



**BUSINESS ELECTRICITY AUTHORIZATION
NEW YORK COMMERCIAL SALES
Standard Product**

SERVICE INFORMATION	
Contract Type: <input checked="" type="checkbox"/> Switching Service Provider <input type="checkbox"/> Current Customer	
Business Name ("Customer"): St Francis College	See Attached Addendum A For Multiple Account Nos., and Service and Billing Addresses
Contact Name: Kevin O'Rourke Email: korourke@sfc.edu Primary Phone: (718) 489-5200 Secondary Phone: Fax: Duns#: 02-058-5600 Tax ID #:	
Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.	
Initial Term: 36 Months	Start Month/Year: 2/2020

CUSTOMER DISCLOSURE STATEMENT

Customer: Please refer to "Agreement" section below and the Electric Supply Terms of Service (defined below as the "TOS") for definitions to certain of the capitalized terms used in this Customer Disclosure Statement.

Price.	<p>Customer, please confirm price terms and conditions by initialing here (required): AND</p> <p>The Price is \$0.07944 per kWh during the Initial Term, subject to any adjustments set forth in this Agreement. Such Price includes the charge for base electricity and estimated charges for the electricity components indicated in Table 1 below as "Included" in such Price. Such estimated charges may be subject to increase or decrease according to the "Adjustments" section following Table 1. See Table 1 and the Adjustments section for further information. The Price excludes Taxes, including the New York City utility excise tax, and any other electricity components indicated in Table 1 below as "Excluded" from the Price.</p> <p>Customer shall pay NextEra Energy Services the NextEra Energy Services Electricity Charge (as defined in the TOS) which, in addition to the electricity charge, includes any Monthly Base Charge, Pass-Through Charges, and Taxes. Pass-Through Charges include any charges for electricity components excluded from the Price, adjusted charges for estimated electricity components referred to in the previous paragraph, and charges arising from FRO Events, MAC Events and Change in Law events. Depending on the bill format, any of the Taxes and/or any Pass-Through Charges may appear on Customer's bill as a line item or as an increase to the Price</p>
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	<p>on the bill, at the option of NextEra Energy Services.</p> <p>All charges are subject to the increase under the Change in Law provisions of the TOS. Such provisions also cover any new charges imposed on NextEra Energy Services' costs to provide retail electric supply to the Account(s).</p>
<p>Fixed or Variable and, if variable, how the price is determined.</p>	<p>The Price is comprised of the charge for base electricity, estimated charges for electricity components and margin. During the Initial Term, the charge for base electricity is fixed. Certain estimated charges for electricity components may be indicated in Table 1 below as "Included" in such Price. Some of these estimated charges may be variable. They are subject to increase or decrease according to the "Adjustments" section following Table 1. See Table 1 and the Adjustments section for further information.</p> <p>All charges are subject to the increase under the Change in Law provisions of the TOS. Such provisions also cover any new charges imposed on NextEra Energy Services' costs to provide retail electric supply to the Account(s).</p> <p>After expiration of the Initial Term, Customer pays a variable price per kWh. The variable price, defined as the "Holdover Price" in the TOS, may change multiple times, in NextEra Energy Services' discretion, and without prior notice (unless required by law). The Holdover Price can be based on a variety of factors, and is not solely driven by current and future market prices or risks. See the section entitled "Pricing" in the TOS for more information.</p>
<p>Length of the Agreement and end date.</p>	<p>This Agreement shall become effective on the Effective Date and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement, as provided in the TOS, and the EDC successfully switches Customer's Account(s) to another competitive electricity supplier or to the EDC's generation service.</p>
<p>Process customer may use to rescind the Agreement without penalty.</p>	<p>Customer may not rescind the Agreement without penalty.</p>
<p>Amount of Early Termination Fee and method of calculation.</p>	<p>If Customer terminates this Agreement before the end of the Initial Term, Customer will be assessed the Early Termination Fee or pay NextEra Energy Services damages, as provided in the TOS. The Early Termination Fee is the greater of: (i) two (2) times the Average Monthly Bill for terminated Accounts for each year or partial year of the remaining Initial Term; or (ii) the excess of the price for electric generation service under this Agreement over the market price for such service at the time of termination multiplied by the electric usage that would have occurred until the end of the Initial Term. See sections entitled "Termination of Agreement By Customer" and "Termination of Agreement by NextEra Energy Services" in the TOS.</p>

Amount of Late Payment Fee and method of calculation.	As provided by EDC tariff where applicable, and for charges invoiced directly by NextEra Energy, if any, 1.5% per month during period past due amounts remain unpaid. See section entitled "Billing and Fees" in the TOS.
Provisions for renewal of Agreement.	After the Initial Term expires, the Agreement continues on a month-to-month basis and Customer will pay the Holdover Price. See section entitled "Term of Agreement" in the TOS.
Conditions under which savings to the customer are guaranteed.	None.

