

Telephone: 1-800-448-0995

Customer-Services-US@smartestenergy.com

One Lincoln Centre, 110 West Fayette Street, Suite 400

Syracuse, NY 13202

# SALES AGREEMENT Illinois

Customer Nan	ne: Parker Hospitality									
Mailing Addre	ss:	Billing Address	(if different): 353 West Hubbard Street							
353 West Hub	bard Street	Chicago, IL 606	554							
Chicago, IL 60	654	United States								
<b>United States</b>										
Contact Name	:: David Mospan	Phone: (847) 2	Phone: (847) 224-4676							
Fax:		Email: david@	Email: david@parkerhospitality.com							
Check Only	☐ Voluntary Renewable Energy	Check Only if	If checked, tax exempt documentation must be							
if Voluntary	Product:NA	Customer is	attached. Failure to attach will result in Customer							
REC's are		Tax Exempt	being charged tax until a completed form is on file							
requested			and accepted by the EDC. Customer will also be							
			responsible to arrange for any tax refunds directly							
			with the state taxing authority.							
EDC/ElectricD	istribution Company: See Attachment A	EDC Account N	EDC Account Number(s) and approximate Start Date(s): See							
		Attachment A	Attachment A							

requested			and accepted by the EDC. Customer will also be responsible to arrange for any tax refunds directly with the state taxing authority.							
EDC/ElectricDist	ribution Company: See Attachment A	EDC Account N Attachment A	lumber(s) and approximate Start Date(s): See							
	CUSTOME	R DISCLOSURE STATEN	MENT							
Price	[Fixed Price of \$0.06924/kWh]									
Bill Type	Consolidated Bill									
How Price is	Fixed Price includes the components as described in the table below. The Fixed Price does not include any approximately approxim									
Determined	taxes (other than the gross-receipts tax, if applicable), which shall be passed-through to the customer. Component listed as "pass through" in the table below shall be billed using market-based prices or estimates thereof.									
	COMPONENT	Treatment								
	Energy	Fixed								
	Unforced Capacity	Fixed								
	Ancillary Services	Fixed								
	Transmission (Network Integration									
	Transmission Service, TECs)	Fixed								
	Clean Energy – Mandatory RECs (Not applicable)	Not Applicable								
	Auction Revenue Rights Credits	Fixed								
	Renewable Energy – voluntary	Not Selected								
	Please be aware that SmartestEnergy US LLC reserves the right to pass through costs/credits in accordance with Section 20 – Regulatory or Other Changes.									
	Upon mutual agreement, Customer has the ability to blend the current rate with a future rate as part of an Agreement extension throughout the term of this Agreement.									
	PJM has suspended its Unforced Capacity auction for the delivery period beginning June 2025, creating material uncertainty in PJM's capacity price and auction rules from that point forward. Once PJM finalizes these charges, SmartestEnergy US LLC reserves the right to pass through its actual unforced capacity costs/credits beginning June 2025. If its costs change, SmartestEnergy US LLC will have the right to change the prices for components listed in the table above, except for the "Energy" component, beginning 36 months from the execution date of this Agreement.									
Start Date	Supply shall start from first meter read da "Start Date"), which is expected to be du	·	esses your enrollment with SmartestEnergy US LLC (the							

