



**BUSINESS ELECTRICITY AUTHORIZATION  
MASSACHUSETTS COMMERCIAL SALES  
Index Product**

<b>SERVICE INFORMATION</b>	
Contract Type: <input checked="" type="checkbox"/> Switching Service Provider <input type="checkbox"/> Renewal	
Business Name ("Customer"): Empire South Prop LLC	See attached Addendum A for LDU Account Nos., and Billing and Service Addresses
Contact Name: Mark Waxler Email: elennon@power-logix.com Primary Phone: (508) 769-0617 Secondary Phone: Fax: Duns#: Tax ID #:	
<b>Tax Exemption:</b> If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.	
Initial Term: 12 Months	Start Month/Year: 12/2016

**Agreement:** The contract documents governing Customer's purchase of electricity from NextEra Energy Services Massachusetts, LLC ("NextEra Energy Services") are comprised of the Electric Supply Terms of Service ("TOS") attached hereto as Exhibit A (version ECOMNEMATOS091114), this Business Electricity Authorization ("BEA"), which is a part of the Customer's Terms of Service, and any addenda to this BEA (collectively, the "Agreement"). Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA. Any inconsistency between the addenda to the BEA and the BEA shall be governed by such addenda. Customer hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its electricity supplier and to perform the necessary tasks to establish electricity service with NextEra Energy Services.

**Price:** T.M.R. (Customer initials please - required)

The Price during the Initial Term for each settlement interval is equal to [(the day ahead Locational Marginal Price ("LMP") for the applicable load zone plus the Retail Adder of \$42.24 per MWh)/1,000]. The LMP is published by ISO-NE in \$/MWh, and has no minimum price per MWh. Such Price includes the charge for electricity and estimated charges for the following electricity components: congestion, renewable energy credits to meet any state renewable portfolio standards, ancillary services, reliability must run, capacity and similar generation resource and adequacy plans or programs. Charges for Line Losses and UFE are not included in the Price. Accordingly, Energy Usage of the Accounts will be increased for Line Losses and UFE. "Line Losses" are defined in the TOS and "UFE" is unaccounted for energy, a separate loss factor adjustment provided by the LDU, if applicable.

For meters that collect and store interval data, NextEra Energy Service relies on interval metered usage provided by the LDU; for other meters, NextEra Energy Services relies on load profiles provided by the LDU. Customer will pay NextEra Energy Services the total monthly charge for electric service (referred to as the "NextEra Energy Services Electricity Charge") during the term of this Agreement, which is the sum of (i) the product of Customer's Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable as described herein, (ii) the Monthly Base Charge, if any, (iii) any Pass-Through Charges (including costs and charges arising from winter reliability programs and similar fuel adequacy plans or programs), and (iv) Taxes. The NextEra Energy Services Electricity Charge is subject to any Price Component Adjustments as described in the "Pricing" section of the TOS. Depending on the bill format, Pass-Through Charges and/or Price Component Adjustments may appear on Customer's bill as a line item or Price adjustment.

**Billing:** The portion of Customer's bill for electricity shall be calculated as the sum of the Settlement Interval amounts for the Billing Cycle. Each Settlement Interval amount equals the Price for such Settlement Interval multiplied by the adjusted Energy Usage for such Settlement Interval.



**Product Conversion Option:** Once during each successive annual period beginning on the Service Commencement Date (as defined in the TOS) until the end of the Initial Term, Customer will have the right to request NextEra Energy Services to convert the Price for all electricity supplied under this Agreement to a fixed price product for the remainder of the Initial Term. In order to do so, the Parties shall comply with the following procedures: Customer provides written notice to NextEra Energy Services in accordance with the TOS at least thirty (30) days prior to the next meter read date of the Account, or if there are multiple Accounts, the date for the Account with the earliest meter read date (in either of such cases, the "Conversion Start Date"). Upon actual receipt of such notice, NextEra Energy Services will use commercially reasonable efforts to provide price quote(s) to Customer within three (3) business days after such request.

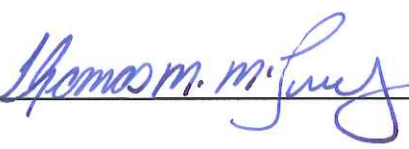
If the Parties agree to the fixed price and all terms related to such product conversion, the terms and conditions of such agreement will be set forth in a mutually acceptable Product Conversion amendment and signed by an authorized representative of each Party. Such amendment must have an effective date at least fifteen (15) days prior to the date of the conversion unless such time period has been waived by NextEra Energy Services in writing. If: (i) the Parties fail to reach mutual agreement to the fixed price and/or any other term, or (ii) the fully-signed amendment has an effective date within such fifteen (15) day period (if NextEra Energy Services has not waived such period in writing), the Price and product herein shall remain unchanged through expiration of the Initial Term.

