

GREEN MOUNTAIN ENERGY COMPANY

SALES REFERRAL AGREEMENT

This SALES REFERRAL AGREEMENT (as it may be amended from time-to-time, the "Agreement") is made as of June 1, 2020, by and between **GREEN MOUNTAIN ENERGY COMPANY** ("Green Mountain") and AMLI Management Co (the "Company"), as authorized agent for the respective owners of the multi-family housing properties described on **Exhibit A** attached hereto and incorporated herein by reference (each such property being herein called a "Facility" and all such properties being hereinafter collectively called the "Facilities").

BACKGROUND:

The Company is the owner, manager or rental agent for the Facilities. Green Mountain is a certified retail electric provider which supplies retail electric service to multi-family housing properties and individual units in the Market Area (hereinafter defined). Subject to the terms and conditions set forth below, Green Mountain desires to engage the Company for referring individual residents of the Facilities to Green Mountain for retail electric service.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Agreement, the parties hereby agree as follows:

ARTICLE 1 SALES REFERRAL SERVICES

1.1 Services to be Performed by the Company. The Company agrees to conduct a Referral Program in accordance with the terms and conditions of this Agreement, whereby Company will refer Residential Customers (as defined in Section 1.3 (b) below) exclusively to Green Mountain as the preferred retail electric provider of Services to the Company's Residential Customers who reside in the multi-family housing properties located within the Market Area and shown on **Exhibit A**, attached hereto, as it may be amended from time-to-time. As used in this Agreement, the term "Market Area" shall mean the areas of the State of Texas that are open to competition for the retail supply of retail electric services to Residential Customers. The Company will refer Residential Customers to Green Mountain's Services and encourage enrollment through Green Mountain's resident call center as provided in Section 1.2(e) below. The Company may also refer Residential Customers to Green Mountain's Services and encourage enrollment through the Company's Internet-based resident connection service, currently the Internet website operated by WhiteFence; however, the Company is free to use another resident connection service or no such service at all if reasonably acceptable to Green Mountain (such service being referred to herein as the "IRCS").

1.2 Company Obligations in the Referral Program.

(a) During the term of this Agreement, the Company will not, at any of the Facilities, display marketing materials or promote the services of other retail electric providers; however, Company shall have no obligation or liability to Green Mountain if Company's residents fail or refuse to purchase electric energy or services from Green Mountain.

(b) The Company shall not engage in any other marketing or promotional activities for any of Green Mountain's products or services, other than Green Mountain's retail electric service, without Green Mountain's prior written consent.

(c) The Company shall use only those scripts provided and approved by Green Mountain in writing prior to use by representatives at the Facilities. The Company will make reasonable best efforts to ensure that its representatives distribute to all Residential Customers Green Mountain's applicable Terms of Service Contract and display, if space is available, approved Green Mountain marketing materials. The Company shall not make any representations or warranties concerning Green Mountain or its electric services that are not included in the applicable Terms of Service Contract or any marketing materials provided by, or approved in writing by, Green Mountain. Further, the Company shall not make any materially false or misleading statements about Green Mountain, its services or its competitors.

(d) Neither party shall disclose to any third party the terms of this Agreement or information about sales by the Company (or lack thereof) under this Agreement; provided, however, that such party may disclose such information in

an action arising out of this Agreement or pursuant to applicable law or regulation (including without limitation disclosures required by the Securities and Exchange Commission, Company's auditors or Company's counsel), an order issued by the PUC (defined below) or a court of competent jurisdiction. In addition, Company may disclose such information to prospective buyer(s) of one or more of Company's properties; provided the Company first notifies Green Mountain of such disclosure, and the prospective buyer(s) enters into a confidentiality agreement with the Company covering such information.

(e) During the term hereof, there shall be no more than three (3) PUC Complaints in any calendar month, nor more than one (1) PUC Complaint in each of three (3) consecutive calendar months. A "PUC Complaint", for purposes of this Agreement, shall be any formal or informal complaint lodged with the Public Utilities Commission of Texas ("PUC") against Green Mountain, irrespective of how the communication is made to the PUC, as a result of an action or omission by the Company in connection with its services in the Green Mountain sales referral program. Without limiting any and all rights Green Mountain has hereunder, if PUC Complaints exceed either of the foregoing limitations, the referral program portion of this Agreement may be suspended immediately by Green Mountain in its sole discretion.

1.3 Compensation to the Company.

(a) Green Mountain shall pay the Company a \$100 fee for each Validated Acquisition. Such fee shall be paid in accordance with the terms of this Section 1.3.

(b) Additional Payment-Related Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(i) "Acquired Customer" shall mean a Residential Customer residing in any of the Company's Facilities with approved credit or who has paid Green Mountain a deposit that has been properly enrolled to receive electric service from Green Mountain.