Jocusign Envelope ID:	AB3815AD-739C-4D8B-BD7D-7EFFB9CDA52E							
	SmartestEnergy US LLC shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the EDC.							
Term	This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). The Term shall be for a period of 3 months from the Start Date ("Term"). After the end of the Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party as provided in the Renewal section below.							
Amount of Early	ETF shall equal the projected amount of electricity to be consumed by customer for the remainder of the Term							
Termination Fee	multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which							
and Method of Calculation	SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater.							
	Agreement is based on the energy consumption used in the prior year. A deviation of 100% or more could result in additional fees for all commercial customers. See section 9 – Customer Usage Deviation.							
Amount of Late	If SmartestEnergy US LLC manages billing, customer shall pay 1.5%, or the highest percentage or amount allowable by							
Payment	law, per month on overdue balances. If the EDC manages billing, customer shall be responsible to pay any late fees charged by the EDC on overdue balances.							
Credit Support	If this Agreement requires Customer to provide a cash deposit, letter of credit, or prepayment, the amounts and due dates of such instrument(s) shall be detailed on Attachment B. If a deposit or prepayment is required, Customer's signature on Attachment B will indicate its authorization for SmartestEnergy US LLC to access the required funds via ACH debit payment. Any cash deposit or prepayment shall also be governed by the terms of Paragraph 23.							
Renewal	After the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and							
	until this Agreement is terminated by either party.							
Guaranteed	There are no guaranteed savings from the EDC rate and your rate may be higher than the EDC rate.							
Savings								

By entering into this Agreement, Customer agrees to the terms above (and those in the attached General Terms and Conditions, in particular, the specific Customer Acknowledgements) and authorizes SmartestEnergy US LLC to act as Customer's agent in dealing with the EDC. If there is any discrepancy between the terms in this Agreement and those in General Terms and Conditions, the terms in this Agreement shall prevail.

SmartestEnergy US LLC	CUSTOMER						
Printed Name:	Printed Name: David Mospan						
Signature:	Signature: David Mospan						
Title:	Title Controller						
Date:	Date 10/10/2024						
SmartestEnergy US LLC							
Printed Name							
Signature:							
Title:							
Date:							

V1.2 06.26.2024

### **GENERAL TERMS AND CONDITIONS**

### 1. Definitions.

<u>Generation Charge</u> - Charge for production of electricity. <u>Transmission Charge</u> - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

2. **Agreement to Sell and Purchase Energy.** This is an agreement between SmartestEnergy US LLC ("SEUS," the "Company,"

"Seller," "we," or "us"), an independent energy services company, and you ("Customer," "you," or "your") under which Customer authorizes SEUS to initiate electricity supply service and begin Customer's enrollment with SEUS (the "Agreement"). Subject to the terms and conditions of this Agreement, SEUS agrees to sell and Customer agrees to purchase and accept all the electricity required to serve Customer's account(s) listed on Attachment A ("Purchase Quantities"). SEUS does not guarantee savings under

- Docusign Envelope ID: AB3815AD-739C-4D8B-BD7D-7EFFB9CDA52E this Agreement. Customer's electric distribution utility(ies) (the "EDC") will continue to deliver the electricity supplied by SEUS and will be available to respond to outages and/or other emergencies. SEUS is not affiliated with and does not represent Customer's EDC.
  - **Information Release Authorization.** Customer authorizes SEUS to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's EDC, which shall include, but not be limited to the following: consumption history; billing determinants; account numbers; credit information; public assistance status; existence of medical emergencies; status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled; data applicable to cold weather periods; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by SEUS to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to SEUS. SEUS reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to SEUS or by calling SEUS at 1-800-448-0995. SEUS reserves the right to cancel this Agreement in the event Customer rescinds such authorization. The data obtained pursuant to this authorization will be retained by SEUS for a period of four years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by SEUS in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term or at any time in the four year period after the Agreement terminates, or as contained in any derivative work created by SEUS in association with its business as a retail energy provider.
- 4. Customer Acknowledgements. CUSTOMER ACKNOWLEDGES THE FOLLOWING: THAT ANY SALES REPRESENTATIVE WITH WHOM CUSTOMER HAS SPOKEN REPRESENTS SEUS, AND IS NOT FROM THE EDC; THAT YOU ARE THE CUSTOMER WHOSE NAME IS ON THE ACCOUNT, THAT YOUR EDC WILL CONTINUE TO DELIVER YOUR ELECTRICITY; THAT YOU HAVE RECEIVED A COPY OF SEUS'S TERMS 6. AND CONDITIONS, AND THE CUSTOMER DISCLOSURE STATEMENT; AND, THAT YOU WERE INFORMED THAT THE EDC MAY DISCONNECT YOUR SERVICE AS A RESULT OF ANY FAILURE TO PAY SEUS'S CHARGES.