Agreement: This Business Electricity Authorization (the "BEA") and all addenda attached hereto, together with the Electric Supply Terms of Service ("TOS"), attached hereto as Exhibit A (version ECOMNENYTOS011420), will form the Electricity Sales Agreement (collectively, the "Agreement") between NextEra Energy Services New York, LLC ("NextEra Energy Services") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA.

Table 1

The Price is set forth in the Disclosure Statement above. Customer agrees to pay NextEra Energy Services such Price. Customer further agrees to the provisions set forth in Table 1 and "Adjustments" section, each appearing below:

Component Category	Is the Charge for the Component <u>Included</u> in Price or <u>Excluded</u> from Price?	If <u>Included</u> in the Price, is the Charge subject to provisions below regarding Bilateral Component Adjustments?	If <u>Excluded</u> from the Price, how is the component category charged to Customer?
Capacity	Included	Yes	A charge for capacity based on each Account's peak load contribution, the reserve requirement, the spot market auction price, and the number of days in the period.
Line Losses (as defined in the TOS) and any UFE	Included	No	Increase in Energy Usage to reflect estimated line losses.
Ancillary Services (includes ISO charges not included in the other components)	Included	No	
RMR - Day RMR Avoidable and Variable Cost Allocations	Included	No	
NYRECs and ZECs	Included	Yes	RPS Charge (as defined in the TOS).

Adjustments: All charges are subject to the increase under the Change in Law provisions of the TOS. Such provisions also cover any new charges imposed on NextEra Energy Services' costs to provide retail electric supply to the Account(s).

Further, any charges for components included in the Price and subject to the provisions below regarding Bilateral Component Adjustments (indicated by the words "Included" in the second and "Yes" in the third column of Table 1) have been estimated by NextEra Energy Services using information and data provided by Customer, the EDC and/or NYISO. To the extent such charges (as estimated, consistent with the following paragraph) increase or decrease during the term of

this Agreement relative to the original estimates made by NextEra Energy Services, Customer will either pay NextEra Energy Services such increased estimated charges or receive the benefit of such decreased estimated charges, in either case, as Pass-Through Charges, subject to the provisions of this Agreement (each a "Bilateral Component Adjustment").

Bilateral Component Adjustments for each Account will be made by NextEra Energy Services using its revised estimates. At the beginning of each capacity planning year for each Account, NextEra Energy Services will estimate its cost of capacity for the relevant Accounts for the upcoming planning year based on market and Account information it obtains from EDC and/or NYISO, compare it to its original costing estimate, and then make any Bilateral Component Adjustment based on the estimate differences. Customer agrees that, given the timing required, NextEra Energy Services will use estimated charges and that actual charges may be greater or less than such estimates. No adjustments, charges or credits will be made for variances between estimated and determined actual costs, and NextEra Energy Service's determination of the estimate to be used will be final. Similarly, without limiting the rights of NextEra Energy Services under other provisions of this Agreement, to the extent an estimated cost is unitized based on estimated usage, Customer understands that the actual Energy Usage will differ from the estimated expected usage (higher or lower) and agrees to pay based on the estimated cost and estimated usage, as billed.

The timing under which any Bilateral Component Adjustment is made is at the sole discretion of NextEra Energy Services. In exercising its discretion, NextEra Energy Services has the right to consider, among other things, the timing and availability of information and data provided by the EDC and/or NYISO.

Charges Reflected in the Bill: Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment, at the option of NextEra Energy Services. If Customer is receiving consolidated bills from the EDC, it is possible that one or more Price adjustments will be made during the term of this Agreement and reflected in such bills, even possibly for the first month of supply.

Rescission Waiver: To the extent not prohibited by applicable rules, regulations, or orders of the PSC, Customer affirmatively waives any rescission rights.

Billing and Payment: Customer will be billed monthly for the NextEra Energy Services Electricity Charge. If Customer's bill is not paid when due, Customer will be charged the Late Fee and other charges, as provided in the TOS.

Competitive Energy Retail Market Information. Customer may call the DPS' toll-free retail market number at 1-888-697-7728 as a source for information and inquiries about ESCOs and the competitive energy retail market.

Switching Fee: NextEra Energy Services does not charge a fee to switch to its service.


Monthly Base Charge: None.



[Signatures follow.]

Authorization and Acknowledgement: Customer hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its electricity supplier and to act as its limited agent to perform the necessary tasks to establish electricity service with NextEra Energy Services.

