

## CONNECTICUT ELECTRIC ENERGY AGREEMENT COMMERCIAL SERVICE - FIXED PRICE

### CUSTOMER INFORMATION

Business Name ( <i>legal contracting entity</i> ):	barcelona waypointe llc		
DBA / Assumed Name:			
Customer Contact Name & Title:	jody sommers	CFO	
Telephone:	4697085560		
E-mail:	jsommers@barcelonawinebar.com		
Identification: ( <b>one of the following</b> )			
Federal Tax ID No. (EIN) _____	DUNS No. _____	State ID or DL No. _____	
Physical Business Address: ( <i>cannot be a P.O. Box</i> )	515 West Ave Ph 5 Str 5 Norwalk, CT 06850		
Billing/Mailing Address:	20 ketchum street 101 westport, CT 06880		

### CONTRACT INFORMATION

Product: Fixed	Contract price (\$/kwh): 0.09623		
Start Date:	11/01/2022	End Date:	10/31/2026
<small>Enrollment on Utility Transfer Date on or after:</small>		<small>Utility Transfer Date on or following:</small>	
<p>The Utility Transfer Date is the 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.</p>			

### ACKNOWLEDGMENT AND CONSENT

I agree to the Product and Contract Price and Terms of Service at the accounts listed below. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.** I have reviewed the Facility/Service Address(es) and Account Number(s) below for accuracy and verify each is owned by me or under my control and I have the authority to enter into this Agreement. **If your maximum demand is 500kW or less, you may cancel this Agreement until midnight of the 3<sup>rd</sup> business day after the Effective Date. To cancel, contact ENGIE's customer service department at 1-866-MYENGIE or care@engieresources.com.**

Customer Signature:	Jody Sommers	ENGIE Signature:	
Print Name:	jody sommers	Print Name:	
Print Title:	CFO	Print Title:	
Date:	12/08/2021	Date:	

#### ENGIE RESOURCES

#### PAYMENT INFORMATION

<b>1360 Post Oak Blvd, Suite 400</b> <b>Houston, Texas 77056</b> <b>1-866-MYENGIE</b> <b>care@engieresources.com</b>	<b>Mailing Address:</b> Engie Resources LLC PO Box 841680 Dallas, Texas 75284-1680 <b>Electronic Payments:</b> Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207	<b>Overnight Mailing Address:</b> Engie Resources LLC Bank of America Lockbox Services - Lockbox 841680 1950 N Stemmons Freeway - Suite 5010 Dallas, Texas 75207 <b>Self-service billing online:</b> MyEngiePortal <a href="https://accounts.engieresources.com">https://accounts.engieresources.com</a>
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Check here if accounts are tax exempt and send certificates to care@engieresources.com. No exemption is applied until receipt of tax certificates.

### FACILITIES/ACCOUNTS

NO.	FACILITY NAME/ SERVICE ADDRESS	CITY, STATE, ZIP	UTILITY	DELIVERY POINT	ACCOUNT NUMBER
1	515 West Ave Ph 5 Str 5 Norwalk, CT 06850		CLP		51823187091
2					
3					
4					
5					
6					
7					
8					
9					
10					

## **SECTION 1. TERMS OF SERVICE**

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's consumption is not subject to a maximum or minimum usage limit, however Customer may not discontinue electric service prior to the End Date unless due to a sale or closure as set forth in Section 2.5. The electric energy service provided by ENGIE is subject to the acceptance by and eligibility requirements of Customer's local transmission and distribution utility and acceptance and approval by ENGIE based on factors including market fluctuations and Customer's facility(ies) historical usage.
- 1.2 **Term.** Service shall commence on the first available Utility Transfer Date on or following the Start Date. Service shall remain through the first available Utility Transfer Date following the End Date. Customer's options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to ENGIE to transfer service to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service 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. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness. Customer may request ENGIE offer a "blend and extend" agreement for Customer to benefit from lower rates in exchange for a Term extension.
- 1.3 **Billing and Payment.** For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For ETF, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer's bank account. Overdue payments will be charged a 1½ % late fee. ENGIE may report payment history to credit agencies. If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables ("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).
- 1.4 **Contract Price.** Customer shall pay the Contract Price per kWh of electric energy consumed in a Billing Cycle. It may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses, capacity, and transmission (if applicable). The Contract Price does not include Taxes or Utility Related Charges.
- 1.5 **Conditions to Transact.** Service may be conditioned upon a credit screen by ENGIE, a review of Customer's recent invoices, verification of a satisfactory credit score, or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.
- 1.6 **Addition or Deletion of Facilities.** Customer may request to add facilities at the Contract Price, or to delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, 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 discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

