



This Commodity Master Agreement ("CMA") among **Direct Energy Business, LLC** and **NRG Business Marketing LLC**, (collectively "Seller"), each a Delaware limited liability company, and Ervin Industries, Inc. ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of April 16, 2024.

1. Transactions: The terms of this CMA apply to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Buyer (each sale a "Transaction") which will be memorialized in a transaction confirmation signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity.

3. Term: The Delivery Period and any Renewal Term are set forth in the applicable Transaction Confirmation. This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or as otherwise terminated by either Party for convenience upon at least 30 days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations.

4. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.

5. Changes to Purchase Price: In the event there is a change to any tariff, law, order, rule, tax, regulation, transmission rate, or any LDC, EDC or ISO changes to supplier obligations to serve, which increase or decrease Seller's costs to serve Customer, the Purchase Price may be adjusted incrementally by Seller to reflect such increased or decreased costs to Seller.

6. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts for which Buyer is responsible under this Agreement. Except as otherwise set forth herein, payment is due within 30 days of the date of the invoice. If Seller cannot verify the Actual Quantity at the time an invoice is issued, Seller will estimate, using good faith efforts, the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Buyer will pay interest on late payments for any amount due under this Agreement at 1.50% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for insufficient funds of Buyer. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.

7. Taxes: The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Buyer is responsible. Buyer must provide Seller with any applicable Tax exemption documentation and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.

8. Disputes: If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days or longer if mutually agreed upon by the Parties to negotiate a resolution in good faith. If such dispute is not resolved, the disputing Party will pay the balance of the

original invoice and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

9. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

10. Material Deviation: Subject to any Special Provisions in a Transaction Confirmation, Seller may in its sole discretion pass through to Buyer any losses and/or costs directly incurred by Seller related to a deviation of +/-25% not caused by weather from a Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation.

11. Force Majeure: Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations under Section 2 only if it provides prompt notice of the Force Majeure, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility to pay for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure, Customer's ability to purchase Commodity at prices lower than the Purchase Price under a Transaction Confirmation or Seller's ability to sell the Commodity at prices greater than a Purchase Price under a Transaction Confirmation.

12. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment of any undisputed amounts by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within five (5) Business Days of Seller's written demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Buyer or under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any Transactions and/or this Agreement between the Parties and/or their affiliates; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term determined in a commercially reasonable manner. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction is entered into and during the Delivery Period and any Renewal Period: A. Each Party represents that: (i) 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 to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being

contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor. **B.** Buyer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (iii) if it is the person or entity executing this Agreement is doing so in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement. **C.** Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (ii) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a "utility" or an "energy generation facility" as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Buyer's Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Buyer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur. **D.** Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Confidentiality: Except as otherwise provided below, Seller shall maintain the confidentiality of Customer's data collected for purposes of fulfilling the terms of this Agreement including Customer's name, address, telephone number, electric usage and historic payment information as required by applicable regulation and law. Customer shall maintain the confidentiality of this Agreement and will not without Seller's prior written consent, disclose the terms of this Agreement or any on-line account management password, to any third party, other than Customer's employees, affiliates, agents, auditors and counsel who are bound by confidentiality obligations not to disclose this Agreement. Seller may disclose or share the terms of this Agreement or Customer's data provided under or relating to this Agreement, with its affiliates, agents, employees, lenders, permitted assignees, or service providers who have agreed to confidentiality obligations not to disclose or share such information and to use it only in the course of their performance of services. Where required by applicable regulation or law, Seller will obtain Customer's consent to disclose or share Customer's data for any other purpose not defined herein.

17. Indemnification; Limitation of Liability: **A.** Buyer will be responsible for and shall indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") which attach after title passes to Buyer. **B.** Seller will be responsible for and shall indemnify Buyer against all Losses which attach before title passes to Buyer. **C.** EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

18. Other: **(A)** The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. **(B)** Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. **(C)** No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy **(D)** Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: Direct Energy Business, LLC or NRG Business Marketing LLC (as applicable), Attn: Client Services, 1001 Liberty Avenue, Pittsburgh, PA 15222; Email: ContractSupport@nrg.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight 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 delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing. **(E)** No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. **(F)** Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Buyer's consent. Buyer may not assign this Agreement without Seller's consent not to be unreasonably withheld, conditioned or delayed. **(G)** This Agreement may be executed in separate counterparts by the Parties, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. **(H)** Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the natural gas or electricity generation industries, as applicable. **(I)** Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original

business record and shall not be contested by either party as admissible evidence. (J) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (K) If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. (L) If a broker or agent has been involved in any Transaction, such broker is an agent of Buyer only and not an agent of Seller.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

Buyer: Ervin Industries, Inc.

