



Cover Sheet to Master Energy Sales Agreement

This contract is not binding until such time that it is executed by both Parties.

In order for contract to be executed by Seller, customer must:

- Complete Billing & Contact Information Page
- Sign the Signature Page of the Master Agreement and the Transaction Confirmation(s)
- Add your address for Legal Notices under your signature
- In the event that an agent is signing on behalf of Customer, have agent sign Agency Block found under the signature blocks

Upon receipt of executed agreement, Seller will:

- Countersign both the MSA and the Transaction Confirmation(s)
- Schedule to enroll your Delivery Point(s)
- Hedge the power sold to you

MASTER ENERGY SALES AGREEMENT

This Master Energy Sales Agreement (the “MSA” or “Master Agreement”) is entered into by and between MP2 Energy LLC, a Shell Energy North America Subsidiary and an authorized agent for its Applicable Licensed Subsidiary in each instance (the Applicable Licensed Subsidiary, the “Seller”), and SUBURBAN INVESTMENT COMPANY dba McMahan's Fairway Terrace (“Customer”). Seller and Customer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

1.1 Form and Construction of Agreement. The terms of this MSA apply to all end-use sales of Energy by Seller to Customer (each sale a “Transaction”). Each Transaction shall be memorialized with a written confirm executed by the Seller and Customer (each a “Transaction Confirmation” or a “TC”). Each TC will include the commercial terms of the Transaction, including but not limited to the Delivery Period, Contract Price, contract quantities in MWh, costs and EDC Regulatory Charges, Delivery Points and any other special provisions agreed to between the Parties. Customer’s execution of a TC shall constitute an offer from Customer to Seller to purchase Energy on the terms set forth in the TC and the MSA. Upon Seller’s execution of the TC Seller shall sell, and Customer shall purchase and receive the Total Contract Quantity pursuant to the terms and conditions of this MSA and any applicable TC during the Delivery Period set forth on an applicable TC. Any conflict between the terms and conditions of this Agreement and a TC shall be resolved in favor of the applicable TC. This MSA, associated TC(s), and any amendments, addendums, annexes to either the MSA or a TC set forth the single integrated “Agreement” among the Parties with respect to the subject matter hereof and thereof, and supersede all prior or contemporaneous agreements and understandings (oral or otherwise) among the Parties with respect to the subject matter hereof and thereof. The Agreement may only be modified by a written agreement signed by both Parties.

1.2 Term. This MSA commences on the date when the first TC hereunder is executed by both Customer and Seller and continues until terminated in writing by both Parties or terminated under Sections 1.7 and 1.8 hereunder, it being the intent of the Parties that even if the MSA is terminated all Transactions between the Parties will be governed by the terms and conditions set forth in this MSA, as such MSA may be amended in writing from time to time and the termination of this MSA shall in no way release a Party from any obligations existing hereunder or under any effective TC prior to the end of a Delivery Period or Renewal Period. Upon expiration of a Delivery Period unless the Parties have executed a new TC with respect to the Delivery Points, Customer shall continue to purchase and receive the Energy delivered to the Delivery Points at the Hold-Over Rate for successive one-month terms (each a “Renewal Period”) until either Party notifies the other Party in writing of its intention to terminate the TC at least twenty (20) days prior to the end of each Renewal Period. Upon timely notice of termination being received by the non-terminating Party, the termination date shall be the next effective drop date after the notice period as permitted by the EDC. The Contract Price during the Renewal Period shall be the Hold-Over Rate set forth on the applicable TC. The terms of this MSA will govern during the Renewal Period(s).

1.3 Title, Risk of Loss and Taxes. Title, liability and risk of loss associated with the Energy purchased and sold hereunder shall pass to Customer at the Delivery Point(s) specified on the applicable TC. Seller is responsible for Taxes arising prior to the Delivery Point and Customer is responsible for Taxes arising at and after the Delivery Point. If Customer claims exemption from Taxes, Customer shall provide Seller a certificate of exemption.

1.4 Performance Assurance. Seller’s entry into this MSA and each Transaction is contingent upon Customer, any guarantor, any successor or any assign maintaining its creditworthiness during the term of any Transaction and any Renewal Period. If Customer’s payment history, credit or financial condition becomes unsatisfactory as determined by Seller in a commercially reasonable manner, Seller may request, and Customer shall furnish Seller, Performance Assurance in a form and amount acceptable to Seller within three (3) Business Days of the request.

