



Master Energy Purchase Agreement – Electric Commodity Sales

(Solutions/Key Accounts GTC v.12.11.17)

This Master Energy Purchase Agreement – Electric Commodity Sales, which comprises the below General Terms and Conditions (the “General Terms and Conditions”) dated and effective as of April 4, 2019 and all attachments and exhibits hereto, including any Attachment A-1 (each, an “Attachment” and collectively, this “Agreement”), is entered into by and between AEP Energy, Inc. (“AEP Energy”) and Pangea Ventures, LLC (“Customer”) (each of AEP Energy and Customer referred to individually as a “Party” and collectively as the “Parties”) and is intended to govern the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer’s account(s) (which may include non-metered lighting accounts) specified on the relevant Attachment (each, a “Service Location”).

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as hereinafter defined), AEP Energy shall sell to Customer the generation portion of its retail electric requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy, all of its retail electric generation supply requirements at its Service Location(s) (the “Retail Energy”), the terms and conditions of which are described in the relevant Attachment(s) hereto. The Retail Energy shall be provided to Customer’s relevant electric distribution company, which shall be specified in each Attachment (“EDC”), and transmission system interconnection point (each, a “Delivery Point”). The EDC is responsible for delivery of the Retail Energy to the Service Location(s) at and from the Delivery Point, as well as for reading Customer’s meter and responding to emergencies. The delivery and metering of the Retail Energy is subject to the applicable terms and conditions of the EDC. Customer designates AEP Energy as an authorized recipient of Customer’s account, billing, and historical and ongoing usage information and consents to the disclosure by each EDC to AEP Energy of certain basic information about Customer, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the EDC’s delivery or distribution of the Retail Energy and other services, whether billed to AEP Energy or Customer, including any switching, telecommunications, and/or meter or meter reading related costs.

The Retail Energy pricing specified in the relevant Attachment is determined by AEP Energy using Customer’s actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)’ anticipated Retail Energy requirements for the Term, and applies to all Retail Energy covered under the relevant Attachment, including any unmetered lighting volumes.

II. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy shall provide monthly invoices related to the sold Retail Energy, based on the relevant EDC’s meter read cycle, depending on billing method specified in the relevant Attachment, either (1) as a single bill through utility/EDC consolidated billing (UCB), (2) through supplier consolidated billing (SCB), or (3) as a separate bill from each of AEP Energy and the relevant EDC (Dual Bill). Customer’s total monthly invoice may be itemized by the various costs associated with the functions specific to Retail Energy supply and delivery in the EDC service territory listed in the relevant Attachment. Any itemized costs shall be determined according to the relevant Attachment. AEP Energy reserves the right to convert the Customer invoicing method from time to time with notice to customer. AEP Energy has the right to estimate bills in cases where actual billing determinants are unavailable. In cases where estimated bills are issued, AEP Energy shall subsequently reconcile the actual bill(s) and the estimated bill(s) and post any debit or credit amount as soon as reasonably practicable after receiving the related actual billing determinants. Customer shall pay all amounts due according to the instructions on the relevant invoice by check or wire transfer, in immediately available funds, or Automated Clearinghouse, and AEP Energy shall have received such payment by the close of business, no later than the number of days specified in the relevant Attachment after the date of the invoice containing the relevant charges. Late payments with respect to undisputed amounts due and payable to AEP Energy (including any outstanding late payment charges) shall incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less. In any instance where any payment is declined by the issuing institution, Customer shall be assessed a charge of forty-five dollars (\$45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by AEP Energy, including attorneys’ fees, in connection with collection

and enforcement of its rights on accounts greater than thirty (30) calendar days past due.

B. Invoice Disputes and Adjustments: Customer may, in good faith, dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy. In event of any such dispute and prior to the due date of the relevant invoice, Customer shall make payment of the undisputed portion of the invoice within the normal terms and deliver to AEP Energy written notice of the dispute, which must include the amount of, and reasonably sufficient basis for, the disputed amount and supporting documentation therefor (the “Notice of Dispute”). During the forty-five (45) calendar days following AEP Energy’s receipt of any Notice of Dispute (the “Dispute Period”), the Parties shall expeditiously and in good faith negotiate to informally resolve any disputed invoice. If the Parties are unable to mutually resolve in writing such dispute before expiration of the Dispute Period, either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer’s actual usage during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice and irrespective of whether a Party or third party was at fault for the omission of such usage from the previously-issued invoice. Customer will receive credit in re-issued invoices for any amount of the previously-issued invoice that had been paid by Customer. AEP Energy may, at its election, issue a single invoice consolidating multiple billing periods by itemizing the amounts omitted for each billing period at issue.

