

## **MASTER ELECTRIC ENERGY SALES AGREEMENT**

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 27<sup>th</sup> day of January 2020 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE") and **ST FRANCIS COLLEGE** ("Customer"). ENGIE and Customer are also referred to as "Party" and collectively as the "Parties."

### **SECTION 1. TRANSACTION TERMS AND CONDITIONS**

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation and the terms and conditions herein. Any conflict between the terms of this Agreement and an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should ENGIE fail to schedule the delivery of sufficient quantities of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.
- 1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price as specified in an applicable Sales Confirmation.
- 1.3 **Term.** This Agreement shall be effective on the Effective Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply until both Parties have fulfilled all obligations with respect to the underlying transactions. The termination of this Agreement does not terminate any Sales Confirmation executed pursuant to this Agreement.
- 1.4 **Billing and Payment.** Following the receipt of Utility Related Charges (as defined in the Sales Confirmation), ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice for the amount due for the preceding billing cycle. The invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data. Payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are determined to be owed to Customer shall be re-paid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. If ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

### **SECTION 2. GENERAL TERMS AND CONDITIONS**

- 2.1 **Notices.** Notices and correspondence shall be in writing and delivered by regular or electronic mail, or similar means and deemed received on the date transmitted or delivered (after business hours on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may specify in writing to the other Party.
- 2.2 **Taxes.** Taxes means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.
- 2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall provide copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other with written notice requesting Performance Assurance in an amount determined in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance. In the event the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.
- 2.5 **Force Majeure.** Force Majeure means an event that is beyond the reasonable control of the claiming party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute or shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences. Nothing contained herein shall be

construed to require a claiming party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than to make payments due) will be suspended. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

- 2.6 Events of Default. An "Event of Default" means: (a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice, or (b) Customer cancels, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider, after the Effective Date of a Sales Confirmation executed pursuant to this Agreement; or (c) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (d) the failure by a Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof; or (e) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (f) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (g) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or insolvent.
- 2.7 Remedies upon Event of Default. If an Event of Default occurs, the non-defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If non-defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). The non-defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.
- 2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- 2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.
- 2.10 Representations and Warranties. Each Party represents and warrants: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business in jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action 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, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. ENGIE and its successors and assignees make no warranty of any kind, either express or implied, including implied warranty of merchantability and fitness for a particular purpose with regard to the services ENGIE provides or activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.
- 2.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, advisors, insurers, counselors or accountants) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement.

- 2.12 Modification. No amendment or modification will be enforceable unless reduced to writing and executed by the Parties.
- 2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights without the prior written consent of the other Party which shall not be unreasonably withheld. Any successor or assignee shall be subject to all the provisions of this Agreement to the same extent as though such were the original Party under this Agreement. An assignment shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
- 2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute, each Party will thoroughly investigate the matter and report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.
- 2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. If a change in law renders performance under this Agreement illegal, the Parties shall attempt to renegotiate this Agreement to comply with such change, and if unable, the Parties' obligations hereunder shall terminate upon the date the change in law becomes effective.
- 2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.
- 2.17 Misc. This Agreement and a Sales Confirmation executed in accordance with this Agreement constitute the entire agreement. There are no agreements or representations affecting the same subject matter other than those herein. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions remain effective and enforceable to the extent permitted by law. All confidentiality and indemnity rights survive the termination. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

### **SECTION 3. DEFINITIONS**

Bankrupt means a petition or the commencement of a proceeding under a bankruptcy, insolvency, reorganization or similar law, makes an assignment or any general arrangement for the benefit of creditors, becomes insolvent (however evidenced), or has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day is 8:00 a.m. - 5:00 p.m. local time for the relevant Party (to whom the notice, payment or delivery is being sent to/received by) principal place of business.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity and any related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority.

Guarantor means an entity providing a guaranty of payment in favor of the other Party.

Interest Rate means the lesser of one and 1 ½ % per month or the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance is collateral in the form of cash, letter of credit, corporate guaranty, or other security acceptable to requesting Party.

Utility Transfer Date is date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

#### **SECTION 4. NOTICES**

	BUSINESS NAME CONTACT NAME	BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	Kevin O'Rourke	Kevin O'Rourke	ENGIE Resources Inc. Attn: Retail	<b>Please wire payments to:</b> Mellon Bank  <b>Account Title:</b> ENGIE Resources  <b>Account Number:</b> 8-086-282  <b>ABA Number:</b> 031000037  For payment by check, please send to:  ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
STREET ADDRESS:	180 REMSEN ST	180 REMSEN ST	1990 Post Oak Blvd.	
CITY, STATE, ZIP:	BROOKLYN, NY, 11201	BROOKLYN, NY, 11201	Houston, TX 77056	
PHONE #:	646-369-8995	646-369-8995	1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:	korourke@sfc.edu	korourke@sfc.edu	custserv@na.engie.com	
	Customer DUNS No. _____	Customer Federal Tax ID (EIN) ____		