By signing this BEA or by verbal authorization received over telephone (the "Verbal Authorization"), Customer hereby agrees, as of the Effective Date or upon receipt of the Agreement, whichever is later, that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below or the person providing the Verbal Authorization, as applicable, warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. **This Agreement is not valid or binding unless and until signed by both Parties (if written, a facsimile will be accepted as if it were an original) or Customer has provided its Verbal Authorization.**

St Francis College	NextEra Energy Services New York, LLC:
Authorized Signature: 	Authorized Signature: _____
Print Name: <u>Linda Wenzel Dashedy</u>	Print Name: _____
Title: <u>Vice President for Governance & Compliance</u>	Title: _____
Date: <u>1/28/2020</u>	Effective Date: _____
→ CUSTOMER: PLEASE INITIAL THE BOX ABOVE	Sales Representative: Jeff Thomas



INFORMATION AUTHORIZATION AND CONSENT

Customer Name: St Francis College


Authorization: Customer named above authorizes NextEra Energy Services New York, LLC ("NextEra Energy Services") to obtain from Customer's current and past electric utilities/distribution companies Customer's: (a) future, current and historical electric usage, billing and payment information for all Accounts (as defined below), interval or smart meter data for all Accounts, and (b) account information, including customer name, billing addresses, account numbers, service addresses, service type, service dates, expected energy usage, credit information and other stored data. Collectively, all such information and data is referred to as "Customer Data". To the extent that NextEra Energy Services has already obtained such Customer Data, Customer confirms that it has provided to NextEra Energy Services the authority to do so.

Consent: Customer understands and consents to NextEra Energy Services disclosing any Customer Data and credit information (all service information plus credit history and/or credit scores) to one or more affiliates of NextEra Energy Services and any of their third party service providers as needed for its business purposes and/or for the purpose of potentially providing to Customer and any of Customer's affiliates information regarding other products or services. Addendum A, which is attached to Customer's Business Electricity Authorization with NextEra Energy Services, lists each of Customer's utility account numbers that are subject to the provisions set forth herein, as such numbers may be changed from time-to-time (the "Accounts").

Consent to Disclose: Customer understands that Customer can refuse to allow NextEra Energy Services to disclose the information as described above. If Customer consents by signing below, either manually or electronically, Customer may, at any future time, withdraw such consent by providing to NextEra Energy Services via First Class, U.S. mail a written request to withdraw Customer's consent to any or all of the consent provided by this form to NextEra Energy Services, Attn: Contract Administration – Consent Withdrawal, 20455 State Highway 249 - Suite 200, Houston, TX 77070.

St Francis College

Authorized
Signature: _____



Print Name: Linda Werbel Dashefsky

Title: Vice President for Govt & Community Relations

Date: 1/28/2020





**BUSINESS ELECTRICITY AUTHORIZATION
NEW YORK COMMERCIAL SALES**

Addendum A

CUSTOMER NAME: St Francis College

ACCOUNTS INCLUDED IN AGREEMENT:

Utility Account Number (EDC)	Service Address City, State and Zip	Billing Address City, State and Zip	Load Zone	New Account or Renewal?
696041301000017	180 Remsen Street Brooklyn Heights, NY 11201	180 Remsen Street Brooklyn Heights, NY 11201	Zone J	New Account

Customer Initials: SWP

Date: 1/28/2020

NextEra Energy Services Initials: _____

Date: _____

Exhibit A

NEXTERA ENERGY SERVICES NEW YORK, LLC

ELECTRIC SUPPLY TERMS OF SERVICE

THE FOLLOWING ARE THE ELECTRIC SUPPLY TERMS OF SERVICE ("TOS"), which are a part of the electricity sales agreement, by and between NextEra Energy Services New York, LLC ("NextEra Energy Services") and Customer.

1. DEFINITIONS:

As used in this Agreement, the following capitalized terms set forth below shall have the respective meanings ascribed to them below:

"Account(s)" means the Customer Account(s) identified in the BEA.

"Agreement" is defined in the BEA and includes any amendments signed by the Parties.

"Average Monthly Bill" means the sum of: (i) the amount that would be due to NextEra Energy Services under the BEA assuming the Customer's average monthly usage of each relevant Account; provided, that if an average monthly usage cannot be determined due to a limited term of supply by NextEra Energy Services or any other circumstance, such average monthly usage as calculated by NextEra Energy Services; and (ii) any Monthly Base Charge.

"Billing Cycle" means, for each Account, the period between successive monthly meter read dates during the term of this Agreement.

"BEA" means the Business Electricity Authorization associated with this TOS and signed by the Parties, including all related addenda and exhibits.

"Change in Law" means a Change in any law, regulation, rule, ordinance, tariff, order or decree by a governmental or quasi-governmental authority or the applicable Regional Transmission Operator ("RTO")/Independent System Operator ("ISO") or EDC, including, without limitation, EDC tariffs (including, without limitation, rate class definitions and/or delivery voltage/service level requirements), RTO/ISO rules, interpretations, manuals or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the RTO/ISO), market rules or practices, load profiles, methods by which the EDC or RTO/ISO calculates usage, nodal and zonal definitions, and/or ISO boundaries. As used herein, a "Change" includes, without limitation, any creation, amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, calculation, interpretation, or outcome.

