



**BUSINESS ELECTRICITY AUTHORIZATION
NEW JERSEY COMMERCIAL SALES
License: ESL-0014**

CUSTOMER INFORMATION

Customer Name ("Customer"): Friendwell Management - APA Hotel Woodbridge
Contract Type: ☒ New Service

Customer Contact Name: PARTH PANDYA
Email: parth@friendwell.com
Primary Phone: (732) 744-1455 Secondary Phone: Fax:
Duns #: 08-058-0803 Tax ID#:

Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Company will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.

See Addendum A for Customer's Utility Account Numbers and the associated Service and Billing addresses.

CONTRACT SUMMARY

Energy Price or Retail Adder: See Addendum B	Start Month/Year: January / 2024
Pay Term for Company Bills: Net Sixteen (16) Days	Initial Term: 24 Months

AUTHORIZATION INFORMATION

Summary of Certain Terms

Term: This Agreement shall become effective when the BEA is signed by both Parties (the "Effective Date") and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement, and the Utility successfully switches Customer's Account(s) to another competitive electricity supplier or to the Utility's generation service.

Termination: If Customer terminates this Agreement before the end of the Initial Term, Customer will be assessed the Early Termination Fee or pay Company damages.

Billing and Payment: Customer will be billed monthly for the Company Electricity Charge. The Utility will bill for its charges, including Delivery Charges. If Customer's bill is not paid when due, Customer will be charged the Late Fee and other charges.

Switching Fee: Company does not charge a fee to switch to its service.

Agreement, Authorization and Acknowledgement: This Business Electricity Authorization including any addenda and exhibits ("BEA"), together with the Electric Supply Terms of Service ("TOS") (version ECOM_PJM MISO_TOS_060523) and incorporated herein by reference will form the electricity sales agreement (collectively, the "Agreement") between NextEra Energy Services NEW JERSEY, LLC ("Company") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA. Customer hereby authorizes Company, for the duration of this Agreement, to become its electricity supplier and to perform the necessary tasks to establish electricity service with Company. Customer hereby authorizes Company, for the duration of this Agreement, to become its electricity supplier and to perform the necessary tasks to establish electricity service with Company. By signing this BEA or by verbal authorization received over telephone (the "Verbal Authorization"), Customer hereby agrees, as of the Effective Date (or, if Verbal Authorization is used, upon receipt of this Agreement), whichever is

later, that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below or the person providing the Verbal Authorization, as applicable, warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. This Agreement is not valid or binding unless and until signed by both Parties (for written agreements, a facsimile will be accepted as if it were an original) or Customer has provided its Verbal Authorization.

<p>Friendwell Management - APA Hotel Woodbridge</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>E-Signed : 12/14/2023 03:40 PM CST</p> <p style="text-align: center;"><i>Parth Pandya</i></p> <p>parth@friendwell.com IP: 47.23.70.243</p> <p style="text-align: right; font-size: small;">Sertifi Electronic Signature DocID: 20231214153619714</p> </div> <p>Authorized Signature: _____</p> <p>Print Name: _____</p> <p style="text-align: center;">CIO</p> <p>Title: _____</p> <p style="text-align: center;">12/14/2023</p> <p>Date: _____</p>	<p>NextEra Energy Services NEW JERSEY, LLC:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>E-Signed : 12/15/2023 11:22 AM CST</p> <p style="text-align: center;"><i>Brian Landrum</i></p> <p>salesforce.admin@gexaenergy.com IP: 13.110.74.8</p> <p style="text-align: right; font-size: small;">Sertifi Electronic Signature DocID: 20231214153619714</p> </div> <p>Authorized Signature: _____</p> <p>Print Name: _____</p> <p style="text-align: center;">President</p> <p>Title: _____</p> <p style="text-align: center;">12/15/2023</p> <p>Effective Date: _____</p> <p>Sales Representative: JuRee Presco</p>
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EMERGENCY OR SERVICE OUTAGE REPORTING: Should an outage or other emergency occur, Customer should contact its Electric Distribution Company (EDC):

Electric Distribution Company	Emergency Contact Number	Customer Service Number
Atlantic City Electric	800.833.7476	800.642.3780
Jersey Central Power & Light (JCP&L)	800.662.3115	800.662.3115
Public Service Electric & Gas (PSE&G)	800.436.7734	800.436.7734
Rockland Electric Company (O&R)	877.434.4100	877.434.4100

NEW JERSEY BOARD OF PUBLIC UTILITY DIVISION OF CONSUMER RELATIONS: 800.624.0241.