#### 5. Term and Termination.

a. For all products except Variable. This Agreement will begin upon the date the parties executed this Agreement (the "Execution Date"). It will continue for the period set forth in the Customer Disclosure Statement (the "Term") from the first meter read date after the EDC processes the Customer's enrollment with SEUS (the "Start Date"). SEUS shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the EDC. After the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by either party.

- i. Variable Rate Methodology: After the Term, the rate for electricity will be a variable rate that may be higher or lower each month based on the cost of supply and will be set in SEUS's sole discretion. The variable rate may be higher or lower than your EDC rate or other suppliers' rates.
- b. Variable Service. This Agreement will begin on the date the parties executed this Agreement (the "Execution Date") and will continue unless and until this Agreement is terminated by either party. SEUS will begin supplying electricity to Customer on the first meter read date after the EDC processes the Customer's enrollment with SEUS (the "Start Date"). SEUS shall not be held responsible for any delays in the Start Date caused by the actions or inactions of the EDC.
- Termination Fees. ETF shall equal the projected amount of electricity to be consumed by customer for the remainder of the Term multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SmartestEnergy US LLC can sell such electricity following the termination, or \$500 per non-residential account, whichever is greater. There are no early termination fees for Variable Service customers. For all other products, the projected amount of electricity to be consumed by customer for the remainder of the Term, multiplied by the difference between the contract price in effect for the remainder of the Term and the price at which SEUS can sell such electricity following the termination, or \$500 per account, whichever is greater. SEUS may terminate this agreement early for Customer fails to, i.) pay invoices timely ii.) provide performance assurance when requested, as provided in Sections 7 and 22, iii.) provide the notifications of behind the meter generation, net metering transactions or a state power allocation as required in Section 9, or iv.) provide credit support (if applicable) when due as specified in Attachment B or Section 23. If either Party terminates this Agreement early, then Customer shall owe an Early Termination Fee.
- 5. **Price.** The Price for all electricity under this Agreement shall be calculated as described in the Customer Disclosure Statement. For each billing cycle, the Price shall be applied to the Customer's metered usage for such billing cycle (as reported by the EDC).
- 7. Renewable Energy Products. This paragraph applies if Customer has chosen to receive a voluntary renewable energy product, as outlined in the Customer Disclosure Label. This product bundles electricity with Renewable Energy Certificates ("RECs") in an amount designed to match the Customer's usage. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. This product is Green-e® Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at <a href="https://www.green-e.org">www.green-e.org</a>. Election of this product supports the development of renewable

Docusign Envelope ID: AB3815AD-739C-4D8B-BD7D-7EFFB9CDA52E resources, but Customer understands and acknowledges that Customer may not actually be supplied with renewable energy.

