



Master Energy Purchase Agreement – Electric Commodity Sales

(GTC v.10.07.15)

This Master Energy Purchase Agreement – Electric Commodity Sales (this “Agreement”), which includes the below General Terms and Conditions (the “General Terms and Conditions”), any Exhibit A, and all attachments and exhibits hereto, including any Attachment A-1 (each, an “Attachment”), is dated and effective as of 12/21/2017 between AEP Energy, Inc. (“AEP Energy”) and Roesch Inc (“Customer”) (each of AEP Energy and Customer referred to individually as a “Party” and collectively as the “Parties”).

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as defined in any exhibit hereto), AEP Energy shall sell to Customer on a firm basis, and Customer shall exclusively purchase from AEP Energy, all of the retail electric energy requirements of Customer’s service location(s) (each, a “Service Location”) (the “Retail Energy”), the terms and conditions of which are described in the relevant Exhibit A and Attachments hereto. AEP Energy shall be responsible for procuring and making available sufficient Retail Energy to meet Customer’s requirements at the applicable Service Location(s). The Retail Energy shall be provided to the distribution system’s interconnection point (each, a “Delivery Point”) of the relevant electric distribution company(ies) (each, an “EDC”) from which Customer purchases distribution and related services, and the relevant EDC is responsible for delivery of the Retail Energy to Customer’s meter at and from that point, as well as for reading Customer’s meter and responding to emergencies. Title to and control and possession of the Retail Energy shall pass from AEP Energy to Customer at the Delivery Point. The relevant EDC shall be specified in each Attachment A-1. Customer shall provide to AEP Energy, and designate AEP Energy to each EDC as an authorized recipient of, Customer’s account information and current and historical billing and usage data. The delivery of the Retail Energy is subject to the terms and conditions of each EDC relating to delivery and metering. Customer consents to the disclosure by each EDC to AEP Energy of certain basic information about Customer, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer shall provide written notice as soon as practicable to AEP Energy of any changes to Customer’s account information, including meter numbers and/or billing locations associated with Customer’s delivery services, for each Service Location. Unless otherwise agreed to in writing between AEP Energy and Customer, Customer is solely responsible for payment of all charges of each EDC related to the delivery of the Retail Energy and other services from each EDC whether billed to AEP Energy or Customer and any costs assessed by each EDC or any third party to facilitate the distribution of the Retail Energy being purchased hereunder, including any switching, telecommunications, and/or meter or meter reading related costs. Customer represents and warrants that it is eligible to purchase Retail Energy from AEP Energy and further represents and warrants that it has obtained all necessary authorizations and has given all required notices to the supplier currently providing Retail Energy to Customer, if applicable.

II. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy shall provide monthly invoices based on the relevant EDC’s meter read cycle depending on billing method specified in the relevant Attachment A-1, either a single bill through utility/EDC consolidated billing (UCB) or supplier consolidated billing (SCB) or a separate bill from each of AEP Energy and the relevant EDC (Dual Bill). AEP Energy has the right to estimate bills in cases where actual billing determinants are unavailable. In cases where estimated bills are issued, AEP Energy shall subsequently calculate any necessary adjustment between the actual bill(s) and the estimated bill(s) and post the debit or credit amount as soon as reasonably practicable. Customer shall pay all amounts by check or wire transfer, in immediately available funds, or Automated Clearinghouse, no later than the number of days specified in the relevant Attachment A-1 after the date of the invoice containing the Retail Energy charges. Late payments shall incur interest charges at a rate of interest equal to a per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. In any instance where any payment, which may include any late payment interest charge, if applicable, to AEP Energy is declined by the issuing institution, Customer shall be assessed a charge of \$45 or the maximum allowed under applicable law (whichever is less) per declined payment. Customer shall be liable for all costs incurred by AEP Energy, including attorneys’ fees, for collections on accounts greater than thirty (30) calendar days past due. AEP Energy reserves the right to convert Customer from UCB or SCB to Dual Bill or vice versa (from Dual Bill to UCB or SCB).