III. TAXES

Each Party shall pay or cause to be paid all taxes, fees, levies, penalties, licenses, or charges imposed by any governmental entity or agency having jurisdiction associated with the Retail Energy on its side of the relevant Delivery Point (including as enacted after the date hereof, “Taxes”). The Party claiming entitlement to exemption from any Taxes or charges shall be responsible (A) to furnish timely to the other Party any necessary supporting documentation and (B) for associated interest, penalties, and/or Taxes from which exemption could not be documented due to any failure to do so.

IV. TERM AND EFFECT OF TERMINATION

This Agreement shall remain in effect from the date hereof and the relevant term shall continue concurrently with any Attachment then in effect, unless sooner terminated hereunder (the “Term,” which includes any Holdover Term (as hereinafter defined) or renewal term). AEP Energy shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under the relevant Attachment (A) upon the available enrollment date that is established by the EDC and estimated to be on or around the Anticipated Start Date specified in the relevant Attachment, and (B) after AEP Energy receives confirmation that the EDC has accepted the delivery service request (the “Commencement Date”); provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following execution of the relevant Attachment. AEP Energy shall not be liable for any lost savings or lost opportunity as a result of any delay in the Commencement Date.

Following termination or expiration of the relevant Term, AEP Energy may continue to supply Retail Energy to any Service Location on a month-to-month holdover basis, during which this Agreement shall continue (each, a “Holdover Term”). The price payable during any Holdover Term shall be the applicable Regional Transmission Organization (“RTO”) EDC day ahead hourly locational marginal price (LMP) plus an adder of \$0.005 per kWh, and any and all applicable bypassable charges for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and all other costs to serve shall be passed through in a commercially reasonable manner to Customer with no additional mark-up. In cases where Customer’s EDC does not provide interval usage data, AEP Energy shall, using commercially reasonable methodologies, estimate the load weighted average of the applicable LMP. Either Party may at any time terminate the Holdover Term and return any Service Location to the EDC without penalty or prejudice.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except that the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to the termination date, whether or not then invoiced, including any further late payment interest accruing after such termination and any Settlement Amount (as hereinafter defined). Any other obligation or agreement hereunder which by its nature survives, shall survive the termination or expiration of this Agreement, including the Parties’ respective agreements and obligations under the

"Confidentiality" and "Title, Indemnification, Warranty, and Limitation of Liability" sections, and shall apply whether in contract, equity, tort, or otherwise. Such termination shall be effective on the next available drop date as established by each EDC. In the event that the EDC's retail electric supply choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate this Agreement, without penalty to either Party.

V. CREDIT

Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may request additional credit information, including financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including a parental guaranty, escrow account, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from AEP Energy, Customer shall have five (5) business days to provide the requested information and/or security to AEP Energy.

VI. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true (and which (if capable of being excused or remedied) is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) AEP Energy's receipt of notice from the EDC of Customer's termination of supply with AEP Energy not in accordance with the terms of this Agreement; (5) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; or (6) the failure of Customer to provide information and/or security requested in a commercially reasonable manner or otherwise satisfy the creditworthiness requirements under the "Credit" section.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; or (2) terminate this Agreement (including any or all Attachments hereunder) by sending written notice to the Defaulting Party. In the event of such suspension or an early termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, the Defaulting Party shall also pay to the Non-Defaulting Party as liquidated damages a termination payment amount (the "Settlement Amount") calculated as follows:

If Customer is the Defaulting Party, the Settlement Amount shall equal the greater of (a) Contract Value, minus Wholesale Market Value, plus Enforcement Costs or (b) zero. If AEP Energy is the Defaulting Party, the Settlement Amount shall equal the greater of (x) Retail Market Value, minus Contract Value, plus Enforcement Costs or (y) zero.

