

## ELECTRICITY SUPPLY CONFIRMATION (PJM-PA) 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 10/15/2024. 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> ( <i>legal entity name</i> ): Regal Cinemas, Inc.<br><i>(Required)</i> |  | <b>DBA</b> ( <i>if applicable</i> ): United Artists, New Regal Cinema Holdings<br><i>(see facilities list)</i> |  |
| <b>Customer Contact: Name:</b><br><i>(Required)</i>   |  | <b>Title:</b><br><i>(Required)</i>   |  |
| <b>Phone:</b><br><i>(Required)</i>  |  | <b>Email:</b><br><i>(Required)</i>   |  |
| <b>Address for Notices: Street:</b><br><i>(Required)</i>                                    |  | <b>City:</b><br><i>(Required)</i>  |  |
| <b>State:</b><br><i>(Required)</i>  |  | <b>Zip:</b><br><i>(Required)</i>   |  |

### Electricity Supply Selection:

|   |                             |  |
|---|-----------------------------|--|
| <b>Pricing:</b> <input checked="" type="checkbox"/> Index | <b>Price:</b> \$0.01165/kWh | <b>Cost Components Included in the Price</b> ( <i>check if included</i> ):<br><input type="checkbox"/> Energy <input type="checkbox"/> Capacity <input type="checkbox"/> Transmission <input checked="" type="checkbox"/> Ancillary Services <input type="checkbox"/> Line Losses <input checked="" type="checkbox"/> Renewables<br><input checked="" type="checkbox"/> MLC <input checked="" type="checkbox"/> ARR <input checked="" type="checkbox"/> Administrative Fee |
| <b>Broker:</b> Power Kiosk LLC                            |                             |  |

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 and 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.,

Signature:  Date: 10/21/24

Name: Jawed Khan

Title: VP, Head of Operations

**FREEPOINT ENERGY SOLUTIONS LLC**

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

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

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           | DBA                          | Service Address   | Estimated Start Date* | Service End Date | Bill Option** | PLC    | NSPL   | Tax Exempt %*** |
|----|--------------|--------------------------|------------------------------|---|-----------------------|------------------|---------------|--------|--------|-----------------|
| 1  | MetEd        | 0800779547000<br>3109024 |                              | 3864 Easton Nazareth Hwy,<br>Easton, PA 18045                   | 10/25/2024            | 12/07/2027       | UCB           | 210.81 | 204.07 |                 |
| 2  | MetEd        | 0800779547000<br>6449354 |                              | 2200 Lebanon Valley Mall,<br>Lebanon, PA 17042                  | 10/25/2024            | 12/06/2027       | UCB           | 142.91 | 141.81 |                 |
| 3  | MetEd        | 0805234769000<br>7450175 |                              | 455 TOWN CENTER DR, YORK,<br>PA 17408                           | 10/25/2024            | 12/14/2027       | UCB           | 231.53 | 234.54 |                 |
| 4  | PECO         | 0421204790               | United Artists               | 3720 MAIN ST MOVIE TH,<br>PHILADELPHIA, PA 19127                | 10/25/2024            | 11/29/2027       | UCB           | 185.96 | 189.33 |                 |
| 5  | PECO         | 0477654753               |                              | 0 County-Line Rd BLDG A,<br>Warrington, PA 189876               | 10/25/2024            | 12/22/2027       | UCB           | 433.65 | 441.51 |                 |
| 6  | PECO         | 3311372938               | United Artists               | 1619 GRANT AVE *SIGN 2,<br>PHILADELPHIA, PA 19115               | 10/25/2024            | 11/30/2027       | UCB           | 0.01   | 0.01   |                 |
| 7  | PECO         | 3997623840               |                              | 1011 RIDGE PIKE THEATRE,<br>CONSHOHOCKEN, PA 19428              | 10/25/2024            | 12/02/2027       | UCB           | 181.56 | 184.85 |                 |
| 8  | PECO         | 4313222798               |                              | 232 MALL BLVD 3PH, KING OF<br>PRUSSIA, PA 19406                 | 10/25/2024            | 11/30/2027       | UCB           | 6.68   | 6.80   |                 |
| 9  | PECO         | 4980436259               |                              | 232 MALL BLVD THEATRE<br>ELEC, KING OF PRUSSIA, PA<br>19406     | 10/25/2024            | 11/30/2027       | UCB           | 419.18 | 426.77 |                 |
| 10 | PECO         | 6506735564               | United Artists               | 1619 GRANT AVE MOVIES,<br>PHILADELPHIA, PA 19115                | 10/25/2024            | 11/30/2027       | UCB           | 202.63 | 206.30 |                 |
| 11 | PECO         | 6927471195               |                              | 4777 W CHESTER PIKE,<br>NEWTOWN SQUARE, PA 19073                | 10/25/2024            | 12/14/2027       | UCB           | 178.76 | 182.00 |                 |
| 12 | PECO         | 6990450971               |                              | 0 QUARRY RD,<br>DOWNTOWN, PA 19335                              | 10/25/2024            | 12/22/2027       | UCB           | 341.39 | 347.57 |                 |
| 13 | PECO         | 8132276290               | United Artists               | 3720 MAIN ST SITE LGT,<br>PHILADELPHIA, PA 19127                | 10/25/2024            | 11/29/2027       | UCB           | 0.29   | 0.30   |                 |
| 14 | PPL          | 0417237015               |                              | 1246 MILLERSVILLE PIKESTE<br>754 CINEMA, LANCASTER, PA<br>17603 | 10/25/2024            | 12/14/2027       | UCB           | 253.93 | 193.41 |                 |
| 15 | PPL          | 2753850012               | New Regal<br>Cinema Holdings | CAUGHY DR, HARRISBURG, PA<br>17110                              | 10/25/2024            | 12/13/2027       | UCB           | 233.87 | 198.80 |                 |
| 16 | PPL          | 4818040009               | New Regal<br>Cinema Holdings | LAUREL MALL RT 93,<br>HAZLETON, PA 18201                        | 10/25/2024            | 12/14/2027       | UCB           | 159.75 | 126.61 |                 |
| 17 | PPL          | 7995961028               |                              | 3909 COMMERCE BLVD<br>OUTLET 6, DICKSON CITY, PA<br>18519       | 10/25/2024            | 12/02/2027       | UCB           | 228.24 | 192.30 |                 |