COMPANY CONTACT INFORMATION:

INTERNET ADDRESS:	www.nexteraenergyservices.com
EMAIL ADDRESS:	contracts@nexteraenergyservices.com
MAILING ADDRESS:	601 Travis St., Ste 1400 ATTN: Contract Administration Houston, TX 77002
TELEPHONE NUMBER:	877.528.2890
FAX:	800.627.8813
OFFICE HOURS OF OPERATION:	8:00 am CT – 5:00 pm CT

**BUSINESS ELECTRICITY AUTHORIZATION
NEW JERSEY COMMERCIAL SALES**

Addendum A

CUSTOMER NAME: Friendwell Management - APA Hotel Woodbridge

ACCOUNTS INCLUDED IN AGREEMENT:

Utility Account Number	Service Address City, State and Zip	Billing Address City, State and Zip	Account Type *	Estimated Service Commencement Date **	Estimated End Date **
PE000008770092858492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000010959992858492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000010229520158492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000011205153758492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000009499470458492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000009012751558492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026

PE000008769505258492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000011205154558492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000009255797458492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000009743170458492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000010959991058492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000008042405458492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000010472729258492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000008526394558492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026

PE000008769508658492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000008769506058492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000011449247358492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000011449248158492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000010959989458492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000009012753158492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000009742590458492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
PE000009742589658492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026

PE000010959988658492	120 Wood Ave S UNIT blg-2se Iselin, NJ 08830	120 Wood Ave S Iselin, NJ 08830	N	01/01/2024	01/01/2026
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* N = New Account, or E = Renewal/Existing Account

** The estimated Service Commencement dates and estimated end dates in the table above are solely dependent on the Utility's provision of services. Utility meter read schedules are subject to change for any reason, including events of force majeure. The Utility may change any of these dates without notice to Customer or Company.

Customer Initials: *Pp* Date: 12/14/2023
E-Signed

Company Initials: *BL* Date: 12/15/2023
E-Signed



**BUSINESS ELECTRICITY AUTHORIZATION
NEW JERSEY COMMERCIAL SALES
STANDARD**

Addendum B

CUSTOMER NAME: Friendwell Management - APA Hotel Woodbridge

PRICING DETAILS:

Monthly Base Charge: None

Energy Price: \$0.1157 per kWh

The Energy Price includes the charge to Customer for electricity and any components indicated in the Component Table as "Included". The Energy Price excludes all Taxes (except as otherwise indicated below) and Pass-Through Charges. As part of the Company Electricity Charge, Customer pays Taxes and Pass-Through Charges, including each charge, if any, indicated in the Component Table as "Excluded", which charge may vary in amount.

For each Settlement Interval during the Initial Term, Customer shall pay to Company the Fixed Energy Charge. The amount due to Company is calculated as the sum of the Fixed Energy Charges for the Settlement Intervals during each Billing Cycle of the Initial Term ("Customer's Energy Charge").

The Energy Price includes the charge for the New Jersey sales and use tax. Upon billing, Customer shall pay to Company the Company Electricity Charge, which includes any Taxes not included in the Energy Price. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or adjustment to the Energy Price.

DEFINITIONS:

In addition to capitalized terms defined elsewhere in this Agreement, the following definitions apply:

"Fixed Energy Charge" means a dollar amount equal to the Energy Price x all Energy Usage for the relevant period.

"Settlement Interval" means the time period(s) for which electricity markets are settled, as determined by the applicable ISO.

COMPONENT TABLE:

Customer agrees to the provisions set forth in the table, and the "Adjustments" section, each appearing below:

PJM

Component Category	Is the Charge for the Component Included in the Energy Price or Excluded from the Energy Price?	If Excluded from the Energy Price, how is the component category charged to Customer as a Pass-Through Charge?
Capacity (including Capacity Performance)	Included	A charge for capacity based on each Account's peak load contribution, the reserve requirement, the PJM final zonal net load price for capacity, and the number of days in the period, and, if unitized, the Customer's estimated usage.

Network Integrated Transmission Service (NITS)	Included	A charge for NITS based on the total amount of each Account's applicable network service peak load ("NSPL"), applicable NITS price pursuant to the tariff, and the number of days in the period, and, if unitized, the Customer's estimated usage.
Transmission Enhancement (TEC)	Included	A charge based on the zonal TEC charges and the Account's ratio of its NSPL relative to the zonal NSPL, and, if unitized, the Customer's estimated usage.
Line Losses (as defined) and any UFE	Included	Increase in Energy Usage to reflect estimated line losses.
Ancillary Services (includes ISO charges not included in the other components)	Included	A bulk charge is assessed to Company based on aggregate usage and demand for multiple customers. Company pays PJM the bulk charge and allocates it to the Accounts using a load ratio share or another account allocation method.
RMR (Generation Deactivation Zonal Cost Allocation)	Included	A bulk charge is assessed to Company based on aggregate usage and demand for multiple customers. Company pays PJM the bulk charge and allocates it to the Accounts using a load ratio share or another account allocation method.
Auction Revenue Rights (ARRs)	Included	A charge based on the zonal Auction Revenue Rights and the Account's ratio of its NSPL relative to the zonal NSPL.
State Portfolio Standards for Renewable Energy	Included	RPS Charge (as defined).

ADJUSTMENTS: All charges to Customer for components listed in the table above as "Included" in the Energy Price are subject to increase as described in the Change in Law provisions of the Agreement.

