



**Direct Energy Business, LLC**  
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[www.directenergy.com](http://www.directenergy.com)

**Date:** September 25, 2022  
**Product Code:**  
ERCOT\_FP\_XCongestion\_100MAC\_TX  
**Contract ID:** 6193995

#### CUSTOMER INFORMATION

**Customer Name:** Evridge Farms

**Contact Name:** John Evridge

**Address:** 2167 Fm 2594, Midland, TX, 79701

**Telephone:** 432-556-5241

**Fax:**

**Email:** john@evridgefarms.com

**Billing Contact:**

**3rd Party Bill Pay:**

**Billing Address:**

**Telephone:**

**Fax:**

**Email:**

#### ELECTRICITY TRANSACTION CONFIRMATION - Texas Fixed Price excluding Congestion with 100% MAC

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated September 23, 2022, as may be amended (the "CMA"). If the referenced CMA is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such CMA. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation. The Purchase Price excludes all Transmission and Distribution Service Provider ("TDSP") charges and fees as approved by the Public Utility Commission of Texas ("Texas PUC"), and Taxes that are or may be the responsibility of Customer. If the billing type is identified herein as "Supplier Consolidated" then Seller shall pass-through all TDSP charges, fees, and Taxes to Customer at cost via the invoice, which shall be paid by Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of execution of the CMA and this Transaction Confirmation by Seller or written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

#### DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: April 23, 2024, and will continue for a term of 31 Months. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

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 the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all TDSP charges and fees, Taxes, costs, charges or fees which are set forth herein and the Services Fee as determined by Seller, unless otherwise agreed to in writing by the Parties.

#### DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

#### BILL TYPE - SUPPLIER CONSOLIDATED

#### CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, 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 historical monthly usage for such Service Locations.

#### PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through", they will be passed through to you at cost and shown as a line item on your bill.

ERCOT	Value
Energy	Included
Ancillaries	Included
Congestion Revenue Rights	Included
Losses	Included
Nodal Congestion	Pass Through
RPS	Included
Default Securitization Charges	Pass Through
Uplift Securitization Charges	Pass Through
Applicable Taxes	Pass Through

## DEFINITIONS

If not specifically defined herein, terms are as defined or as described in the ERCOT Nodal Protocols.

**Ancillaries:** Services necessary to support the transmission of Electricity to the Utility while maintaining reliable operation of the transmission system, as well as all other administrative, miscellaneous, and market charges for market services that are assessed to Seller's load by ERCOT, all as allocated by Seller to Customer on a pro-rata basis. Ancillaries include the costs for increased procurement of Ancillary Services announced by ERCOT on July 1, 2021 (Operations Notice W-B070121-01), August 12, 2021 (Operations Notice W-A081221-01), and as approved by the ERCOT Board December 10, 2021 for calendar year 2022.

**Default Securitization Charges** are the charges authorized in PUCT Docket 52321

**ERCOT:** The Electric Reliability Council of Texas.

**ERCOT Nodal Protocols:** The ERCOT set of rules and regulations for the Nodal Market, located on the ERCOT website at <http://www.ercot.com/mktrules/nprotocols/current.html>, or successor location.

**Exhibit A:** The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

**Nodal Congestion:** The difference between the Real-Time Settlement Point Price for the Load Zone for the applicable Service Location(s) and the Real-Time Settlement Point Price for the Hub for the applicable Service Location(s).

**Nodal Market:** The ERCOT wholesale market design, established by ERCOT under the ERCOT Nodal Protocols.

**Real-Time Settlement Point Price (RTSPP):** The real-time price for wholesale electricity under the Nodal Market as published by ERCOT for any settlement point in the ERCOT Nodal Protocols, as calculated hourly by Seller.

**Renewable Portfolio Standard (RPS):** A regulation that requires the increased production of energy from renewable energy sources.

**Services Fee:** The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

**Uplift Securitization Charges** are the charges authorized in PUCT Docket 52322

## SPECIAL PROVISIONS

**1.. Change in Utility Account Numbers:** The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

**2.. Third Party Charges:** Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

**3..** As it relates to this Transaction Confirmation, the section of the CMA regarding material deviation shall be deleted in its entirety and replaced with the following:

"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 +/- 100% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation, which is not caused by weather."

**4.. Remedies:** The Remedies section of the CMA is amended by adding this language at the end of the section:



## EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated September 25, 2022 between  
**DIRECT ENERGY BUSINESS LLC**  
 and  
**Evridge Farms**  
 for a term of **31 Months**  
Contract ID: 6193995

## ERCOT\_FP\_XCongestion\_100MAC\_TX

Account Number	Service Location	Utility	Utility Rate Class	Zone	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
10443720001602475	2000 FM 2594 (a073c000019Mg3T)	TXU	D0	WEST	04/23/2024	4.782	1,552,891
10443720001729664	5400 E COUNTY ROAD 160 C (a073c000019Mg1m)	TXU	A0	WEST	04/29/2024	4.782	23,096
10443720002475307	47712 SUAA IRRIG RD 40HP (a073c000019Mg2G)	TXU	D2	WEST	04/26/2024	4.782	55,773
10443720002686262	21988 SUAA RD (a073c000019Mg2L)	TXU	A0	WEST	04/26/2024	4.782	70,940
10443720002686293	312 SUAA IRRIG RD 25HP (a073c000019Mg2B)	TXU	D2	WEST	04/26/2024	4.782	253,385
10443720006917267	2500 FM 2594 TRLR (a073c000019Mg3J)	TXU	B0	WEST	05/12/2024	4.782	16,212
10443720006992318	312 SUAA RD IRRIG (a073c000019Mg21)	TXU	D0	WEST	04/26/2024	4.782	148,077
10443720007412834	47712 SUAA IRRIG RD 50HP (a073c000019Mg2z)	TXU	D0	WEST	04/26/2024	4.782	151,359
10443720008465315	2500 COUNTY ROAD 252 (a073c000019Mg2Q)	TXU	D0	WEST	04/26/2024	4.782	307,302

**Total Annual Usage: 2,579,035**

\*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

## Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024				64,709	326,129	261,513	258,078	231,251	202,737	268,393	227,109	138,543
2025	69,095	111,589	198,469	281,471	324,749	262,948	258,078	229,846	203,863	268,393	224,891	138,921
2026	69,095	111,589	198,469	281,471	324,749	262,948	258,078	229,846	203,863	268,393	160,980	339

\*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

**This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null**

and void.

Term of Months: **31 Months**

Meter Read Start Date: **April, 2024**

☐ Please aggregate my account onto one invoice  
(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By: John Evridge

Date: 09/26/2022