
	<p align="center">Direct Energy Business, LLC</p> <p align="center">1001 Liberty Avenue, Pittsburgh, PA 15222</p>	
<p>Customer Service: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222 Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com.</p>		
Account Manger Jeffrey Kopala	Date: 1/5/24	
<p align="center">CUSTOMER INFORMATION</p>		
Customer Name Berlin Packaging	Billing Contact Berlin Packaging LLC - Expenses	
Contact Name _____	Billing Address 525 West Monroe Street, Chicago, IL 60565	
Address 525 W Monroe, 13 Suite, Chicago IL 60661	470 7925473	
Telephone _____ Fax _____	Telephone _____ Fax _____	
<p align="center">AGREEMENT FOR THE PURCHASE AND SALE OF GREEN-E ENERGY CERTIFIED RENEWABLE ENERGY CERTIFICATE</p>		

This Agreement ("Agreement") for the Purchase and Sale of Green-e Energy Certified Renewable Energy Certificates ("REC" or "REC Certificates") is entered into between **Direct Energy Business, LLC** ("Seller") and the customer named above ("Buyer" or "Customer") (each a "Party" and jointly "Parties") on (DATE) ("Effective Date").

1. Transactions: For the Delivery Period (as defined below), Customer agrees to purchase and Seller agrees to deliver a Green-e Energy certified REC meeting the requirements outlined below. For purposes of this Agreement, a Green-e Energy certified REC is Green-e Energy certified, meeting the environmental and consumer protection standards set forth by the Nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

2. Performance: Buyer will purchase the Product Quantity of RECs below. A REC is a Renewable Energy Certificate (REC) product which does not contain electricity. It represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see www.green-e.org/rec. Seller's performance is met by purchasing an adequate supply of RECs to meet Buyer's requirements, as found below, from a facility producing renewable energy meeting the standards set forth herein. Seller is providing RECs only under this Agreement and as such notifies the Buyer that the cost, or Purchase Price, of the RECs is in addition to charges for Buyer's electricity usage. Buyer will be charged separately for its electricity usage by the applicable utility or Buyer's chosen energy service provider. Upon request, Seller shall provide Buyer with written documentation of the retirement of the Product Quantity of RECs within a reasonable timeframe following the retirement of the final quantity.

3. Term and Delivery Period: The Term ("Term") of this Agreement is effective as of the Effective Date above and ends thirty (30) days following the date of retirement of the final quantity of the Product Quantity of RECs by Seller. The Delivery Period ("Delivery Period") for the Product Quantity of RECs is for 12 calendar months, beginning and ending on the following dates: Start Date 1/1/2024 ; End Date 12/31/2024 .

4. Product Quantity and Purchase Price: Buyer will pay to Seller the Purchase Price for the Product Quantity, as set forth herein.

Product Quantity of RECs to be supplied in megawatt-hours: 4,645 (Equivalent kWhs 4,645,000)
Price per REC: \$ 0.0060 cents per kWh
\$ 6.00 U.S. Dollars per MWh

Purchase Price of Product Quantity: \$27,870.00

REC Type (Check only one):

☐ National Any (NS)

☐ National Wind (NW)

XOther: [National Solar]

*Other than Taxes, if applicable, there are no additional costs/charges outside of the Purchase Price set forth herein, unless a Change in Law occurs which affects the Purchase Price pursuant to the applicable section below.

Green-e REC Stand-alone Agt – 01252021

5. Taxes: Buyer shall pay any and all applicable federal, state and local taxes ("Taxes") associated with the REC sold under this Agreement.

6. Billing and Payment: As specified below, Buyer shall be invoiced for the RECs by one of the following options: (a) Buyer shall receive a one-time upfront invoice for the Purchase Price for the Product Quantity of RECs; or (b) Buyer shall receive a monthly invoice throughout the Delivery Period of this Agreement, with the final invoice sent following the End Date of the Delivery Period. Payment is due by Buyer within 20 days of the date of the applicable invoice.

Buyer shall remit payment in full to the address specified on such invoice. If Buyer fails to remit payment in full, interest will be assessed on the late balance at the lower of one-and-one-half (1.5%) percent per month or the highest rate allowed by law. Buyer will be responsible for all costs, fees and expenses (including reasonable attorney's fees) incurred by Seller in collecting the amount payable. Buyer has decided to receive:

☐ a one-time upfront invoice

☒ a monthly invoice throughout the term of this Agreement

8. Changes in Laws: This Agreement is subject to all tariffs, laws, orders, rules, Taxes and regulations ("Laws"). If Seller concludes that a change in Law(s) affects the Purchase Price, the Purchase Price may be adjusted by Seller. If any judicial, regulatory or legislative action or change renders performance of the material obligations contained in this Agreement illegal, this Agreement shall terminate automatically.

9. Force Majeure: Neither Party will be liable to the other Party for failure to perform its obligations when the failure is due to causes not reasonably within the Party's control, and not caused by the Party's own negligence ("Force Majeure"), but only for as long as and to the extent that performance is prevented or materially affected by Force Majeure. The Party claiming a Force Majeure event will notify the other Party in writing as soon as practicable and will use due diligence to remove the cause of the Force Majeure and resume performance under this Agreement. Force Majeure cannot be caused by an increase or decrease in Taxes or the cost of REC Certificates, the economic hardships of a Party, or the full or partial closure of a Party's facilities. Force Majeure will not excuse Buyer from paying for REC Certificates it purchases or receives. Settlement of strikes and/or lockouts is solely at the discretion of the affected Party.