**Independent Decisions:** Notwithstanding any provision in this Agreement to the contrary, the following terms apply: Customer makes its own independent decision to enter into this Agreement and makes its own independent decisions to authorize NextEra Energy Services to convert the Price to a fixed price. Customer acts on its own account to determine if any such purchase is financially appropriate for it regardless if that determination is based on its own judgment or on any advice Customer may obtain from third parties (including NextEra Energy Services). Customer is not relying and shall not rely on communications, information, or explanations of any type from NextEra Energy Services as trading advice, investment advice or an endorsement to take any specific action or withhold action.

**Monthly Base Charge:** None.

**Switching Fee:** NextEra Energy Services does not charge a fee for Customer to switch to its supply.

**Authorization and Acknowledgement:** By signing this BEA or by verbal authorization received over telephone (the "Verbal Authorization"), Customer hereby agrees, as of the Effective Date (or, if Verbal Authorization is used, upon receipt of this Agreement, whichever is later), that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below or the person providing the Verbal Authorization, as applicable, warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. **This Agreement is not valid or binding unless and until signed by both Parties (for written agreements, a facsimile will be accepted as if it were an original) or Customer has provided its Verbal Authorization.**

Empire South Prop LLC	NextEra Energy Services Massachusetts, LLC:
Authorized Signature: 	Authorized Signature: _____
Print Name: <u>THOMAS M. MCKENNEY</u>	Print Name: _____
Title: <u>GENERAL MANAGER</u>	Title: _____
Date: <u>9/1/2016</u>	Effective Date: _____
→ <b>CUSTOMER: PLEASE INITIAL THE BOX ON PAGE 1</b>	Sales Representative: Charles Jimenez

**Rescission:** Customer shall have the right to rescind its execution of this Agreement without charge or penalty within three (3) days of its receipt of a fully executed copy of this Agreement by sending notice of its rescission to NextEra Energy Services in accordance with the Notice provisions of the TOS; PROVIDED HOWEVER THAT TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER HEREBY WAIVES THIS RESCISSION RIGHT.



**BUSINESS ELECTRICITY AUTHORIZATION  
MASSACHUSETTS COMMERCIAL SALES**

**Addendum A**

**CUSTOMER NAME:** Empire South Prop LLC

**ACCOUNTS INCLUDED IN AGREEMENT:**

EDU Account No.	Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
2797685013	219 Littleton Rd Pole 92 Westford, MA 01886	219 Littleton Rd Westford, MA 01886	New Account
6535848023	219 Littleton Rd Pole D24068 Westford, MA 01886	219 Littleton Rd Westford, MA 01886	New Account

Customer Initials: Tm m

Date: 9/1/2016

NextEra Energy Services Initials: \_\_\_\_\_

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

## Exhibit A

### NEXTERA ENERGY SERVICES MASSACHUSETTS, LLC

#### ELECTRIC SUPPLY TERMS OF SERVICE

THE FOLLOWING ARE YOUR ELECTRIC SUPPLY TERMS OF SERVICE ("TOS"), which are a part of your Electricity Sales Agreement, by and between NextEra Energy Services Massachusetts, LLC ("NextEra Energy Services") and Customer.

#### 1. DEFINITIONS:

"Account" means the Customer Account(s) identified in the BEA.

"Agreement" is defined in the BEA and includes any amendments signed by the Parties.

"Average Monthly Bill" means the sum of (i) the product of the average monthly Energy Usage by Customer (or if an average cannot be computed due to limited service by NextEra Energy Services or other circumstances, such average monthly usage as is reasonably determined by NextEra Energy Services) and the Price or Holdover Price, whichever is applicable, and (ii) the Monthly Base Charge.

"Billing Cycle" means, for each Account(s), the period between successive monthly meter read dates during the term of this Agreement.

"BEA" means the Business Electricity Authorization signed by the Parties, including any addenda, and exhibits.

"Change in Law" means a change in law, regulation, rule, ordinance, order or decree by a governmental authority or ISO-NE, including, without limitation, LDU tariffs and ISO-NE tariffs, market rules, operating protocols, nodal definitions and zonal definitions. A "change," as used above, includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction or interpretation.

"Delivery Charges" means those charges payable by Customer to the LDU for transmission and distribution services provided by the LDU, ISO-NE or other third parties.