Accepted and agreed:

Friendwell Management - APA Hotel Woodbridge

Parth Pandya

parth@friendwell.com

Authorized
Signature: _____

Print Name: _____

CIO

Title: _____

12/14/2023

Date: _____

NextEra Energy Services NEW JERSEY, LLC:

Brian Landrum

salesforce.admin@gexaenergy.com

Authorized
Signature: _____

Print Name: _____

President

Title: _____

12/15/2023

Effective Date: _____

Sales Representative: JuRee Presco

NEXTERA ENERGY SERVICES
ELECTRIC SUPPLY TERMS OF SERVICE (COMMERCIAL)

THE FOLLOWING SETS FORTH CUSTOMER'S ELECTRIC SUPPLY TERMS OF SERVICE ("TOS"):

1. DEFINITIONS:

As used in this Agreement, the following capitalized terms set forth below shall have the respective meanings ascribed to them below:

"Account" means the Customer Account(s) identified in the BEA.

"Agreement" is defined in the BEA and includes any amendments signed by the Parties.

"Average Monthly Bill" means the sum of: (i) the amount that would be due to Company under this Agreement assuming the Customer's average monthly usage of each relevant Account; provided, that if an average monthly usage cannot be determined due to a limited term of supply by Company or any other circumstance, such average monthly usage as calculated by Company; and (ii) any Monthly Base Charge.

"Billing Cycle" means, for each Account, the period between successive monthly meter read dates during the term of this Agreement.

"BEA" means the binding Business Electricity Authorization associated with this TOS, including any addenda and exhibits.

"BPU" means the New Jersey Board of Public Utilities.

"Change in Law" means a Change in any law, regulation, rule, ordinance, tariff, order or decree by a governmental or quasi-governmental authority or the applicable Regional Transmission Operator ("RTO")/Independent System Operator ("ISO") or Utility, including, without limitation, Utility tariffs (including, without limitation, rate class definitions and/or delivery voltage/service level requirements), RTO/ISO rules, interpretations, manuals or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the RTO/ISO), market rules or practices, load profiles, methods by which the Utility or RTO/ISO calculates usage, nodal and zonal definitions, and/or ISO boundaries. A "Change" includes, without limitation, any creation, amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, calculation, interpretation, or outcome.

"Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the electricity supply and/or any services performed pursuant to this Agreement, and the resulting or related losses, any type of damages (including without limitation all consequential, incidental, exemplary, or punitive damages), expenses, attorney's fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Company Electricity Charge" means the sum of: (i)(a) Customer's Energy Charge, or (b) or the product of Customer's Energy Usage during a Billing Cycle and the Holdover Price, whichever of (a) or (b) is applicable; (ii) the Monthly Base Charge, if any; (iii) Pass-Through Charges; and (iv) Taxes.

"Costs" means (without duplication) any loss, cost or expense reasonably incurred by Company, including, but not limited to, those related to terminating, liquidating or obtaining any arrangement pursuant to which it has hedged its obligations, in whole or in part as to any affected Accounts, or incurred in connection with enforcing its rights under this Agreement.

"Covered MC Bandwidth" means a monthly aggregate electricity usage for the Accounts that is (i) not higher than the Expected Usage for MC Determination plus the Covered MC Usage and (ii) not lower than the Expected Usage for MC Determination minus the Covered MC Usage.

"Covered MC Percentage" means 20%.

"Covered MC Usage" means the product of Covered MC Percentage and Expected Usage for MC Determination.

"Customer's Energy Charge" is defined in the BEA.

"Delivery Charges" means those charges payable by Customer to the Utility for transmission and distribution services provided by the Utility, applicable ISO, or other third parties.

"Delivery Point" means the point of interconnection between a third-party transmission or delivery system and the Utility transmission or delivery system.

"Early Supply Switch" means the electric supply of any Account(s) is switched to a different supplier before the end of the Initial Term.

"Early Termination Fee" means an amount equal to (i) for termination of the entire Agreement, two (2) Average Monthly Bills for each Account for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, two (2) Average Monthly Bills for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"Effective Date" means the date the BEA is signed by both Parties, or the date of the telephonic third party verification of the Customer's verbal authorization, as applicable.

"Energy Usage" for the relevant period means Customer's total metered energy usage for the Account(s) measured in kilowatt hours ("kWh"), subject to increases by Company for Line Losses and any UFE as set forth in this Agreement.

"Event of Default" means that Customer has (i) failed to make timely payment of all amounts due Company unless the outstanding balance is less than \$100 and has been delinquent for less than three (3) months; (ii) failed to post performance assurance as required under the provisions of the Credit and Deposit Requirements section of this TOS within ten (10) days after the date on which Company made a demand for initial or additional performance assurance; (iii) breached any representation or warranty set forth in this Agreement; (iv) breached an obligation under this Agreement; (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the U.S. Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; and/or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement.

"Expected Usage for MC Determination" means the average monthly aggregate electricity usage of the original Accounts listed as of the original Effective Date as forecasted by Company as of the original Effective Date of this Agreement.

"Force Majeure" means any act, condition, event or occurrence that is beyond Company's reasonable control, including, without limitation, an act of God or public enemy, storm, earthquake, or other natural forces, war, riot, public disturbance, criminal activity, labor action, pandemics, or the acts or omissions of anyone not a party to this Agreement, including the Utility.

