONFIRMATION FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$8.95224 / MMBTU

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation.

Full Plant Requirement – No GSA

Blend and Extend: Upon agreement between the Parties, the Delivery Period may be extended for an additional Delivery Period, not to exceed two (2) years, at a Purchase Price (per Dth/dekatherm) equal to or lower than the current Purchase Price. For the avoidance of doubt, neither Party is obligated to enter into a blend and extend transaction.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

- ☐ Non-Exempt
- ☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	RPM Development	Seller:	Direct Energy Business Marketing, LLC
By:	<div><div>DocuSigned by:</div><div>HOWARD BARASH</div></div>	By:	
Name:	HOWARD BARASH	Name:	
Title:	Chief operating officer	Title:	
Date:	8/12/2022	Date:	
		Proposal ID:	68442655
		Internal ID:	00122310 - CMA V.3



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and RPM Development ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of August 12, 2022.

1. **Transactions:** The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.
2. **Performance:** Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.
3. **Term:** The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.
4. **Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates 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 Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.
5. **Changes to Purchase Price:** In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase Seller's costs, the Purchase Price may be adjusted by Seller to include such costs.
6. **Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 15 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.
7. **Taxes:** The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.
8. **Disputes:** If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.
9. **Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.
10. **Material Deviation:** Seller may in its sole discretion pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).
11. **Force Majeure:** Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.
12. **Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has

reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) 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 and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger; (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: **A.** Each Party represents 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) 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; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) 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 Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur. **D.** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

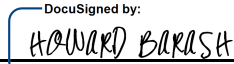
16. Confidentiality: Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided

that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

17. Indemnification; Limitation of Liability: A. Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") which attach after title passes to Buyer. B. Seller will be responsible for and indemnify Buyer against any Losses which attach before title passes to Buyer. C. NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

Other: (A) The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (B) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (C) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy (D) Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@NRG.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. (E) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (F) Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Buyer's consent. Buyer may not assign this Agreement without Seller's consent not to be unreasonably withheld. (G) This Agreement may be executed in separate counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (H) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the natural gas or electricity generation industries, as applicable. (I) Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence. (J) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (K) If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. (L) If a broker or agent has been involved in any Transaction, such broker is an agent of Buyer only and not an agent of Seller.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

<p>Buyer: RPM Development</p>	<p>Seller: Direct Energy Business, LLC Direct Energy Business Marketing, LLC</p>
<p>By: </p>	<p>By: _____</p>
<p>Name: HOWARD BARASH</p>	<p>Name: _____</p>
<p>Title: Chief Operating Officer</p>	<p>Title: _____</p>
<p>Date: 8/12/2022</p>	<p>Date: _____</p>