10. Financial Responsibility: Seller's acceptance of this Agreement is conditioned on Buyer's maintaining its creditworthiness during the term of this Agreement. If Seller determines in its good faith judgment that Buyer's credit has been materially impaired, Seller may require additional security ("Credit Assurance") for the payment of sums due under this Agreement, including collateral deposits, prepayments, letters of credit or other guaranty of payment or performance reasonably acceptable to Seller.

11. Events of Default: "Event of Default" means, the failure of either Party to make any payment required by the applicable due date and the failure is not remedied within five (5) days of receipt of written demand for cure; (ii) the failure of Buyer to provide satisfactory Credit Assurance within five (5) days of Seller's demand; (iii) either Party (or its guarantor) is or becomes Bankrupt, and (iv) the failure of either Party to perform any other obligation not already specifically addressed by (i) – (iii) above, except to the extent such failure is excused by an event of Force Majeure, and the failure is not cured within ten (10) days of receipt of written demand for cure. "Bankrupt" means with respect to any entity, the entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, 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.

12. Remedies: Upon the occurrence and during the continuance of an Event of Default, Seller may: (i) cancel and resell any REC Certificate previously held for or delivered to Buyer; (ii) upon written notice at least one (1) day in advance, accelerate any or all amounts owing between the Parties under this Agreement and terminate this Agreement; and (iii) set-off any amounts due to or from the defaulting party (or its affiliates) against any amount(s) payable to or by the non-defaulting party (or its affiliates) under any other agreements or arrangements between the Parties and their affiliates (whether or not then due and whether subject to any contingency); (iv) determine a settlement amount for each transaction by calculating the gains, losses and costs (including reasonable attorney's fees and the costs of obtaining, maintaining and liquidating commercially reasonable hedges) incurred as a result of the liquidation, and (v) calculate a net settlement amount by aggregating into one amount all settlement amounts and all other amounts owing between the Parties under this Agreement. Any net settlement amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) days of receipt of written notice from the non-defaulting Party. To the extent that a settlement amount would be due to the defaulting Party, the settlement amount shall be deemed to be zero. Interest on any unpaid portion of the net settlement amount will accrue daily at the Interest Rate. The gain or loss for each liquidated transaction may be calculated by any commercially reasonable method chosen by the non-defaulting Party, including by determining the difference between the Purchase Price and the market price of the total quantity remaining to be delivered.

13. Waiver/Cumulative Remedies: No delay or failure by a Party to exercise any right or remedy to which it may become entitled herein will constitute a waiver of that right or remedy. All waivers must be in writing. All remedies will be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

14. Warranties: Seller warrants (i) it has good title to the renewable energy certificates supporting the REC Certificate, (ii) it has the right to sell the REC Certificate; (iii) Seller has not transferred the REC Certificates to any other person or used REC Certificates to meet compliance requirements under any regulatory or voluntary program or standard; and (iv) the REC Certificate will be free from all royalties, liens and encumbrances. ALL OTHER WARRANTIES, EXCEPT AS SET FORTH IN PARAGRAPH 2, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

15. Limitation on Liability: NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED HEREIN. SELLER'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE PURCHASE PRICE PAID FOR THE REC CERTIFICATE FOR THEN APPLICABLE PORTION OF A TERM.

16. Notices: All notices, demands or requests pertaining to this Agreement will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile, to the Party's address listed at the beginning of this Agreement, and shall be effective upon receipt.

17. Assignment: 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.

16. Governing Law: This Agreement will be governed and construed in accordance with the laws of the State of New York, without regard to principles that would require the application of the law of a different state. **Each Party waives its right to a jury trial regarding any litigation arising from this Agreement.**

17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all oral communication and prior writings with respect thereto. No amendment or modification to this Agreement will be enforceable unless reduced to writing and executed by both Parties.

18. Representations and Warranties: As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as follows:

- (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 and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals 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 applicable to it;
- (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms;
- (d) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it; and
- (e) the transaction is a "forward contract" and the Parties are "forward contract merchants", as those terms are used in the United States Bankruptcy Code.

Each Party covenants that it will cause its respective representations and warranties to remain true and correct throughout the term of this Agreement.

19. Cooperation. The Parties shall cooperate fully to comply with all regulatory obligations relating to REC Certificates that are now, or may become, in effect.

20. Record Retention. The Parties shall keep (or as necessary cause to be kept by their respective agents), for a period of five (5) years, a clear history of all deliveries of RECs hereunder. For matters in dispute, the Parties shall keep the records related to such matters until the dispute has been resolved. This Section shall survive the expiration or termination of transactions under this Agreement.

21. Public Relations. Buyer agrees that Seller may disclose, for marketing purposes, the name of Buyer as a customer of Seller both on its website and otherwise.

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date, and may be executed in one or more counterparts, each of which will be deemed an original and all of which together will form one agreement.

Buyer:

Seller: **Direct Energy Business, LLC**

By: Balaji Jayaseelan
Name: Saravana Balaji Jayaseelan
Title: Vice President, Sustainability
Date: 01/17/2024

By: _____
Name: _____
Title: _____
Date: _____

