



New York

Disclosure Statement

Contract ID: 6939417

NY DISCLOSURE STATEMENT

Price	Your price is 11.8700 cents per kilowatt-hour. This price may change pursuant to the Purchase Price section (or Changes to Purchase Price Section, as applicable) of the CMA and the Purchase Price section of the Transaction Confirmation.
Fixed or Variable and, if variable, how the price is determined	Fixed: See your Transaction Confirmation for full details
Length of the agreement and end date	12 Months
Process customer may use to rescind the agreement without penalty	Rescission without penalty not permitted
Amount of Early Termination Fee and method of calculation	Non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Close-out Value for each Transaction and aggregate all amounts owing - See the Remedies section of the CMA for more information
Amount of Late Payment Fee and method of calculation	Interest will be assessed on the late balance at the lower of 1.5% per month or the highest amount permitted by applicable law - See the Billing and Payment section of the CMA for more information
Provisions for renewal of the agreement	Automatically renews in successive one-month terms unless affirmatively renewed or terminated by either Party at a market-based price for similar quantities at the Delivery Point
Conditions under which savings to the customer are guaranteed	Savings compared to the Utility rate are not guaranteed



This Commodity Master Agreement ("CMA") among **Direct Energy Business, LLC and NRG Business Marketing LLC**, (collectively "Seller"), each a Delaware limited liability company, and SP Plus Corporation ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of August 29, 2023.

1. Transactions: The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.

3. Term: The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.

4. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.

5. Changes to Purchase Price: In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase Seller's costs, the Purchase Price may be adjusted by Seller to include such costs.

6. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 15 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.

7. Taxes: The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.

8. Disputes: If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

9. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

10. 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 +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).

11. Force Majeure: Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a

Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

12. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: **A.** Each Party represents that: (i) 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 to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur. **D.** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Confidentiality: Except as otherwise provided below, Seller shall maintain the confidentiality of Customer's data collected for purposes of fulfilling the terms of this Agreement including Customer's name, address, telephone number, electric usage and historic

payment information as required by applicable regulation and law. Customer shall maintain the confidentiality of this Agreement and will not without Seller's prior written consent, disclose the terms of this Agreement or any on-line account management password, to any third party, other than Customer's employees, affiliates, agents, auditors and counsel who are bound by confidentiality obligations not to disclose this Agreement. Seller may disclose or share the terms of this Agreement or Customer's data provided under or relating to this Agreement, with its affiliates, agents, employees, lenders, permitted assignees, or service providers who have agreed to confidentiality obligations not to disclose or share such information and to use it only in the course of their performance of services. Where required by applicable regulation or law, Seller will obtain Customer's consent to disclose or share Customer's data for any other purpose not defined herein.

17. Indemnification; Limitation of Liability: **A.** Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") which attach after title passes to Buyer. **B.** Seller will be responsible for and indemnify Buyer against any Losses which attach before title passes to Buyer. **C.** NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

18. Other: **(A)** The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. **(B)** Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. **(C)** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy **(D)** Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: Direct Energy Business, LLC or NRG Business Marketing LLC (as applicable), Attn: Client Services, 1001 Liberty Avenue, Pittsburgh, PA 15222; Email: ContractSupport@nrg.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. **(E)** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **(F)** Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Buyer's consent. Buyer may not assign this Agreement without Seller's consent not to be unreasonably withheld. **(G)** This Agreement may be executed in separate counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. **(H)** Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the natural gas or electricity generation industries, as applicable. **(I)** Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence. **(J)** Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. **(K)** If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. **(L)** If a broker or agent has been involved in any Transaction, such broker is an agent of Buyer only and not an agent of Seller.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

Buyer: SP Plus Corporation

By: Eduardo Barcos
Eduardo Barcos (Aug 29, 2023 10:17 CDT)

Name: Eduardo Barcos

Title: VP Procurement

Date: 8/29/2023

Seller: Direct Energy Business, LLC
NRG Business Marketing LLC

By: _____

Name: _____

Title: _____

Date: _____



Direct Energy Business, LLC
1001 Liberty Avenue Pittsburgh, PA 15222
1.888.925.9115
www.directenergy.com