B. Disputes and Adjustments of Invoices: Customer may, in good faith, dispute in writing the correctness of any invoice rendered under this Agreement. In the event that an invoice or portion thereof is disputed, payment of the undisputed portion of the invoice shall be made within the terms contained in the “General Billing and Payment Terms” section of this Agreement, with notice of the dispute given to AEP Energy in writing and stating the amount and basis for the dispute. Payment of any disputed amount shall not be required until the dispute is resolved. Customer and AEP Energy shall take all reasonable steps to resolve informally all such disputed invoices, including telephone and/or face-to-face conversations between decision-makers and exchange of information supportive of that Party’s position. Upon resolution of the dispute, any required payment shall be made within five (5) business days of such resolution along with interest accrued at the per annum rate of eighteen percent (18%) or the maximum allowed under applicable law, whichever is less. Customer must provide AEP Energy with written notice of any disputed charge(s) within ninety (90) calendar days of the date of the invoice or it will be deemed to have waived its rights to dispute such charges.

III. TAXES

AEP Energy shall pay or cause to be paid all taxes, fees, levies, penalties, licenses, or charges imposed by any governmental entity or agency having jurisdiction (“Taxes”) associated with the electricity delivered prior to any Delivery Point, and Customer shall pay or cause to be paid all Taxes at and after its delivery to the relevant Delivery Point and indemnify and hold harmless AEP Energy from the same, including making payment of any interest and/or penalties relating to or arising therefrom. Any Party entitled to an exemption from any such Taxes or charges shall furnish to the other Party any necessary documentation thereof. Customer shall be liable for Taxes and associated interest and/or penalties assessed against AEP Energy due to Customer’s failure to provide or to complete any such necessary documentation in a timely and proper fashion.

IV. TERM AND RENEWAL OF AGREEMENT

This Agreement shall be in effect for the relevant Term described in any Exhibit A. Not less than thirty (30) calendar days prior to the then-current expiration date of the then-current relevant Term, AEP Energy may, in its sole discretion, provide written notice (“Renewal Notice”) to Customer of AEP Energy’s intent to extend the relevant Term (“Renewal Term”) with respect to some or all accounts subject to this Agreement. Any Renewal Notice shall contain AEP Energy’s proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the Renewal Term (“Renewal Amendments”). Customer shall have five (5) business days to reject in writing the Renewal Notice. Customer’s failure to reject any Renewal Notice in writing within five (5) business days shall result in all Renewal Amendments, including the Renewal Term, being deemed to have been irrevocably and unconditionally agreed to by Customer. AEP Energy shall have the right to withdraw the Renewal Notice, and rescind any proposal with regard to any Renewal Amendments, without obligation, prior to acceptance by Customer. In the event that Customer provides written notice of rejection of the Renewal Amendments in accordance with the foregoing, then this Agreement shall not be amended by the Renewal Amendments and this Agreement shall expire on upon the expiration of the Term.

If following termination or expiration of this Agreement for any reason, whether in whole or in part, any of Customer’s accounts remain designated by any EDC as being supplied with Retail Energy by AEP Energy, AEP Energy may, in its sole discretion, either (a) continue to supply Retail Energy to such account(s) on a month-to-month holdover basis (each, a “Holdover Term”) or (b) move such account(s) to the then-applicable tariff service, whether default service or otherwise, or to another authorized provider of electricity required to serve as the “provider of last resort” (any of the foregoing, an “Alternative Provider”), and in either case AEP Energy shall have the right to pursue all additional remedies available at law or in equity. The price payable during any Holdover Term shall be the applicable Regional Transmission Organization (“RTO”) EDC day ahead hourly locational marginal price (LMP) plus an adder of \$0.01 per kWh, and

charges for capacity, transmission, losses, ancillaries, renewable portfolio standards (RPS), taxes, and all other costs to serve shall be passed through in a commercially reasonable manner to Customer with no additional mark-up. This Agreement shall continue to govern the sale of Retail Energy during any Holdover Term. During a Holdover Term, AEP Energy may at any time move any account(s) to an Alternative Provider without penalty or prejudice. Customer shall cooperate with AEP Energy in its efforts to cease supplying Retail Energy to Customer after termination or expiration of this Agreement, whether in whole or in part.

