



Ohio Natural Gas Firm Commercial Service Agreement

Customer Information

Name	Standard Aero	Date	03/22/2021
Address	11550 Mosteller Road Unit W Cincinnati, OH 45241	Contract Term	36 months beginning 11/1/2023 or the first available meter read thereafter.
Email		Type	New
Phone	(865) 380-2315	Contract Volume	1,108,874
SS#/EIN#			

Account Information

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
9170223007	Duke Energy	a074Q000014joYt	11400 MOSTELLER RD CINCINNATI, OH, 45241-1830	Commercial	PY07
3500212202	Duke Energy	a074Q000014joYy	11490 MOSTELLER RD CINCINNATI, OH, 45241-1830	Commercial	PY07
8370370401	Duke Energy	a074Q000014joZ3	11550 MOSTELLER RD CINCINNATI, OH, 45241-1832	Commercial	PY07

Customer Disclosure Statement

Price	Fixed, NYMEX+ or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
How the price is determined	Fixed rate of \$0.3610 per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
Length of the agreement and end date	36 months beginning 11/1/2023 or the first available meter read thereafter.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which ENGIE can sell such gas following the termination.
Amount of Late Payment Fee	Customer will pay 1.5% on overdue balances not received by ENGIE within 30 days of the date of the bill.
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless ENGIE obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Guaranteed Savings	This agreement offers no guaranteed savings
Consolidated Billing	ENGIE supply charges will be presented on the utility invoice

ENGIE Power & Gas LLC is licensed by the Public Utilities Commission of Ohio ("PUCO") to offer and supply and natural gas supply services in Ohio under license numbers No. 12-526G(1).

Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to: Standard Aero
11550 Mosteller Road Unit W
Cincinnati, OH, 45241

General Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between ENGIE Power & Gas LLC ("ENGIE") and the undersigned customer ("Customer") under which Customer shall initiate natural gas supply service and begin enrollment with ENGIE (the "Agreement"). Subject to the terms and conditions of this Agreement, ENGIE agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by ENGIE, necessary to meet Customer's requirements based upon consumption data obtained by ENGIE or the delivery schedule of the Natural Gas Company (the "NGC"). The amount of natural gas delivered under this

Agreement is subject to change based upon data reflecting Customer's consumption obtained by ENGIE or the NGC's delivery schedule. The NGC will continue to deliver the natural gas commodity supplied by ENGIE.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to ENGIE is deemed effective by the NGC, and shall continue for 36 months beginning 11/1/2023 or the first available meter read thereafter, (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable monthly rate, unless ENGIE sends Customer written notice

of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 45 days and no more than 90 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer or ENGIE may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above, shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price includes line loss.

ENGIE will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the NGC, and Customer will pay each invoice in full within 30 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either ENGIE or the NGC, or each of the NGC and ENGIE may invoice Customer separately. ENGIE may assign and sell Customer accounts receivable to NGC. If Customer payment is not received when due, then ENGIE, in addition to other remedies that it may have, may after 30 days written notice to Customer, cancel this agreement; provided that Customer will remain obligated to pay for all gas supply services sold to Customer prior to the cancellation. A \$30 fee will be charged for all returned payments.

Usage Allowance: In the event that usage in any month exceeds the amount of usage identified as the Base Load on Schedule B by more than 25%, Customer will be charged a variable price for usage in excess of 125% of the monthly allowance of the Base Load. If the usage in any month decreases by 25% or more below the amount of usage identified as the Base Load, Customer will be charged the Contract Price for 75% of the usage identified as the Base Load, plus any applicable cash out costs and/or balancing costs incurred as a result of the underconsumption.

Early Termination: If there is a material adverse change in the business or financial condition of Customer (as determined by ENGIE at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, 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, ENGIE may terminate this Agreement upon 30 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if ENGIE terminates this Agreement due to Customer's breach, the Customer shall pay ENGIE, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by ENGIE of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

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

5. Information Release Authorization. CUSTOMER AUTHORIZES ENGIE TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE NGC: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION. THIS INFORMATION MAY BE USED BY ENGIE 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 ENGIE. 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 ENGIE OR BY CALLING ENGIE AT 1- 855-327-6937. ENGIE RESERVES THE

RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

6. Consumer Protections. The services provided by ENGIE to Customer are governed by the terms and conditions of this Agreement. ENGIE will provide at least 30 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting ENGIE at 1-855-327-6937 or by contacting the Ohio Public Utilities PUCO at 1-800-686-7826 or via its website at www.puco.ohio.gov.