By: CLCR

Name: CODY G. FILGES

Title: PLANT MANAGER

Date: 4/17/2024

Seller:

Direct Energy Business, LLC

NRG Business Marketing LLC

By:

Name:

Title:

Date:

INTERNAL USE ONLY: BOLT ID: 7452276 SFDC ID: 00215998 - TCPower Template FLAT - PJM w/New DR Version 39



Direct Energy Business, LLC
1001 Liberty Avenue Pittsburgh, PA 15222
1.888.925.9115
www.directenergy.com

Date: April 16, 2024
Product Code:
PJM_Port_FA_XLCAPTRANRMR_PA
Contract ID: 7452276

CUSTOMER INFORMATION

Customer Name: Ervin Industries, Inc.

Contact Name: Cody Filges

Address: 681 E Butler Rd, BUTLER, PA, 16002

Telephone: 724-282-1060

Fax:

Email: cfilges@ervinindustries.com

Billing Contact:

3rd Party Bill Pay:

Billing Address:

Telephone:

Fax:

Email:

ELECTRICITY TRANSACTION CONFIRMATION - Pennsylvania PowerPortfolio Fixed Adder excluding Losses, Capacity, Transmission and RMR

This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement dated April 16, 2024, as may be amended (the "CMA"). All attachments and exhibits hereto, including any request for a Forward Purchase or a PowerPortfolio Transaction Report, are made a part of and incorporated into this Transaction Confirmation. The Purchase Price excludes Utility transmission and distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the CMA. This Transaction Confirmation shall become effective only upon (i) execution by Customer of this Transaction Confirmation, including Exhibit A, and CMA; and (ii) the earlier of (a) execution of the CMA and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.

DELIVERY PERIOD

For each Service Location, the first meter read date will be on or after: October 31, 2024, and will continue for a term of 38 Months. Notwithstanding the foregoing, the Delivery Period will extend through the meter read date following the expiration of any Forward Purchase as confirmed by a PowerPortfolio Transaction Report. Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.

DELIVERY POINT

The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.

BILL TYPE - DUAL

CONTRACT QUANTITY

Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on Exhibit A. The section of the CMA regarding material deviation shall not apply to this Transaction Confirmation.

PURCHASE PRICE

The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Agreement shall be that set forth on Exhibit A. The Purchase Price includes a Services Fee, as well as the components marked below as "Included". For those components marked "Pass through",

they will be passed through to you at cost and shown as a line item on your bill.

PJM	Value
Energy	Pass Through
Ancillaries	Included
Auction Revenue Rights (ARR)	Included
Capacity	Pass Through
Losses	Utility Defined Loss Factor Pass Through
Marginal Loss Credits	Included
Reliability Must Run	Pass Through
RPS	Included
Transmission	Pass Through
Applicable Taxes	Pass Through

DEFINITIONS

Ancillaries: Wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.

Auction Revenue Rights (ARR): Entitlements allocated annually to Fixed Transmission Service Customers that entitle the holder to receive an allocation of the revenues from the Annual FTR Auction.

Block Purchase: Purchasing an amount of Electricity from Seller in an amount no less than 300kW, which may be increased in increments of 100kW, for a minimum term of one (1) calendar month. Block Purchase(s) may include a Services Fee.

Capacity: The Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).

Day-Ahead LMP Purchase: The purchase of a certain quantity of Commodity (per MWh(s)) on the day preceding the day in which the Energy (which includes the Commodity component) is to be delivered to the Delivery Point.

Exhibit A: The list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead, Real-Time and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.

Exhibit B: A Forward Purchase Order Form which Customer may complete, execute, and submit to Seller to confirm their offer to Seller to make a Forward Purchase.

Forward Purchase: The purchase of a certain quantity of Commodity (power per MWh(s)) for a period of time greater than one day, which will be part of the Energy which is to be delivered to the Delivery Point.

Locational Marginal Price (LMP): The hourly integrated market clearing marginal price for Commodity at the location the Commodity is delivered or received as defined by the PJM RTO.

Marginal Loss Credit: A credit provided by certain RTOs as a result of an over-collection of funds for transmission and distribution losses.

Off-Peak: Monday through Sunday hours ending ("HE") 0100 through HE 0700 and HE 2400 and Saturday through Sunday HE 0800 through HE 2300. Off Peak also includes NERC Holidays HE 0100 through HE 2400. HE shall be at Eastern prevailing time.

On-Peak: Monday through Friday HE 0800 through HE 2300, excluding NERC Holidays. HE shall be at Eastern prevailing time.

PJM: PJM Interconnection, L.L.C.

