



## SALES CONFIRMATION

### FIXED+SECURE

This Sales Confirmation supplements, forms a part of and is expressly subject to that certain Master Retail Electricity Sales Agreement (the 'Master Agreement') dated October 14, 2021, as may be amended from time to time, (which is incorporated herein for all purposes, and along with this Sales Confirmation, is collectively referred to as the 'Agreement') between **FKG Oil Company** ('Buyer') and **EDF Energy Services, LLC** ('Seller'). Buyer and Seller may be individually referred to as 'Party' or collectively as 'Parties'. Terms that are capitalized but not otherwise defined in this Sales Confirmation shall have the meaning(s) ascribed to such terms in the Master Agreement or as defined in the applicable ISO tariff. In the event of inconsistency between the terms of this Sales Confirmation and the terms of the Master Agreement, the terms and conditions of the Sales Confirmation shall prevail. The Parties have agreed to transact as set forth below.

**Sales Confirmation Effective Date:** **October 28, 2021**

**Start Date:** The Service Start Date shall be the utility meter read occurring on or about **11/01/2021**

**End Date:** The Service End Date shall be the utility meter read occurring on or about **11/01/2024**

**Term:** **36 Months**

**Pricing:** Buyer will pay, for any Usage during the Term, an amount equal to (1) Metered Usage multiplied by the Contract Price (or the Transition Price, if applicable), (2) charges associated with Pricing Components marked with a 'P' in Figure 1 and (3) any Other Charges not included in the Contract Price and specified in this Sales Confirmation.

**Contract Price:** The Contract Price shall be **\$60.97** per MWh.

**Price Components:** As shown in Figure 1, Buyer shall be invoiced on a pass-through basis for those Price Components that are marked with a 'P'. Price Components marked with 'F' shall be included in the Contract Price.

**Figure 1:**

Energy Charge	F
Capacity Charge	F
Transmission Charge ("NITS")	F
Transmission Enhancement Charge ("TEC")	F
Ancillary & Settlement Charges/Credits	F

The Contract Price does not include the following items ("Other Charges") which will be Passed Through:

1. DSP charges and credits invoiced to Seller by the applicable DSP for each Delivery Point.
2. All taxes and assessments imposed on the retail sales of electricity, including sales tax and reimbursement for miscellaneous gross receipts taxes. This shall include all federal, state, municipal and local taxes, duties, fees or other charges imposed on Seller by any governmental authority, directly or indirectly, with respect to the electricity and other related products and services provided by Seller to Buyer's Service Accounts including any taxes enacted after the Effective Date.

**Network Integration Transmission Service:** The Contract Price includes NITS; provided, however, Seller may adjust that component of the Contract Price on an annual basis based only on a change in network integration transmission service rates.

### General Definitions

**1. Ancillary & Settlement Charges/Credits** - Applicable charges and/or credits for ancillary services and other ISO charges and credits as set forth in the applicable ISO Tariff and for other ISO costs not otherwise included in any of the defined cost



components set forth herein. Applicable Ancillary Service Charges will be allocated based on Buyer's \$/MWh share of Seller's total portfolio costs for Ancillary Services.

2. **Capacity Charge** - A charge for fulfilling resource adequacy requirements imposed by the ISO or otherwise.

3. **ISO** - ISO means the applicable Independent System Operator.

4. **Load Zone** - A geographic area established by the applicable ISO from which the ISO derives aggregated data of MW-Hour net energy for load, and for which the ISO publishes prices used for settlement purposes. The applicable Load Zone(s) for Seller's account(s) are set forth in Figure 2.

5. **Service Account Number** - The unique numerical identifier of a meter for which Buyer requests service as specified in Delivery Point(s) Table, Figure 2.

6. **Transmission Charge (NITS)** - The charge for Network Integration Transmission Service as identified in the applicable ISO Tariff for the provision of transmission service by the ISO within the DSPs service territory.

7. **Transmission Enhancement Charge ('TEC')** - Charges incurred by Seller to satisfy transmission enhancement projects as identified in the applicable ISO Tariff.