Date: August 29, 2023
Product Code:
NY_C_OR_FP_UNBAND_UCB
Contract ID: 6939417

CUSTOMER INFORMATION

Customer Name: SP Plus Corporation

Contact Name: Sharee Henry

Address: 200 E Randolph St, Chicago, IL, 60601-6436

Telephone:

Fax:

Email: shenry@spplus.com

Billing Contact: Sharee Henry

3rd Party Bill Pay:

Billing Address: 200 E Randolph St 7700, Chicago, IL, 60601

Telephone:

Fax:

Email: shenry@spplus.com

ELECTRICITY TRANSACTION CONFIRMATION - New York Fixed Price Classic, Unbanded - Utility Consolidated Billing

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 August 29, 2023, 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 Utility transmission and distribution charges and Taxes that are or may be the responsibility of 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 (a) execution of the CMA and this Transaction Confirmation by Seller or (b) 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: January 01, 2024, and will continue for a term of 12 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.

Unless Buyer provides Seller with written notice at least thirty (30) days prior to the end of the Delivery Period and executes a new Transaction Confirmation, Buyer will be returned to the Utility at the end of the Delivery Period. The termination date shall be the next effective drop date permitted by the Utility. Buyer will remain responsible for payment for Commodity received until the affected account(s) is dropped from Seller's service. The Purchase Price for supply to the Delivery Point for any period outside of the Delivery Period shall be the then Market Price for supply to the Delivery Point. All other terms of the Agreement will remain in effect through the termination date as set by the applicable Utility.

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 - UTILITY CONSOLIDATED BILLING (EXTERNAL RATE READY)

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. 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.

NYISO	Value
Energy	Included
Ancillaries	Included
Capacity	Included
CES*	Included
Losses	Included
Applicable Taxes	Included

During the Delivery Period of this Transaction, if there is a change to the structure of the CES, whether as a result of additional units being added to the CES program, a new order released or an amendment to the current Order (Case 15-E-0302) issued, the Purchase Price may be adjusted by Seller or a separate line item may be added to your bill to reflect any increase in Seller's costs.

DEFINITIONS

Ancillaries: Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

Clean Energy Standard (CES): Proceeding on Motion of the Commission to Implement a Large-Scale Renewable Program and a Clean Energy Standard and the New York PSC Order Adopting a Clean Energy Standard issued and effective on August 1, 2016 as Case 15-E-0302. Below are the basic components that make up the various Tiers that are imposed on all load serving entities in NY.

If CES is noted as 'included' above, then the following CES components are included in the Purchase Price.

- Tier 1, as defined in 'Order Adopting Modification to CES' dated 10/15/2020
- Zero-emission Credits (ZECs)

The following CES components are not known at this time and therefore are not included in the Purchase Price. Once known, they may be passed through to Buyer pursuant to the Changes to Purchase Price section (or Purchase Price section, as applicable) set forth in the CMA.

- Tier 2, as defined in Tier 2 Petition submitted by NYSEDA on 1/27/2020
- Tier 4, future LSE obligation under development
- Offshore Wind Standard, as reflected in Case 18-E-0071 issued and effective 7/12/2018

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.

New York ISO (NY ISO): The New York Independent System Operator.

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.

Standardized Industrial Code (SIC): A four-digit numerical code assigned by the U.S. government to business establishments to identify the primary business of the establishment.

SPECIAL PROVISIONS

1.. As it relates to this Transaction Confirmation, the section of the CMA regarding material deviation shall be deleted in its entirety.

2.. Subject to the Purchase Price section (or the Changes to Purchase Price section, as applicable) of the CMA and Special Provision 3, no adjustments will be made to the Capacity Tag, Capacity Rate or Capacity Scalar components of the Purchase Price for the Delivery Period of this Transaction Confirmation.