1.5 Billing and Payment. The method of billing applicable to a Transaction will be as set forth on a TC and will be either Utility Consolidated Billing (“UCB”), Dual Bill Option (“DBO” or “Dual Billing”) or Supplier Consolidated Billing (“SBO”). If Customer elects UCB Customer’s EDC will invoice Customer monthly for a) the Energy supplied by Seller under this Agreement, b) the EDC Regulatory Charges, and c) any applicable Taxes and payment will be made directly to the EDC by the date specified on the UCB invoice. If Customer elects DBO Customer will instead receive both a monthly invoice from Seller for Energy and a separate monthly invoice from the EDC for EDC Regulatory Charges and Taxes, then following each meter read date, Seller will deliver to Customer an invoice setting forth the charges due for Energy. If available and Customer elects SBO Customer will receive one invoice from Seller for i) Energy supplied by Seller under this Agreement, ii) the EDC Regulatory Charges, and iii) any applicable Taxes and payment will be made directly to Seller by the date specified on the



SBO invoice. In the event that Seller does not receive usage data from the EDC, Seller may reasonably estimate Customer's use and such estimate shall be adjusted when the actual consumption is received from the EDC. In the event of SBO or Dual billing, Seller's invoice will be sent via email or mail to Customer. In the case of SBO or DBO the day the invoice is sent is hereafter referred to as the "Sent Date." Payment shall be made by ACH, wire transfer, or check within 15 days of the Sent Date and unless directed otherwise by Seller. Overdue invoices will be assessed a Late Payment Charge. Overdue invoices may accrue interest at the rate of 1.5% per month until the amount is paid in full. With respect to all forms of billing and invoices, Customer is responsible for all reasonable costs and fees incurred by Seller in collecting payment. If Customer disputes any amount on an invoice in good faith, Customer will contact Seller promptly in writing, stating the basis for the dispute and shall pay the undisputed amount by the due date; the amount in dispute may be withheld until the dispute is resolved. If the amount disputed is determined to be correct, it shall be paid (plus Late Payment Charges and/or potential interest accrued under the above calculation method) within five (5) Business Days of such determination.

1.6 Force Majeure. If a Party is unable because of Force Majeure to perform its obligations hereunder and that Party gives notice of the event to the other Party as soon as practicable after its occurrence, then the obligations of the Party affected by the event (other than payment for Energy received and performance of other transactions or other obligations incurred before the Force Majeure event) will be suspended for the duration of the Force Majeure event. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, but shall not include inability to pay, an increase or decrease in Taxes or the cost of Energy, the economic hardships of a Party, or the full or partial closure of Customer's facilities, unless such closure itself is due to Force Majeure.

1.7 Events of Default. "Default" means any one of the following: (a) the failure by either Party to make, when due, any payment required under the Agreement and such failure is not remedied within five (5) Business Days after written notice; (b) any assignment or general arrangement for the benefit of creditors made by either Party; or the Bankruptcy or Insolvency of either Party or its guarantor; (c) any unauthorized assignment of a Party's rights or obligations hereunder; (d) failure of a Party to provide Performance Assurance pursuant to the terms of the Agreement and such failure is not remedied within five (5) Business Days after written notice; (e) either Party consolidates or merges into or transfers all or substantially all of its assets to another entity and the resulting transferee or surviving entity fails to assume the obligations of such party under the Agreement; (f) Customer switches to another supplier or otherwise terminates a TC after the date Seller accepts a TC and before the Estimated Start Date as indicated on a TC or Customer switches to another supplier or otherwise terminates a TC after the Estimated Start Date and prior to the end of the Delivery Period; (g) Customer fails to receive all of part of the Total Contract Quantity pursuant to a Transaction and such failure is not excused by Seller's failure to perform or by Force Majeure; or (h) any breach of this Agreement by either Party and such breach is not cured within seven (7) Business Days after written notice. If an event of Default listed in subsection (b) above occurs, the Default will be deemed to have automatically occurred just prior to such event.

1.8 Remedies Upon an Event of Default. In the event of a Default, the non-defaulting Party shall have the right to: (a) accelerate any or all amounts owing between the Parties and liquidate and terminate any and all Transactions hereunder and/or this MSA; (b) withhold any payments due to the defaulting Party; (c) immediately suspend performance under this Agreement; and/or (d) calculate an Early Termination Fee ("ETF"). The ETF shall be due from the defaulting Party to the non-defaulting Party within (5) days of written notice of the ETF ("ETF Notice") being delivered by the non-defaulting Party to the defaulting Party. In the case where Customer is the defaulting Party the ETF is the sum of the positive dollar amount obtained by multiplying (i) Contract Price minus the Underlying Value by (ii) the remaining amount of the Total Contract Quantity that would have been delivered under this Agreement had it not been terminated early plus amounts owed for Energy delivered but not paid plus fees and expenses, including reasonable attorneys' fees incurred by Seller in connection with collecting all amounts due under this Agreement. In the case where Seller is the defaulting Party the ETF is the sum of the net sum of the positive dollar amount obtained by multiplying (i) Underlying Value minus the Contract Price by (ii) the remaining amount of the Total Contract Quantity that would have been delivered under this Agreement had it not been terminated early less amounts owed for Energy delivered, but not paid plus fees and expenses, including reasonable attorneys' fees incurred by Customer in connection with collecting all amounts due under this Agreement. The provisions of this section shall be without prejudice and shall be in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise). If Customer has elected to terminate this Agreement due to Seller's Default such termination shall be rescinded and of no force and effect if Shell Energy North America (US), L.P. (SENA) elects, during the cure period afforded Seller under this Agreement, to cure the Default or to take an assignment of this Agreement and assume Seller's duties and obligations under this Agreement. The Parties agree that the ETF constitutes a