"Delivery Point" means the point of interconnection between a third-party transmission or delivery system and the LDU transmission or delivery system.

"Early Termination Fee" means (i) for termination of the entire Agreement, two (2) Average Monthly Bills for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, two (2) Average Monthly Bills for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"Effective Date" means is the date the BEA is signed by both Parties (and appears by NextEra Energy Services' signature in the BEA), or the date of the telephonic third party verification of the Customer's verbal authorization, as applicable.

"Energy Usage" means Customer's total metered energy usage for the Account(s) measured in kilowatt hours ("kWh") for the applicable period, which usage shall be increased by NextEra Energy Services to allow for Line Losses if Line Losses are not expressly included in the Price set forth in the BEA.

"Holdover Period" means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

"Holdover Price" means the price for electricity delivered during the Holdover Period, as set forth on NextEra Energy Services' website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com) in the Commercial section under "Legal Notices and Terms."

"Initial Term" means the period commencing on the Effective Date and continuing for the respective LDU Account Number(s) until expiration, from and after the Service Commencement Date, of the number of months specified for the Initial Term of service set forth in the BEA.

"Insufficient Notice Fee" means (i) for termination of the entire Agreement, one-half (1/2) of the Average Monthly Bill for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, one-half (1/2) of the Average Monthly Bill for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

"ISO-NE" means the New England Independent System Operator or any successor thereto.

"Late Fee" means a fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on invoices for the NextEra Energy Services Electricity Charge that are not paid when due.

"Line Losses" shall mean a loss factor provided by the LDU or, if one is not available, one determined by NextEra Energy Services.

"Local Distribution Utility" or "LDU" means a public utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the Account(s) pertain.

"Monthly Base Charge" means (i) for the Initial Term, a fixed monthly charge per LDU Account number, if any, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per LDU Account number, as set forth on NextEra Energy Services' website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com) in the Commercial Section under "Legal Notices and Terms."

"NextEra Energy Services Electricity Charge" means the sum of (i) the product of Customer's Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, if any, (iii) Pass-Through Charges, and (iv) Taxes.

"Party" means either NextEra Energy Services or Customer, and "Parties" means both NextEra Energy Services and Customer.

"Pass-Through Charges" means costs and charges arising from winter reliability programs and similar fuel adequacy plans or programs, and new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity including, without limitation, those arising from Price Component Adjustments, MAC Events, and a Change in Law, all of which are passed through to Customer by NextEra Energy Services.

"Price" means the unit price for electric service provided to Customer by NextEra Energy Services during the Initial Term, as set forth in the BEA.

"Service Commencement Date" means the meter read date during or after the Start Month (or, if such date is at or near the end of the month prior to the Start Month, the first day of the Start Month) on which the LDU successfully switches Customer's respective Account(s) to NextEra Energy Services; provided that, in the case of electric supply already being provided by NextEra Energy Services to Customer, the Service Commencement Date means the meter read date during or after the Start Month.



"Start Month" is the calendar month as specified in the BEA; provided, however, that if the Start Month is not specified as a month subsequent to the month during which the Effective Date occurs, then "Start Month" means the month during which the Effective Date occurs.

"Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

**2. SERVICES.** During the Initial Term and any Holdover Period, NextEra Energy Services shall provide Customer's full electricity requirements for the Account(s) specified in this Agreement, and Customer shall obtain its full electricity requirements for such Account(s) exclusively from NextEra Energy Services on the terms and conditions specified in this Agreement. Notwithstanding the foregoing, NextEra Energy Services shall be under no obligation to supply any Accounts under a residential rate class and, if NextEra Energy Services does supply such Accounts, Customer hereby represents and warrants to NextEra Energy Services that such Accounts are used for commercial or governmental purposes.

**3. ENERGY CONSUMPTION INFORMATION.** At NextEra Energy Services' request, Customer will provide an authorization which grants NextEra Energy Services the authority to obtain Customer's current and historical electricity cost and usage data from the LDU, Customer's payment and credit history and other information specified in the authorization. Customer hereby agrees, upon request, to provide NextEra Energy Services with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as NextEra Energy Services may reasonably require to provide electric service pursuant to this Agreement. Customer's expected energy usage for the Accounts may change for various reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel of facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide NextEra Energy Services with at least thirty (30) days' advance notice whenever it believes that Customer's estimated monthly aggregate usage will materially change from Customer's historical monthly usage, weather normalized (each such material change being a "MAC Event"), and shall provide good faith estimates of such usage changes. For each MAC Event, regardless of whether notice is provided, Customer shall pay NextEra Energy Services any losses, and/or new or increased costs and charges, reasonably associated with such MAC Event. Such losses, and/or costs and charges, may be charged to Customer as Pass-Through Charges.