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

- 2.1 **Notices.** Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.
- 2.2 **Taxes and Title.** Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point.
- 2.3 **Credit.** If ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit equal to 3 times the average amount invoiced by Billing Cycle. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE.
- 2.4 **Force Majeure.** "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance; This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include a decision to shut down, sell, relocate or economic loss.
- 2.5 **Early Termination / Cancellation.** If Customer cancels this Agreement prior to the Start Date, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider during the Transaction Term, Customer will be charged an Early Termination Fee equal to the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by ENGIE in a commercially reasonable manner. ENGIE may terminate this Agreement if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or Customer fails to make any payment or deposit when due; or Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The

Early Termination Fee shall be due within 15 Business Days of written notice to Customer. No Early Termination Fee will be due if Customer discontinues service at a facility prior to the End Date due to the sale or closure of the facility address, provided that Customer provides thirty (30) days' advance written notice to ENGIE, a forwarding address, and other evidence required by ENGIE verifying that Customer no longer occupies the facility. Customer will remain responsible for the billing and payment obligations until ENGIE service is terminated, switched to another provider, transferred to the default service provider, or otherwise discontinued.

- 2.6 Limitation of Liability. For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, the liability of the defaulting party is limited to direct actual damages and all other damages are waived. In no event shall either party be liable for or entitled to consequential, punitive, or indirect damages.
- 2.7 Indemnification. Except as limited by 2.6, each Party shall indemnify, defend and hold the other 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 herein.
- 2.8 Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed the facility table is a residence. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 2.9 Assignment. Neither Party will assign this Agreement without written consent of the other Party, however, the transfer by ENGIE of account receivables shall not require Customer consent. Consent shall not be unreasonably withheld.
- 2.10 Change in Law. If 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 costs relating to the provision of services herein, such costs shall be passed through to Customer.
- 2.11 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to any conflicts of law principal. Each party consents to the personal jurisdiction in Harris County, Texas and waives any right to trial by jury.
- 2.12 Misc. No modification will be enforceable unless in writing and executed by both Parties. If any provision is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In any action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees. Customer consents to the utility sharing billing and payment information with ENGIE, including participation in budget billing or extended payment arrangements; and Customer authorizes ENGIE to obtain all data necessary for enrollment and to provide services including account information and meter usage data (including interval usage data) and credit history. ENGIE will not release Customer confidential information without a written authorization statement that includes Customer name, account number(s), and the utility assigned authorization. Confidential information includes Customer name, address, e-mail address and telephone number, and individual payment information. Customer acknowledges ENGIE has authority to make rates and tariff selections necessary to meet obligations of this Agreement.
- 2.13 Commission Contact Information. CT Public Utilities Regulatory Authority (800) 382-4586. 10 Franklin Square, New Britain, CT 06051.

### **SECTION 3. DEFINITIONS**

Billing Cycle means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility.

Business Day means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's principal place of business. The relevant Party shall be the Party to whom the notice or payment is being sent/received by.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations hereunder 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.

Utility Related Charges means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.

## EPO Energy Profiler Online™ – Service Agreement

Eversource will provide interval meter data via an access-protected website. At least one interval-recording meter is required per account. Eversource and any third party contracted by Eversource will not disclose any customer-confidential information-including customer name and address, metering, billing and pricing, power usage, business activities, and other customer information-without prior consent from the customer. Eversource may, at our discretion, cancel this agreement and return the unused pro-rated portion of fees received. Upon receipt of the completed Service Agreement, data will be provided within 2 business days. Additional time may be needed for large requests.

The EPO Service is **not** intended for billing comparison purposes. If you would like assistance understanding how this data compares to your bill or if you need assistance with EPO Online, please contact our hotline at 866-658-2356 or send e-mail to [EPOAdmin@eversource.com](mailto:EPOAdmin@eversource.com).

### Service Options–select one:

**One-Time request, \$50 per account number**



All interval data available at the time of the request will be provided online. Data will not be updated. The user id and password will expire 30 days after the start of the service.



**Annual subscription, \$300 per account number per year**

All interval data available at the time of the request will be provided online. For phone-accessed meters, data will be updated daily. Data may be delayed due to meter or communication difficulties. The subscription automatically renews each year.