reasonable approximation of damages and is not a penalty or punitive in any respect. Seller may, but is not required to, physically liquidate a Transaction or enter into a replacement transaction to determine the ETF.

1.9 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE.

1.10 Representations and Warranties. As a material inducement to entering into this MSA and each Transaction hereunder, each of the following is made upon execution of this Agreement and are deemed to be repeated each time a TC or additional agreement is entered into by the Parties:

A. Each Party, with respect to itself, represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (c) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (d) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it.

B. Customer further represents and warrants to Seller as follows: (a) Customer's claims of exemption from Taxes, if any, are consistent with the laws and regulations of the applicable taxing authorities; (b) it fully understands its rights and obligations under this Agreement; (c) the Person executing this MSA and each TC is expressly authorized to enter into and bind Customer; (d) it shall provide Seller all information reasonably required to substantiate its usage requirements, which in substantial part form the basis for the calculation of charges for the Transactions entered into hereunder and execution of this MSA constitutes an authorization for release of Customer's information from the EDC or other applicable third parties including but not limited to the Utility Account Number(s), data about meter readings, rate class and electric usage, the Customer's name, address(es) and telephone number; (e) any usage information and utility class information provided is true and accurate as of the date furnished and as of the effective date of the Agreement; and (f) it is the intended end-use customer for all Energy purchased under this Agreement and it has entered into this Agreement for non-speculative purposes, and will not resell any of the Energy purchased under this Agreement.

C. Customer further affirms, represents and warrants that it is not a residential or small commercial customer (as those terms are defined in the jurisdiction(s) applicable to the Transaction) and the Delivery Points hereunder are not classified as such.

1.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement except that: a) a Party may disclose the terms of this Agreement to any of its employees, consultants and advisors who have a reasonable need to know the information in order to allow the Party to perform its obligations under this Agreement; and b) Seller may disclose the terms of this Agreement to its affiliates, including but not limited to Shell Energy North America (US), LP ("SENA").

1.12 Material Regulatory Changes. In the event that after the date of execution of this MSA, there is a change in law, including an administrative regulation, rule, design or structure, order, judicial decision, ISO protocol, or statute imposed, implemented, or otherwise administered by a Regulatory Body, or a change in an interpretation, operation, procurement practice, administration, material change in existing reliability charges or costs, or application of any of the foregoing (each a "Material Regulatory Change" or "MRC"), and as a result of the MRC, Seller incurs material incremental costs in order to maintain the same level, location and/or quantity of services contemplated under this Agreement, then Seller shall pass through the cost of such MRC, without markup, to Customer and Customer shall pay such cost to Seller.

1.13 On-site Generation and Material Adverse Change ("Material Adverse Change" or "MAC"). (a) Customer hereby represents and warrants that it has disclosed and accounted for all current or planned "behind-the-meter" distributed generation, storage, and net metering at its place of business and/or with respect to any Delivery Point location. Customer also covenants and agrees to promptly notify Seller if, after the Effective Date hereof, Customer adds, removes, increases or decreases "behind-the-meter" distributed generation, storage, and net metering at its place of business and/or with respect to any Delivery Point.



(b) Further, if there is change in Customer's business operations for any reason that produces a MAC in Customer's usage pattern and that usage pattern materially impacts Seller's ability to provide electric service to Customer, including, but not limited to, material increases in the costs to serve the Customer, then, in its sole discretion, acting reasonably, Seller may either (i) pass

through such increased in costs to Customer without mark-up; provided such costs are documented and verifiable or (ii) provide 60 days' prior written notice to Customer of Seller's termination of this Agreement.

1.14 Governing Law. The Agreement between the Parties shall be governed by and construed in accordance with the laws of the State set forth on the applicable TC, without reference to principles of conflict of laws.

1.15 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS MSA AND ANY TRANSACTION HEREUNDER.