PJM RTO: The PJM Interconnection Regional Transmission Organization.

PowerPortfolio Transaction Report: The written confirmation sent by Seller to confirm its acceptance of Customer's offer of a Forward Purchase.

Regional Transmission Expansion Plan (RTEP): PJM's Regional Transmission Expansion Plan identifies transmission system additions and improvements needed to keep electricity flowing to the millions of people throughout PJM's region.

Reliability Must Run (RMR): A unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.

Renewable Portfolio Standard (RPS): A regulation that requires the increased production of energy from renewable energy sources.

Services Fee: The fee for the services provided by Seller to meet the Service Locations' load requirements, including any applicable broker fee, which is included in the Purchase Price to be paid by Buyer.

Transmission: The transportation of energy over high voltage wires from a generator to the Utility.

Utility Defined Loss Factor: Loss Factor as published in applicable utility tariff.

SPECIAL PROVISIONS

1.. Product Description: Seller will work with Buyer to develop an overall approach for Buyer's Commodity purchases ("Buying Strategy") that is mutually agreed upon by the Parties, based on the options given below. This Special Provision will outline the types of services that Seller provides as part of the PowerPortfolio Product, the Purchasing Options available to meet Buyer's Commodity requirements, the total cost of the Energy and services provided and the process by which Commodity purchases are to be effectuated.

A. Portfolio Purchasing Options: Seller will use the Purchasing Options below, as selected by Buyer, to meet Buyer's Commodity requirements at its Service Locations in accordance with the Buying Strategy:

1. Day-Ahead Locational Marginal Price ("Day-Ahead LMP") Purchase: The Day-Ahead LMP Purchase is the hourly integrated market clearing marginal prices for Commodity for the next operating day based on submitted demand bids and generation offers at the location of the Commodity is delivered or received. Day-Ahead LMP Purchase(s) are made in 0.1 megawatt ("MW") increments and are not permitted for Service Locations unless Buyer's forecasted usage for those Service Locations per Utility territory is equal to, or greater than, 0.1 MW.

2. Forward Purchase: During the Delivery Period of this Agreement, Buyer may purchase any amount of the Commodity component of its Energy requirements from Seller as a Forward Purchase. Buyer will request a Forward Purchase at least five (5) business days prior to Buyer's desired start date for such purchase. Forward Purchase(s) are no less than 300kW, in increments of 100kW, and is for a minimum term of one (1) calendar month and are not permitted for certain Service Locations unless Buyer's forecasted usage for those Service Locations per Utility territory is equal to, or greater than 300kW . In all events, Seller will make Forward Purchase amounts available to Buyer in a commercially reasonable timeframe following Buyer's request to effectuate a Forward Purchase. To initiate a Forward Purchase, Customer should complete and submit a Forward Purchase Order Form as set forth in Exhibit B or pursuant to an email transaction containing the required information set forth in Exhibit B and submit to Seller five business days prior to the desired start date. If Seller is able to fulfill the request, it will send Customer a PowerPortfolio Transaction Report. Seller will invoice Buyer, and Buyer will pay, for the entire quantity of any Block Purchase regardless of whether the entire amount is consumed, including but not limited to where Buyer begins or ends service with Seller within a month where a block is purchased. Buyer may not purchase a quantity of Commodity that is greater than Buyer's forecasted usage, as agreed to by Buyer and Seller.

3. If Buyer has not specifically selected a Day-Ahead LMP or Forward Purchase for any given day during the Delivery Period, Seller will purchase Commodity necessary to meet Buyer's Energy requirements for Buyer's forecasted usage on a Day-Ahead LMP basis as if Buyer and Seller had agreed upon such Day-Ahead LMP Purchase.

4. To the extent Buyer's Day-Ahead LMP and/or Forward Purchase(s) do not meet Buyer's hourly Commodity requirements, Seller will meet Buyer's remaining Commodity requirements with PJM Real-Time LMP. Buyer will pay Seller the associated Real-Time LMP for such additional Commodity purchase(s).

5. Seller will deliver all quantities of Energy made under Day-Ahead and/or Forward Purchase(s) into the PJM RTO regardless if they are actually consumed by Buyer. Although Buyer is obligated and shall pay Seller for the entire quantity of such Day-Ahead LMP and/or Forward Purchases, Seller will credit/debit Buyer for the dollar amount that Seller receives from the PJM RTO for such quantity(ies) of unconsumed Commodity. The dollar amount credited/debited to the Buyer for such unconsumed Commodity is derived from the PJM RTO's settlement of the unconsumed Commodity against the PJM RTO Real-Time LMP.