As used herein, the following terms shall have the following meanings:

"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined) pursuant to the applicable Attachment(s).

"Enforcement Costs" means any attorneys' fees, expenses, and costs incurred by the Non-Defaulting Party in connection with enforcing its rights under this Agreement.

"Retail Market Value" means what Customer is actually paying, so long as no more than is commercially reasonable, related to the Remaining Performance.

"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had it not been terminated early.

"Wholesale Market Value" means the value that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any energy supply contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., capacity or transmission), related to the Remaining Performance.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of market prices and forward market prices. Such Settlement Amount calculation shall be made available to the Defaulting Party upon written request. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

VII. SERVICE LOCATION CLOSURE

Customer shall provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer shall be responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such removal. Such damages shall be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. The Parties acknowledge and agree that the pricing included in the relevant Attachment reflects, among other factors, Customer's expected usage and EDC-specific pricing under such Attachment. In the event that Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Locations on the relevant Attachment.

VIII. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such granted authority from the Owner does not expire or terminate prior to the end of the Term.

IX. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, either Party may assign its rights and obligations under this Agreement to an affiliate or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, so long as with respect to Customer, such affiliate or successor, as applicable, (A) is reasonably determined by AEP Energy to be of similar or greater credit quality as compared to Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests.

X. FORCE MAJEURE

Neither Party shall be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to the Force Majeure event) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party as soon as practicable. "Force Majeure" shall mean an event or circumstance that (A) prevents the Claiming Party from performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances, including acts of God; landslides; lightning; fire; storms or storm warnings; flood; weather related events affecting an entire geographic region, such as low temperatures that cause failure of transmission

or distribution systems; terrorism; sabotage; breach by the EDC; interruption and/or curtailment; earthquake; war; riot; or requirements, actions, or failure to act on the part of governmental authorities, including actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. If the Force Majeure continues for a period in excess of fifteen (15) calendar days, the non-Claiming Party may terminate this Agreement by providing the other Party written notice of the early termination, without such termination constituting an Event of Default.

XI. CHANGE IN LAW

In the event that any new, or any change in any existing, statute, rule, regulation, order, or other law, or procedure, tariff, rate class, or other process, charge, or event, including any change in any formula rate calculation, or any change in any interpretation or application of any of the foregoing, promulgated by any governmental authority, EDC, Independent System Operator, RTO, or other regulated service provider ("Change in Law"), alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (an "Increased Cost Change in Law"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Increased Cost Change in Law, and all other terms and conditions of this Agreement shall remain in full force and effect.

In the event that any Change in Law during the Term that was not known at the time of contract execution, materially alters to the benefit of AEP Energy its costs to perform or its economic returns under this Agreement (a "Decreased Cost Change in Law"), Customer may request that AEP Energy revise the pricing under this Agreement to incorporate the impact of such Decreased Cost Change in Law. Before any price revision set forth in this paragraph, Customer shall provide written notice to AEP Energy setting forth in commercially reasonable detail the Decreased Cost Change in Law, the resulting price revisions, and the proposed date upon which such revised pricing shall be effective. AEP Energy shall calculate whether the Decreased Cost Change in Law results in the proposed reduction in the related Retail Energy pricing, and, if AEP Energy so determines, using commercially reasonable methodologies, Customer shall pay the revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect. In the event a Decreased Cost Change in Law occurs with respect to any cost component of the related Retail Energy pricing that AEP Energy previously hedged, AEP Energy shall be permitted to mitigate any loss on such component when calculating the revised related Retail Energy pricing.

XII. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder shall constitute "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XIII. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC (as hereinafter defined), or any affiliated or third party agent, advisor, or contractor implementing this Agreement or the purposes hereof.

XIV. REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the date hereof and the date of any Attachment as follows: (A) 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 this Agreement; (B) its execution and delivery of this Agreement have been duly authorized by all necessary actions and/or approvals and will not violate or conflict with any of its governing documents, any contract to which it is a Party, or applicable law; and (C) it has read and fully understands (and as it deems appropriate, has obtained independent counsel regarding) this Agreement, and this Agreement constitutes a legal, valid, binding, and enforceable obligation of such Party. If an agent, broker, or consultant ("ABC") is involved in any transaction hereunder, Customer agrees and acknowledges that such ABC is an agent of Customer during such sales process and may receive a commission to be paid by AEP Energy from payments received from Customer hereunder.