1.16 Severability; Counterparts; Electronic Signature. In the event any provision of this MSA or any TC is found to be invalid or unenforceable, such provision shall be invalid and unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision. This MSA and any TC may be executed in multiple counterparts and exchanged via email or facsimile and shall be construed as one as of the date it is executed by both Parties.

1.17 Survival. The applicable provisions of the Agreement shall continue in effect and survive the termination of the Agreement to the extent necessary to provide for final accounting, invoicing, billing, billing adjustments, resolution of any billing disputes, realization of any collateral or other performance assurance, set-off, final payments, or payments pertaining to liability obligations arising from acts or events that occurred in connection with the Agreement prior to termination.

1.18 Assignment. The Agreement shall be binding upon and shall inure to the benefit of, and may be performed by, the successors and assigns of the Parties, except that, no assignment by either Party shall operate to release the assignor from any of its obligations under the Agreement, unless: (a) the other Party consents in writing to such assignment and releases, the assignor from any of its obligations hereunder (such assignment not to be unreasonably withheld or delayed); or (b) such transfer is incident to a merger or consolidation with, or transfer of all, or substantially all, of the assets of the transferor to another Person that shall have the financial capability to assume, and who does assume all of the obligations of the assignor under the Agreement. Customer acknowledges that under some circumstances Seller may be required to assign Seller's future interests, rights, and obligations in the Agreement to SENA, and Customer hereby consents to any such assignment.

1.19 Forward Contract; Master Netting Agreement. Each Party acknowledges and agrees (a) that this Agreement constitutes a forward contract and a master netting agreement as defined by the United States Bankruptcy Code (the "Code"); (b) each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code; (c) Seller is not a "utility" as defined in Section 366 of the Code; (d) each Party waives and agrees not to assert the applicability of the provision of such Section 366 in any bankruptcy proceeding wherein such Party is a debtor; and (e) this is an agreement for the sale and purchase of a commodity and nothing in this Agreement shall be construed as creating any other relationship between the Parties other than that of independent contractors.

1.20 Anti-Corruption. Each Party represents, warrants and covenants to the other that: (i) it will comply with the Anti-Corruption Laws (as defined herein) with respect to all transactions under this Agreement; (ii) it has not made and will not make, offer, authorize, or accept any payment, gift, or other benefit, directly or indirectly (whether via its affiliates, agents, contractors or other third parties), to or from any government official or any other Person for the purpose of facilitating or carrying out any transaction hereunder which would violate the Anti-Corruption Laws; (iii) it will promptly notify the other Party if it becomes aware of any violation of the Anti-Corruption Laws in connection with any transaction hereunder, subject to the preservation of legal privilege; and (iv) except as the other Party may agree in writing, all payments payable to a Party pursuant to this Agreement shall be made only to the account of such Party, and not to the account of any other Person.

1.21 Notices. All notices will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or facsimile to the address set forth below each Parties' signature and shall be effective upon receipt; provided however, that any notice of termination may only be sent by hand or by overnight courier service and, if Customer



terminates the Agreement due to an alleged breach by Seller, a copy must be simultaneously delivered to SENA, 1000 Main, Level 12 Houston, Texas 77002 Attn: Contracts North America, Facsimile: 713-767-5414. Either Party may change its address for notice by advising the other Party in writing. In the event Customer fails to add its address below its signature on this MSA, Customer agrees that the billing address of the Customer shall be the legal notices address and hereby waives any objection to that address as the legal notices address and any claim that the address is not the proper legal notice address.

1.22 Additional Definitions. The following definitions shall apply hereunder whether stated in the singular or plural. Any capitalized terms not defined in this Master Agreement are defined in the TC or shall have the meaning set forth in the applicable EDC /utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meaning customarily attributed to it in the electricity industry.

“Anti-Corruption Laws” mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable laws that prohibit money laundering, or otherwise dealing in the proceeds of crime, or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to any government official or any other Person, or tax evasion.

“Applicable Licensed Subsidiary” means MP2 Energy Texas LLC d/b/a Shell Energy Solutions and /or MP2 Energy NE LLC d/b/a Shell Energy Solutions.

“Bankrupt” or “Bankruptcy” means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a bankrupt, Insolvent, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or Insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received. Any reference to “days” means calendar days.

“Capacity Charge” means the product of the applicable capacity rate and capacity quantity for the utility account as determined by the EDC/ISO or otherwise.

“Contract Price” means that “Contract Price” set forth on a TC.

“Delivery Point” means each of Customer’s meters associated with the “Utility Account Number” as listed on a TC, or any replacement account number issued by the ISO/ EDC/utility from time to time.

“Delivery Period” means the period during which Seller has agreed to sell and Customer has agreed to buy Energy for the Delivery Point(s) as set forth on a TC.