"Delivery Charges" means those charges payable by Customer to the EDC for transmission and distribution services, Ancillary and other Services (as defined in applicable rules, regulations or orders of the PSC) and charged levied by the EDC, the applicable RTO/ISO, or other third parties.



"Delivery Point" means the point of interconnection between a third-party transmission or delivery system and the EDC transmission or delivery system.

"Early Termination Fee" means an amount equal to, (i) for termination of the entire Agreement, two (2) Average Monthly Bills for each Account for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, two (2) Average Monthly Bills for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"Effective Date" means is the date the BEA is signed by both Parties (and appears by NextEra Energy Services' signature in the BEA), or the date of the telephonic third party verification of the Customer's verbal authorization, as applicable.

"Electric Distribution Company" or "EDC" means a public utility owning and/or operating transmission and/or distribution facilities in New York that deliver electricity to the facilities to which the Account(s) pertain.

"ESCO" (Energy Services Company) means an entity eligible to sell electricity to end-use customers using the transmission or distribution system of an EDC,

"Energy Usage" means Customer's total metered energy usage for the Account(s) measured in kilowatt hours ("kWh") for the applicable period, subject to adjustment by NextEra Energy Services for Line Losses and any UFE as set forth in this Agreement.

"Full-Requirements Obligation" is defined in the "Services" section of this TOS.

"FRO Event" is defined in the "Services" section of this TOS.

"Holdover Period" means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

"Holdover Price" means the price for electricity delivered during the Holdover Period, as set forth on NextEra Energy Services' website at www.nexteraenergyservices.com in the Commercial section under "Legal Notices and Terms."

"Initial Term" means the period commencing on the Effective Date and continuing to the meter read date of the billing month which occurs those number of months set forth for the Initial Term in the BEA after the Service Commencement Date; provided, that if the Service Commencement Date is delayed past the Start Month, the Initial Term shall still expire in the same billing month as if the Service Commencement Date not been delayed past the Start Month.

"Insufficient Notice Fee" means (i) for termination of the entire Agreement, one-half (1/2) of the Average Monthly Bill for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, one-half (1/2) of the Average Monthly Bill for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"ISO" means the independent system operator with responsibility for grid reliability, including PJM, MISO, ISO-NE, and NYISO, as applicable.



"Late Fee" means a fee of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower, assessed on invoices for the NextEra Energy Services Electricity Charge that are not paid when due.

"Line Losses" means a loss factor provided by the EDC or, if one is not available, one determined by NextEra Energy Services.

"MAC Event" is defined in the "Energy Consumption Information" section of this TOS.

"Monthly Base Charge" means (i) for the Initial Term, a fixed monthly charge per EDC Account number, if any, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per EDC Account number, as set forth on NextEra Energy Services' website at www.nexteraenergyservices.com in the Commercial section under "Legal Notices and Terms."

"NextEra Energy Services Electricity Charge" means the sum of: (i)(a) an amount equal to the product of the Price and Energy Usage during a Billing Cycle for a standard product, if applicable; (b) the amount due pursuant to the "Billing" Section of the BEA of the index product, if applicable; or (c) the amount due as the product of the Holdover Price and all Energy Usage, if applicable; (ii) any specified charges set forth in the BEA; (iii) any Monthly Base Charge; (iv) any Pass-Through Charges; and (v) Taxes.

"NYISO" means the New York Independent System Operator which, among other things, operates wholesale electricity markets in the New York State.

"NYRECs" means, as allocated to the Accounts, the renewable energy credits that NextEra Energy Services is required to procure with respect to the Accounts to meet the requirements of the New York Renewable Energy Standard (Tiers 1 and 2, along with any future applicable Tiers) pursuant to the New York Clean Energy Standard, as it may be amended from time-to-time, and any other laws, rules, orders, standards or protocols of the New York Public Service Commission, NYSEDA, other New York State agency, NYISO, the EDC or any other applicable governmental authority.

"NYSEDA" means the New York State Energy Research Development Authority, or its successor.

"Party" means either NextEra Energy Services or Customer, and "Parties" means both NextEra Energy Services and Customer.

"Pass-Through Charges" means charges for any and all components excluded from the Price in the BEA or elsewhere in this Agreement, any adjusted charges reflecting Bilateral Component Adjustments, and new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity including, without limitation, those in connection with any additions or deletions of Accounts (if applicable), FRO Events, MAC Events or Change in Law events.

"Price" means the unit price for electric service provided to Customer by NextEra Energy Services during the Initial Term, as set forth in the BEA and any Addendum thereto.



"RPS Charge" means, with respect to each Account, a variable monthly charge for all renewable energy credits (collectively "RECs") and any other obligations required for NextEra Energy Services to meet energy portfolio standards ("RPS"), including clean energy standards and similar programs.