XV. TITLE, INDEMNIFICATION, WARRANTY, AND LIMITATION OF LIABILITY

Title to and control and possession of the Retail Energy shall pass from AEP Energy to Customer at the Delivery Point. AEP Energy shall have responsibility for, and assume any liability, damages, or losses (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and liabilities, including attorneys' fees, (collectively, "Claims") arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have responsibility for, and assume any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement. Customer acknowledges that AEP Energy (A) is not a producer of electric energy, including the Retail Energy; (B) directly or indirectly procures the Retail Energy from third-party producers or resellers; and (C) does not own or operate transmission or distribution systems through which the Retail Energy is delivered to Customer and therefore agrees that AEP Energy shall not be liable for any damages associated with any failure or delay of such transmission or distribution systems. AEP Energy warrants title to all Retail Energy at the Delivery Point delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE OF THE GOVERNING LAW, THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD."

XVI. NOTICES

Any notice served hereunder from AEP Energy to Customer, shall be in writing and sent to any of Customer's billing or notice address or email address specified in writing by Customer from time to time, the address of any Service Location, or the address to which bills are sent to Customer. Any notice served hereunder from Customer to AEP Energy shall be in writing and shall be delivered to AEP Energy, Inc., Attn: Legal Department, 225 West Wacker Drive, Suite 600, Chicago, IL 60606 or such other address specified in writing by AEP Energy from time to time as the notice address. In the absence of proof of actual receipt, when required, notice shall be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by courier, on the business day after the designated delivery date, or (C) if by first class mail, on the third (3rd) business day after U.S. Postal Service postmark date or the date of deposit in the U.S. mail, as established by business records or any other commercially reasonable evidence.

Customer shall be responsible for communicating to AEP Energy any changes to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) for each Service Location as soon as practicable but in any event no later than fifteen (15) calendar days after any such change takes effect. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

XVII. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to any Service Location, shall be governed by, and construed and enforced in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions. The Parties consent and irrevocably submit to the jurisdiction of, and venue in, any state or federal court within the state where the Service Location is located, in the plaintiff Party's sole discretion. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. THE PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY SIZE.

XVIII. SEVERABILITY AND WAIVER

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, (A) the remaining provisions shall remain in force and shall not otherwise be affected, and (B) such provision or section shall be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties. The rights and remedies of the Parties under this Agreement and at law are cumulative. No waiver of any breach of this Agreement shall operate as a waiver of any other or subsequent breach. No delay, failure, or single or partial exercise by AEP Energy in enforcing any part of this Agreement shall be deemed a waiver of or shall prejudice any of its rights or remedies hereunder.

XIX. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings and representations, whether oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. No course of dealing or performance or failure to enforce shall be deemed to constitute an amendment hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Energy supply, respectively, with respect to the Service

Location(s) listed on the relevant Attachment. Any General Terms and Conditions or Attachments executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. In the event of a conflict between the terms of the General Terms and Conditions and any Attachment, the terms of any Attachment shall govern and take precedence. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against either Party. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

XX. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, all of which together shall constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., the Parties hereby agree that they may execute this Agreement using electronic means including the use of electronic signatures by the Parties, which the Parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

AEP Energy, Inc.**Customer: Pangea Ventures, LLC**

Signature: _____

Name: Scott D. Slisher

Title: Chief Solutions Officer

Date: _____

Signature: _____

Name: Daniel Meister

Title: Operations Manager

Date: 4/5/19

Billing Information:		Contract Notice Information:
		<input type="checkbox"/> Same as Billing Information
Address 1:	PO Box 182590	549 W RANDOLPH ST.
Address 2:	MAIL STOP 10	FLOOR 2
Attn:	PANGAEA VENTURES	UTILITIES
Telephone:	614-839-4503	312-985-0555
Email:	vendorservices@cassinfo.com	UTILITY@PANGAEE.COM
How would you like to receive your invoices (if billed by AEP Energy)? (Please choose at least one):		<input type="checkbox"/> Email (Recommended) <input checked="" type="checkbox"/> Paper Bill