**4. ENROLLMENT.** NextEra Energy Services shall use commercially reasonable efforts to promptly enroll Customer's Account(s) with the LDU in accordance with the intended Service Commencement Date, and Customer agrees to take steps to cooperate with NextEra Energy Services' efforts to perform such enrollment. NextEra Energy Services shall not be held liable to Customer for delay or failure in enrolling Customer's Account(s) if such delay or failure was due to any cause beyond NextEra Energy Services' control. Further, notwithstanding any provision in the Agreement to the contrary, it is possible that, for various reasons such as the Account is not existing, the Account is not active or the Account is not the "first in", some or all the Accounts cannot be enrolled. All such un-enrolled Account(s) shall be subject to payment of the Early Termination Fee (or damages, if greater) by Customer. NextEra Energy Services shall not be required to serve such un-enrolled Account(s). If any such un-enrolled Account(s) are subsequently enrolled during the Initial Term, such subsequently enrolled Account(s) shall be automatically added to service under this Agreement without an amendment hereto (i.e., an amendment signed by both Parties).

**5. TERM OF AGREEMENT.** This Agreement shall become effective on the Effective Date, with service commencing for each respective Account(s) on the Service Commencement Date, and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement upon at least thirty (30) days written notice, in which event such termination shall be effective on the date following the date of such notice on which the LDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the LDU's generation service.

**6. PRICING.** The Price for electric supply provided to Customer by NextEra Energy Services during the Initial Term is set forth in the BEA and subject to any adjustments set forth in this Agreement. Such Price includes the charge for electricity and estimated charges for the electricity components set forth in the BEA. Such charges for

such electricity components have been estimated by NextEra Energy Services using information and data provided by Customer, the LDU and/or ISO-NE. To the extent, if any, that any of such charges are higher based on information received from the LDU or ISO-NE, or if such charges increase during the term of this Agreement, NextEra Energy Services may charge Customer an allocation for such increased charges ("Price Component Adjustments") as part of the NextEra Energy Services Electricity Charge. Depending on the bill format, Price Component Adjustments may appear on Customer's bill as a line item or Price adjustment.

The price for electricity during the Holdover Period shall be the Holdover Price, not the Price. The Holdover Price, which includes the same energy components as the Price, may change without prior written notice to Customer at the sole discretion of NextEra Energy Services until either Party terminates the Agreement pursuant to the "Term of Agreement" Section of this TOS. The Holdover Price is also subject to any Price Component Adjustments.

**7. BILLING AND FEES.** Each month, Customer shall pay the NextEra Energy Services Electricity Charge (as defined herein). Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for services provided hereunder through one of the following billing options, as permitted by law, at NextEra Energy Services' discretion: (i) Customer will receive one invoice from the LDU that includes the NextEra Energy Services Electricity Charge, Delivery Charges and applicable Taxes, (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the LDU for Delivery Charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer will make payments directly to the LDU pursuant to the applicable LDU tariff. Under the Dual Billing Option, payments are due to NextEra Energy Services within sixteen (16) days from the date of the invoice. If, under the Consolidated Billing Option or Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge made by Customer to NextEra Energy Services or to the LDU is late under the applicable payment terms, Customer may be assessed the Late Fee and its delinquent balances may be reported to a credit agency. NextEra Energy Services may apply any credit balance on a particular Account to a balance owed on any other Customer Account. NextEra Energy Services may assess a twenty five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card. If the LDU fails to timely obtain or transmit a meter reading, NextEra Energy Services will issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Period. NextEra Energy Services will include or cause to be included in any subsequent bill from NextEra Energy Services, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. In the event that Customer disputes a bill for the NextEra Energy Services Electricity Charge, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of NextEra Energy Services, the Late Fee will be applied to such unpaid amounts. Depending on the bill format, Pass-Through Charges and/or Price Component Adjustments may appear on Customer's bill as a line item or Price adjustment. In the event of deferred billing of any Pass-Through Charge to NextEra Energy Services, estimated Pass-Through Charges may be billed to Customer in the interim and Customer shall pay such estimated Pass-Through Charges.

