



## ELECTRICITY SUPPLY CONFIRMATION (PJM-IL)

### Coversheet

This Electricity Supply Confirmation together with the Coversheet, the Facility Attachment, the Special Provisions, the Contract Summary (if required by the applicable Law), and any other addenda hereto (collectively, the **"Confirmation"**) is made pursuant to, forms part of and is subject to the Master Electricity Supply Agreement (the **"Master Agreement"**) entered into by and between Freepoint Energy Solutions LLC (**"Seller"**) and the customer party identified below (**"Customer"**) on or about October 15, 2024. This Confirmation will be effective as of the date it is executed by Customer and Seller. The Master Agreement, this Confirmation and any exhibits, attachments and addenda hereto shall be collectively referred to as the **"Agreement"**. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

#### Customer Information:

<b>Customer Name</b> (legal entity name): Regal Cinemas Inc <small>(Required)</small>		<b>DBA</b> (if applicable):	
<b>Customer Contact:</b> Name: Laura Switaj <small>(Required)</small>		Title: Energy Manager <small>(Required)</small>	
<b>Phone:</b> 865-910-3397 <small>(Required)</small>	<b>Email:</b> Laura.switaj@regalcinemas.com <small>(Required)</small>	<b>Fax:</b>	
<b>Address for Notices:</b> <b>Street:</b> 101 E Blount Ave <small>(Required)</small>	<b>City:</b> Knoxville <small>(Required)</small>	<b>State:</b> TN <small>(Required)</small>	<b>Zip:</b> 37920 <small>(Required)</small>

#### Electricity Supply Selection:

<b>Pricing:</b> <input checked="" type="checkbox"/> Index	<b>Price:</b> \$0.00439/kWh	<b>Cost Components Included in the Price</b> (check if included): <input type="checkbox"/> Energy <input type="checkbox"/> Capacity <input type="checkbox"/> Transmission			
		<input checked="" type="checkbox"/> Ancillary Services	<input checked="" type="checkbox"/> Renewables	<input type="checkbox"/> Line Losses	<input checked="" type="checkbox"/> Administrative Fee
		<input checked="" type="checkbox"/> MLC <input checked="" type="checkbox"/> ARR			

**Broker:** NRG Kiosk LLC dba Power Kiosk

Seller reserves the right to not enter into this Confirmation in its sole discretion including if: (i) information provided by Customer or its representative (broker/agent) to Seller is incomplete or inaccurate, (ii) the Price listed was not authorized by Seller or rates have changed based on market conditions, (iii) transfer of Customer account(s) is denied or significantly delayed by the relevant Utility, or (iv) Customer does not meet Seller's credit approval criteria. Customer acknowledges and agrees that, in order for Seller to process a Confirmation submitted by Customer, Customer must deliver the signed Confirmation to Seller before 3:00 pm Eastern Time on the day it has received an executable version of such Confirmation from Seller. Seller may use the contact information provided above to contact Customer including by e-mail, autodialed calls, text messages or calls that use artificial or prerecorded voice regarding any billing, service or account-related matter. The Price includes the Cost Components marked above as included in the Price and will not change except for Additional Charges, Demand Charges as set forth in the paragraphs below of this Confirmation or Regulatory Charges, as set forth in Section 6 of the Master Agreement.

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier, obtain Customer Data from the Utility and take the actions required to switch all relevant electric accounts listed herein to Seller. The undersigned represents and warrants that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to make decisions on behalf of Customer regarding its electricity supplier, (iii) none of the Facilities for which it is purchasing electricity from Seller is a residence and the electricity purchased hereunder will not be used for a residential purpose, and (iv) Customer is in agreement and will comply with all terms and conditions of the Agreement.

**Change in Usage.** With respect to any Transaction, Customer shall provide Seller with timely Notice of any material change in the attributes or use of any Facility (including any event) that is likely to result in a load change of one hundred percent (100%) or more across all the Facilities included in this Confirmation (the **"Load Change Percentage"**), as compared to the Forecasted Volume. Examples of such changes may include equipment outages, shutdowns or replacements, on-site generation, openings or closings, and/or changes in operating hours. Customer shall be responsible for payment of the losses, costs and/or charges reasonably incurred by Seller resulting from such change including additional ISO or Utility charges (collectively, **"Additional Charges"**).

**Change in Demand.** If there is a Regulatory Change that causes Seller to incur new or modified fees, costs or charges for Capacity, Transmission and/or Demand Determinants, Seller reserves the right to pass through any such fees, costs or charges to Customer (collectively, the **"Demand Charges"**).

At the end of the Initial Term of this Confirmation, Seller may continue to provide electricity supply to the Facilities on a month-to-month basis at market based pricing as per Section 3 Customer Charges of the Master Agreement, unless and until terminated by either Party upon providing the other Party with 30 days' prior Notice.

Additional Charges and Demand Charges described in this Confirmation and Regulatory Charges as described in the Master Agreement may impact any or all of the charges described in this Agreement, including, but not limited to, any Cost Component specified on the Confirmation's Coversheet, whether described as "fixed," "variable," "included in the Price," "passed through" or otherwise.

This Confirmation shall not become binding and effective until it is executed by Customer and Seller.

**Customer:** Regal Cinemas, Inc.

**FREEPOINT ENERGY SOLUTIONS LLC**

Signature:  Date: 11/27/2024

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Jawed Khan

Name: \_\_\_\_\_

Title: VP, Head of Operations

Title: \_\_\_\_\_

## ELECTRICITY SUPPLY CONFIRMATION

### Facility Attachment

This Facility Attachment supplements and forms a part of the Confirmation.