3.. Physical Change in Operation: The Purchase Price is determined by Customer's historical usage and capacity tag. If Customer operates on-site generation, battery storage or thermal storage, except where Customer is required to use emergency back-up generation when the Utility is not capable of delivering electricity, or if Customer has a change in facility operations that cause a change in their SIC code and a significant change in daily operations occurs, Seller may either i) adjust the Purchase Price in a commercially reasonable manner to account for the change in usage caused by such change in operation, or ii) the Parties may mutually agree on a new product structure, through the execution of a new Transaction Confirmation.

4.. 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.

- 5.. 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.
- 6..** Buyer represents, warrants, and covenants that it is not a mass market customer as defined by the New York Department of Public Service Commission, and therefore it has only demand meters, or has at least one demand meter in each utility service territory in which it has metered accounts. Buyer further agrees that if it is such a customer ("mass market" as defined above) or becomes such a customer then such misrepresentation by Buyer is material, is a Default by Buyer, and notwithstanding anything to the contrary herein, this Agreement may be terminated by the Seller without further notice or opportunity for Buyer to cure.
- 7.. Covered Dwellings:** Buyer represents and warrants that none of the premises covered by this Agreement are multiple dwellings or two-family dwellings or are regularly used for residential use ("Covered Dwellings"), and covenants that it shall promptly notify Seller of any change to such status during the Delivery Period of this Agreement.
- 8..** For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Electricity, you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, e-mail the PSC at <http://www.dps.state.ny.us> or visit the PSC's website at <http://www.dps.state.ny.us>.
- 9..** Buyer shall have the right to amend the list of Service Location(s) identified in the Exhibit A without impact to the Price agreed hereunder by adding to or deleting from such Service Location(s) list provided that (i) such amendments are made solely in order to reflect additional Service Location(s) or deletions in respect of Service Location closures or transfers to unaffiliated third parties, and (ii) the net impact of such addition or deletion does not change Buyer's historical annual usage by more than 15 percent (15%) for all Service Locations in the aggregate. If Buyer adds Service Location(s) that result in an increase in annual usage of more than 15 percent (15%), then the cost for such additional usage shall be at current market rates. Any deletions in excess of such 15 percent (15 %) threshold shall result in the payment of Net Settlement Amount, if any, by Buyer.
- 10..** Without limiting anything in this Transaction Confirmation, as a condition to Seller's obligations hereunder, Buyer must be accepted by Seller and the Utility to receive a consolidated utility bill for both services and Energy provided by Seller and delivery services provided by the Utility.
- 11.. Utility Consolidated Bill:** Without limiting the Performance section of the CMA, as a condition precedent to Seller's acceptance of this Transaction Confirmation, Buyer must be accepted by Seller and the Utility to receive a consolidated utility bill for both services as described herein, Energy (provided by Seller) and delivery services (provided by the Utility). Buyer will receive from Utility a monthly invoice, incorporating both the services provided under this Agreement and Utility charges, in accordance with the Utility's meter reading and billing cycle schedule. Seller shall have the right to assign to Utility all amounts due from Buyer to Seller and Buyer is to remit payment in full to the Utility. If Buyer fails to remit payment in full in any month, a late payment charge will be assessed at the same rate and in the same manner as Utility applies late payment charges to its unpaid charges. The Utility may, at its option, disconnect all services to Buyer for any failure by Buyer to make full payment of all amounts billed in accordance with New York State Department Public Service Commission's rules for residential and non-residential service. In the case of such disconnection, Buyer shall be responsible for any and all charges required to reconnect service. If Buyer is disconnected, terminated, suspended, or withdraws from the utility consolidated program then it shall be in default and as such, this Agreement shall terminate and Buyer shall be responsible for any applicable Net Settlement Amount and/or Close-out Value. Notwithstanding the above and for termination not caused by disconnection by the Utility, Seller, may at its sole option continue to provide services as described herein and Energy in the case of early termination, suspension or withdrawal from such program. If so, the Agreement will not terminate and billing will proceed on a dual bill basis pursuant to the Billing and Payment section of the CMA.
- The Utility may, at its option, reject requests for consolidated billing for Buyer if Buyer's account becomes thirty-eight (38) or more calendar days past due, unless the past due amount is subject to a separate deferred payment agreement ("DPA") between Buyer and Utility and the Buyer is fulfilling its obligations under such DPA on a current basis.
- Notwithstanding anything to the contrary of the above, if Buyer is enrolled or becomes enrolled in any net metering program, Buyer understands and agrees that Seller may modify Buyer's billing option to a dual bill option consistent with the Billing and Payment section of the CMA.
- 12..** If Seller concludes that any change in any utility consolidated bill program occurs and such change increase Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs.