6. Purchasing Acknowledgement: Buyer acknowledges that under any Forward Purchase or Day-Ahead LMP Purchase selection, Buyer may not knowingly purchase or allow for the scheduling of a quantity of Commodity that is greater than Buyer's forecasted usage. In all cases all forecasts and Commodity purchases shall be, as reasonably determined by Buyer and Seller, in accordance with Buyer's full usage requirements.

7. Email Transactions: The Parties consent to the use of electronic agreements and to conduct Transactions and/or Forward Purchases via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such writing(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature. In all cases, the failure of Seller to send a PowerPortfolio Transaction Report or the failure of Buyer to acknowledge receipt of a PowerPortfolio Transaction Report shall not invalidate the Forward Purchase agreed to by the Parties. If there are any inconsistencies between this Transaction Confirmation and any finalized Forward Purchase, such inconsistencies will be resolved in favor of the latter for that applicable purchase.

2.. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.

3.. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

4.. Billing and Payment: The following is hereby added to the Billing and Payment section of the CMA:

"Seller and Buyer agree upon the following condition regarding its non-interval monthly meter accounts, if any: Seller will deaggregate the Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants. Where Buyer has interval meters, Seller will use the interval meter hourly usage for billing only to the extent that the hourly usage is used by the applicable Utility and ISO for settlement purposes with Seller. In the event of an interval meter where the Utility and ISO do not use the hourly usage for settlements, Seller will deaggregate Buyer's usage, based on Utility and ISO settlement protocols, and Buyer agrees to accept the results of this deaggregation as its hourly billing determinants."

5.. Risk Acknowledgements: By selecting and executing this Transaction Confirmation, Buyer acknowledges that it is acting for its own account, and it has made its own independent decision to enter into this Agreement based solely upon its own judgment and upon advice from such advisors as it has deemed necessary. It is not relying on any communication (written or oral) of Seller or its affiliates (or its respective representatives) in any respect, and in particular, not as investment advice or as a recommendation to enter into any Agreement, it being understood that information and explanations related to the terms and conditions of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. Buyer understands and agrees that the energy market is a volatile market and that - except as to any agreed prices between the Parties described in this Agreement - no warranties (express or implied) and no guarantees regarding market movement or price trends are made by Seller or its affiliates in connection with this Agreement. No communication (written or oral) received from Seller or its affiliates (or their respective representatives) will be deemed to be an assurance or guarantee as to the expected results of any transaction elected by Buyer under this Agreement.

TAX EXEMPTION STATUS - If exempt, must attach certificate

In order to ensure accurate billing, tax status indication is required. Please check the appropriate status below:

Non-Exempt

[X] Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)

Buyer:	Ervin Industries, Inc.	Seller:	Direct Energy Business, LLC
By:		By:	
Name:	CODY G FILGES	Name:	
Title:	PLANT MANAGER	Title:	
Date:	4/17/2024	Date:	
		Contract ID:	7452276
		Internal ID:	00215998

EXHIBIT A PRICING ATTACHMENT
This Exhibit A is to the Transaction Confirmation dated April 16, 2024 between
DIRECT ENERGY BUSINESS LLC
and
Ervin Industries, Inc.
for a term of 38 Months
Contract ID: 7452276
PJM_Port_FA_XLCAPTRANRMR_PA

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents/KWh)	Annual Historical Usage (kWh)
0805235472000 6989591	681 EAST BUTLER RD (681 EAST BUTLER RD - SL - 0805235472000 6989591 - APS_PA - 681 EAST BUTLER RD - S)	APS_PA	WP-PP40D	WPP	5723.5 / 8341.3	10/31/2024	1.340	45,932,823

Total Annual Usage: 45,932,823

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

Monthly Contract Quantity

KWh	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024										132,969	3,380,439	3,119,656
2025	4,162,070	3,501,373	3,818,092	3,926,145	4,015,521	3,812,243	3,846,196	3,861,472	3,533,288	4,122,035	3,288,995	3,190,745
2026	4,096,892	3,501,373	3,956,912	3,926,145	3,922,344	3,938,789	3,960,471	3,861,472	3,533,288	3,983,987	3,380,439	3,190,745
2027	4,031,714	3,501,373	4,095,733	3,926,145	3,922,344	3,938,789	3,731,920	3,997,476	3,533,288	3,845,938	3,471,882	3,261,835

*Usage values in the above table represent the aggregated Usage for all Service Locations for a month. Material Usage Deviation includes for the purposes of this Exhibit A, any deviation caused by net metering or other Buyer initiated energy efficiency measures.

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Term of Months: **38 Months**

Meter Read Start Date: **October, 2024**

Please aggregate my account onto one invoice
 (If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

Accepted and Agreed to:

By: SLCR Date: 4/17/2024