- Billing and Payment. At SEUS's option, Customer may receive a single bill for both commodity and delivery costs from either SEUS or the EDC ("Consolidated Bill"), or the EDC and SEUS may each invoice Customer separately ("Dual Bill"). SEUS will have the right to change the bill type one time during the term of this Agreement. Customer will pay SEUS for electric supply service based on meter readings and consumption information measured by and/or received from Customer's EDC ("Billing Quantity"). For invoices received from SEUS, Customer will pay each invoice in full charge of 1.5%, or the highest percentage or amount allowable by law, per month. For invoices received from the EDC, Customer will pay each invoice in full as required by EDC's tariff or be subject to a late payment charge as required by EDC's tariff. If Customer fails 12. Termination. Customer acknowledges that in the event of a to pay either any EDC invoice or any SEUS invoice when due, then, in addition to any other remedies that it may have, SEUS may terminate this Agreement upon 15 calendar days' written notice to Customer. Failure to make full payment of SEUS and EDC charges due on any Consolidated Bill will be grounds for disconnection of EDC services. If any payments made by you directly to us are rejected two (2) times in a one-year period, the only form of payment acceptable will be a certified check, money order, or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that 13. SEUS Contact Information. Customer may contact SEUS by phone the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.
- 9. Customer Usage Deviation and Behind the Meter Generation. If Customer's metered usage during any billing period exceeds, or 14. Consumer Protections. Customer may obtain additional falls below, its historic usage during a like billing period by 100% or more, and such variation results in SEUS incurring additional charges, Customer will be responsible for the payment of such existing self-generation unit(s), any net metering transactions or any state power allocations associated with the Customer accounts included in this Agreement prior to execution of this Agreement. If Customer fails to provide such notification, SEUS may change the Customer's price or terminate this Agreement. Subsequent to the execution of this Agreement, Customer agrees 16. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY to promptly provide SEUS with advanced written notice once Customer decides to implement any of the following: (i) changes its use of self-generation unit(s), (ii) installation of additional selfgeneration unit(s); or (iii) addition or amendment of a net metering transaction or state power allocation. Notwithstanding the foregoing, Customer shall reimburse SEUS for any costs incurred by SEUS as a result of Customer making any of the changes identified in this paragraph or increases in Customer's capacity or transmission tag due to reduced customer generation output during a tag setting period.. For the avoidance of doubt, consumption bandwidth thresholds established above shall not apply in a manner that would duplicate Customer's cost reimbursement obligations when calculating costs pursuant to this section.
- 10. Delivery Point, Title, and Taxes. All electricity sold pursuant to this Agreement shall be delivered to a location ("Delivery Point"), which shall constitute the point at which the sale occurs and title

to the energy passes to you from us. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of electricity. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by providing appropriate documentation to SEUS. Failure to provide appropriate documentation will result in Customer being charged tax until a completed form is on file and accepted by the EDC. Customer will also be responsible to arrange for any tax refunds directly with the state taxing authority.

- within 20 days of the invoice date or be subject to a late payment 11. Emergency Services. The EDC will continue to respond to emergencies. In the event of an electricity emergency or service interruption, contact your EDC.
  - cancellation or termination of this Agreement, it may take several billing cycles for Customer to return to the EDC for commodity supply service. Customer remains liable for all SEUS charges until Customer's switch to the EDC or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the EDC or if access is unavailable, an estimate of usage will be used in lieu of the final bill, which will be trued-up when the final meter reading is provided.
  - at 1-800-448-0995 Monday through Friday between the hours of 9:00 A.M. to 5:00 P.M. EST (such hours subject to change), by email at Customer-Services-US@smartestenergy.com, or by mail to One Lincoln Centre, 110 West Fayette Street, Suite 400, Syracuse, NY 13202.
  - information by contacting SEUS at 1-800-448-0995, the Illinois Commerce Commission at 1-800-524-0795, or by website athttps://www.icc.illinois.gov/about/contact-us.
- additional charges. Customer agrees to inform SEUS of any 15. No Warranties. Unless otherwise expressly set forth in this Agreement, SEUS provides and Customer receives no warranties, express or implied, statutory, or otherwise and SEUS specifically disclaims any warranty of merchantability or fitness for a particular purpose.
  - APPLICABLE LAW, NEITHER YOU NOR SEUS WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND SEUS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST SEUS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM SEUS, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND SEUS ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. IN THE EVENT CUSTOMER FAILS TO REPORT A DISPUTE WITHIN THIRTY (30) DAYS OF THE DISPUTED OCCURRENCE, CUSTOMER WAIVES ANY AND ALL RIGHTS TO