\*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: City: State: Zip:

☐ 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) |
|--------------|---------------------------------|
| 10/2024      | 346,969.96                      |
| 11/2024      | 981,126.71                      |
| 12/2024      | 974,341.25                      |
| 1/2025       | 973,024.95                      |
| 2/2025       | 877,142.42                      |
| 3/2025       | 1,005,482.51                    |
| 4/2025       | 942,046.47                      |
| 5/2025       | 987,936.23                      |
| 6/2025       | 1,284,670.53                    |
| 7/2025       | 1,436,980.06                    |
| 8/2025       | 1,389,856.01                    |
| 9/2025       | 972,638.86                      |
| 10/2025      | 981,686.42                      |
| 11/2025      | 981,864.00                      |
| 12/2025      | 973,441.25                      |
| 1/2026       | 974,970.44                      |
| 2/2026       | 877,045.35                      |
| 3/2026       | 1,003,869.83                    |
| 4/2026       | 941,948.06                      |
| 5/2026       | 990,220.44                      |
| 6/2026       | 1,282,141.80                    |
| 7/2026       | 1,438,497.61                    |
| 8/2026       | 1,387,529.52                    |
| 9/2026       | 973,219.75                      |
| 10/2026      | 984,183.71                      |
| 11/2026      | 978,708.26                      |
| 12/2026      | 972,171.62                      |
| 1/2027       | 975,460.90                      |
| 2/2027       | 877,497.95                      |
| 3/2027       | 1,001,275.77                    |
| 4/2027       | 943,652.94                      |
| 5/2027       | 987,854.74                      |
| 6/2027       | 1,282,130.15                    |
| 7/2027       | 1,445,079.87                    |
| 8/2027       | 1,383,900.92                    |
| 9/2027       | 973,386.49                      |
| 10/2027      | 986,352.78                      |
| 11/2027      | 967,340.13                      |
| 12/2027      | 296,014.62                      |
| <b>Total</b> | <b>40,033,661.30</b>            |

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:

Date:

Signature:

Date:

Name:

Name:

Title:

Title:

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

Seller is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. (No. A-2016-2575063). Seller sets the generation prices and charges that are paid by you (as the Customer). The generation charge is the charge for production of electricity. The Pennsylvania Public Utility Commission regulates distribution prices and services. The distribution charge is the charge for delivering electricity from the Utility to each Facility. The Federal Energy Regulatory Commission regulates transmission prices and services. The Transmission charge is the charge for moving high voltage electricity from a generation facility to the distribution lines of a Utility. You 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. If the Price is based on an index price, your Price will vary with the index and there is no limit on how much the price may change from one billing cycle to the next. Seller makes no representations about guaranteed savings. With respect to electricity sales in Pennsylvania, Customer represents and warrants that it is not a residential customer or a Protected Class Customer and that it does not have net metering as defined in the Pennsylvania Alternative Energy Portfolio Standards Act. 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 in the Notice section of the Master Agreement 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 our Customer Service using the contact information set forth in the Notice section of the Master Agreement. If your complaint is not resolved after you have called Seller and/or your electric utility, Customer may contact the Pennsylvania Public Utilities Commission for further assistance at 1-800-692-7380 (toll free), at 400 North Street, Keystone Building, Harrisburg, PA 17120 or at [www.puc.pa.gov](http://www.puc.pa.gov).

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

**"Commission"** means the Pennsylvania Public Utility Commission.

**"Protected Class Customer"** means a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

**"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.