(ii) "Residential Customer" shall mean a person whose electric distribution company rate code is in the residential rate class.

(iii) "Validated Acquisition" shall mean the enrollment of an Acquired Customer for electric service from Green Mountain, where: (A) the enrollment for such services has occurred through the Company or Acquired Customer having faxed to Green Mountain a completed, pre-printed Electrical Service Election Form containing the identification number assigned to the Company by Green Mountain, and/or such other forms or information required by Green Mountain (the "Enrollment Form") and (B) such enrollment and information is verified by Green Mountain's designated business system for entry of customer enrollment information (the "GM Customer Data System").

(c) No Fee for Rescinded Sales. Notwithstanding any provision to the contrary contained herein, the Company shall not be entitled to any compensation whatsoever for any Rescinded Sale (as defined below). Green Mountain shall implement this provision by calculating the number of Rescinded Sales in each calendar month and multiplying that number by the fees attributable to such Validated Acquisitions. Green Mountain shall then set-off the calculated amount from any future amounts owed to the Company. For purposes of this Agreement, a "Rescinded Sale" shall mean a Validated Acquisition (meaning that confirmation is received from the GM Customer Data System) where the Acquired Customer cancels Green Mountain's Services prior to activation by the applicable TDSP.

(d) Payment Procedure. Green Mountain shall pay the Company with respect to any Validated Acquisitions of Acquired Customers the amounts due under Section 1.3 hereof within thirty (30) days after each calendar month-end.

1.4 Green Mountain Obligations in the Sales Referral Program.

(a) Green Mountain shall provide to the Company the applicable Terms of Service Contract (the "Contracts") and marketing materials describing its services. Green Mountain shall replenish such Contracts and materials within a reasonable time after receiving notification from the Company that such Contracts and materials have reached low levels.

(b) Green Mountain may from time-to-time provide training about its electric services to the Company's representatives engaged in selling Green Mountain's services. The Company shall reasonably cooperate with Green Mountain in planning and conducting such training.

(c) Green Mountain shall have the sole and absolute right to establish the price and terms and conditions governing its services, and determine which services will be solicited by the Company and presented to Residential Customers by the Company. Green Mountain reserves the right to change the electric service specifications, price or product content of the energy (including electric generation resources), or limit the availability of any and all of its services, without prior notice.

ARTICLE 2 GENERAL PROVISIONS

2.1 Mutual Representations and Warranties. Each party represents and warrants to the other that: (a) it has the right to enter into this Agreement; (b) the person signing below has the authority to execute this Agreement; (c) it has the authority to perform the services contemplated by this Agreement and such performance does not conflict with any other agreement to which such party is subject or is bound; and (d) all necessary actions, corporate or otherwise, have been taken to authorize the execution and delivery of this Agreement, which constitutes a valid and binding obligation of the party enforceable against the party in accordance with the terms hereof, except as may be limited by applicable bankruptcy law or equitable principles generally.

2.2 Term; Termination.

(a) Subject to termination of this Agreement as provided in Section 1.4 and/or Section 3.2(b) hereof, this Agreement shall be effective beginning date June 1, 2020 and shall expire on May 31, 2023. Upon expiration of the initial term, the term of this Agreement shall continue on a month-to-month basis unless either party gives to the other party at least thirty (30) days written notice of its intent to terminate this Agreement.

(b) The term of this Agreement is subject to termination under any of the following provisions:

(i) Green Mountain shall have the right to terminate this Agreement upon five (5) days' advance written notice to the Company if the Company is in violation under Section 1.2 hereof.

(ii) Notwithstanding anything in this Agreement to the contrary, Green Mountain may require the Company to temporarily or permanently stop offering Green Mountain's services, or Green Mountain may terminate this Agreement, effective immediately upon written notice to the Company, if Green Mountain reasonably believes that its license or its ability to sell its products and services is subject to suspension or termination by a governmental authority having proper jurisdiction, or is otherwise jeopardized, as a result of any wrongful action or omission of the Company or any of its representatives.

(iii) The breach by either party of a material term or condition of this Agreement (other than Sections 1.2 hereof), shall constitute an event of default ("Event of Default"). If such Event of Default is not cured by the defaulting party to the reasonable satisfaction of the non-defaulting party within thirty (30) days after the defaulting party's receipt of written notice describing in reasonable detail the facts, nature and circumstances giving rise to the alleged Event of Default, then the non-defaulting party shall be entitled, at its sole election, to terminate this Agreement with respect to the defaulting party.

(iv) Either party shall have the right to terminate this Agreement, upon written notice of such termination as promptly as reasonably possible, without liability to the other, if any unforeseen ERCOT, judicial, regulatory or legislative action or change renders performance of this Agreement impossible or illegal.