**8. DISPUTE RESOLUTION.** If you feel your bill is incorrect, or you dispute any aspect of your service, please contact a NextEra Energy Services Customer Care representative at 866-322-4392 (toll free). If NextEra Energy Services is unable to resolve your dispute, you may file a complaint with the Massachusetts Department of Telecommunications and Energy (the "Department") which may refer your dispute to the Massachusetts Office of Dispute Resolution ("MODOR") if the amount in dispute exceeds one hundred dollars (\$100) and the dispute is within the Department's jurisdiction (i.e., complaints filed pursuant to G.L. c. 164, § 1F(2) or 220 C.M.R. § 11.07(4)), or you may request that the dispute be referred to MODOR for resolution. Please take notice that the Department has entered into an agreement with MODOR wherein MODOR agrees to provide mediation services to resolve certain disputes between electric suppliers and certain customers.

**9. CREDIT AND DEPOSIT REQUIREMENTS.** NextEra Energy Services reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet NextEra Energy Services' credit standards. If NextEra Energy Services determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, NextEra Energy Services has the right to require Customer to make alternate payment or credit arrangements to ensure prompt payment of amounts owed or otherwise payable under this Agreement including, without limitation, the posting of an initial or subsequent security deposit, or an increase in the amount of any deposit. In addition, if Customer's Energy Usage increases during the

term of this Agreement, NextEra Energy Services may require a security deposit or an increase in the amount of an existing security deposit. The posting or amount of any security deposit hereunder shall be subject to any limitations imposed by applicable law. A security deposit in the form of cash that is held for more than six months from the date of deposit shall earn simple interest thereon at the rate payable on two-year, United States Treasury notes. A security deposit shall be refunded by means of a credit to Customer's bill once Customer has made twenty-four (24) consecutive payments without assessment of any Late Fees. Upon termination of service, NextEra Energy Services will apply any security deposit plus accrued and unpaid interest thereon toward any outstanding balance on Customer's final bill and will refund any remaining security deposit.

**10. TERMINATION OF AGREEMENT BY CUSTOMER.** If Customer terminates this Agreement, in whole or as relating to any single Account(s), before the end of the Initial Term, Customer shall pay NextEra Energy Services the Early Termination Fee. In addition, if Customer terminates this Agreement with less than thirty (30) days advance written notice, Customer shall be assessed the Insufficient Notice Fee. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable. Should NextEra Energy Services incur damages greater than the Early Termination Fee as a result of such termination of this Agreement by Customer before the end of the Initial Term, Customer shall pay to NextEra Energy Services such damages. Such damages will be calculated based upon the net present value of the product of (i) the difference between the Price and the market prices that are commercially available to NextEra Energy Services for the same quantities of energy which would have been supplied hereunder for the remainder of the Initial Term, and (ii) the estimated Energy Usage by Customer, as determined by NextEra Energy Services, during the remainder of the Initial Term. To determine "market prices," as used above, NextEra Energy Services may consider, among other things, settlement prices of applicable NYMEX power futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include NextEra Energy Services and/or its affiliates, all as commercially available to NextEra Energy Services and all as adjusted for the length of the remaining Initial Term and differences in transmission costs and volume. NextEra Energy Services will not be required to enter into any replacement transaction in order to determine such market prices or actual damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

**11. TERMINATION OF AGREEMENT BY NEXTERA ENERGY SERVICES.** NextEra Energy Services reserves the right to terminate this Agreement if Customer (i) fails to make timely payment of all amounts due NextEra Energy Services; or (ii) fails to post a security deposit under the provisions of the Credit and Deposit Requirements Section herein within ten (10) days of a request for deposit; or (iii) breaches any warranty or representation to NextEra Energy Services; or (iv) defaults on any material obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement. In the event service is terminated in accordance with this Section, Customer shall pay the Early Termination Fee or, if applicable, damages incurred by NextEra Energy Services as provided in this Agreement. NextEra Energy Services will notify Customer of its intent to terminate service at least ten (10) days prior to the effective date of termination and, unless another competitive electricity supplier is chosen by Customer, Customer's electricity will be provided by the LDU under its applicable generation service tariff.

**12. TITLE, RISK OF LOSS AND INDEMNIFICATION.** Title and risk of loss to the electricity sold hereunder shall pass from NextEra Energy Services to Customer when it is delivered to the Delivery Point for each Account(s). Customer shall indemnify and defend NextEra Energy Services from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the LDU delivers the electricity to Customer's facilities to which the Account(s) pertain.