V. EARLY TERMINATION AND EFFECT OF TERMINATION

In addition to the early termination provisions contained in the "Events of Default" section of this Agreement, this Agreement may be terminated at any time after the date hereof by mutual consent in writing by the Parties. Such termination shall be effective on the next available drop date as established by each EDC. In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except that the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the termination date, whether or not then invoiced, the Settlement Amount (in the event of termination under the "Events of Default" section of this Agreement), any indemnification or confidentiality obligation, releases from liability, and limitations on liability or damages of either Party which have arisen hereunder, and any other obligation hereunder which by its nature survives, shall survive without limitation the termination or expiration of this Agreement and shall apply whether in contract, equity, tort, or otherwise. In the event that the EDC's retail electric energy supply choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate this Agreement, without penalty to either Party.

VI. CREDIT

All Retail Energy offers are subject to credit approval and shall not become a final offer until the creditworthiness of Customer has been approved by AEP Energy. Customer represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may request additional credit information, including financial statements in accordance with the previous sentence, and in addition thereto, require satisfactory security, including a parental guaranty, escrow account, deposit, prepayment, or letter of credit, be provided by Customer. Upon receipt of such request from AEP Energy, Customer shall have five (5) business days to provide the requested information and/or security to AEP Energy. For the avoidance of doubt, AEP Energy shall in no circumstances be required to provide security or any other form of adequate assurance to Customer.

VII. SERVICE LOCATION CLOSURE

Customer shall provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating service at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer shall be responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such removal. Such damages shall be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. The Parties acknowledge and agree that the pricing included in the relevant Attachment A-1 reflects, among other factors, Customer's expected usage and EDC-specific pricing under such Attachment A-1. In the event that Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated usage.

VIII. CONFIDENTIALITY

Both Parties agree that the terms and conditions of this Agreement and each transaction hereunder, including price and quantity information, and any other information of the other Party which a Party knows, or should reasonably know to be, confidential or proprietary, shall remain confidential, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, or disclosure to accountants, attorneys, or other professionals acting on behalf of the disclosing Party or broker representing Customer. In the event disclosure is required by a regulatory body, governmental entity, or agency having jurisdiction or by applicable law, the Party will, to the extent permissible under applicable law, (a) first, provide the other Party with prompt written notice of such request, so that the other Party may seek, at its expense, an appropriate protective order and/or waive compliance with this section, and (b) second, cooperate with the other Party to appropriately protect against, or limit the scope of, the requested disclosure. The Party disclosing information to third party professionals acting on the Party's behalf shall be responsible for such person maintaining the confidentiality of the disclosed information and shall be liable for any breach thereby. AEP Energy agrees that such confidential treatment shall extend to Customer's usage and consumption data which is not otherwise in the public domain. This "Confidentiality" section of this Agreement shall survive termination of this Agreement.

IX. EVENTS REQUIRING NOTICE

Any change to Customer's business address, mailing address, ownership, business name, email address, telephone number, or contact person shall be communicated to AEP Energy as soon as practicable but no later than fifteen (15) calendar days after any such change takes effect. AEP Energy shall not bear any liability for any errors or omissions arising out of Customer's failure to comply with this section.

X. REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as follows:

(A) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;

(B) the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals, and do 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;

(C) as of the date AEP Energy begins providing Retail Energy to Customer hereunder, such Party shall have all regulatory authorizations necessary for it to legally perform its operations;

(D) this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending;

(E) if a broker has been involved in this transaction, such broker is an agent of Customer in this transaction and may receive a commission to be paid by AEP Energy from payments received from Customer under this Agreement;

(F) if it is a property management company acting on behalf of the owner of the Service Location(s), it represents and warrants that it has the authority to execute and bind the Service Location(s) and the owner to this Agreement for the relevant Term and that the term of its property management agreement with the owner of the Service Location(s) is the same as or extends beyond the relevant Term; and

(G) the Service Location(s) to be provided the Retail Energy are not contractually bound by another agreement for retail electric energy requirements that would overlap with the relevant Term.

Each Party covenants that it shall cause its respective representations and warranties to remain true and correct throughout the relevant Term and shall promptly notify the other Party in the event that any of the foregoing, as applicable, ceases to be true or correct.

XI. NOTICES

Except in the event either Party is providing the other Party with any Exhibit A or other Attachment, any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto, including any renewal, termination or disconnection notices ("Notice"), shall be in writing and shall be delivered to any of the address or email address specified below, the address of any Service Location, or the address to which bills are sent to Customer. Notice sent by email or other 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. If the day on which such email or other Notice by electronic means is received is not a

business day or is after five (5) p.m. (in the receiving Party's time zone) on a business day, then such email or other Notice by electronic means shall be deemed to have been received on the next following business day or such earlier time as is confirmed by the receiving Party. Notice delivered by 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 mail is deemed delivered on the date such Notice is deposited with the United States Postal Service, postage prepaid, and properly addressed to the receiving Party at the address listed by the receiving Party in this paragraph. Proof of such date (although not required) may be proved by United States Postal Service postmark. Should either Party elect to send a Notice by multiple means, each such Notice shall operate independently as a properly served Notice.

	AEP Energy Contact Information:	Billing Information:	Contract Notice Information: <input type="checkbox"/> Same as Billing Information
Address 1:	225 West Wacker Drive, Suite 700		
Address 2:	Chicago, Illinois 60606		
Attn:	Contract Administration		
Telephone:	866-258-3782		
Email:	contracts@AEPenergy.com		
How would you like to receive your invoices (if billed by AEP Energy)? (Please choose at least one):			<input type="checkbox"/> Email (Recommended) <input type="checkbox"/> Paper Bill

Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto from Customer to AEP Energy shall be in writing and shall be delivered to the address specified for AEP Energy above.

XII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" shall mean, with respect to the applicable Party to whom the following applies (the "Defaulting Party"), the occurrence of any of the following: (a) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand of payment; (b) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceases to remain true during any Term; (c) the failure of such Party to perform any material covenant or obligation set forth in this Agreement and such failure is not remedied within five (5) business days after written notice; (d) Customer (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any substantial portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to provide requested information and/or security or otherwise satisfy the creditworthiness requirements under the "Credit" section of this Agreement; (f) Customer consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger, or transfer, the resulting, surviving, or transferee entity fails to assume all the obligations of Customer under this Agreement; or (g) Customer's failure to cooperate with AEP Energy as reasonably required in order for AEP Energy to perform its obligations under this Agreement.

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

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

"Contract Value" means the amount that would have been owed by Customer under this Agreement for the Remaining Performance had this Agreement not been terminated early.

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

"Market Value" means the actual amount a bona fide third party retail customer would pay for the Remaining Performance at retail market prices as of the termination date.

"Remaining Performance" means the amount of AEP Energy's expected remaining performance (in kWhs) under this Agreement for the remainder of the relevant Term had it not been terminated early.

"Retail Margin" means the amount of AEP Energy's forecasted retail margin under this Agreement, allocable to the Remaining Performance.

"Supply Termination Costs" means any loss or cost that AEP Energy would incur in reallocating, terminating, or liquidating any portion of any energy supply or component (e.g., capacity or transmission) contracts, hedges, or related trading positions or arrangements held by or for AEP Energy allocable to the Remaining Performance, whether or not such action is taken.