- Docusign Envelope ID: AB3815AD-739C-4D8B-BD7D-7EFFB9CDA52E ASSERT THE DISPUTE. THIS THIRTY (30) DAY REQUIREMENT SHALL TAKE PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.
- 17. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. ANY COMPLAINT, CLAIM, OR DISPUTE BETWEEN SEUS AND CUSTOMER, WHETHER ARISING IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, SHALL, AS THE SOLE AND EXCLUSIVE REMEDY OF SEUS AND CUSTOMER, BE DECIDED BY FINAL AND BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE ARBITRATION ASSOCIATION ("AAA") AND PURSUANT TO THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1 ET. SEQ., AND SHALL BE VENUED EXCLUSIVELY IN THE STATE OF ILLINOIS AND 19. Applicable/Governing Law. This Agreement is governed by the THE COUNTY WHERE SERVICES ARE BEING PROVIDED UNDER THIS AGREEMENT, OR WHERE SEUS AND CUSTOMER MUTUALLY AGREE. ANY SUCH COMPLAINTS, CLAIMS, OR DISPUTES SHALL PROCEED ONLY IN ARBITRATION AND ONLY ON AN INDIVIDUAL BASIS. THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING AND MAY BE ENTERED INTO JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. SEUS AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY.

BY AGREEING TO BINDING ARBITRATION, SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, **VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO SUE OR** SEEK RELIEF OR HAVE ANY COMPLAINTS, CLAIMS, OR DISPUTES ADJUDICATED IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM, WHETHER THOSE COMPLAINTS, CLAIMS, OR DISPUTES ARISE OR ARE BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE. SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. SEUS AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE 21. Assignment. You may not assign this Agreement, in whole or in REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH DOES NOT PREVENT YOU FROM FILING A COMPLAINT RELATING TO YOUR ELECTRIC SUPPLY SERVICE WITH SEUS PURSUANT TO THE LAWS GOVERNING RETAIL ELECTRIC SUPPLIERS IN YOUR STATE AND THE REGULATIONS OF ANY AGENCY IN YOUR STATE WITH JURISDICTION OVER RETAIL ELECTRIC SUPPLIERS. HOWEVER, ANY COMPLAINTS, CLAIMS, OR DISPUTES SUBMITTED TO SAID AGENCY REMAIN OTHERWISE SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, THE AGREEMENT TO SUBMIT ALL COMPLAINTS, CLAIMS, OR DISPUTES, WHETHER 22. Performance Assurance. If SEUS has reasonable grounds to believe ARISING OR BASED IN ANY CONTRACT, STATUTE, REGULATION, TORT, OR OTHERWISE, TO BINDING AND FINAL ARBITRATION; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO SUE OR SEEK RELIEF IN ANY COURT OF LAW, ADMINISTRATIVE PROCEEDING, OR ANY OTHER FORUM; THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO A JURY TRIAL; AND THE KNOWING, VOLUNTARY, AND WILLING WAIVER OF THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION.

18. Force Majeure. In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this

- Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, severe weather events, curtailment by Customer's EDC, etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.
- laws of the State of Illinois. This Agreement is subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over this agreement or the services to be provided hereunder.
- 20. **Regulatory or Other Changes.** SEUS and Customer recognize that a change in any law, rule, regulation, or tariff that results in a change in a cost or requirement applicable to SEUS (each, a "Regulatory Change") could materially impact a term or provision of this Agreement including, but not limited to price. Accordingly, SEUS retains the right to modify this Agreement, including Customer's price, as a result of a Regulatory Change. SEUS shall provide 30 days' prior written notice to Customer of any modification to this Agreement resulting from a Regulatory Change. For the avoidance of doubt, a change in a Network Integration Transmission Service ("NITS"), Transmission Enhancement Charge ("TEC") or TEC Credit rate shall be considered a Regulatory Change for purposes of Section 20 and SEUS shall change the Customer's contract price to reflect the increased or decreased costs. A change in the Customer's NSPL tag shall not be considered a Regulatory Change unless there is a rule change that amends the way such tags are determined.
- part, or any of your rights or obligations without SEUS's prior written consent. We may, upon 30 days' written notice, transfer, sell, pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds in connection with any financial or billing services agreement and transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of SEUS, or any other approved ESCO or other entity authorized by the Public Service Commission without your consent. This Agreement shall be binding on each party's successors and legal assigns.
- that Customer's creditworthiness or performance under this Agreement has become unsatisfactory, SEUS will provide Customer with written notice requesting performance assurance in an amount determined by SEUS in a commercially reasonable manner. Upon receipt of such notice Customer shall have five (5) business days to remedy the situation by providing such performance assurance to SEUS. In the event that Customer fails to provide such performance assurance, or guaranty or other credit assurance acceptable to SEUS within five (5) business days of receipt of notice, then SEUS may terminate this Agreement.