**13. FORCE MAJEURE.** In the event that either Party's performance of its obligations under this Agreement, other than payment obligations, is interrupted or delayed by any occurrence not caused by either Party, whether such occurrence is an act of God or public enemy, or whether such occurrence is caused by storm, earthquake, or other natural forces, or by war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, then the Party affected by such occurrence shall be excused from such performance and any further



performance required under this Agreement for whatever period is reasonably necessary to remedy the effects of that occurrence.

**14. CHANGE IN LAW.** In the event that there is a Change in Law and such Change in Law results in NextEra Energy Services incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be assessed to Customer in NextEra Energy Services' monthly bills as an additional Pass-Through Charge.

**15. REPRESENTATIONS AND WARRANTIES.** Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, verbal authorization, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to NextEra Energy Services that it has full power and authority over the provision of electricity to the facilities to which the Account(s) pertain.

**16. DISCLAIMER OF WARRANTY.** NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**17. LIMITATION OF LIABILITY.** UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

**18. FORWARD CONTRACT.** The Parties agree that this Agreement is a "forward contract" and that NextEra Energy Services is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.

**19. ATTORNEY'S FEES.** If Customer fails to timely pay amounts due under this Agreement and NextEra Energy Services refers Customer's outstanding balance to an attorney or collection agent for collection, or if NextEra Energy Services files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through bankruptcy or judicial proceedings, Customer agrees to pay NextEra Energy Services its reasonable fees and expenses (including reasonable attorney's fees) incurred by NextEra Energy Services in connection therewith.

**20. AMENDMENT.** This Agreement may not be amended except by a written amendment signed by both Customer and NextEra Energy Services.

**21. SEVERABILITY.** If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.

**22. HEADINGS.** Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.

**23. ASSIGNMENT.** NextEra Energy Services may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior

written consent of NextEra Energy Services, which consent shall not be unreasonably withheld. NextEra Energy Services may deny such assignment based on the creditworthiness of the assignee.

**24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

**25. WAIVER.** No waiver by any Party hereto of any one or more of such Party's rights under this Agreement, or waiver of a default by the other Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any such right, or any other default whether of a like kind or different nature.

**26. GOVERNING LAW OR VENUE.** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts. Each party hereby designates the Massachusetts state courts of competent jurisdiction or the United States District Court for the District of Massachusetts as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, and venue for any such suit, claim action or other proceedings shall be in Boston, Massachusetts.

**27. CONFIDENTIALITY.** The Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies and (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

**28. LIMITED AGENT.** NextEra Energy Services' responsibility as Customer's limited agent is limited to the tasks authorized for NextEra Energy Services to provide the services under this Agreement and does not result in imposition on NextEra Energy Services, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

**29. ENTIRE AGREEMENT.** This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

**30. NOTICES.** Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the receiving Party by prepaid registered mail, courier service or facsimile (provided that notice of rescission may be given by email at the email address set forth below). NextEra Energy Services' mailing address and facsimile number to be used for any notices that shall be given to or served on NextEra Energy Services by Customer are set forth below. Customer's mailing address and facsimile number to be used for any notices that shall be given to or served on Customer by NextEra Energy Services are set forth on the BEA. Notice delivered by prepaid registered mail shall be deemed to have been received at the end of the third business day after the date of mailing, or such earlier time as is confirmed by the receiving Party, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice sent by facsimile (and notice of rescission sent by email) shall be deemed to have been received at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as is confirmed by the receiving Party.

**Notice Information:**

For registered mail and courier service – NextEra Energy Services, 20455 State Highway 249, Suite 200,  
Houston, TX 77070

For facsimile – 800-627-8813

For rescission by email – [MA.contracts@nexteraenergyservices.com](mailto:MA.contracts@nexteraenergyservices.com)

**Additional Contact Information:**

For billing and customer service inquiries, email [custserv@nexteraenergyservices.com](mailto:custserv@nexteraenergyservices.com), call 877.528.2890, or fax  
800-627-8813

For contract inquiries, email [contracts@nexteraenergyservices.com](mailto:contracts@nexteraenergyservices.com) or fax 800-627-8813

Internet address: [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com)

Mailing address: 20455 State Highway 249, Suite 200, Houston, TX 77070



## Customer Enrollment Information

Contract Prepared On Date:

08 / 30 / 16

### Customer Information

Legal Business Name:

EMPIRE SOUTH PROP

Mailing Address:

Street

219 LITTLETON RD

Unit/Apt

City

WESTFORD

State

MA

Zip Code

01886

Phone Number:

Area Code

978

- 727

- 8701

Ext.