“EDC” means the utility or entity that has control of the transmission and / or distribution system and associated metering that is connected to a Utility Account Number.

“EDC Regulatory Charges” means those costs listed on a TC as “Pass-through charges” which are levied by an EDC and taxing authorities and shall be invoiced to Customer on an actual cost basis without any markup.

“Energy” means electric energy and related products and services and includes transmission and capacity in certain markets.

“Estimated Start Date” shall have the meaning set forth on a TC.

“Hold-over Rate” means the applicable rate set forth on a TC, that Customer agrees to pay for Energy delivered to the Delivery Points during the automatic Renewal Period.

“Insolvent” or “Insolvency” means with respect to any Party, when such Party shall be unable to pay liabilities as they mature, or such entity shall admit in writing its inability to pay its debts generally as they become due.

“ISO” means the applicable Independent System Operator as identified on each TC.

“Late Payment Charge” means a one-time charge per late invoice in an amount equal to 4% of the invoice total and will be assessed if Customer fails to pay in full by the due date for that invoice.

“Performance Assurance” means collateral in the form of cash, irrevocable standby letter(s) of credit, corporate guaranty, or other security all as reasonably acceptable to Seller.

“Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, governmental authority or agency or other form or legal entity.

“Regulatory Body” means any ISO, EDC, state utility commission, FERC, CFTC or other similar body or federal, state, local, municipal or other governmental, regulatory or administrative agency, commission or any authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any Transaction.

“Taxes” means any and all sales, use, gross receipts, ad valorem, franchise, excise, or any other taxes or similar charges imposed by any governmental authority on, or with respect to the Energy or other products sold hereunder but excluding income taxes imposed on the respective Parties.



“Total Contract Quantity” means Customer’s total forecasted usage for all contracted Delivery Points for the Delivery Period as set forth on a TC.

“Transmission Charge” means the product of the applicable transmission rate and transmission quantity for the utility account as determined by the EDC/ISO or otherwise.

“Underlying Value” means the price a third-party who is active in the Energy market would transact (sell or purchase as applicable) for Energy and related services.

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IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement.

SUBURBAN INVESTMENT COMPANY dba
McMahan's Fairway Terrace

MP2 Energy LLC, a Shell Energy North America Subsidiary

By: Jerry McMahan

By: _____

Name: Jerry D McMahan

Name:

Title: Owner

Name:

Title: Authorized Signatory

Date: 03/18/2024

Date:

Address for Notices:

Address for Notices:

MP2 Energy LLC

909 Fannin Street, Suite 3500

Houston, TX 77010

Attn: General Counsel

In the event Customer is executing through an Agent, the Agent must sign below:

_____ (“Agent”) represents and warrants that it has the authority to enter into this transaction on behalf of the Customer and that the Agent’s signature on this document and any associated TC serves to bind the Customer to the terms and conditions of this transaction. Agent understands that Seller is relying on such representations and Agent hereby agrees to indemnify and hold harmless Seller and its affiliates from and against all claims, losses, expenses, damages, causes of actions or suits of any kind arising out of or relating to a claim by Customer that the Agent lacked authority to enter into this Agreement on behalf of such Customer.

NAME OF AGENT

By: _____



Billing & Contact Information

Completion Required

Date: 3/18/2024

Legal Entity Name: SUBURBAN INVESTMENT COMPANY dba McMahan's Fairway Terrace

Contact Information:

Your Name

Phone Number

Email Address

Billing Information

Billing Company Name

Billing Contact Name

Billing Contact Phone

Billing Address Line 1

Billing Address Line 2

Billing City, State

Billing Zip + 4

Billing Contact Email 1

Billing Contact Email 2

Billing Contact Email 3

Seller will send Customer invoices via email by default in order to reduce paper waste, U.S. Postal Service hydrocarbon waste, and to improve efficiency. If Customer prefers to receive invoices via the US Postal Service, please check the appropriate box below.

- ☐ Paperless Invoice Preferred
- ☐ Paper Invoice Preferred
- ☐ Paper & Electronic Invoice Preferred

If the below are applicable, please select, by initialing in the spaces provided. We will set up the account accordingly upon proper documentation received.

_____ My accounts are Tax Exempt

If one or all of your Delivery Point(s) are tax exempt, you must provide a current and completed Sales Tax Exemption form. Seller will only place exemptions on file once form is received.

_____ Summary Invoices

By default, you will receive individual invoices per Delivery Point. Provide support documentation on how you wish your Delivery Point(s) to be grouped if Summary is chosen.

Cover Sheet to Transaction Confirmation

This contract is not binding until such time that it is executed by both Parties.