AEP Energy shall calculate the Settlement Amount in its commercially reasonable discretion, including where applicable AEP Energy's estimates of market prices and forward market prices. Such Settlement Amount calculation shall be made available to Customer upon written request. The Settlement Amount shall be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after receiving notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and

reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages. The rights and remedies of AEP Energy under this Agreement and at law are cumulative, and no single or partial exercise shall be deemed to be a waiver of or prejudice any other right or remedy of AEP Energy.

XIII. FORCE MAJEURE

"Force Majeure" shall mean an event or circumstance that prevents the claiming party (the "Claiming Party") from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the execution date of this Agreement and is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of commercially reasonable efforts, the Claiming Party is unable to overcome or avoid or cause to be avoided by the exercise of reasonable diligence, such as, but not limited to, acts of God; fire; flood; terrorism; breach by the EDC; electric grid interruption and/or curtailment; earthquake; war; riot; or requirements, actions, or failure to act on the part of governmental authorities. Force Majeure shall not be based on Customer's inability to economically use the Retail Energy purchased hereunder; Customer's ability to buy the Retail Energy from any other entity at a rate lower than the Energy Price as defined in any Exhibit A; or AEP Energy's ability to sell the Retail Energy to any other entity at a rate higher than the Energy Price as defined in any Exhibit A.

Except with regard to a Party's obligation to make payment(s) then due or becoming due with respect to performance prior to the Force Majeure event hereunder, to the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement for the duration of the Force Majeure event. Neither Party shall be entitled to the benefit of this provision to the extent the Party claiming suspension fails to remedy the Force Majeure condition by taking all commercially reasonable acts, short of litigation, or fails to resume performance of its obligations with all reasonable dispatch following resolution of the Force Majeure condition. The non-Claiming Party shall not be required to perform its obligations to the Claiming Party for the period of the Force Majeure. If the Force Majeure continues for a period in excess of thirty (30) calendar days (an "Extended Force Majeure Event"), the non-Claiming Party may terminate this Agreement by providing the other Party written notice of the early termination, without the termination for an Extended Force Majeure Event constituting an Event of Default. Customer acknowledges that AEP Energy (a) is not a producer of electric energy and does not produce any of the Retail Energy it is agreeing to sell to Customer pursuant to the terms of this Agreement; (b) directly or indirectly procures the Retail Energy it is agreeing to sell under the terms of this Agreement from third-party producers or resellers; and (c) (although it may take title to the Retail Energy provided hereunder) does not own or operate transmission or distribution systems through which the Retail Energy is delivered to Customer, and the Parties therefore agree that AEP Energy shall not be liable for any damages associated with any failure in the delivery of the Retail Energy in connection with the failure of such transmission or distribution systems.

XIV. FORWARD CONTRACT

The Parties agree that (a) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (b) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; and (c) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement. In addition, the Parties agree that all payments made by Customer to AEP Energy hereunder shall constitute "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code. Further, AEP Energy (i) is not providing, promoting, or offering advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act (the "CEA") and the Commodity Futures Trading Commission rules promulgated thereunder (the "CFTC Rules") and (ii) does not either hold itself out generally to the public as a commodity trading advisor or act as a "commodity pool operator," each as defined in and for all purposes under the CEA and the CFTC Rules.

XV. SET-OFF AND NETTING

Any sum or obligation owed by Customer or any of Customer's Affiliates (collectively, "Customer Parties") under this Agreement or any other agreement with AEP Energy or any of AEP Energy's Affiliates (each, a "Set-off Agreement") may be set off and netted against any monies owed to any Customer Party under any Set-off Agreement and any collateral, escrow, deposit, or other financial assurance provided by any Customer Party under any Set-off Agreement.

XVI. GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL

As to all matters of construction and interpretation, this Agreement, with respect to any Service Location, shall be interpreted, governed by, and construed in accordance with the laws of the state where such Service Location is located, without regard to its choice of law provisions. Any action arising out of this Agreement shall be filed in any state or federal court within the state where the Service Location is located, in the plaintiff Party's sole discretion, and all Parties hereto irrevocably submit to the jurisdiction of said courts for purpose of any such actions. The Parties further consent to venue in said courts and specifically waive any objection to venue, including forum non conveniens. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED.