"Holdover Period" means the period of the Agreement between the expiration of the Initial Term and termination of this Agreement.

"Holdover Price" means the price per unit for electricity delivered during the Holdover Period. The Holdover Price can change without advance notice to Customer unless advance notice is required by law. To receive current Holdover Price information, Customer must call Company toll free at 877-528-2890 during Company's normal business hours.

"Initial Term" means the period commencing on the Effective Date and continuing to the meter read date of the billing month which occurs those number of months set forth for the Initial Term in the BEA after the Service Commencement Date; provided, that if the Service Commencement Date is delayed past the Start Month, the Initial Term shall still expire in the same billing month as if the Service Commencement Date not been delayed past the Start Month.

"Insufficient Notice Fee" means fifty dollars (\$50).

"ISO" means any independent system operator, regional transmission operator ("RTO"), "Transco," power pool or grid or control area operator established and providing services to the Account(s) or other similar entity providing the same basis services as such entities and any successor thereto, including PJM Interconnection, LLC ("PJM"), Midwest Independent Transmission System Operator ("MISO"), ISO-NE, and NYISO, as applicable.

"Late Fee" means a fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on bills for the Company Electricity Charge that are not paid when due.

"Law" means any law, regulation, rule, requirement, ordinance, order, decree, directive, decision, protocol, guideline or tariff issued, enacted, implemented or published by a governmental or judicial authority, the PUC, FERC, the ISO, the RTO, or the Utility.

"Line Losses" shall mean a loss factor provided by the Utility or, if one is not available, one determined by Company as applied to the Energy Usage.

"MC Event" is defined in the Customer Information section of this TOS

"Monthly Base Charge" means (i) for the Initial Term, a fixed monthly charge per EDC Account number, if any, as set forth in the BEA, and (ii) for the Holdover Period, a monthly charge per EDC Account number. To receive current Monthly Base Charge information for the Holdover Period, Customer must call Company toll free at 877-528-2890 during Company's normal business hours.

"Party" means either Company or Customer, and "Parties" means both Company and Customer.

"Pass-Through Charges" means (i) charges for any and all components indicated as Pass-Through Charges in this Agreement, (ii) charges associated with additions or deletions of Accounts outside the designated bandwidth, if applicable, one or more MC Events or Change in Law events, and/or (iii) new or increased costs or charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity, all of which are passed-through to Customer by Company using the method, if any, set forth in the BEA, all of which are charged to Customer by Company using the method, if any, set forth in the BEA. If no method is set forth in the BEA, the charge will be passed-through to Customer on a load ratio share basis or, if not applicable, as reasonably allocated by Company based on the charge and circumstances involved. Depending on the bill format used by the Utility, any Pass-Through Charge may appear on Customer's bill as an adjustment to the price on the bill, or separate line item.

"Price" means a dollar amount per unit and is referencing either the Energy Price or Retail Adder, as applicable.

"Retail Adder" means a unit dollar amount with respect to electric supply provided to the Accounts by Company.

"RPS Charge" means, with respect to each Account, a variable monthly charge for all renewable energy credits (collectively "RECs") and any other obligations required for Company to meet energy portfolio standards ("RPS"), including clean energy standards and similar programs, as reasonably allocated to Customer.

"Service Commencement Date" means the meter read date during or after the Start Month on which the Utility successfully switches each Account(s) to electric generation supply from Company; provided that, in the case of electric generation supply already being provided by Company to Customer, the Service Commencement Date means the

meter read date during or after the Start Month.

"Settlement Interval" is defined in the BEA.

"Start Month" is the calendar month/year specified in the BEA.

"Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity and other products and services provided to Customer, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

"Third Party Supplier" or "TPS" means a person or corporation, generator, broker, marketer, aggregator or any other entity licensed by the BPU that sells electricity to customers, using the transmission or distribution facilities of a Utility.

"UFE" means unaccounted for energy, a separate loss factor adjustment, if any, provided by the Utility and applied to Energy Usage.

"Utility" means a cooperative association or state regulated utility that owns and/or operates the transmission, transportation, delivery and/or distribution facilities that deliver the electricity to the facilities to which each Account pertains. Depending on the jurisdiction, the Utility may be referred to as an Electric Distribution Company ("EDC"), Electric Distribution Utility ("EDU"), Local Distribution Utility ("LDU"), Local Distribution Company ("LDC") or other similar term.

2. ELECTRIC SUPPLY. During the Initial Term and any Holdover Period, Company shall supply Customer's full electricity requirements for the Account(s), and Customer shall obtain its full electricity requirements for such Account(s) exclusively from Company, all based on the terms and conditions specified in this Agreement. Subject to terms and conditions of this Agreement, Company shall cause electricity to be delivered to the Delivery Point(s) and Customer shall receive such electricity at the Delivery Point(s). Notwithstanding the foregoing, Company shall be under no obligation to supply any Accounts under a residential rate class and, if Company does supply such Accounts, Customer hereby represents and warrants to Company that such Accounts are used for commercial or governmental purposes.