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
☐ Partial Exemption – NY State Residential property (TP 385 required)
☐ Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	SP Plus Corporation	Seller:	Direct Energy Business, LLC
By:	<u>Eduardo Barcos</u>	By:	_____
Name:	Eduardo Barcos	Name:	_____
Title:	VP Procurement	Title:	_____
Date:	8/29/2023	Date:	_____
		Contract ID:	6939417
		Internal ID:	00190432

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated August 29, 2023 between
DIRECT ENERGY BUSINESS LLC
 and
SP Plus Corporation
 for a term of 12 Months
Contract ID: 6939417

NY_C_OR_FP_UNBAND_UCB

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
2115607459000 17	22-22 Jackson Ave GAR (22-22 Jackson Ave GAR - SL - 2115607459000 17 - CONED - SP Plus Corporation)	CONED	EL9	J	5.1 / N/A	01/06/2024	11.870	72,160
2559191503400 01	102-01 66 Rd. GAR (102-01 66 Rd. GAR - SL - 2559191503400 01 - CONED - Central Parking Corp)	CONED	EL9	J	25.1 / N/A	01/26/2024	11.870	123,624
3020632053000 00	1900 Archer Rd. GAR (1900 Archer Rd. GAR - SL - 3020632053000 00 - CONED - Central Parking Corp)	CONED	EL9	J	13.6 / N/A	01/17/2024	11.870	104,400
3020632054000 08	1500 Unionport Road GAR (1500 Unionport Road GAR - SL - 3020632054000 08 - CONED - Central Parking Corp)	CONED	EL9	J	8.1 / N/A	01/17/2024	11.870	71,040
3021311626000 09	2040 E Tremont Ave GAR (2040 E Tremont Ave GAR - SL - 3021311626000 09 - CONED - Central Parking Corp)	CONED	EL9	J	11.3 / N/A	01/17/2024	11.870	85,440
3250830830250 01	2500 Johnson Ave GAR (2500 Johnson Ave GAR - SL - 3250830830250 01 - CONED - Central Parking Corp)	CONED	EL9	J	6.2 / N/A	01/09/2024	11.870	60,192
4020293148350 11	111 Worth St GAR (111 Worth St GAR - SL - 4020293148350 11 - CONED - Central Parking Corp)	CONED	EL9	J	19.3 / N/A	01/12/2024	11.870	86,080
		CONED	EL9	J	6.6 / N/A	01/17/2024	11.870	62,190