(v) In the event of the occurrence of any of the following events, either party shall have the right to terminate this Agreement immediately upon providing written notice to the other party:

(A) the commencement of any bankruptcy (other than an involuntary bankruptcy petition which is dismissed within sixty (60) days), insolvency, reorganization, dissolution, liquidation of debt, receivership or conservatorship proceeding or other similar proceeding under federal or state bankruptcy, debtors' relief, bank regulatory or other law by or against the other party; or

(B) the suspension or termination of a substantial part of a party's business, the dissolution of a party, or the appointment of a receiver, conservator, trustee or similar officer to take charge of, a substantial part of the property of the other party.

(vi) In the event of a termination by Company of the Energy Services Agreement dated on or about the date hereof between the Company and Green Mountain (the "ESA") pursuant to Section 1.4 of the ESA, the Company shall have the right to terminate this Agreement upon at least thirty (30) days written notice.

(c) Payments. If this Agreement expires or is terminated, payments due and owing Green Mountain or Company shall be paid through date of termination.

(d) Termination Not Exclusive. The right of each party to terminate this Agreement as provided herein is not exclusive of any other rights or remedies a party may have at law for damages or in equity; except with respect to termination under Section 2.2(b)(iv) above under which termination shall be the sole and exclusive remedy available to the terminating party.

2.3 No Warranties. GREEN MOUNTAIN MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY, AND GREEN MOUNTAIN EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Notices. All notices given in connection with this Agreement shall be in writing and shall be delivered either by personal delivery, by certified or registered mail, return receipt requested, by a nationally recognized express courier or delivery service, addressed to the parties hereto at the following addresses:

If to Green Mountain:

Green Mountain Energy Company
300 West 6th Street, Suite 1600
Austin, Texas 78701
Attn: Apartment Community Program Manager
with copy to: Chief Legal Officer
Facsimile: 512-691-6302

If to the Company:

AMLI Management Company
141 West Jackson, Ste 300
Chicago, IL 60604

or to such other address and number as either party shall have previously designated by written notice given to the other party in the manner set forth above. If notice is delivered personally, it shall be deemed delivered upon actual receipt; if sent by express courier or delivery service pursuant to this paragraph, such notice shall be deemed delivered upon actual receipt or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal; if sent by U.S. mail pursuant to this paragraph, such notice shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

2.5 Indemnification.

(a) The Company shall indemnify and hold harmless Green Mountain, its shareholders, officers, directors, employees and agents, from and against any and all third party claims, counterclaims, costs, suits, liabilities, damages,

losses, demands and expenses of every kind including, without limitation, attorney fees and disbursements, known or unknown, contingent or otherwise, resulting from or arising out of: (i) a material breach of any covenant or agreement of this Agreement by the Company; (ii) a breach of any representation or warranty of the Company set forth in this Agreement; or (iii) any gross negligence or willful misconduct by the Company.

(b) Green Mountain shall indemnify and hold harmless the Company, its shareholders, officers, directors, employees and agents, from and against any and all third party claims, counterclaims, costs, suits, liabilities, damages, losses, demands and expenses of every kind including, without limitation, attorney fees and disbursements, known or unknown, contingent or otherwise arising out of: (i) a material breach of any covenant or agreement of this Agreement by Green Mountain; (ii) a breach of any representation or warranty of Green Mountain set forth in this Agreement; or (iii) any gross negligence or willful misconduct by Green Mountain.

(c) The party to be indemnified (the "Indemnified Party") shall notify the other party promptly of any claim under this Section 2.5. The other party shall afford the Indemnified Party the opportunity to defend or participate in the defense of such claim. The other party shall make no settlement of an indemnified claim specifically naming or directly affecting the Indemnified Party without prior written approval. The obligations set forth in this Section 2.5 shall survive following termination of this Agreement with respect to any claim until the statute of limitations applicable to such claim has run.

2.6 Limitation Of Liability; Force Majeure. Neither party shall in any event be liable for any special, indirect, incidental, punitive, exemplary or consequential damages, or any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with either party's performance or non-performance under this Agreement or for any other reason, regardless of the form of action, whether in contract or tort or otherwise (including, without limitation, negligence, strict liability or otherwise), whether or not such damages are foreseen or either party has been advised of the possibility of such damages. Neither party shall be liable for any losses and damages due in whole or in part from any detention, delay or failure to perform arising out of causes beyond its reasonable control, including, without limitation, acts of God, fire, power outages, acts of terrorism, sabotage, changes in governmental regulations, problems related to ERCOT and TDSP outside of the reasonable control of Green Mountain, or war; however, Force Majeure shall not include circumstances relating to (a) changes in the market price of fuel, energy or electricity or (b) either party's financial inability to perform its obligations under this Agreement. Each party shall promptly notify the other party, in writing, of the existence of any event of Force Majeure.