3. CUSTOMER INFORMATION. Customer hereby authorizes Company to obtain or access from the Utility and/or Customer current and historical electricity cost and usage data of Customer, Customer's payment and credit history, and other information generally relevant to the supply and associated services to be supplied under this Agreement. Customer agrees to provide additional documentation regarding such authorization as requested by Company. Customer agrees, upon request, to provide Company with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as Company may reasonably require to provide electric supply and other applicable products and services pursuant to this Agreement. Customer's expected energy usage for the Accounts may change for various reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel of facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide Company at least thirty (30) days' advance notice whenever Customer believes that Customer will experience a "MC Event," as defined below, and shall provide good faith estimates of the associated usage change. As used in this Agreement, a "MC Event" is deemed to have occurred when the monthly aggregate usage of the Accounts, for three (3) or more consecutive months, falls outside of the Covered MC Bandwidth during such months. Irrespective of whether Customer has provided notice to Company, Customer shall pay Company, as Pass-Through Charges, the full amount of any losses, and/or new or increased costs and charges, reasonably associated with each MC Event.

4. ENROLLMENT. Company shall use commercially reasonable efforts to timely enroll Customer's Account(s) with the Utility in accordance with the intended Service Commencement Date. Company's submission of market orders may be delayed due to events beyond its reasonable control including, but not limited to, submission of an incomplete, improperly completed, unclear, inaccurate or improper form of BEA by or on behalf of Customer, as reasonably determined by Company. Customer agrees to take steps to cooperate with Company's efforts to perform enrollment of Accounts for supply under this Agreement. Customer understands the Utility determines final enrollment and agrees that Company is not liable for any delay or failure in enrolling Customer's Account(s) if such delay or failure is

due to incorrect Account information, invalid Account numbers, and/or any other cause beyond Company's control. Further, notwithstanding any provision in the Agreement to the contrary, it is possible that for various reasons such as the Account not existing, Account not active, Account is not the "first in" and/or a required permit for the Account is not valid with the Utility, some or all the Accounts cannot be enrolled. All such un-enrolled Accounts shall be automatically deleted from the list of Accounts under this Agreement without an amendment to this Agreement. Company has the right to treat one or more failures to enroll any Accounts as an early termination of this Agreement. If one or more Accounts fail to enroll on a timely basis based on inaccurate information from Customer and/or any other cause beyond Company's control, Customer may, at the option of Company, be required to pay Company the Early Termination Fee due with respect to such Accounts. Company is not required to serve any such un-enrolled Accounts.

5. TERM OF AGREEMENT.

This Agreement shall become effective on the Effective Date with electric supply commencing for each Account on the Service Commencement Date and continuing thereafter for the Initial Term. If, upon expiration of the Initial Term, Customer's Account(s) are not switched by the Utility to another TPS or Company and Customer do not enter into a new or renewal Agreement, this Agreement shall continue on a month-to-month basis until either Party terminates this Agreement in which event such termination shall be effective after the noticed termination date on the date on which Customer's Account(s) are switched to the Utility's standard service offer or another TPS, or Company and Customer enter into a new or renewal Agreement (the "Holdover Period").

6. PRICING. The Price for electric supply provided to Customer by Company during the Initial Term is set forth in the Agreement and subject to any adjustments set forth in this Agreement. Customer pays all Pass-Through Charges. Certain Pass-Through Charges imposed during the Initial Term may be set forth in the BEA or any addendum to this Agreement. Pass-Through Charges are charges to Customer, not credits. Depending on the bill format, certain Pass-Through Charges, such as those described in the BEA and this TOS, including those arising from one or more Change in Law events, may appear on the bill as a separate line item or an increase to the Price shown on the bill, at the option of Company.

The unit price for electricity during the Holdover Period shall be the Holdover Price, not the Price. The Holdover Price is a variable price and determined by Company in its sole discretion. The Holdover Price can be based on a variety of factors and is not solely driven by current and future market prices or risks. The Holdover Price can change without prior notice to Customer unless required by law. In some cases, the Holdover Price may vary significantly from the Price charged during the Initial Term of this Agreement. The following are some, but not all, of the material factors that can influence Company's determination of the initial Holdover Price and any subsequent changes to the Holdover Price: (i) the current and future expected prices for wholesale electric supply (including an analysis of the supply and demand factors affecting these prices, if desired) and Company desired risk premiums on any pricing; (ii) Company's supply position in the market and its comfort level with respect to those positions; (iii) Company's expected gross margin, target gross and profit margins, and desired revenues; (iv) Company's Customer counts and attrition; and/or (v) the prices charged by competitors and the Utility.

The Parties understand and agree that the RPS Charge is based on a REC and obligation costing allocation mechanism based on periodic estimates that will likely not reflect the final actual cost of such RECs and obligations, and the Parties agree to accept such risk. Company will determine the monthly RPS Charge in its sole discretion based on its then-current estimate of the cost of such RECs and obligations, and the published energy portfolio obligations, but such charges will be ongoing, and it shall not be required to provide a credit if the actual cost to purchase RECs and obligations for a month is less than the RPS Charge for such month. Company will determine, in its sole discretion, its strategy for purchasing RECs and obligations, including without limitation, the timing, frequency, volume, and actual price it pays for such RECs and obligations.