In order for contract to be executed by Seller, Customer must:

- Sign the Transaction Confirmation in the Customer's designated signature block
- In the event that an Agent is signing on behalf of Customer, the Agent shall sign in its designated area located below the Customer and Seller signature blocks

Upon receipt of executed agreement, Seller will:

- Countersign the Transaction Confirmation
- Schedule to enroll your Delivery Point(s)
- Hedge the Energy sold to you

The Contract Price on the attached Transaction Confirmation is valid until 5:00 PM Central Prevailing Time on 3/18/2024 and is subject to Seller's acceptance.

TRANSACTION CONFIRMATION

This Transaction Confirmation ("TC") confirms the terms of the transaction below between SUBURBAN INVESTMENT COMPANY dba McMahan's Fairway Terrace ("Customer") and MP2 Energy NE LLC d/b/a Shell Energy Solutions, the applicable licensed subsidiary ("Seller") as of the date accepted by Seller. The TC is made in pursuant to and in accordance with the Master Energy Sales Agreement entered into between Seller and Customer dated on or about (the "Master Agreement" or "MSA") and constitutes part of and is subject to all of the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

EXHIBIT A Terms

| | | | |
|-------------------------------|----------------------|---------------------------------|----------------------|
| Estimated Start Date*: | On or about 4/1/2024 | Product Type: | Fixed Price Adaptive |
| Delivery Period: | 60 Months | Contract Price (\$/MWh): | 77.96 |
| Governing Law: | State of Texas | PLC Value: | 851 kW |
| ISO: | PJM | NSPL Value: | 911 kW |

*The Estimated Start Date is an approximation based upon Seller's best estimation as to the date on which the applicable Utility/EDC will have completed the process necessary to permit Seller to begin or discontinue providing the services hereunder. Seller shall not be liable to Customer in any way relating to this estimation including for any lost savings or lost opportunity.

Total Contract Quantity: 12,669 MWh

Annual Contract Quantity: 2,534 MWh

Monthly Contract Quantity**

| | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
|-------------|-----|-----|-------|-------|-----|------|------|-----|------|-----|-----|-----|
| 2024 | | | | 46 | 186 | 205 | 292 | 266 | 189 | 170 | 192 | 221 |
| 2025 | 251 | 184 | 206 | 168 | 190 | 202 | 295 | 267 | 185 | 169 | 192 | 220 |
| 2026 | 250 | 183 | 205 | 171 | 172 | 204 | 294 | 279 | 192 | 168 | 189 | 220 |
| 2027 | 254 | 189 | 205 | 169 | 173 | 206 | 299 | 275 | 190 | 168 | 193 | 218 |
| 2028 | 254 | 194 | 205 | 167 | 180 | 206 | 297 | 266 | 191 | 170 | 194 | 218 |
| 2029 | 253 | 185 | 206 | 122 | | | | | | | | |

**usage values in the above table are represented in MWh

Special Provisions:

CUSTOMER AFFIRMS IT IS NOT A RESIDENTIAL CUSTOMER OR SMALL COMMERCIAL RETAIL CUSTOMER AND THEREFORE IS NOT ENTITLED TO ANY SPECIAL PROTECTIONS, RIGHTS OR PRIVILEGES PROVIDED SPECIFICALLY FOR RESIDENTIAL CUSTOMERS OR SMALL COMMERCIAL RETAIL CUSTOMERS UNDER ANY CONSUMER PROTECTION LAWS, AND AFTER CONSULTING AN ATTORNEY OF CUSTOMER'S OWN SELECTION CUSTOMER HEREBY VOLUNTARILY WAIVES TO THE GREATEST EXTENT PERMISSIBLE UNDER LAW, THE APPLICATION OF, AND ALL PROTECTIONS OF ANY CUSTOMER PROTECTION RULES WITH RESPECT TO (i) THE MSA AND THIS TC AND (ii) THE RELATIONSHIP BETWEEN THE PARTIES.

For Delivery Point(s) in Ohio:

Customer has the right to request from Seller, twice within a twelve-month period, up to twenty-four months of the Customer's payment history without charge.

Customer understands that its applicable EDC may charge switching fees to Customer.

Material Consumption Variance ("MCV"). The Parties agree that the Contract Quantities (Total, Annual, and Monthly) identified in this Transaction Confirmation ("TC") are accurate representations of Customer's forecasted energy consumption for the meters listed in this TC. Seller may invoice Customer for the costs of purchasing additional energy or liquidating energy purchases made on behalf of Customer, as well as any related costs only upon the deviation (increase or decrease) in the Customer's monthly MWh energy

consumption by an amount greater than 25% compared to the monthly Contract Quantities for the applicable months reflected on this TC and such deviation occurs 2 times during any 6 consecutive months.