XVII. RELATIONSHIP OF PARTIES

AEP Energy is an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, or other joint undertaking or imposes a trust or partnership duty, obligation, or liability on either Party, or creates any relationship between the Parties other than that of independent contractors for the sale and purchase of Retail Energy. AEP Energy is not acting as Customer's consultant or advisor, and Customer shall not rely on AEP Energy in evaluating the advantages or disadvantages of any specific product or service, predictions about savings, future energy prices, or any other matter. AEP Energy's pricing is determined in response to, and may vary based on, certain factors, including any and all applicable non-bypassable charges for capacity, transmission, line losses, ancillary services, renewable portfolio standards (RPS), taxes, and other costs to serve and wholesale and retail market pricing and other conditions, profit, and other pricing factors. Customer's decision to enter into this Agreement and any other decisions or actions it may take are, and will be, based solely upon its own analysis (or that of its advisors) and not on information or statements from AEP Energy. Customer should be advised that the EDC's standard offer rates generally change from time to time. AEP Energy therefore does not provide any guarantee of savings in comparison to the EDC's standard offer rates during the Term or any Renewal Term. If Customer received any price comparison(s) in connection with its entry into this Agreement, by entering into this Agreement with AEP Energy, Customer understands and agrees that AEP Energy has informed Customer, prior to entering into this Agreement, that no guarantee of savings during the Term, Holdover Term, or any Renewal Term is being provided.

XVIII. CHANGES IN LAW OR REGULATION

In the event that any new, or any change in any existing, statute, rule, regulation, order, or other law, or procedure, tariff, rate class, or other process or charge, promulgated by any governmental authority or EDC, Independent System Operator, RTO, or other regulated service provider, alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Negative Change in Regulation"), AEP Energy may revise the pricing under this Agreement to eliminate the impact of such Negative Change in Regulation.

XIX. SEVERABILITY

The various provisions of this Agreement are severable. Any provision or section of this Agreement declared or rendered void, unlawful, or otherwise unenforceable by a court of competent jurisdiction or regulatory agency with jurisdiction over the Parties, or deemed similarly void, unlawful, or unenforceable because of a statutory, regulatory, or administrative change, shall not otherwise affect the lawful obligations that arise under this Agreement, and such provision or section shall be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties, and all other provisions of this Agreement shall remain in force.

XX. INDEMNITY

AEP Energy shall defend, indemnify, and hold harmless Customer against all claims and liabilities resulting from AEP Energy's negligence or breach of this Agreement and arising from the period prior to the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of Customer's negligence or breach of this Agreement. Customer shall assume full responsibility for any damages or losses relating to the period at and after the delivery of the Retail Energy to the relevant Delivery Point and shall defend, indemnify, and hold harmless AEP Energy against all claims and

liabilities arising from the period at and after the delivery of the Retail Energy to the relevant Delivery Point, except to the extent such claims and liabilities arise out of AEP Energy's negligence or breach of this Agreement.

XXI. ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may (a) assign its rights and obligations under this Agreement to an Affiliate without consent of the other Party, subject to the Affiliate's ability to comply with the "Credit" section of this Agreement and such Affiliate agrees to be bound by the terms and conditions hereof, (b) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party, subject to the assignee's ability to comply with the "Credit" section of this Agreement; or (c) assign this Agreement for financing purposes; provided, however, that in each such case, other than an assignment for financing purposes, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such enforceability assurances as the non-transferring Party may reasonably request. Creditworthiness under this section is to be reasonably determined by the non-transferring Party. Upon any such assignment, transfer, and assumption, unless otherwise agreed between the Parties, the assigning party or transferor, as applicable, shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder. As used herein, "Affiliate" shall mean with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For purposes of the foregoing definition, "control" means the direct or indirect ownership of at least fifty percent (50%) of the outstanding capital stock or other equity interests having ordinary voting power.