7 Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to LDU commodity supply service, and Customer is liable for all ENGIE charges until Customer's switch to the NGC or another supplier is effective. A final bill will be rendered within forty-five (45) 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. Customer hereby designates ENGIE as agent to: (a) arrange and administer contracts and service agreements between Customer and ENGIE and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline(s) the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the NGC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplies with such supplies of other customers served by ENGIE to maintain qualification for NGC transportation service and resolve imbalances that may arise during the term of this Agreement. ENGIE 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 NGC and in response to information provided by the NGC. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the NGC. ENGIE 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 ENGIE agree that title to, control of, and risk of loss of natural gas supplied under this Agreement will transfer from ENGIE to the Customer at the delivery point(s). Customer and ENGIE agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. ENGIE will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

10. Warranty. This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and ENGIE. ENGIE makes no representations or warranties other than those expressly set forth in this Agreement, and ENGIE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ENGIE will make commercially reasonable efforts to provide natural gas hereunder but ENGIE does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of ENGIE ("Force Majeure Events") may result in interruptions in service. ENGIE will not be liable for any such interruptions caused by a Force Majeure Event, and ENGIE is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the NGC system, non-performance by the NGC (including, but not limited to, curtailment by the NGC), changes in laws, rules, or regulations of any governmental authority or any other cause beyond ENGIE's control.

12. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL,

INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

13. Contact Information. For customer assistance, you can contact ENGIE at 1-855-327-6937 or in writing at 920 Railroad Ave, Woodmere, NY 11598; the PUCO at 1-800-686-7826 or in writing at 180 E. Broad Street, Columbus, Ohio 73215; or your NGC: Columbia Gas of Ohio at 1-800-950-7989; Dominion East Ohio at 1-800-344-7989; and Duke Energy Ohio at 1-800-544-6900.

14. Dispute Resolution. In the event of a billing dispute or disagreement involving ENGIE's service, Customer should contact ENGIE'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. All complaints will be resolved in accordance with applicable law and PUCO regulations. Customer may contact the PUCO as provided above.

15. 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 Ohio. This Agreement shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles.

16. 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 ENGIE's net income, shall be paid by Customer, and Customer agrees to indemnify ENGIE and hold ENGIE harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by ENGIE in order to permit ENGIE to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to ENGIE in a timely manner, ENGIE shall apply a tax rate selected at ENGIE's sole discretion to Customer and, upon ENGIE's receipt of all necessary documentation and information, ENGIE will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the correct tax rate for any billing period

for which tax is owed but has not been collected and forwarded to the appropriate tax authority. ENGIE shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and forwarded to the tax authority. In such circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold ENGIE harmless from liability for any excess taxes not recovered by Customer. 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.

17. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ENGIE is prevented, or prohibited from carrying out the terms of the Agreement, at its sole discretion ENGIE shall have the right to cancel this Agreement on 30 days' notice to Customer.

18. Change in Law. In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in ENGIE Rock Energy 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 passed through to Customer.

19. Emergency Service. The NGC will respond to leaks and emergencies. In the event of a service interruption or other emergency, Customer should immediately call their local utility: Columbia Gas of Ohio at 1-800-950-7989; Dominion East Ohio at 1-800-344-7989; and Duke Energy Ohio at 1-800-544-6900, and emergency personnel. Customer should then contact ENGIE at 1-855-327-6937.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and ENGIE have caused this Agreement to be executed as of the date first set forth above

For ENGIE Power & Gas LLC

Signature: _____

Print Name: _____

Title: _____ Date: _____

For Standard Aero

Signature: _____

Print Name: Jason Junot

Title: VP, Global Supply Chain Date: 3/23/21

Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
9170223007	Duke Energy	a074Q000014joYt	11400 MOSTELLER RD CINCINNATI, OH, 45241-1830	Commercial	PY07
3500212202	Duke Energy	a074Q000014joYy	11490 MOSTELLER RD CINCINNATI, OH, 45241-1830	Commercial	PY07
8370370401	Duke Energy	a074Q000014joZ3	11550 MOSTELLER RD CINCINNATI, OH, 45241-1832	Commercial	PY07

Schedule B – Base Load Usage

Account Number	LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Annual
9170223007	Duke Energy	413	1,920	164	3	-	-	-	-	-	10	54	217	2,781 CCF
3500212202	Duke Energy	13,744	13,068	13,503	10,430	6,287	739	454	663	1,559	2,995	7,261	14,241	84,944 CCF
8370370401	Duke Energy	32,262	44,315	38,260	30,773	17,113	10,938	10,317	11,490	12,552	17,017	23,628	33,234	281,899 CCF
Total Volumes		46,419	59,303	51,927	41,206	23,400	11,677	10,771	12,153	14,111	20,022	30,943	47,692	369,624



Billing Address

Customer Name	Standard Aero
C/O (Management Company)	
Billing Address	11550 Mosteller Road Unit W Cincinnati, OH, 45241

Management Company

Main Phone	(865) 380-2315
Contact Name	
Direct Phone	
Fax	
Email	

Accounts Payable

Contact Name	
Contact Phone	
Fax	
Email	