7. BILLING AND FEES. Each month, Customer shall pay the Company Electricity Charge. Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for supply and any services provided hereunder through one of the following billing options, as permitted by law, at Company's discretion: (i) Customer will receive one bill from the Utility that includes the Company Electricity Charge, the Delivery Charges and applicable Taxes, (the "Consolidated Billing Option"); or (ii) Customer will receive two bills, one from Company for the Company Electricity Charge and one from the Utility for the Delivery Charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer will make payments directly to the Utility pursuant to the applicable Utility tariff. Under the Dual Billing Option, Customer shall pay each Company bill within the number of days after the date of each such bill, as such number is set forth in the BEA. If, under the Consolidated Billing Option or

Dual Billing Option, any payment for the Company Electricity Charge made by Customer to Company or to the Utility is late under the applicable payment terms, Customer may be assessed the Late Fee and its delinquent balances may be reported to a credit agency. Further, in addition to any other rights of Company hereunder, if, during the Dual Billing Option, any payment for the Company Electricity Charge is late under the applicable payment terms, then Company shall have the right, without prior notice to the Customer, to convert all billing hereunder to the Consolidated Billing Option and convert the Price as necessary, on a commercial reasonable basis, to a fixed price sufficient to enable such Consolidated Billing.

Company may apply any credit balance on a particular Account to a balance owed on any other Customer Account. Further, Company has the right to set off any amounts owed by Company to Customer under this Agreement against any amounts owed by Customer to Company or its affiliates. Company may assess a twenty five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card. If the Utility fails to timely obtain or transmit a meter reading, Company will issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Cycle. Company will include or cause to be included in any subsequent bill from Company, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. If one or more Pass-Through Charges are involved in deferred billing, Company has the right to estimate the Pass-Through Charges on the bills in the interim and Customer shall pay Company such estimated Pass-Through Charges. Customer's Energy Usage is determined for the applicable Settlement Interval as follows: IDR meters (interval meter data) are billed using the interval meter data provided by the Utility, (ii) scalar meters (non-interval meter data) are billed using the applicable load profile provided by the Utility to convert the actual meter read usage per unit provided by the Utility into interval usage data, and/or (iii) AMS meters are billed using the applicable load profile provided by the Utility until such time as the AMS meter read data is incorporated into the Company's billing system.

8. CREDIT AND DEPOSIT REQUIREMENTS. If Company determines, prior to offering service or at any time during the term of this Agreement, that Customer cannot demonstrate satisfactory creditworthiness, Customer has failed to timely pay all amounts due under this Agreement or there otherwise exists an Event of Default with respect to Customer under this Agreement, Company has the right to require Customer to either make advanced payments or provide to Company performance assurance to ensure prompt and timely payments of amounts due to Company under this Agreement. If, after Customer has been required to make advanced payments or provide performance assurance, Company determines that Customer's credit is unsatisfactory, Company has the right to require Customer to provide additional performance assurance. Customer shall post with Company any performance assurance within three (3) days after the date on which Company made a demand for initial or additional performance assurance. The amount and form of initial or additional performance assurance will be determined by Company in a commercially reasonable manner.

Company will not require an applicant to pay the balance due another TPS as a condition of establishing credit or providing competitive retail electric supply. Company will provide Customer a receipt for any cash deposit within fourteen (14) days after the date that such deposit has been received by Company. The posting or amount of any cash deposit is subject to any limitations imposed by applicable law. Cash deposits will be allocated only to Company Electricity Charges. Those held more than six (6) months will accrue interest after the date of receipt by Company at the rate of one percent (1%) per annum. Such accrued interest will be applied annually to Customer's account. After termination of this Agreement, Company will apply any cash deposit, plus any unpaid accrued interest, toward any outstanding balance on Customer's final bill. Company will promptly refund any remaining cash deposit. Company's credit and deposit procedures TPS will comply with applicable BPU rules.

9. TERMINATION OF AGREEMENT. If Customer commits or is otherwise subject to an Event of Default in whole or with respect to one or more Accounts then, in addition to, and not in lieu of, any other remedy Company may have in law or equity, Company has the right to terminate this Agreement. Company has the right to terminate this Agreement in whole, or in part as to any affected Account(s), as determined solely by the Company. If the Agreement is so terminated by Company, Customer shall pay Company for all amounts owed up to the date of such termination including, without limitation, all electricity supplied, any other products and services provided to Customer through the date of such termination, and any applicable Late Fees. Further, Customer shall pay Company the sum of any Costs plus the greater of the Early Termination Fee or damages to Company. Such damages, if any, will be calculated based upon the value of the product of (i) the difference between the applicable Price(s) and the market price(s) for the same quantities of energy which would have been supplied hereunder for the remainder of the Initial Term, and (ii) the estimated Energy Usage by Customer, as determined by Company, during the remainder of the Initial Term. To determine "market prices," as used above, Company may consider, among other things, settlement prices of applicable

NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail electricity markets, which may include affiliates of Company. In addition, if an Early Supply Switch occurs without Company receiving at least thirty (30) days' advance notice from Customer, Customer shall pay Company the Insufficient Notice Fee. Company will not be required to enter into any replacement transaction in order to determine Costs, the Early Termination Fee, market prices or damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

If Company terminates the Agreement, the Company has the right, and Customer hereby authorizes Company, to enroll all Customer's Account(s) with the Utility which would provide supply pursuant to its rules.