XXII. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

AEP Energy warrants title to all Retail Energy delivered hereunder and sells such Retail Energy to Customer free from liens and adverse claims. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. AEP ENERGY DOES NOT GUARANTEE APPLICABILITY TO ANY VOLUNTARY OR GOVERNMENT-MANDATED RENEWABLE ENERGY PROGRAM, AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF INAPPLICABILITY TO THE SAME. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IN ADDITION, AEP ENERGY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE AEP ENERGY CHARGES CONTAINED IN THE FIRST TWO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE APPLICABLE UNIFORM COMMERCIAL CODE OF THE GOVERNING LAW, THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD."

XXIII. WAIVER

No waiver by either Party of any default by the other Party under this Agreement shall operate as a waiver of any future default, whether of a like or different character or nature. No delay or failure by AEP Energy in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies hereunder.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. There are no promises, covenants, or understandings other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by both Parties. Any General Terms and Conditions, Exhibit A, or other Attachments executed pursuant to this Agreement by the Parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version, as expressly provided in the subsequent General Terms and Conditions, Exhibit A, or other Attachment, as of its effective date. In the event of a conflict between the terms of the General Terms and Conditions and any Attachment, the terms of any Attachment shall govern. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context requires otherwise, any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation (or any successor law or regulation thereto) as the same may be amended, modified, or supplemented from time to time. The term "sole discretion" with respect to any determination to be made by a Party under this Agreement shall mean the sole and absolute discretion of such Party, without regard to any standard of reasonableness or other standard by which the determination of such Party might be challenged, and such Party shall be entitled to consider any interests and factors as it desires, including its own interests.

XXV. COUNTERPARTS

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

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized representative, including by applying his or her electronic signature, effective as of the date first written above.

AEP Energy, Inc.

Customer: Roesch Inc

Signature: _____
Name: Scott D. Slisher
Title: Chief Solutions Officer
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____



Exhibit A to Master Energy Purchase Agreement – Electric Commodity Sales

(Ex. A (FPAI) v.11.17.16)

The following details of this Exhibit A (this “Exhibit A”) to the Master Energy Purchase Agreement – Electric Commodity Sales (the “Master Agreement”) shall, upon execution, become part of and be governed by the terms of the Master Agreement (the Master Agreement, together with this Exhibit A and any Attachment(s) hereto, to be hereinafter referred to collectively as the “Agreement”) and be dated and effective as of 12/21/2017. Capitalized terms not otherwise defined in this Exhibit A shall have the meaning ascribed to such terms in the Master Agreement.

Nature of Purchase and Sale Obligation: AEP Energy shall sell to Customer, and Customer shall purchase from AEP Energy, Customer's full usage requirements of Retail Energy at Customer's facilities based upon the retail electric energy requirements of the Service Location(s) listed on the relevant Attachment A-1.

Retail Energy Pricing: Customer's total monthly invoice may be itemized by the various costs associated with the functions specific to **Retail Energy** supply and delivery in the EDC service territory listed in the relevant Attachment A-1. The itemized costs shall be determined by the executed Attachment(s) hereto and as described in the Definitions of Terms below. The below Energy Price does not include any EDC or otherwise non-bypassable charges for services under the applicable electric rate tariff or any applicable (and not expressly included) taxes.

Term: AEP Energy shall use reasonable efforts to **begin supplying Retail Energy to Customer (the “Commencement Date”)** under the relevant Attachment A-1 (a) upon the meter read date that is estimated to be on or around the Anticipated Start Date specified in the relevant Attachment A-1, and (b) after AEP Energy receives confirmation that the EDC has completed its processing and has accepted the delivery service request; **provided, however, that in no event shall the Commencement Date be fewer than three (3) calendar days following the Offer Expiration Time set forth in the relevant Attachment.** AEP Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in the Commencement Date. This Exhibit A shall remain in effect from the date hereof **and the relevant Term shall continue concurrently with any Attachment A-1 then in effect**, unless sooner terminated under the Agreement.