"RTO" means the regional transmission operator with responsibility for coordination, control and monitoring the electric grid, including PJM, MISO, ISO-NE, and NYISO, as applicable.

"Service Commencement Date" means the meter read date during or after the Start Month on which the EDC successfully switches each Account(s) to electric generation supply from NextEra Energy Services; provided that, in the case of electric generation supply already being provided by NextEra Energy Services to Customer, the Service Commencement Date means the meter read date during or after the Start Month.

"Start Month" is the calendar month/year specified in the BEA.

"Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

"ZECs" means, as allocated to the Accounts, the zero-emission credits that NextEra Energy Services is required to purchase and/or otherwise required to fund to meet the requirements of the New York Zero-Emissions Credit Requirement pursuant to the New York Clean Energy Standard, as it may be amended from time-to-time, and any other laws, rules, orders, standards or protocols of the New York Public Service Commission, NYSEERDA, other New York State agency, NYISO, the EDC or any other applicable governmental authority.

"UFE" means unaccounted for energy, a separate loss factor adjustment, if any, provided by the EDC.

2. SERVICES. During the Initial Term and any Holdover Period, NextEra Energy Services shall provide Customer's full electricity requirements for each Account specified in this Agreement, and Customer shall obtain its full electricity requirements for each such Account exclusively from NextEra Energy Services (the "Full-Requirements Obligation") pursuant to the terms and conditions specified in this Agreement. Customer agrees that Customer's actual failure to meet such Full-Requirements Obligation (a "FRO Event") for any reason including, without limitation, actual or synthesized electric supply to one or more Accounts associated with the ReCharge New York program or any similar program or plan, shall be a material breach under this Agreement; provided, however, that NextEra Energy Services may, in lieu of, or in combination with, exercising its rights under this Agreement, charge Customer for any losses, and/or new or increased costs and charges, associated with such failure and Customer shall pay those amounts as Pass-Through Charges. Notwithstanding any provision to the contrary in this Agreement, NextEra Energy Services shall be under no obligation to supply any Accounts under a residential rate class and, if NextEra Energy Services does supply such Accounts, Customer hereby represents and warrants to NextEra Energy Services that such Accounts are used for commercial or governmental purposes.

3. ENERGY CONSUMPTION INFORMATION. Customer hereby authorizes NextEra Energy Services to obtain or access from the EDC and/or Customer current and historical electricity cost and



usage data of Customer, Customer's payment and credit history, and other information generally relevant to the supply and associated services to be supplied under this Agreement. Customer agrees to provide additional documentation regarding such authorization as requested by NextEra Energy Services. Unless rescinded, this authorization above shall be valid during the term of this Agreement. Customer may rescind such authorization for release of information to NextEra Energy Services in whole or in part at any time upon advance written reasonable notice to NextEra Energy Services and the entity authorized to provide such information. Customer agrees, upon request, to provide NextEra Energy Services with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as NextEra Energy Services may reasonably require to provide electric service pursuant to this Agreement. Customer's expected energy usage for the Accounts may change for various reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel of facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide NextEra Energy Services at least thirty (30) days' advance notice whenever it believes that it will experience a "MAC Event," as defined below, and shall provide good faith estimates of the associated usage change. As used in this Agreement, a "MAC Event" shall be deemed to have occurred when Customer's monthly aggregate usage, for two (2) or more consecutive months, is either less than eighty percent (80%) or greater than one hundred twenty percent (120%) of the usage reasonably expected by NextEra Energy Services for such months. Irrespective of whether Customer has provided notice to NextEra Energy Services, Customer shall pay NextEra Energy Services the full amount of any losses, and/or new or increased costs and charges, reasonably associated with each MAC Event. Such losses, and/or costs and charges, may be charged to Customer as Pass-Through Charges.

4. ENROLLMENT. NextEra Energy Services shall use commercially reasonable efforts to promptly enroll Customer's Account(s) with the EDC in accordance with the intended Service Commencement Date, and Customer agrees to take steps to cooperate with NextEra Energy Services' efforts to perform such enrollment. NextEra Energy Services shall not be held liable to Customer for delay or failure in enrolling Customer's Account(s) if such delay or failure was due to any cause beyond NextEra Energy Services' control. Electricity supply will be provided by NextEra Energy Services, and electricity delivery services shall continue to be provided to Customer by Customer's EDC and the EDC shall be available to respond to related emergencies should they occur. Further, notwithstanding any provision in the Agreement to the contrary, it is possible that, for various reasons such as the Account is not existing, the Account is not active or the Account is not the "first in", some or all the Accounts cannot be enrolled. All such un-enrolled Account(s) shall be subject to payment of the Early Termination Fee by Customer. NextEra Energy Services shall not be required to serve such un-enrolled Account(s). If any such un-enrolled Account(s) are subsequently enrolled during the Initial Term, such subsequently enrolled Account(s) shall be automatically added to service under this Agreement without an amendment hereto (i.e., an amendment signed by both Parties).