**\*\*CT accounts are subject to a 1% sales tax charge per account which will be added to the fee. If exempt from sales tax, a copy of the Sales & Use Tax Resale Certificate or CT Tax Exempt Certificate must accompany Service Agreement.\*\***

### Customer Information and Authorization:

The utility customer's dated signature, email address, and phone number must be provided on this service agreement before any data will be released. Authorization from an agent on behalf of the utility customer will NOT be accepted. This Service Agreement must be received by the Utility within three (3) months of the date signed by the customer to be valid.

Contact Name (Please print) Jody sommers

Customer's Name & Title (Please print) Jody sommers

CFO

Email Address (Please print) jsommers@barcelonawinebar.com

Phone Number 4697085560

Customer's Signature (Please print) Jody Sommers

Date signed by customer 12/08/2021

*\*\*For customers requesting data please complete billing information below*

### Utility Customer Account Number(s) BA&SA

1.BA 51823187091 SA 211953002

6.BA SA

2.BA SA

7.BA SA

3.BA SA

8.BA SA

4.BA SA

9.BA SA

5.BA SA

10.BA SA

*\*\* Please attach account numbers or include electronic list if requesting more than 10 accounts*

### Requestor & Billing Information:

The service period begins when e-mail notification is received of the availability of the EPO service. The Utility customer cannot be billed for a third party request.

Requestor/Billing Company (Please print) \_\_\_\_\_

Requestor/Billing Name (Please print) \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address (Please print) \_\_\_\_\_

Billing Address \_\_\_\_\_ P.O. Number (optional) \_\_\_\_\_

Requestor/Billing Signature \_\_\_\_\_ Dated Signed by Requestor/Billing Co. \_\_\_\_\_

\*\*\*\*\* RETURN COMPLETED AGREEMENT TO EPO ADMINISTRATION TEAM\*\*\*\*\*

By fax 860-665-2069, by pdf to [EPOAdmin@eversource.com](mailto:EPOAdmin@eversource.com)

Revised: 01/15/2015

## Additional Locations

**Customer:**

barcelona waypointe llc

[illegible]

Contact Name: jody summers

Phone Number: 4697085560

Address: 515 West Ave Ph 5 BWB Norwalk, CT 06850

Signature: Jody Sommers

Date: 12/08/2021

## CUSTOMER USAGE INFORMATION AUTHORIZATION

I hereby authorize my electric utility to act in my behalf for the purpose of obtaining information about my historical energy usage and billing information and consent to the release of same so that the Company named herein may evaluate my energy usage patterns and make me an offer to supply energy. The utility considers all customer usage information to be confidential.

This authorization in no way binds me to the purchase of any service or product from the Company named herein and is to be used for the sole purpose of determining my offer price of **energy** service or the provision of other energy-related services.

### Supplier/Consultant Information (please print):

\_\_\_\_\_ representing Power Kiosk  
(Individual) (Company)

Address \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Type of Data Requested (If you select both, you will be charged for each):

☐ Sixty (60) minute interval data (if available) provided in ASCII text file

☐ Monthly billing information (will be provided if 60 minute interval data is unavailable)

**NOTE:** Billing information will typically cover the most recent twelve-month period.

### Operating Company Information (please print):

My Utility Eversource (Connecticut Light Power)

Company Name barcelona waypointe llc

Address 515 West Ave Ph 5

City Norwalk State CT Zip 06850

Business Contact Name jody sommers Telephone Number 4697085560

Jody Sommers 12/08/2021

Business Representative's Signature Date

This authorization is valid for 90 days from the above date, unless otherwise indicated.  
I wish to have this authorization valid until \_\_\_\_\_ (date & initial).

**Account** Number(s) (As shown on Page 3 of Latest Bill)

51823187091  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE FAX THIS AUTHORIZATION TO 855-569-4327**

## ATTACHMENT A – FACILITIES/ACCOUNTS

NO.	FACILITY NAME/ SERVICE ADDRESS	CITY, STATE, ZIP	UTILITY	DELIVERY POINT	ACCOUNT NUMBER
1	515 West Ave Ph 5 Str 5 Norwalk, CT 06850			Eversource (Connecticut Light Power	51823187091 211953002
2					
3					
4					
5					
6					
7					
8					
9					
10					

**ATTACHMENT A – FACILITIES/ACCOUNTS**

NO.	FACILITY NAME/ SERVICE ADDRESS	CITY, STATE, ZIP	UTILITY	DELIVERY POINT	ACCOUNT NUMBER
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					



**ATTACHMENT A – FACILITIES/ACCOUNTS**

NO.	FACILITY NAME/ SERVICE ADDRESS	CITY, STATE, ZIP	UTILITY	DELIVERY POINT	ACCOUNT NUMBER
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					