#### **Miscellaneous Provisions**

**Material Change:** Buyer shall notify Seller of any change in its operations or activities that could reasonably be expected to result in a material change in Buyer's Metered Usage during the Term within a commercially reasonable period of time prior to the implementation of such change. 'Material change' shall mean Buyer's Metered Usage changes by more than 25% as compared to Baseline Usage and lasting more than 2 billing cycles. 'Baseline Usage' shall mean historical usage as measured by the DSP for the most recent 12-month period prior to the Service Start Date. In the event that such 12-month period data is not available, the Baseline Usage shall be determined based upon best available usage information. If Seller determines that Buyer's Metered Usage (a), as established by the DSP has materially changed or (b) is likely to materially change, in either case, as compared to past practice or the historical data provided by the DSP for Buyer's Delivery Points, Seller may, in addition to other remedies provided for herein, add to the amount paid by Buyer, as specified in the 'Pricing' section above, the amount necessary to account for Seller's incremental costs resulting from or likely to result from, as applicable, the change to Metered Usage.

**On-Site Generation Disclosure:** The Buyer hereby represents and warrants to Seller that there is no existing on-site generation installed at any of Buyer's Delivery Point(s) set forth in this Sales Confirmation, except as listed in Table 1 below. For any anticipated Material Reduction in Metered Usage related to new (or increased) self-generation, Buyer shall provide written notice to Seller no less than ninety (90) days prior to the anticipated change. Material Reduction shall mean Buyer's Metered Usage reduces by more than 15% as compared to Baseline Usage. If Seller determines that Buyer's Metered Usage has materially changed as a result of new or increased self-generation, Seller may add to the amount paid by Buyer, as specified in the Pricing section above, the amount necessary to account for Seller's incremental costs resulting from or likely to result from the change in Metered Usage.

**Table 1:**

Facility Name	Generation Type	Nameplate Capacity

**Baseline Usage:** 'Baseline Usage' shall mean the average twelve (12) months of usage identified in Table 2.

**Table 2 (MWh):**

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
644	612	614	600	645	704	735	743	651	649	608	635



**Usage Beyond Expiration:** In the event Buyer does not timely execute a new agreement prior to the Service End Date, whether by expiration or termination, then electricity supply services may continue hereunder following the Service End Date on a month to month basis until a new agreement is executed upon mutual agreement of the Parties (the 'Transition Period'). In lieu of the pricing described in this Agreement, Buyer shall pay Seller an amount during the Transition Period for full requirements service and a market adjusted price as determined by Seller in its sole and exclusive discretion for the relevant Delivery Point for the Account(s) plus \$5.00 per MWh (the 'Transition Price' or 'TP') The amount owed by Buyer to Seller during the Transition Period shall be the product of the Transition Price and the Metered Usage adjusted to include Distribution and Transmission Losses.

**Adding and Deleting Accounts:** Buyer is permitted to add or delete ESAs provided that there is no Event of Default by Buyer, and any such ESA to be added is located within the DSP area currently served by Seller. In the event that ESAs are added and/or deleted, the Parties shall modify the Service Accounts list accordingly subject to a 5% Metered Usage change allowance as compared to Baseline Usage provisions contained within the Sales Confirmation. However, the Parties hereby agree that no formal written Amendment to the Sales Confirmation shall be required if Service Accounts are simply being added/deleted without any additional changes to the respective Sales Confirmation.

**Billing and Payment Terms:** The Delivery Point(s) set forth shall be billed according to Dual bill methodology. Applicable to this Sales Confirmation, payment shall be due to Seller twenty (20) days after the billing date on the Buyer's invoice or the transmittal date on the email, whichever is later.

**Customer Protection Rules:** Buyer and Seller acknowledge and agree that, to the extent permitted by law, Buyer waives the application of consumer protection rules of the Illinois Commerce Commission, as now in effect or subsequently amended, that are intended to protect residential and very small commercial consumers. If there is any conflict between such consumer protection rules and this Agreement, the Parties acknowledge that this Agreement will control.

**Invoices:** Email: [customercare@edfenergyna.com](mailto:customercare@edfenergyna.com)

**For Emergencies, Outages and Equipment Service, call your respective DSP ('wires' company) below. For verification purposes, use your DSP Account Number.**

DSP	Contact Number
ComEd	(800) 334-7661
Ameren Electric	(800) 755-5000

*Signatures on next page.*



IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Sales Confirmation Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

**“BUYER”**

**FKG Oil Company**

By: Andy Wall

[Signature]