Definitions. Terms not otherwise defined in this TC shall have the respective meanings set forth in the MSA, PJM Manuals, and/or applicable ISO or PUC Regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meaning customarily attributed to it in the electricity industry as applicable.

"Ancillary Service Charges" means charges assessed for services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's system in accordance with Good Utility Practice.

"Hold-over Rate" means the applicable day ahead LMP, plus all applicable pass throughs, plus \$10/MWh. Pass throughs or pass through charges are all costs incurred by Seller to supply Energy to Customer hereunder regardless of whether such costs were included in the Contract Price or treated as a pass through prior to the Renewal Period.

"LMP" (Locational Marginal Pricing) means the hourly integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM Office of Interconnection as specified in the PJM Tariff.

"Market Index Rate" means the applicable day ahead LMP plus the costs set forth below as Costs included in Contract Price and Items Passed Through at Cost.

"PJM" means the regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states and the District of Columbia.

"PJM Fees" means ISO Service charges assessed by PJM including administrative and miscellaneous charges.

| EXHIBIT B Costs included in Contract Price** | |
|--|---------------------------|
| Wholesale Price of Energy | Ancillary Service Charges |
| Basis from Hub to the Load Zone | PJM Fees |
| Transmission Loss Credits | |
| ARRs | |
| Capacity Transfer Rights* | |
| Capacity* | |
| Dist., Tran, UFE & Deration Losses | |
| Renewable Portfolio Standard | |
| Obligation | |
| Balancing Congestion Cost | |
| Reactive & Voltage From Gen Svc | |
| Ohio CAT Tax (if Ohio only) | |

***Adaptive Price.** The components above with an asterisk next to them are included in the Contract Price, however, they are subject to adjustment by Seller during the Delivery Period. Such incremental adjustment(s) will be made by the Seller, using the following formula: $[OBL_a * RATE_a] - [OBL_p * RATE_p]$ where OBL means scaled PLC for Capacity and scaled NSPL for NITS & TEC, "a" means the value at the time Customer consumes the Energy, and "p" means the value at the time the transaction was priced. Seller will add the daily adjustment(s) and the net sum of the daily adjustment(s) for the billing month will be reflected as a line item adjustment charge or adjustment credit for the applicable component on Customer's Invoice. **Refer to Addendum A to review the billing methodology.**

EXHIBIT C Pass-through Charges (passed to Customer at cost)**

All applicable Taxes (Including GRT)
EDC Delivery Charges (applicable to
Comed/SBO only)
EDC discretionary or non-recurring
Charges (applicable to Comed/SBO only)
Generation Deactivation AKA RMR

****Where applicable, items in Exhibits B and C represent Seller's cost components that will be reflected as Customer charges on your invoice. Additional charges may be billed by the EDC, per individual State requirements.**

EXHIBIT D Delivery Points

| Delv. Pt# | Account Number | Service Address | City, State, Zip | Utility | Load Zone | Method of Billing | Meter Read Date/Special Date |
|-----------|----------------|-----------------|------------------|---------|-----------|-----------------------------------|------------------------------|
| 1 | 1288596900 | | , OH | Dayton | Dayton | Utility Consolidated - Bill Ready | 04/23/2024 |
| 2 | 4894778201 | | , OH | Dayton | Dayton | Utility Consolidated - Bill Ready | 04/23/2024 |
| 3 | 4894778201 | | , OH | Dayton | Dayton | Utility Consolidated - Bill Ready | 04/23/2024 |



Print Date:
3/18/2024

307333-6

SUBURBAN INVESTMENT COMPANY DBA MCMAHAN'S
FAIRWAY TERRACE

By: Jerry McMahan

Name: Jerry D McMahan

Title: Owner

Date: 03/18/2024

MP2 ENERGY NE LLC d/b/a SHELL ENERGY SOLUTIONS

By: _____

Name:

Title: Authorized Signatory

Date Accepted by Seller:

In the event Customer is executing through an Agent, the Agent must sign below:

_____ ("Agent") represents and warrants that it has the authority to enter into this transaction on behalf of the Customer and that the Agent's signature on this document and any associated TC serves to bind the Customer to the terms and conditions of this transaction. Agent understands that Seller is relying on such representations and Agent hereby agrees to indemnify and hold harmless Seller and its affiliates from and against all claims, losses, expenses, damages, causes of actions or suits of any kind arising out of or relating to a claim by Customer that the Agent lacked authority to enter into this Agreement on behalf of such Customer.