5. RESCISSION WAIVER. To the extent not prohibited by applicable rules, regulations, or orders of the New York Public Service Commission ("PSC"), Customer affirmatively waives any such rescission rights.



6. TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date with service commencing for each respective Account(s) on the Service Commencement Date and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement upon at least thirty (30) days written notice, in which event such termination shall be effective after the noticed termination date on the date on which the EDC successfully switches Customer's Account(s) to another competitive electricity supplier or to the EDC's generation service.

7. PRICING. The Price for electric supply provided to Customer by NextEra Energy Services during the Initial Term is set forth in the BEA and subject to any adjustments set forth in this Agreement. Such Price includes the charge for electricity and estimated charges for any electricity components set forth in the BEA as included in the Price. ***See Table 1 and the Adjustments section of the BEA for further information.*** Depending on the bill format, certain Pass-Through Charges, such as those described in the BEA and this TOS (including those arising from one or more Change in Law events), may appear on the bill as a separate line item or an increase to the Price shown on the bill, at the option of NextEra Energy Services.

The unit price for electricity during the Holdover Period shall be the Holdover Price, not the Price. The Holdover Price is a variable price and determined by NextEra Energy Services in its sole discretion. The Holdover Price can be based on a variety of factors, and is not solely driven by current and future market prices or risks. The Holdover Price can change without prior notice to Customer unless required by law. In some cases, the Holdover Price may vary significantly from the Price during the Initial Term of this Agreement. The following are some, but not all, of the material factors that can influence NextEra Energy Services' determination of the initial Holdover Price and any subsequent changes to the Holdover Price: (i) the current and future expected prices for wholesale electric supply (including an analysis of the supply and demand factors affecting these prices, if desired) and NextEra Energy Services' desired risk premiums on any pricing; (ii) NextEra Energy Services' supply position in the market and its comfort level with respect to those positions; (iii) NextEra Energy Services' expected gross margin, target gross and profit margins, and desired revenues; (iv) NextEra Energy Services' customer counts and attrition; and/or (v) the prices charged by competitors, and the LDU.

8. BILLING AND FEES. Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for services provided hereunder through one of the following billing options, as permitted by law, at NextEra Energy Services' discretion: (i) Customer will receive one invoice from the EDC that includes the NextEra Energy Services Electricity Charge, the Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the EDC for the Delivery Charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer will make payments directly to the EDC pursuant to the applicable EDC tariff. Under the Dual Billing Option, payments are due to NextEra Energy Services within SIXTEEN (16) days from the date of the invoice. If, under the Consolidated Billing Option or Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge made by Customer to NextEra Energy Services or to the EDC is late under the applicable payment terms, Customer may be assessed the Late Fee and its delinquent balances may be reported to a credit agency. Further, in addition to any other rights of NextEra Energy Services hereunder, if, during any time that the Dual Billing Option is being utilized, any payment for the NextEra Energy Services Electricity Charge is late under the applicable payment



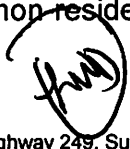
terms, then NextEra Energy Services shall have the right, without prior notice to the customer, to convert all billing hereunder to the Consolidated Billing Option and convert the Price as necessary, on a commercial reasonable basis, to a fixed price sufficient to enable such Consolidated Billing. NextEra Energy Services has the right to apply any credit balance on a particular Account to a balance owed on any other Customer Account. NextEra Energy Services may assess a twenty five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card.

If the EDC fails to timely obtain or transmit a meter reading, NextEra Energy Services reserves the right to issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Cycle. NextEra Energy Services will include or cause to be included in any subsequent bill from NextEra Energy Services, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. NextEra Energy Services has the right to set off any amounts owed by NextEra Energy Services to Customer under this Agreement against any amounts owed by Customer to NextEra Energy Services. In the event that Customer disputes a bill for the NextEra Energy Services Electricity Charge, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of NextEra Energy Services, the Late Fee will be applied to such unpaid amounts.

The Parties understand and agree that the RPS Charge is based on a REC and obligation costing allocation mechanism based on periodic estimates that will likely not reflect the final actual cost of such RECs and obligations, and the Parties agree to accept such risk. NextEra Energy Services will determine the monthly RPS Charge in its sole discretion based on its then-current estimate of the cost of such RECs and obligations, and the published energy portfolio obligations, but such charges will be ongoing, and it shall not be required to provide a credit if the actual cost to purchase RECs and obligations for a month is less than the RPS Charge for such month. NextEra Energy Services will determine, in its sole discretion, its strategy for purchasing RECS and obligations, including without limitation, the timing, frequency, volume, and actual price it pays for such RECs and obligations.