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
4150314325000 01	25 Union Square LOT (25 Union Square LOT - SL - 4150314325000 01 - CONED - Central Park Corp)							
4170354252000 30	East 20th St., and FDR (East 20th St., and FDR - SL - 4170354252000 30 - CONED - Central Parking Corp)	CONED	EL2	J	1.6 / N/A	01/23/2024	11.870	7,654
4210031522000 15	400 E. 54 St. GAR (400 E. 54 St. GAR - SL - 4210031522000 15 - CONED - Central Parking #483)	CONED	EL9	J	10.8 / N/A	01/05/2024	11.870	69,120
4210230167500 05	429 E. 52 St GAR (429 E. 52 St GAR - SL - 4210230167500 05 - CONED - Central Parking #485)	CONED	EL9	J	17.2 / N/A	01/04/2024	11.870	121,932
4210290015001 49	220 E 67 St. GAR (220 E 67 St. GAR - SL - 4210290015001 49 - CONED - SP Plus Corporation)	CONED	EL2	J	3.8 / N/A	01/12/2024	11.870	24,492
4211370010000 59	45 E. End Ave GAR (45 E. End Ave GAR - SL - 4211370010000 59 - CONED - Central Park Corp)	CONED	EL9	J	4.7 / N/A	01/25/2024	11.870	37,603
4220050775300 11	405 E 63 St Lot (405 E 63 St Lot - SL - 4220050775300 11 - CONED - SP Plus Corp)	CONED	EL2	J	4.6 / N/A	01/09/2024	11.870	30,926
4221070190010 18	301 E. 66 St. GAR (301 E. 66 St. GAR - SL - 4221070190010 18 - CONED - Central Parking Corp)	CONED	EL2	J	5.1 / N/A	01/11/2024	11.870	26,976
4231130419000 28	333 E 79 ST GAR (333 E 79 ST GAR - SL - 4231130419000 28 - CONED - Central Parking #581)	CONED	EL9	J	6.1 / N/A	01/20/2024	11.870	50,634
4241011440000 01	154 E. 53 St GAR (154 E. 53 St GAR - SL - 4241011440000 01 - CONED - Central Parking Corp)	CONED	EL9	J	5.7 / N/A	01/03/2024	11.870	144,520
		CONED	EL2	J	4.0 / N/A	01/09/2024	11.870	19,260

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
4251051300000 56	115 E 87 St GAR (Central Parking Corp)							
4261130820000 40	201 E. 79 St BSMT (201 E. 79 St BSMT - SL - 4261130820000 40 - CONED - Central Parking Corp)	CONED	EL9	J	9.1 / N/A	01/20/2024	11.870	52,201
4273270965000 06	222 E 65 St GAR (222 E 65 St GAR - SL - 4273270965000 06 - CONED - Central Parking Corp)	CONED	EL9	J	18.8 / N/A	01/10/2024	11.870	129,492
4310411394020 13	9 W. 31 St. RETA (9 W. 31 St. RETA - SL - 4310411394020 13 - CONED - Central Parking #0586)	CONED	EL9	J	9.0 / N/A	01/17/2024	11.870	63,840
4321151852020 29	133 W. 22nd St. GAR (133 W. 22nd St. GAR - SL - 4321151852020 29 - CONED - SP Plus Corporation)	CONED	EL9	J	20.5 / N/A	01/12/2024	11.870	123,840
4331132950000 10	587 6 Ave Lot (587 6 Ave Lot - SL - 4331132950000 10 - CONED - Central Parking #0663)	CONED	EL2	J	0.2 / N/A	01/11/2024	11.870	2,664
4340275260010 02	20 Morton Street ENT (20 Morton Street ENT - SL - 4340275260010 02 - CONED - Central Parking #2113)	CONED	EL9	J	17.4 / N/A	01/05/2024	11.870	123,804
4341010435050 17	270 Greenwich St. GAR (270 Greenwich St. GAR - SL - 4341010435050 17 - CONED - Central Parking #0585)	CONED	EL9	J	11.5 / N/A	01/03/2024	11.870	94,560
4341110400000 03	37 W. 12 St. GAR (37 W. 12 St. GAR - SL - 4341110400000 03 - CONED - Central Parking Corp)	CONED	EL9	J	4.5 / N/A	01/10/2024	11.870	50,544
4360152420310 13	120 W. 21st St GAR (120 W. 21st St GAR - SL - 4360152420310 13 - CONED - Central Park Corp #514)	CONED	EL9	J	12.4 / N/A	01/12/2024	11.870	69,606
4411050445000 01	38 W. 46th St. GAR (38 W. 46th St. GAR - SL -	CONED	EL9	J	12.2 / N/A	01/20/2024	11.870	102,040