10. TITLE, RISK OF LOSS AND INDEMNIFICATION. Title and risk of loss to the electricity sold under this Agreement passes from Company to Customer when the electricity is delivered to the Delivery Point for each Account(s). Customer agrees that Company does not control the physical electricity sold under this Agreement, which electricity flows through the Utility transmission and/or delivery systems, and accordingly, Company shall not be responsible for any failure in the Utility transmission or delivery system. Customer shall indemnify and defend Company from all Claims arising from or out of any event, act or incident occurring when or after the title to the electricity passes to Customer.

11. FORCE MAJEURE. Company will be excused from performance of its obligations under this Agreement, in whole or in part, to the extent caused by or related to an event of Force Majeure.

12. CHANGE IN LAW. Notwithstanding any provision in this Agreement to the contrary, if there is one or more Change in Law events and such event, either independently or in conjunction with one or more other events (including, without limitation an auction), results in Company incurring new or increased costs or charges related to providing retail electric supply or any other products or services under this Agreement, Customer shall pay Company such new or increased costs and charges as Pass-Through Charges. In calculating each such charge, if the increase is not reasonably evident from the Change in Law itself, or if the charges subsequently increase based on another event, including, without limitation, a subsequent auction, Company may calculate the increase based on the charge incurred after the Change in Law event as compared to Company's earlier estimates of the charge.

13. NON-DISCRIMINATION. Company does not discriminate against any Customer based wholly or partly on race, color, creed, national origin, or sex, of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.

14. REPRESENTATIONS AND WARRANTIES. Each of the following representations and warranties are deemed to be continuing throughout the term of this Agreement, unless stated otherwise. Each Party represents and warrants to the other that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, verbal authorization, delivery and performance of this Agreement is duly and validly authorized by all necessary corporate or other actions and do not violate its governing documents, any agreement to which it is a party or any laws applicable to it; (iv) if it is executing this Agreement in its capacity as an agent or representative, it has the authority to bind its principal to the Agreement; and (v) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses).

Customer further represents and warrants to Company that: (x) it has made its own independent decisions to enter into this Agreement and its decisions are based upon its own judgment and any advice from its own advisors as it has deemed necessary; (xi) it is purchasing the electricity for its own consumption and has not entered into the Agreement for speculative purposes; (xii) it has full power and authority over the provision of electricity to the facilities to which the Account(s) pertain; (xiii) for all purposes that may impact the electricity usage of the Accounts, it will operate the facilities to which the Account(s) pertain in the same or substantially the same manner as it has in the twelve (12) months preceding the Effective Date; and (xiv) it will not have generation that is synchronously connected to the Utility, or enter into net metering arrangements with the Utility, with respect to any of the Accounts.

15. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY STATED IN THE REPRESENTATIONS AND WARRANTIES SECTION OF THIS TOS, COMPANY EXPRESSLY DISCLAIMS AND NEGATES ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, EXCEPT WITH RESPECT TO AMOUNTS DUE FOR COSTS, DAMAGES AUTHORIZED BY THIS AGREEMENT, OR THE EARLY TERMINATION FEE, OR IN CONNECTION WITH INDEMNIFICATION OF CLAIMS BY CUSTOMER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS (OTHER THAN COMPANY'S PROFIT EXPECTED UNDER THIS AGREEMENT) OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. COMPANY IS NOT LIABLE FOR FAILURE OF UTILITY OPERATIONS, INCLUDING TRANSMISSION OR DISTRIBUTION OUTAGES, PLANNED OR UNPLANNED. COMPANY IS NOT RESPONSIBLE FOR PHYSICALLY TRANSMITTING, DELIVERING OR DISTRIBUTING ELECTRICITY AND DOES NOT CONTROL THE UTILITY'S FACILITIES OR OPERATIONS. IF A UTILITY DENIES SERVICE TO CUSTOMER OR ANY ACCOUNTS, COMPANY IS UNDER NO OBLIGATION TO SUPPLY THE ACCOUNTS AND HAS NO LIABILITY FOR SUCH FAILURE TO SERVE.

17. FORWARD CONTRACT. The Parties agree that this Agreement is a "forward contract", Company is a "forward contract merchant", and any payment related to this Agreement will constitute a "settlement payment", all as defined in the United States Bankruptcy Code.

18. ATTORNEY'S FEES. If Company prevails, in whole or in part, in any lawsuit or legal proceeding related to this Agreement or refers Customer's outstanding balance to an attorney or collection agent for collection or collects Customer's outstanding balance through bankruptcy or other judicial proceedings, Customer shall pay Company's fees and expenses (including reasonable attorney's fees) incurred in connection therewith.