Definitions of Terms:

Energy Losses: Energy losses are costs associated with the delivery of the Retail Energy as prescribed in the applicable transmission and distribution tariffs and are incurred based on the difference between EDC metered volumes and settlement volumes provided by the Regional Transmission Organization (RTO).

Capacity: The capacity peak load contribution (PLC) is determined and provided by the EDC for each of Customer's EDC account number(s). Capacity obligations are administered by the applicable RTO and determined for Customer using its PLC and applicable rates. Capacity charges may be changed based on adjustments by the applicable RTO and/or EDC to applicable rates or the Customer's PLC.

Transmission: Unless the EDC is responsible for transmission service, AEP Energy shall act as Customer's agent for securing and managing Customer's transmission service during the term of the Agreement. The network service peak load (NSPL) contribution is determined and provided by the EDC for each of Customer's EDC account number(s). The Network Integration Transmission Service (NITS) or transmission obligations are administered by the applicable RTO and determined for Customer using its NSPL and applicable rates. Transmission charges may be changed based on adjustments by the applicable RTO and/or EDC to applicable rates or the Customer's PLC or monthly coincident peak (kW) or similar transmission level determinant, as applicable.

Ancillary Services: Ancillary services costs include all other applicable RTO and Open Access Transmission Tariff (OATT) charges not otherwise included in this Exhibit A.

RPS: Renewable Portfolio Standards (RPS) are a regulation that requires the increased production of energy from renewable energy sources. RPS requirements shall be based upon renewable compliance charges, including costs associated with meeting renewable portfolio standards and all other environmental and renewal program compliance standards at the levels required under applicable law by the EDC or by state or federal regulatory agencies. To the extent the below Energy Price or Default Energy Price, as applicable, does not include all applicable RPS requirements, the RPS will be based will be based on AEP Energy's incurred costs and billed as a separate line item.

Energy Price: The Energy Price shall be determined by AEP Energy using Customer's actual and estimated historical and forecasted load data, which is considered representative of the Service Location(s)' anticipated Retail Energy requirements for the term. The Energy Price is set forth in the Attachment A-1 and applies to all Retail Energy covered under the relevant Attachment A-1, including any unmetered lighting volumes.

Metering Changes: If after execution of the Attachment A-1, meters capable of measuring hourly (i.e., interval meters) electric usage are installed, AEP Energy may, in its sole discretion and using commercially reasonable assumptions, revise the Energy Price set forth on Attachment A-1 in order to reflect the financial impact occasioned by the new metering.

State Disclosure(s): The following provisions apply only to Service Locations located in the relevant state(s). AEP Energy's **Illinois** license was granted in Order No. 09-0147, **Pennsylvania** license number is A-2009-2132755, and **New Jersey** license number is ESL-0160. The **District of Columbia Public Service Commission's** telephone number is (202) 626-5100 and website address is www.dcpsc.org and Office of the People's Counsel's telephone number is (202) 727-3071 and website address is www.opc-dc.gov. **The Maryland Public Service Commission's** toll-free telephone number is (800) 492-0474 and website address is www.psc.state.md.us/intranet/home.cfm. **The New Jersey Board of Public Utilities Division of Consumer Relations'** toll-free telephone number is 1-800-624-0241. Applicable to Service Locations in **Ohio:** Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge; Customer may be charged switching fees by the EDC.

IN WITNESS WHEREOF, each of the Parties has caused this Exhibit A to be executed by a duly authorized representative, including by applying his or her electronic signature, effective as of the date first written above.

AEP Energy, Inc.

Signature: _____

Name: Scott D. Slisher

Title: Chief Solutions Officer

Customer: Roesch Inc

Signature: _____

Name: _____

Title: _____