Customer Name: *Regal Cinemas, Inc.*

#### Facilities

	Utility Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Bill Option**	PLC	NSPL	Tax Exempt %***
1	ComEd	1106633677	1435 W Webster Ave. Chicago, IL 60614	01/14/2025	12/11/2027	Utility Consolidated - Bill Ready	278.87	337.31	
2	ComEd	6513008033	1221 W Boughton Rd. Bolingbrook, IL 60440	01/02/2025	12/01/2027	Utility Consolidated - Bill Ready	215.80	267.53	
3	ComEd	7051629337	4916 Northwest Hwy, Crystal Lake, IL 60014	12/18/2024	12/17/2027	Utility Consolidated - Bill Ready	307.22	374.89	
4	ComEd	9066163533	755 S Rand Rd, Lake Zurich, IL 60047	12/23/2024	12/22/2027	Utility Consolidated - Bill Ready	186.74	219.63	
5	ComEd	9306612376	2600 N Western Ave, Chicago, IL 60647	12/14/2024	12/14/2027	Dual Billing	341.20	407.92	

\*The Service Start Date is estimated to occur on the first meter read date during or after the month specified above. However, this is an estimated start date and the actual start date will occur only after the enrollment processes are completed by the Utility.

\*\*For Dual Billing, Seller will generate a separate invoice for the Seller Charges either as Account Level Billing or as Summary Billing. If no selection is made or if no Dual Billing Address is provided, Seller will use Account Level Billing.

☐ Account-Level Billing – each Facility will have a separate invoice generated and sent to each Facility's service address, unless a Dual Billing Address or e-mail address is provided herein.

☐ Summary Billing – one invoice for all Facilities sent to the Dual Billing Address or e-mail address, if provided.

**Dual Billing Address:** Street: **101 E. Blount Ave** City: **Knoxville** State: **TN** Zip: **37920**

☐ Please check this box if you wish to receive invoices by mail.

\*\*\*Tax exemption certificate needs to be provided by Customer to receive the applicable tax exemption on its electricity invoices.

#### Forecasted Volume

Month	Summary Forecasted Volume (kWh)
12/2024	127,952.58
1/2025	367,860.01
2/2025	359,596.83
3/2025	389,705.55
4/2025	375,256.48
5/2025	392,185.62
6/2025	485,288.18
7/2025	541,736.61
8/2025	530,515.86
9/2025	382,605.35
10/2025	389,819.38
11/2025	380,087.59
12/2025	397,778.58
1/2026	401,682.28
2/2026	359,595.89
3/2026	389,059.22
4/2026	374,993.03
5/2026	393,070.72
6/2026	484,321.74
7/2026	541,963.57
8/2026	529,658.31
9/2026	382,920.67
10/2026	390,693.18
11/2026	379,015.21
12/2026	397,529.95
1/2027	401,966.75
2/2027	359,617.69
3/2027	388,078.00
4/2027	375,517.38
5/2027	392,196.53
6/2027	484,742.57
7/2027	543,526.23
8/2027	529,188.68
9/2027	382,964.95
10/2027	391,532.83
11/2027	378,512.50
12/2027	152,591.88
Total	14,925,328.40


By signing below Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

Customer: Regal Cinemas, Inc.

FREEPOINT ENERGY SOLUTIONS LLC

Signature:

DocuSigned by:



Date:

11/27/2024

Name:

F64F9919781449D...

Jawed Khan

Title:

VP, Head of operations

Signature:

Date:

Name:

Title:

**ELECTRICITY SUPPLY CONFIRMATION**  
**Special Provisions Applicable to Facilities Located in Illinois**

Seller is licensed as an Alternative Retail Electric Supplier and is an independent seller of power and energy service certified by the Commission in Docket No. 18-1703. The name and energy service for which the Customer is solicited is shown on this Confirmation and the preamble of the Master Agreement. Seller is not representing or acting on behalf of a Utility, any governmental body (unless the Seller has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make such statements) or any consumer group. The Utility remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond to any service calls and emergencies. Switching to Seller will not impact the customer's electric service reliability. Customer will receive bills for Seller's services as explained in Section 4 Billing and Payment of the Master Agreement. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. Seller makes no representations about guaranteed savings. Unless the Parties have expressly agreed to include a voluntary renewable product in the Agreement, the reference to Renewables on the Confirmation will not be applicable to Facilities located in Illinois and Customer will not be charged any fees, costs or charges attributable to Renewables. With respect to Transactions for Facilities located in Illinois, Customer represents and warrants that it is not a residential customer or a Protected Class Customer. The Utility is responsible for the distribution charges shown on each bill, as well as any emergencies and electric outages. In an electrical emergency or a power outage, Customer should immediately contact the relevant Utility. Please contact Seller's Customer Service department at the number specified below for information concerning how to contact the relevant Utility. In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer using the contact information set forth in the Notice section of the Master Agreement. If Customer's complaint is not resolved after Customer has called Seller and/or Utility, Customer may contact Illinois Commerce Commission for further assistance at 1-800-524-0795 (toll free) or at 527 East Capitol Avenue, Springfield, Illinois 62701.

With respect to Transactions for Facilities located in Illinois, the following terms have the meanings set forth below:

**"Commission"** means the Illinois Commerce Commission.

**"Protected Class Customer"** means a non-residential customer of an electric utility consuming 15,000 kWhs or less of electricity annually in its service area.

**"Utility"** means the electric distribution company providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners or operators that manage the internal distribution system serving the building or facility and that supply electric power and other related electric power services to occupants of the building or facility.