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

<b>Customer: ST FRANCIS COLLEGE</b>	<b>ENGIE Resources LLC</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b>
<b>Print Title:</b>	<b>Print Title:</b>
<b>Date:</b>	<b>Date:</b>

**SALES CONFIRMATION**  
**New York**  
**Fixed Price RTC**

This Sales Confirmation is entered on 1/27/2020 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and **St Francis College** ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated 1/27/2020 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

**CONSUMER DISCLOSURE STATEMENT**

Product Type                      **Fixed Price**

Contract Price                      \$0.09272 p/kWh

The Contract Price does not include Taxes or Utility Related Charges. If a cost component is separately listed as an obligation in this Sales Confirmation (for example, Capacity, Congestion, RPS Compliance Fees, or Losses), such charge or cost is not included in the Contract Price. All prices may be modified due to a subsequent change in law, administrative regulation, or any fees or costs imposed by the NYISO or by a Governmental Authority, as further described in Section 2.15.

Contract Term                      Start Date: 2/1/2020      End Date: 1/31/2023

Renewal Terms. In the event Customer does not timely exercise one of the options specified below in the Transaction Term section herein, service by ENGIE may continue hereunder following the End Date until the next available Utility Transfer Date following Customer's exercise of one of the above options or ENGIE's transfer of the accounts to the applicable default service provider, whichever occurs first (the "Post-Term Period"). For service during the Post-Term Period, in lieu of the Contract Price described in this Sales Confirmation, Customer shall pay ENGIE an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to Ancillary Services, installed (or unforced) capacity, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and are separately listed in the Customer invoice.

Right to Rescind. Per the New York Public Service Commission Uniform Business Practices, a commercial customer with account(s) classified by the utility as residential shall have the right to cancel this agreement within three (3) business days after receipt or execution, as applicable. To exercise this right, see the New York Consumer Statement in the Miscellaneous Section of this Sales Confirmation.

Early Termination Fee Calculation. As specified in Section 2.7 of the Master Agreement: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto. Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market.

Late Payment Fee. The rate of one and one half percent (1½%) (or maximum rate permitted by applicable law) multiplied by the past due balance.

Guaranteed Savings. None

**Transaction Term:** This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service

shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the default service provider. In the event Customer does not timely exercise an option, service by ENGIE may continue hereunder following the End Date (the "Post-Term Period"). For service during the Post-Term Period, Customer shall pay an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus all non-utility charges, including ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy. Taxes and Utility Related Charges are additional and are separately listed in the Customer invoice.

**Full Swing Transaction:** Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.

**Contract Price:** Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation, the Contract Price may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses, capacity, and current network integrated transmission charges (provided that changes to rate effective after contract execution may be passed through to Customer).

**ORECs.** Per the 7/12/2018 Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement (PSC Case 18-E-007), costs for Offshore Wind Standard compliance obligation of Offshore Wind Renewable Energy Credits are not included in the Contract Price. ENGIE will pass through compliance costs to Customer.

**Taxes and Utility Related Charges:** Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

**Addition or Deletion of Facilities.** During the Transaction Term, upon advance written notice to ENGIE, Customer may request to add facilities to this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which consumption volumes, net of all current additions or deletions, is not more than 20% above or below Customer's initial monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded may, at ENGIE's sole discretion, be added at the Contract Price. If ENGIE does not offer to add such addition(s) at the Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge. If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE the Termination Payment within 20 days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

**Facilities, Accounts and Quantities:** See Attachment A.

**Miscellaneous:**

**New York Requirement:** Notwithstanding anything to the contrary in the Master Agreement, ENGIE must provide at least fifteen (15) days prior notice prior to any cancellation of service applicable to this Sales Confirmation.

**New York Consumer Statement:** In accordance with the New York Public Service Commission ("NY PSC") Uniform Business Practices, Case 98-M-1343, Section 5(B)(2), a commercial customer with account(s)/facility(ies) classified by the applicable utility as residential shall have the right to cancel this agreement within three (3) business days after receipt or execution, as applicable. To exercise this right, contact ENGIE Customer Care toll-free at 1-888-644-1014.

In accordance with the New York Public Service Law and the Home Energy Fair Practices Act, commercial customer with account(s)/facility(ies) classified by the applicable utility as residential shall be entitled to special complaint handling procedures promulgated by the NY PSC. In the event of an unresolved dispute and/or complaint, contact the NY PSC at [www.dps.state.ny.us](http://www.dps.state.ny.us), toll-free at 1-800-342-3377, or by mail at 3 Empire State Plaza, Albany, NY 12223. For all other commercial customers, the toll-free number for information regarding the competitive energy retail market; inquiries, disputes, or consumer complaints; or information regarding Electric Service Companies in New York is 1-888-697-7728.