9. CREDIT AND DEPOSIT REQUIREMENTS. NextEra Energy Services reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet NextEra Energy Services' credit standards. If NextEra Energy Services determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, NextEra Energy Services has the right to require Customer to make alternate payment or credit arrangements to ensure prompt payment of amounts owed or otherwise payable under this Agreement including, without limitation, the posting of an initial or subsequent security deposit, or an increase in the amount of any deposit. In addition, if Customer's Energy Usage increases during the term of this Agreement, NextEra Energy Services may require a security deposit or an increase in the amount of an existing security deposit.

10. DISPUTES OR COMPLAINTS. In the event of a billing dispute or a disagreement involving NextEra Energy Services' service, Customer should contact its Customer Service Center at (866) 960-4392. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute, either party may avail itself of all remedies available under law or equity. The New York Department of Public Service ("DPS") will not resolve non-residential disputes associated with the services provided under this Sales Agreement.



However, the DPS will monitor inquiries and contacts from non-residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply electricity or natural gas in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; 1-800-342-3377, or by visiting www.dps.state.ny.us

11. TERMINATION OF AGREEMENT BY CUSTOMER. If Customer terminates this Agreement, in whole or as relating to any single Account(s), before the end of the Initial Term, Customer shall pay NextEra Energy Services the Early Termination Fee; provided, that Customer shall not be obligated to pay the Early Termination Fee to the extent Customer terminates this Agreement upon at least thirty (30) days' prior written notice to NextEra Energy Services because of a relocation outside of Customer's EDC service territory and provides to NextEra Energy Services any requested information to substantiate such move. In addition, if Customer terminates this Agreement with less than thirty (30) days advance written notice, Customer shall be assessed the Insufficient Notice Fee. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the generation service provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable. Should NextEra Energy Services incur damages greater than the Early Termination Fee as a result of such termination of this Agreement by Customer before the end of the Initial Term, Customer shall pay to NextEra Energy Services such damages. Such damages will be calculated based upon the product of (i) the difference between the Price and the market prices that are commercially available to NextEra Energy Services for the same quantities of energy which would have been supplied hereunder for the remainder of the Initial Term, and (ii) the estimated Energy Usage by Customer, as determined by NextEra Energy Services, during the remainder of the Initial Term. To determine "market prices," as used above, NextEra Energy Services may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include NextEra Energy Services and/or its affiliates, all as commercially available to NextEra Energy Services and all as adjusted for the length of the remaining Initial Term and differences in transmission costs and volume. NextEra Energy Services will not be required to enter into any replacement transaction in order to determine such market prices or actual damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

12. TERMINATION OF AGREEMENT BY NEXTERA ENERGY SERVICES. NextEra Energy Services reserves the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due to NextEra Energy Services; or (ii) fails to post a security deposit under the provisions of the "Credit and Deposit Requirements" section of this TOS herein within ten (10) days of a request for deposit; or (iii) breaches any warranty or representation to NextEra Energy Services; or (iv) defaults on any material obligation under this Agreement including, without limitation, its Full-Requirements Obligation with respect to each Account; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement. In the event service is terminated in accordance with this Section, Customer shall pay the Early Termination Fee or, if applicable, damages incurred by



NextEra Energy Services as provided in this Agreement. If NextEra Energy Services terminates this Agreement, Customer's electricity will be provided by the EDC under the EDC's applicable generation service tariff unless another competitive electricity supplier has been chosen by Customer. NextEra Energy Services will not physically cut off electric service to customers.

13. VARIABLE PRICE DISCLOSURES. If the product purchased hereunder is variable based on an index during the Initial Term, Customer will pay an index price for electricity as described in the BEA. Such index price is variable and will most likely change each interval based on the price of electricity commodity in NYISO, as specifically described in the BEA.

14. TITLE, RISK OF LOSS AND INDEMNIFICATION. NextEra Energy Services shall cease to have title and risk of loss to the electricity sold hereunder when it is delivered to the Delivery Point for each Account(s). Customer shall indemnify and defend NextEra Energy Services from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the EDC delivers the electricity to Customer's facilities to which the Account(s) pertain.

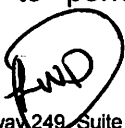
15. FORCE MAJEURE. In the event that either Party's performance of its obligations under this Agreement, other than payment obligations, is interrupted or delayed by any occurrence not caused by either Party, whether such occurrence is an act of God or public enemy, or whether such occurrence is caused by storm, earthquake, or other natural forces, or by war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, then the Party affected by such occurrence shall be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to remedy the effects of that occurrence.