Fax Number:

978

- 850

- 4940

Contact Name:

First

THOMAS

Last

MCKENNEY

Contact Title:

GENERAL MANAGER

Contact Email Address:

TMCKENNEY@WESTFORDREGENCY.COM

Billing Email Address:

TMCKENNEY@WESTFORDREGENCY.COM

Tax ID:

46

- 1223163

☐

Tax Exempt (If selected, please include your state Tax Exempt form)

### Price Plan Chosen by Customer

☒ NYMEX-plus Fixed Adder

☐ Fixed Full Requirements

#### Notification Preferences

How to Receive Notification:

- ☐ Email  
☒ Mail  
☐ Fax

Billing Type:

- ☐ Consolidated  
☒ \*Dual

#### \*Dual Billing Only

How to Receive Bill:

- ☐ Email  
☒ Mail  
☐ Fax

How to Pay Bill:

- ☐ Electronic Funds Transfer  
☐ Credit Card  
☐ Wire

Initials tmm





## Customer Enrollment Information Cont.

### Account Information

**Account Number:**

4691614111

**Utility:**

NATIONAL GRID

**Service Address:**
**Street**

219 LITTLETON RD

**Unit/Apt.**
**City**

WESTFORD

**State**

MA

**Zip Code**

01886

**Fixed Price:**

\$ 0

**Fixed Adder:**

\$ 0

.287402

**Unit**

THERM

**Term**

12

**Start Date (MM/YY):**

10

/ 16

**Account Number:**

4691622181

**Utility:**

NATIONAL GRID

**Service Address:**
**Street**

219 LITTLETON RD

**Unit/Apt.**
**City**

WESTFORD

**State**

MA

**Zip Code**

01886

**Fixed Price:**

\$ 0

**Fixed Adder:**

\$ 0

.287402

**Unit**

THERM

**Term**

12

**Start Date (MM/YY):**

10

/ 16

☐ Additional Accounts Attached

Total Estimated Historical  
Annual Usage

51,500

Customer and Agera have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. This agreement shall only be effective if agreed to and executed by both parties.

### Customer Authorization:

**Signature:** Thomas M. McKenney Digitally signed by Thomas M. McKenney  
Date: 2016.09.01 10:39:30 -04'00'
**Title:** General Manager

**Print Name:** Thomas M. McKenney

**Date:** 08 / 30 / 16

### Agera Authorization:

**Signature:**
**Title:**
**Print Name:**
**Date:** / /



## Customer Disclosure Statement

### Price Plan Chosen by Customer:

☒ NYMEX-plus Fixed Adder      ☐ Fixed Full Requirements

### How Price is Determined:

**NYMEX-plus Fixed Adder** price shall each month reflect the NYMEX Closing Price as of 3 business days prior to the start of the month converted to the Burner Tip plus the Fixed Adder as noted on Page 2 at the Burner Tip and all applicable taxes.

**Fixed Full Requirements** price as noted on Page 2, at the Burner Tip, for commodity supply provided under this Agreement plus all taxes.

For more details see **Section 3 - Pricing, Billing and Termination**.

### Length of Agreement and End Date:

The term of this contract is **12** months from effective date.

### Amount of Early Termination Fee and Method of Calculation:

No ETF for Monthly Variable price. If Fixed Full Requirements price or NYMEX-plus, Agera will calculate the ETF based on total losses and costs associated with such early termination, any loss of margin, loss or costs incurred as a result of its obtaining, terminating, establishing or reestablishing any contract, hedge or other agreement in connection with such transactions or the replacement of such transactions.

### Amount of Late Payment Fee and Method of Calculation:

1.5% per month on overdue balances.

### Provisions for Renewal of the Agreement:

After Initial Term, all products (NYMEX-plus, Fixed Full Requirements, and Variable) will renew on a month-to-month basis with a monthly variable rate methodology. For more details see **Section 2 - Term**.

Initials \_\_\_\_\_

## Terms and Conditions

### Massachusetts Commercial Non Daily Firm Natural Gas

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Agera Energy LLC ("Agera"), a licensed Competitive Supplier, and the undersigned customer ("Customer") under which Customer shall initiate Natural Gas service and begin enrollment with Agera (the "Agreement"). Subject to the terms and conditions of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of Natural Gas, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Distribution Utility (the "LDC"). Agera is not affiliated with and does not represent the LDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LDC's delivery schedule. The LDC will continue to deliver the natural gas supplied by Agera. This contract only applies to commercial customers with non-daily read meters where supply is non interruptible. This Agreement does not apply to capacity exempt customers.