The energy supplied to Customer pursuant to this Sales Confirmation is provided by ENGIE. Energy delivery shall continue to be provided by Customer's applicable local utility. In the event of an emergency, Customer should contact its applicable local utility to respond.

**New York Transmission Owner Transmission Solutions Charges.** Costs associated with the Transmission Owner Transmission Solutions for the New York Transco Facilities for the Ramapo to Rock Tavern (RRT) transmission line, the Staten Island Unbottling (SIU) project, and the Marcy South Series Compensation project incurred by ENGIE to provide retail electric service to Customer are included in the Contract Price. Costs associated with the Transmission Owner Transmission Solutions for the New York Power Authority (NYPA) Marcy South Series Compensation Project in the State of New York service territory incurred by ENGIE to provide retail electric service to Customer are included in the Contract Price.

**IDR Meter Authorization:** Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

**"Rate Ready" Accounts.** For account(s) in which the applicable utility uses a "rate ready" billing system, the Contract Price during the Post-Term Period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

**ON-SITE CUSTOMER GENERATION:** The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

**Government/Public Entity Payment Terms and Indemnity Waiver.** This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

**Independent System Operator (ISO)** means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

**"Utility Related Charges"** means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

**"Post-Term Charge"** means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

**Facility/Account Deletions Prior to End Date:** The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic loss it incurred thereby. Any loss that ENGIE reasonably concludes is material shall be due from Customer. Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

**Billing Contact Information:** All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: ST FRANCIS COLLEGE	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
CUSTOMER DUNS NUMBER: _____	
CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____	
<b>Customer:</b> Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	



	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	Kevin O'Rourke	Kevin O'Rourke	ENGIE Resources	<u>Wire payments to:</u> Mellon Bank  <u>Account Title:</u> ENGIE Resources  <u>Account No.</u> 8-086-282  <u>ABA</u> <u>Number:</u> 031000037  <u>For payment by</u> <u>check, please</u> <u>send to:</u> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
STREET ADDRESS:	180 REMSEN ST	180 REMSEN ST	1990 Post Oak Blvd.	
CITY, STATE, ZIP:	BROOKLYN, NY, 11201	BROOKLYN, NY, 11201	Houston, TX 77056	
PHONE #:	646-369-8995	646-369-8995	1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:	korourke@sfc.edu	korourke@sfc.edu	custserv@na.engie.com	

\*Required Information

Customer: ST FRANCIS COLLEGE  
Effective Date: 01/27/2020  
Agreement #: EZSVVVF,1  
PR #: EZSVVVF,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Product Code: FP01

Product: Fixed Price RTC

**Exhibit 1: Facilities and Accounts**

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	160 REMSEN ST	BROOKLYN, NY 11201-1201	KINGS	CONED	Zone J - New York City	696041301000017	SC9	02/01/2020	01/31/2023

Contract Price (\$/KWh):	0.09272
Post Term Charge (\$/Kwh):	0.013

Customer: ST FRANCIS COLLEGE  
Effective Date: 01/27/2020  
Agreement #: EZSVVVF,1  
PR #: EZSVVVF,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**Exhibit 2: Monthly Anticipated Consumption (in MWh)**

**Delivery Point:** Zone J - New York  
City

Month	Year	MWh
Feb	2020	361.81
Mar	2020	391.75
Apr	2020	375.45
May	2020	393.13
Jun	2020	409.16
Jul	2020	460.53
Aug	2020	454.00
Sep	2020	464.83
Oct	2020	443.59
Nov	2020	381.32
Dec	2020	369.45
Jan	2021	353.96
Feb	2021	361.81
Mar	2021	391.75
Apr	2021	375.45
May	2021	393.13
Jun	2021	409.16
Jul	2021	460.53
Aug	2021	454.00
Sep	2021	464.83
Oct	2021	443.59
Nov	2021	381.32
Dec	2021	369.45
Jan	2022	353.96
Feb	2022	361.81
Mar	2022	391.75
Apr	2022	375.45
May	2022	393.13
Jun	2022	409.16
Jul	2022	460.53
Aug	2022	454.00

Customer: ST FRANCIS COLLEGE  
Effective Date: 01/27/2020  
Agreement #: EZSVVVF,1  
PR #: EZSVVVF,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**Delivery Point:** Zone J - New York  
City

Sep	2022	464.83
Oct	2022	443.59
Nov	2022	381.32
Dec	2022	369.45
Jan	2023	353.96

**ACKNOWLEDGMENT:**

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

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

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

☐ Customer, please check this box if your accounts are tax exempt.  
If tax exempt, please send your tax exemption certificates to [custserv@na.engie.com](mailto:custserv@na.engie.com)  
We cannot apply the tax exemption until we receive your certificates.