



Direct Energy Business Marketing, LLC  
 d/b/a Direct Energy Business  
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[www.directenergy.com](http://www.directenergy.com)

Date: 12/10/2021  
Time: 11:52 AM  
Proposal ID: 68349601  
Marketer Name: Kopala, Jeffrey

### CUSTOMER INFORMATION

**Customer Name:** ELM STREET PLAZA VENTURE LLLP

☐ New ☒ Renew

**Contact Name:** Jack Devedjian

**Billing Contact:**

**Address:** PO Box 4697 LOGAN, UT 84323 US

**Billing Address:**

**Telephone:** (312) 527-7478 **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 September 18, 2019 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
1130 N Dearborn St Bldg	0610730845-00002	SST (10743

### DELIVERY PERIOD

Begin: 04/01/2022

End: 03/31/2026

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

Peoples Gas Light & Coke / Peoples Rate SST 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		
April		2105		October	1483
May		1365		November	3944
June		579		December	4046
July		823		January	2719
August		782		February	3972
September		611		March	3173

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#### PURCHASE PRICE

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Nymex Plus : \$0.712/MMBTU

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#### SPECIAL PROVISIONS

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$0.712/MMBTU, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which the Parties may fix the Commodity charge, and is posted on your online account portal. Seller reserves the right to amend these date restrictions at its sole discretion.

Buyer's "Responsible Trigger Contact(s)" have been identified as Jack Devedjian [jdedvedjian@habitat.com]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@directenergy.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

#### 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.

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

The Purchase Price is based on Buyer maintaining its current elected days of storage bank. Buyer understands that a change in its storage election during the Delivery Period or any Renewal Term may result in a financial impact and agrees that Seller may adjust the Purchase Price to reflect any resulting financial impact.

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:	ELM STREET PLAZA VENTURE LLLP	Seller:	Direct Energy Business Marketing, LLC
By:	<div><div>DocuSigned by:</div><div></div></div>	By:	
Name:	Jack Devedjian	Name:	
Title:	Authorized Agent	Title:	
Date:	12/10/2021	Date:	
		Proposal ID:	68349601
		Internal ID:	00086327 - CMA V.3