**2. Term.** The Term is set forth on the Customer Disclosure Statement. This Agreement shall commence as of the date Customer's enrollment to Agera is deemed effective by the LDC and shall continue thereafter for the number of month(s) set forth on the Customer Disclosure Statement (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, the Agreement will renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 19 herein. At least 30 days and no more than 60 days prior to the renewal date, Agera will notify Customers in writing of the terms of renewal of this Agreement and the Customer's right to renew, reject or renegotiate the Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the term, and Customer or Agera may cancel or terminate this Agreement by providing 15 days advance written notice of termination to the other party.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be as set forth on Page 1. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges. Customer is subject to bill recalculation upon entering into this Agreement. Customer should contact their LDC if they have questions about recalculations being applied to Customer's account.

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Agera may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Agera terminates this Agreement due to Customer's breach, the Customer shall pay Agera, in addition to any other

applicable charges, an early termination fee described in the Customer Disclosure Statement. There is no early termination fee for Customers on a month to month renewal. Customer may return to LDC service at any time subject to the terms of this Agreement. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

You will either receive energy-related invoices issued by LDC ("Consolidated Billing") or Agera ("Dual Billing") as specified above. If billed by the LDC, terms are defined by the LDC's tariff; if billed by Agera, net terms are 10 days. For all "Dual Billing" options, customer will receive a bill for delivery costs from the LDC and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by the LDC for Agera will be grounds for disconnection of utility services in accordance with State rules and regulations on the termination of service to non-residential customers. For "Dual Bill" options, Agera will invoice Customer monthly for natural gas supplied under this Agreement, as measured by the LDC. Customer shall pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customer may cancel the Agreement without incurring a penalty up to three days from receipt of the terms and conditions, and disclosure statement. Customer should contact their LDC for details on availability and terms of default service.

**4. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another natural gas supplier, energy services company or other entity as authorized by the DPU.

**5. Information Release Authorization.** Customer authorizes Agera to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Agera 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 Agera. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time

by providing written notice thereof to Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**6. Consumer Protections.** The services provided by Agera to Customer are governed by the terms and conditions of this Agreement. Agera will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Agera, a Commercial Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPU. Customer may obtain additional information by contacting Agera at 1.844.692.4371 Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera (License No. CS-121) at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N.Y. 10510, or email Agera at [customercare@ageraenergy.com](mailto:customercare@ageraenergy.com), or by contacting the DPU at 1 877-886-5066, (617) 737-2836, or [DPUConsumer.Complaints@state.ma.us](mailto:DPUConsumer.Complaints@state.ma.us).

**7. Final Bill.** Customer is liable for all Agera charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within sixty (60) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

**8. Agency-Gas.** Customer hereby designates Agera as agent to; (a) arrange and administer contracts and service agreements between Customer and Agera and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Agera to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Agera as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. Agera agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**9. Title.** Customer and Agera agree that title to, control of, and risk of loss to the natural gas supplied by Agera under this Agreement will transfer from Agera to Customer at the Delivery Point(s).

**10. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Agera. Agera makes no representations or warranties other than those expressly set forth in this Agreement. Agera expressly disclaims all other warranties, express or implied.

**11. Force Majeure.** Agera will make commercially reasonable efforts to provide natural gas hereunder but Agera does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Agera ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

**12. Liability.** The remedy in any claim or suit by Customer against Agera will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Agera or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**13. Dispute Resolution.** In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity.

**14. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Massachusetts. This Agreement shall be construed under and shall be governed by the laws of the State of Massachusetts without regard to the application of its conflicts of law principles.

**15. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

**16. Regulatory Changes.** 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. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

**17. Emergency Service.** In a case of emergency contact your LDC's emergency personnel immediately.

**18. Parties Bound.** This Agreement is binding upon the parties



hereto and their respective successors and legal assigns.

**19. Variable Rate** shall each month reflect the cost of natural gas obtained from all sources (including commodity, capacity, storage, balancing), transportation to the delivery point and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins. There is no limit on price variability.

**20. Fixed.** Shall reflect a flat rate indicated on the Customer Disclosure Statement. This rate includes the fees associated with providing natural gas services such as commodity, capacity, storage, balancing, and delivery costs plus all other applicable taxes, fees, charges or assessment. Customer is subject to additional charges by the LDC. Agera reserves the right to pass on additional charges by the LDC to Customer.

**21. Usage.** You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures, or if you are or become capacity exempt. In the event that your usage indicates that you belong to another rate class, or you are, or become a capacity exempt Customer Agera will notify you, your current Contract will be void, and Agera may ask you to sign a contract indicating your correct rate class. This may result in a change in price.