Name: Andy Wall

Title: VP Facilities

Date: 10/29/2021

**“SELLER”**

**EDF Energy Services, LLC**

By: \_\_\_\_\_

[Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Figure 2**

**Delivery Point(s):**

	DSP Account Number	Service Address	City	State	Zip Code	Load Zone	Utility	Est Start Date
1	6555700126	1117 Camp Jackson Rd	Cahokia	IL	62206	AMIL.EIP S	AMEREN	11/29/2021
2	5158387219	1 Club Centre Ct	Edwardsville	IL	62025	AMIL.EIP S	AMEREN	12/1/2021
3	8860000615	5311 Godfrey Rd	Godfrey	IL	62035	AMIL.EIP S	AMEREN	12/3/2021
4	4315001819	513 S 21st St	Matton	IL	61938	AMIL.EIP S	AMEREN	12/3/2021
5	4957891054	286 Southwoods Ctr	Columbia	IL	62236	AMIL.EIP S	AMEREN	11/29/2021
6	8472742890	511 S Main St	Pinckneyville	IL	62274	AMIL.EIP S	AMEREN	12/2/2021
7	0348216334	608 S 3rd St	Greenville	IL	62246	AMIL.EIP S	AMEREN	12/7/2021
8	5166807697	1324 N Illinois St	Swansea	IL	62220	AMIL.EIP S	AMEREN	12/7/2021
9	4599189938	1905 N Main Street	Edwrdsville	IL	63025	AMIL.EIP S	AMEREN	12/6/2021
10	3005004315	1003 W Main St	Shelbyville	IL	62565	AMIL.EIP S	AMEREN	11/29/2021
11	9306006916	1315 N 3rd Street	Effingham	IL	62401	AMIL.EIP S	AMEREN	12/7/2021
12	9016128175	721 W Main St	Belleville	IL	62220	AMIL.EIP S	AMEREN	11/29/2021
13	7490425931	723 W main St	Belleville	IL	62220	AMIL.EIP S	AMEREN	12/8/2021
14	1191006117	2604 W Main St	Marion	IL	62959	AMIL.EIP S	AMEREN	12/17/2021



15	3825581932	15 N 8th Street	Belleville	IL	62220	AMIL.EIP S	AMEREN	12/8/2021
16	0630049007	1790 Frank Scott Pkway	Shiloh	IL	62269	AMIL.EIP S	AMEREN	11/15/2021
17	3778453000	1790 Frank Scott Pkwy E	Shiloh	IL	62269	AMIL.EIP S	AMEREN	11/16/2021
18	4170444010	8401 US Hwy 50	Lebanon	IL	62254	AMIL.EIP S	AMEREN	11/17/2021
19	8118072657	435 W Holmes St	Chester	IL	62233	AMIL.EIP S	AMEREN	11/16/2021
20	2340358417	1920 Carlyle Ave	Belleville	IL	62221	AMIL.EIP S	AMEREN	11/12/2021
21	0191006010	2604 W Main St	Marion	IL	62959	AMIL.EIP S	AMEREN	11/17/2021
22	2792298412	701 Main Street	Belleville	IL	62220	AMIL.EIP S	AMEREN	11/5/2021
23	2432521138	1 Howellman Dr	Duquoin	IL	62832	AMIL.EIP S	AMEREN	11/19/2021
24	3475009814	1219 S West St	Olney	IL	62450	AMIL.EIP S	AMEREN	11/16/2021
25	4959628014	702 Vandalia St	Collinsville	IL	62234	AMIL.EIP S	AMEREN	11/19/2021
26	2422002217	100 E Plaza Dr	Carterville	IL	62819	AMIL.EIP S	AMEREN	11/22/2021
27	8980001291	500 W Main Street	Salem	IL	62881	AMIL.EIP S	AMEREN	11/19/2021
28	3152001229	110 S Williams St	Murphysboro	IL	62966	AMIL.EIP S	AMEREN	11/18/2021
29	6600006719	6112 N Illinois St	Fairview Hts	IL	62208	AMIL.EIP S	AMEREN	11/22/2021
30	8567086258	415 S Macoupin St	Gillespie	IL	62033	AMIL.EIP S	AMEREN	11/12/2021
31	0234002316	501 S 5th St	Carrolton	IL	62016	AMIL.EIP S	AMEREN	11/19/2021



32	2180728018	721 W. Main St	Belleville	IL	62220	AMIL.EIP S	AMEREN	11/5/2021
33	9296641000	102 west State Unit F	OFallon	IL	62269	AMIL.EIP S	AMEREN	11/18/2021
34	1073166033	110 S Williams St	Murphysboro	IL	62966	AMIL.EIP S	AMEREN	11/18/2021
35	7041127005	100 E Plaza Dr	Carterville	IL	62918	AMIL.EIP S	AMEREN	11/22/2021
36	7524002812	401 S State St	Jerseyville	IL	62052	AMIL.EIP S	AMEREN	11/9/2021
37	5077694095	601 S main st	Hillsboro	IL	62049	AMIL.EIP S	AMEREN	11/9/2021