NAME OF AGENT

By: _____

ADDENDUM A: BILLING METHODOLOGY

BILLING CALCULATIONS:

- **Capacity Adjustment:** $[\text{PLC}_a * \text{CAP_RATE}_a] - [\text{PLC}_p * \text{CAP_RATE}_p]$
- **NITS Adjustment:** $[\text{NSPL}_a * \text{NITS_RATE}_a] - [\text{NSPL}_p * \text{NITS_RATE}_p]$
- **TEC Adjustment:** $[\text{NSPL}_a * \text{TEC_RATE}_a] - [\text{NSPL}_p * \text{TEC_RATE}_p]$

BILLING DEFINITIONS

| <u>NAME:</u> | <u>UOM:</u> | <u>DESCRIPTION:</u> |
|------------------------|--------------------|--|
| PLC _a | kW | ACTUAL PLC: This is the actual PLC from the utility scaled up by FPR, FZSF & DZSF each day. |
| CAP_RATE _a | \$/kW-Day | ACTUAL RATE: This is the actual Capacity Auction Clearing Price plus the CTR Price (so essentially a net provided to billing). |
| PLC _p | kW | PRICED PLC: This is the weighted average PLC for the term captured during pricing scaled up for FPR, FZSF & DZSF known at that time. |
| CAP_RATE _p | \$/kW-Day | PRICED RATE: This is the forecast monthly weighted average net price of both the Capacity Clearing Price rate and the CTR rate captured during pricing. |
| NSPL _a | kW | ACTUAL NSPL: This is the actual NSPL from the utility scaled. |
| NITS_RATE _a | \$/kW-Day | ACTUAL RATE: This is the actual NITS monthly rate provided monthly to billing today. |
| NSPL _p | kW | PRICED NSPL: This is the weighted average NSPL for the term captured during pricing. |
| NITS_RATE _p | \$/kW-Day | PRICED RATE: This is the forecast monthly weighted average price for NITS captured during pricing and provided to billing during contracting. |
| TEC_RATE _a | \$/kW-Day | ACTUAL RATE: This is the actual TEC Price that billing uses today. |
| TEC_RATE _p | \$/kW-Day | PRICED RATE: This is the forecast monthly weighted average price for TEC captured during pricing and provided to billing during contracting. |

In the event of an emergency, power outage or wires and equipment service needs, contact your applicable Utility at:

| ISO | STATE | UTILITY | OUTAGE/ EMERGENCY CONTACT |
|-----|---------|---|---------------------------|
| PJM | PA | Pennsylvania Power & Light (PPL) | 800-342-5775, Option 1 |
| PJM | | Exelon - | |
| PJM | PA | Pennsylvania Electric Co. (PECO) | 800-841-4141 |
| PJM | MD | Baltimore Gas & Electric (BGE) | 800-685-0123 |
| PJM | IL | Commonwealth Edison Co. (COMED) | 800-334-7661 |
| PJM | MD & DE | Delmarva Power | 800-898-8042 |
| PJM | NJ | Atlantic City Electric (ACE) | 800-833-7476 |
| PJM | DC & MD | Pepco | 877-737-2662 |
| PJM | PA | Wellsboro Electric Co. (WELLS) | 570-724-3516 |
| PJM | NJ | Public Service Enterprise Group (PSEG) | 800-436-7734 |
| PJM | OH | AEP (OHPC and CSP) | 800-672-2231 |
| PJM | OH | Duke Energy (DukeOH) | 800-543-5599 |
| PJM | OH | Dayton Power & Light (DPL) | 877-468-8243 |
| PJM | PA | Citizen's Electric (CITI) | 570-524-2231 |
| PJM | PA | Duquesne Light (DUQE) | 412-393-7000 |
| PJM | | First Energy - | |
| PJM | OH | Ohio Edison (OHED) | 888-544-4877 |
| PJM | OH | The Cleveland illuminating Company (CEIL) | 888-544-4877 |
| PJM | OH | Toledo Edison (TOLEDO) | 888-544-4877 |
| PJM | PA | Metropolitan Edison (METED) | 888-544-4877 |
| PJM | PA | Penelec (PNLC) | 888-544-4877 |
| PJM | PA | Penn Power (PPOWER) | 888-544-4877 |
| PJM | PA | West Penn Power (ALLEG) | 888-544-4877 |
| PJM | NJ | Jersey Central Power & Light (JCPL) | 888-544-4877 |
| PJM | MD | Potomac Edison | 888-544-4877 |
| PJM | PA | UGI Utilities (UGI) | 800-276-2722 |
| PJM | VA | Dominion Power | 866-366-4357 |
| PJM | VA | Appalachian Power Co. (APCO) | 800-956-4237 |
| PJM | VA | Rappahannock Coop | 800-552-3904 |
| PJM | NJ | Rockland Electric | 877-434-4100 |