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
	4411050445000 01 - CONED - Central Parking #2100)							
4411090540100 00	40 W. 53 St. GARG (40 W. 53 St. GARG - SL - 4411090540100 00 - CONED - Central Parking Corp)	CONED	EL9	J	21.2 / N/A	01/24/2024	11.870	108,144
4411191437000 65	214 W. 80 St GAR (214 W. 80 St GAR - SL - 4411191437000 65 - CONED - Edison Parking #4235)	CONED	EL9	J	13.0 / N/A	01/31/2024	11.870	98,496
4411310600000 72	101 W. 56th St GAR (101 W. 56th St GAR - SL - 4411310600000 72 - CONED - Central Parking #553)	CONED	EL9	J	24.4 / N/A	01/25/2024	11.870	151,600
4413070006200 01	134 W. 51 St. ENT (134 W. 51 St. ENT - SL - 4413070006200 01 - CONED - Central Park Corp)	CONED	EL9	J	14.5 / N/A	01/23/2024	11.870	87,360
4420271550000 02	267 W 47th St GAR (267 W 47th St GAR - SL - 4420271550000 02 - CONED - Central Parking #0181)	CONED	EL9	J	8.2 / N/A	01/23/2024	11.870	54,936
4421090347010 08	23 W. 55 St. Gar (23 W. 55 St. Gar - SL - 4421090347010 08 - CONED - Central Parking Corp)	CONED	EL9	J	21.3 / N/A	01/24/2024	11.870	140,640
4451130448830 35	200 CHAMBERS ST (SP Plus Corporation)	CONED	EL9	J	12.4 / N/A	01/26/2024	11.870	78,048
4460112325000 16	30 W 60 St. GAR (30 W 60 St. GAR - SL - 4460112325000 16 - CONED - Central Parking Corp)	CONED	EL9	J	45.7 / N/A	01/25/2024	11.870	276,444
4511150647090 09	545 E 116th St. Office (545 E 116th St. Office - SL - 4511150647090 09 - CONED - Central Parking System)	CONED	EL9	J	4.9 / N/A	01/11/2024	11.870	41,360
4512030701000 07	245 E 93 St. GAR (245 E 93 St. GAR - SL - 4512030701000 07 - CONED - Central Parking	CONED	EL9	J	17.7 / N/A	01/04/2024	11.870	97,002

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
	Corp)							
472123045900023	189 W. 89 St. GAR (189 W. 89 St. GAR - SL - 472123045900023 - CONED - Central Parking)	CONED	EL9	J	3.7 / N/A	01/03/2024	11.870	28,152
481121138501012	4168 9 Ave LOT (4168 9 Ave LOT - SL - 481121138501012 - CONED - Central Parking)	CONED	EL2	J	2.2 / N/A	02/01/2024	11.870	22,896
482225040600009	630 W. 160 St. ENT (630 W. 160 St. ENT - SL - 482225040600009 - CONED - Central Parking #134)	CONED	EL9	J	12.2 / N/A	01/18/2024	11.870	88,722
484227158900013	467 W. 165 St. PKLT (467 W. 165 St. PKLT - SL - 484227158900013 - CONED - SP Plus Corporation)	CONED	EL2	J	2.7 / N/A	01/20/2024	11.870	13,068
484227191400021	505 W. 166 St. ENT (505 W. 166 St. ENT - SL - 484227191400021 - CONED - Central Parking #135)	CONED	EL9	J	11.1 / N/A	01/20/2024	11.870	112,880
611401181801003	71 Henry St GAR (71 Henry St GAR - SL - 611401181801003 - CONED - Central Park Corp)	CONED	EL9	J	29.5 / N/A	01/06/2024	11.870	209,120
611404977601025	115 E 87 St GAR (Central Parking Corp)	CONED	EL9	J	14.9 / N/A	01/09/2024	11.870	153,120

Total Annual Usage: 3,772,822

*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	187,259	329,696	343,623	303,628	290,852	283,510	305,260	312,846	297,168	303,484	311,564	347,501
2025	145,728											

*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: **12 Months**

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

EB
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: Eduardo Barcos
Eduardo Barcos (Aug 29, 2023 14:17 CDT)

Date: 8/29/2023