- 23. Cash Deposits or Prepayments. If a cash deposit or prepayment applies, Customer grants to SEUS all of its' right, title and interest in the cash deposit or prepayment, free of liens or encumbrances. SEUS may, at any time, apply any part of, i.) the cash deposit to any past due amounts owed by Customer or ii.) the prepayment to any amounts owed by Customer. If SEUS makes any such application, it shall provide notice to Customer of any shortage and its intent to replenish the account via ACH debit payment. In the event that the ACH debit payment is unsuccessful, Customer shall have five (5) business days to restore such cash deposit or prepayment. SEUS shall return the cash deposit or prepayment once this Agreement has been terminated in accordance with its terms and all amounts owned by Customer have been paid.
- 24. Forward Contract. Customer agrees that this Agreement is a "forward contract" within the meaning of the U.S. Bankruptcy Code, as amended, and that SUES is a "forward contract merchant" within the meaning of the U.S. Bankruptcy Code, as amended.
- 25. **Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
- 26. Entire Agreement. This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and SEUS with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement.



## Attachment A

140	. Of Service Ac	counts.		0															
							Estimated Customer Usage (kWh)												
No	. Utility	Account Number	Service Address	Anticipated Start Date	Term	Anticipated End Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1	COMED	0647674740	164 E Grand Ave , Chicago, IL, 60611, US	11/02/2024	3	02/02/2025	39,276	37,495	41,171	40,104	43,146	52,465	55,587	54,969	47,941	44,338	37,912	38,689	533,093
2	COMED	5416146303	100 W Higgins Rd , South Barrington, IL, 60010, US	11/24/2024	3	02/24/2025	31,574	29,280	32,933	40,893	46,727	49,710	51,498	43,866	34,470	28,727	27,400	29,721	446,799
3	COMED	6055304215	, IL, US	12/06/2024	2	02/06/2025	36,688	35,777	37,522	33,161	32,862	33,368	32,127	35,698	35,962	23,933	20,954	24,265	382,317
4	COMED	7234154576	715 Village Center Dr , Burr Ridge, IL, 60527, US	11/06/2024	3	02/06/2025	6,956	6,427	6,898	6,800	7,686	8,276	7,581	7,902	7,305	7,126	6,816	7,015	86,788
5	COMED	7673150506	4999 Old Orchard , Skokie, IL, 60077, US	11/04/2024	3	02/04/2025	25,835	28,765	29,900	34,924	42,770	46,039	38,796	32,300	28,160	25,233	26,027	27,099	385,848
6	COMED	8584658187	705 Village Center Dr , Burr Ridge, IL, 60527, US	11/06/2024	3	02/06/2025	23,012	20,368	21,781	22,416	30,307	36,452	38,684	38,139	28,712	24,594	21,710	22,486	328,661
7	COMED	8792444573	414 N Orleans ST #105 , Chicago, IL, 60654, US	11/04/2024	3	02/04/2025	35,260	32,552	36,128	34,560	39,758	45,274	40,979	41,101	35,585	35,455	33,598	36,141	446,391
8	COMED	9251868493	802 W Randolph ST , Chicago, IL, 60607, US	11/03/2024	3	02/03/2025	22,887	20,401	22,118	22,522	26,811	30,413	27,688	29,097	26,627	24,389	23,237	23,450	299,640
То	tal						221,488	211,065	228,451	235,380	270,067	301,997	292,940	283,072	244,762	213,795	197,654	208,866	2,909,537