19. ASSIGNMENT. Company may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without Company's prior written consent. Company may deny such assignment based on the creditworthiness of the assignee. Any purported assignment in violation of this Section shall be null and void ab initio.

20. GOVERNING LAW. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state in which the Customer's meter(s) (or a majority thereof) are located, without giving effect to such state's principles governing conflicts of law. Except with respect to provisions governing adequate assurance, the provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for the purposes of the UCC.

21. CONFIDENTIALITY. The Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies and (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. Notwithstanding the preceding provisions of this Section, Customer authorizes Company to use and disclose to any of Company's affiliates and any of its or their third party service providers Customer information for the purpose of potentially providing to Customer and any of Customer's affiliates opportunities to purchase products or services, and general product development. Further, if Customer's purchase was enabled by a third party broker/consultant, Customer authorizes Company to disclose to such third party broker/consultant all Customer information until Customer provides written notice to discontinue.

22. JURY/LEGAL WAIVER. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL REGARDING ANY LITIGATION, LEGAL ACTION OR PROCEEDING ARISING FROM OR DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST COMPANY AND AGREES NOT TO DO SO. THE PARTIES WANT THIS AGREEMENT TO CONTROL THEIR OBLIGATIONS. THUS, TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAW AND UNLESS OTHERWISE SPECIFICALLY SET FORTH HEREIN, CUSTOMER HEREBY WAIVES ANY CUSTOMER PROTECTION RIGHTS UNDER ALL LAWS, RULES, REGULATIONS AND ORDERS OF THE PUC OR UNDER

OTHER APPLICABLE LAW, INCLUDING RIGHTS RELATED TO CONTRACT RESCISSION, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES.

23. LIMITED AGENT. _Company's responsibility as Customer's limited agent is limited to the tasks authorized for Company to provide the services under this Agreement and does not result in imposition on Company, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

24. SURVIVAL. The following provisions, and any other provision which by its nature should survive, shall survive any termination or expiration of this Agreement: Title, Risk of Loss and Indemnification, Disclaimer of Warranty, Limitation of Liability, Attorney's Fees, Governing Law, Jury/Legal Waiver, and Notices. The Confidentiality Section shall survive any termination or expiration of this Agreement for a period of one (1) year.

25. MISCELLANEOUS. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof. Customer agrees that any electronic signature document delivered via Customer's domain name based on the email set forth above shall be considered signed or executed by Customer. Customer assumes all risks arising out of the use of electronic signature for all purposes, including the authorization or execution of the Agreement and misuse by third parties. Any electronic signature shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law. There are no third parties beneficiaries to this Agreement and this Agreement is binding on each Party's successors or permitted assigns. This Agreement may not be amended except by a written amendment signed by both Customer and Company. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered. Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument. No waiver by any Party hereto of any one or more of such Party's rights under this Agreement, or waiver of a default by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any such right , or any other default whether of a like kind or different nature. The rights and remedies of the Parties in this Agreement are cumulative and either Party may enforce any of its rights and remedies under this Agreement and any other rights and remedies available to it at law or in equity, unless expressly specified otherwise in this Agreement. The Parties shall not be deemed to be in a relationship of partners or joint ventures by virtue of this Agreement, nor shall any Party be an agent (except as expressly agreed to in this Agreement), representative, trustee or fiduciary of the other Party. This Agreement is intended to secure and provide for the services of Company as an independent contractor.

26. NOTICES. Any contractual notice required to be given under this Agreement shall be delivered to the receiving Party in accordance with the appropriate information set forth in the Agreement. Customer agrees to use reasonable efforts to update Company and keep current Customer's contact and billing information. A Party may change its address or contact information by providing notice of same in accordance herewith. A Party shall provide any notice in writing by U.S. mail or courier service, provided that Company may communicate or inquire about operational decisions, including contract termination or expiration notices by telephone or electronic means in accordance with the contact information provided by Customer or otherwise known. Company's contact information for notices is set forth in this Agreement. Customer's receipt of a notice delivered by mail will be deemed at the end of the fifth (5th) business day after the date of mailing, or upon actual receipt, if earlier. Customer's receipt of a notice delivered by courier will be deemed on the business day after it was sent or upon actual receipt, if earlier. Customer's receipt of a notice sent by facsimile, e-mail or other electronic means will be deemed at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as confirmed by Customer. Company may waive any notice requirements set forth herein.

Notice Information:

For mail and courier service
NextEra Energy Services, 601 Travis St., Ste 1400, Houston, TX 77002
For facsimile – 800.627.8813

Additional Contact Information:

For billing (including inquiries about the Holdover Price and Monthly Base Charge for the Holdover Period) and Customer service inquiries, email custserv@nexteraenergyservices.com, call 877.528.2890, or fax 800.627.8813
For contract inquiries, email contracts@nexteraenergyservices.com or fax 800.627.8813

Internet address: www.nexteraenergyservices.com

27. STATE-SPECIFIC DISCLOSURES.