2.7 Assignment.

(a) Neither party may assign or transfer all or any part of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except as set forth in Sections 2.7(b) or (c) below. Any purported assignment or transfer of all or any part of this Agreement or any rights or obligations hereunder, without such consent, shall be null and void from the outset. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented to assigns.

(b) Green Mountain may assign or transfer its rights and delegate its duties under this Agreement in the event of merger, consolidation or sale of substantially all of its assets, provided written notice of such assignment is provided to the Company within thirty (30) days after the date of such assignment.

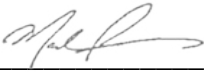
(c) In the event that the Company sells or otherwise transfers one or more of its Facilities during the term of this Agreement, Company may notify Green Mountain of such sale or transfer or prospective sale or transfer and give Green Mountain the opportunity to propose an assignment of this Agreement or a new sales referral agreement to the prospective purchaser. Upon any such disposition or transfer of a Facility by Company, the parties hereto shall promptly amend this Agreement and **Exhibit A** to reflect the then-current Facilities covered by this Agreement.

2.8 Miscellaneous. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior or contemporary agreements, understandings or commitments related to such subject matter. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable, the parties agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. This Agreement may only be modified or amended by a writing signed by both parties. Each party hereto is an independent contractor and nothing under this Agreement shall be construed to create a relationship of partnership, principal/agent, joint venturers or any other implied relationship. This Agreement may be executed in counterparts, each of which shall be deemed to be an

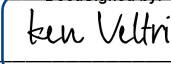
original, and all of which shall constitute one and the same agreement. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to its provisions governing conflicts of laws.

IN WITNESS WHEREOF, the parties have caused this Energy Services and Sales Referral Agreement to be executed by their duly authorized representatives as of the date first written above.

GREEN MOUNTAIN ENERGY COMPANY

By: _____

Name: Mark Parsons, Vice President

COMPANY: AMLI Management Company
By: _____
DocuSigned by: 87B4FFCE7F2A414...
Ken Veltri
Name: _____
Title: Executive Vice President_____

**Exhibit A to
Sales Referral Agreement between
Green Mountain Energy Company and List of Facilities**

The following properties are subject to the Sales Referral Agreement:

Property Name	Units	Phone	TDSP	Property Address	City	Zip	Start Date
AMLI 2121	430	713-529-7700	CNP	2121 Allen Pkwy	Houston	77019	6/1/2020
AMLI Addison	349	469-450-3061	ONC	15250 Quorum Dr	Addison	75001	6/1/2020
AMLI at City Vista	404	713-526-2211	CNP	2221 W DALLAS ST	Houston	77019	6/1/2020
AMLI at Escena	330	972-910-0332	ONC	6401 Escena Blvd	Irving	75039	6/1/2020
AMLI at Escena Ph II	110	972-910-0332	ONC	6401 Escena Blvd	Irving	75039	6/1/2020
AMLI at Memorial Heights	380	713-862-9400	CNP	3003 MEMORIAL CT	Houston	77007	6/1/2020
AMLI at The Ballpark	332	469-888-7100	ONC	7755 John Q Hammons Dr	Frisco	75034	6/1/2020
AMLI Campion Trail	483	972-910-0316	ONC	777 LAKE CAROLYN PKWY	Irving	75039	6/1/2020
AMLI Design District	314	214-658-1400	ONC	1400 HI LINE DR	Dallas	75207	6/1/2020
AMLI Frisco Crossing	366	972-763-8444	ONC	7275 TEXAS RANGERS DR	Frisco	75034	6/1/2020
AMLI Las Colinas	341	972-402-0007	ONC	1050 Lake Carolyn Pkwy	Irving	75039	6/1/2020
AMLI on Maple	300	214-351-9800	ONC	6008 Maple Ave	Dallas	75235	6/1/2020
AMLI on Riverside	324	972-599-0342	ONC	310 GRAN VIA	Irving	75039	6/1/2020
AMLI Quadrangle	220	214-975-0111	ONC	2717 Howell	Dallas	75204	6/1/2020
AmlI River Oaks	275	855-577-6691	CNP	1340 W Gray St	Houston	77019	6/1/2020
AMLI Uptown	238	713-960-4970	CNP	2525 McCue Rd	Houston	77056	6/1/2020
AMLI West Plano	264	972-599-1360	ONC	5961 W PARKER RD	Plano	75093	6/1/2020
Total	5460						

Referral Check Mailing Address:

AMLI Management Company

Strategic Business Services: Ancillary Services Mgr

141 West Jackson, Ste 300

Chicago, IL 60604