16. CHANGE IN LAW. Notwithstanding any provision in this Agreement to the contrary, if there is one or more Change in Law events and such event results in NextEra Energy Services incurring new or increased costs or charges related to providing the supply or services contemplated herein, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges. In calculating the cost or charge, if the increase is not reasonably evident from the Change in Law itself, NextEra Energy Services may calculate the increase based on the cost or charge incurred after the Change in Law event as compared to the cost or charge originally estimated by NextEra Energy Services for such item.

17. NON-DISCRIMINATION. NextEra Energy Services does not discriminate against any customer based wholly or partly on race, color, creed, national origin, or sex, of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.

18. WAIVER OF RIGHTS AND PROTECTIONS. To the extent allowed under applicable law, rules and regulations, Customer waives any customer protection rights under laws, rules, regulations and orders of the PSC or under other applicable law, rules or regulations.

19. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution verbal authorization, delivery and



performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to NextEra Energy Services that it has full power and authority over the provision of electricity to the facilities to which the Account(s) pertain.

20. DISCLAIMER OF WARRANTY. NEXTERA ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

21. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS (OTHER THAN PROFITS TO NEXTERA ENERGY SERVICES EXPECTED BY CUSTOMER'S DUE PERFORMANCE UNDER THIS AGREEMENT) OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

22. FORWARD CONTRACT. The Parties agree that this Agreement is a "forward contract" and that NextEra Energy Services is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.

23. ATTORNEY'S FEES. If Customer fails to timely pay amounts due under this Agreement and NextEra Energy Services refers Customer's outstanding balance to an attorney or collection agent for collection, or if NextEra Energy Services files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay NextEra Energy Services its reasonable fees and expenses (including reasonable attorney's fees) incurred by NextEra Energy Services in connection therewith.

24. AMENDMENT. This Agreement may not be amended except by a written amendment signed by both Customer and NextEra Energy Services.

25. SEVERABILITY. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.



26. HEADINGS. Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.

27. ASSIGNMENT. NextEra Energy Services may assign its rights and obligations under this Agreement to a third party ESCO. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of NextEra Energy Services, which consent shall not be unreasonably withheld. NextEra Energy Services may deny such assignment based on the creditworthiness of the assignee.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

29. WAIVER. No waiver by any Party hereto of any one or more of such Party's rights under this Agreement, or waiver of a default by the other Party in the performance of any of the provisions of this Agreement, shall be construed as a waiver of any such right, or any other default whether of a like kind or different nature.

30. GOVERNING LAW OR JURISDICTION. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of New York. Each party hereby designates the courts of competent jurisdiction of the State of New York or the United States District Courts for New York as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement.

31. CONFIDENTIALITY. The Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies and (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. Notwithstanding the preceding provisions of this Section, Customer authorizes NextEra Energy Services to use and disclose to any of NextEra Energy Services' affiliates and any of its or their third party service providers Customer information for the purpose of potentially providing to Customer and any of Customer's affiliates opportunities to purchase products or services. Further, if Customer's purchase was enabled by a third party broker/consultant, Customer authorizes NextEra Energy Services to disclose to such third party broker/consultant all Customer information until Customer provides written notice to discontinue.

32. LIMITED AGENT. NextEra Energy Services' responsibility as Customer's limited agent is limited to the tasks authorized for NextEra Energy Services to provide the services under this Agreement and does not result in imposition on NextEra Energy Services, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.



33. ENTIRE AGREEMENT. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

34. NOTICES. Any contractual notice required to be given under this Agreement must be delivered to the receiving Party in accordance with the following provisions. A Party may change its address or contact information by providing notice of such change in accordance herewith. A Party shall provide any notice in writing by U.S. mail, facsimile or courier service; provided, that NextEra Energy Services may notify, communicate or inquire about operational, product and billing information, including contract termination or expiration notices, using any method, including telephone, e-mail or other electronic means. NextEra Energy Services' contact information for notices is set forth below. A Party's receipt of a notice delivered by mail will be deemed at the end of the fifth (5th) business day after the date of mailing, or such earlier time as confirmed by such Party. A Party's receipt of a notice delivered by courier will be deemed on the business day after it was sent or such earlier time as is confirmed by such Party. A Party's receipt of a notice sent by facsimile, e-mail or other electronic means will be deemed at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as confirmed by such Party. Either Party may waive any notice requirements set forth herein.

Notice Information:

For registered mail and courier service – NextEra Energy Services, 20455 State Highway 249, Suite 200, Houston, TX 77070

For facsimile – 800-627-8813

For rescission of authorization to obtain information by email –
contracts@nexteraenergyservices.com

Additional Contact Information:

For billing and customer service inquiries, email custserv@gexaenergy.com, call 877.528.2890, or fax 800-627-8813

For contract inquiries, email contracts@nexteraenergyservices.com or fax 800-627-8813

Internet address: www.nexteraenergyservices.com

Mailing address: 20455 State Highway 249, Suite 200, Houston, TX 77070

