

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 MP2, 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, MP2 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 as authorized agent for its applicable licensed subsidiary in each instance (the applicable licensed subsidiary, the “Seller”), and BIO PACKAGING FILMS, LLC (“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 Credit. Seller’s entry into this MSA and each Transaction is contingent upon Customer, any guarantor or any successor 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. In no event will the amount of the Performance Assurance be more than three (3) times Customer’s estimated largest monthly invoice amount.

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 fifteen (15) days of the Sent Date and unless directed otherwise by Seller. Overdue bills will be assessed a Late Payment Charge and will thereafter accrue interest at the rate of 4% per month until the amount is paid in full. With respect to all forms of billing, 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, or if a different amount is determined to be correct, it shall be paid (plus Late Payment Charges and interest accrued under the above calculation method) within five (5) 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, any new charges, fees, obligations, and/or requirements, are imposed by any Regulatory Body or if there is a change in law, administrative regulation, change in market design, or material change to the applicable capacity rate or transmission rate used to determine Customer's Capacity Charge or Transmission Charge by the EDC/ISO, where applicable (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, Seller shall pass through the cost of such MRC, without markup, to Customer and Customer shall pay such cost to Seller.

1.13 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.



1.14 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.

1.15 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.

1.16 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, 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.

1.17 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 MP2 may be required to assign MP2's future interests, rights, and obligations in the Agreement to SENA, and Customer hereby consents to any such assignment.

1.18 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.

1.19 Attorneys' Fees. In the event of mediation, arbitration, and/or litigation arising under or in connection with the Agreement, the non-prevailing Party shall reimburse the prevailing Party for all reasonable attorneys' fees and costs therefrom. In addition, in the event Customer files for Bankruptcy (voluntarily or involuntarily), Seller shall be entitled to recover reasonable attorneys' fees and costs incurred in protecting its rights as a creditor within the bankruptcy proceeding.

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.

“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.

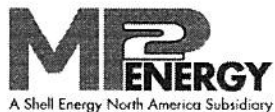
“Late Payment Charge” means an amount equal to (4%) of the amount that is overdue.

“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.

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

BIO PACKAGING FILMS, LLC

**MP2 ENERGY LLC, as agent for
its applicable licensed subsidiary**

By: Gennadiy Krivovuchko

By: _____

Name: Gennadiy Krivovuchko

Name:

Title:

Title: Authorized Signatory

Date: 7/14/20

Date:

Address for Notices:

Address for Notices:

Bio Packaging Films, LLC

MP2 Energy LLC

909 Tower Road

21 Waterway Ave., Suite 450

Mundelein, IL 60060

The Woodlands, Texas 77380

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 MP2 is relying on such representations and Agent hereby agrees to indemnify and hold harmless MP2 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: 7/14/2020

Legal Entity Name: BIO PACKAGING FILMS, LLC

Contact Information:

Your Name

Phone Number

Email Address

Gennadiy Krivoruchko
(847) 566-4444
sales@biopackfilms.com

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

Bio Packaging Films, LLC
IRINA KRIVE
(847) 566-4444
909 Tower Road
Mundelein, IL 60060
60060
irina@biopackfilms.com

MP2 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 Bill Preferred
☒ Paper Bill Preferred
☒ Paper & Electronic Bill 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 ESI IDs are tax exempt, you must provide a current and completed Sales Tax Exemption form. MP2 Energy will only place exemptions on file once form is received.

 Summary Invoices

By default, you will receive individual invoices per ESI ID. Provide support documentation on how you wish your ESI IDs to be grouped if Summary is chosen.



TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the transaction between the Parties agreed to as of the date accepted by MP2 Energy NE LLC ("MP2" or "Seller") below pursuant to and in accordance with the Master Energy Sales Agreement entered into between MP2 and BIO PACKAGING FILMS, LLC ("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 08/01/2020	Product Type:	Fixed Price
Delivery Period:	24 Months	Contract Price (\$/MWh):	47.98
Governing Law:	State of Illinois	Capacity PLC:	481 kW
ISO:	PJM	NITS PLC:	449 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: 6,329 MWh
Annual Contract Quantity: 3,164 MWh

Monthly Contract Quantity**

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2020							19	319	299	338	251	238
2021	290	222	257	239	186	263	259	321	299	335	254	239
2022	292	222	257	231	191	263	243					

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

Material Consumption Variance. The contract quantities (Total, Annual and Monthly) reflected on this TC are agreed by the Parties to be reflective of Customer's forecasted Energy consumption. If during the Delivery Period, Customer's actual metered consumption during three (3) consecutive months increases or decreases from the Monthly Contract Quantity for the applicable months reflected on this TC by 25% or more (in each instance a "Material Consumption Variance" or "MCV"), then Seller may charge Customer for the purchase of, or liquidation of, Energy and related services including transmission and capacity, bought or sold as a result of the MCV and Customer agrees to pay same.

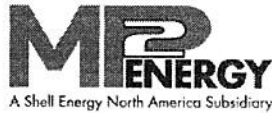
Definitions. Terms not otherwise defined in this TC shall have the respective meanings set forth in the MSA, PJM Manuals, and/or applicable ISO or PUC Regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meaning customarily attributed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

"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 MP2 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.

**EXHIBIT B Costs included in Contract Price**

Wholesale Price of Energy	Ancillary Services:	Control Area Administration
Basis from Hub to the Load Zone	Synchronized Reserves	FTR Administration
Capacity	Non-Synchronize Reserves	Market Support
Capacity Performance	Regulation and Frequency Response	Capacity Resource and Obligation Mgmt
Capacity Transfer Rights	Service	FERC Annual Charge Recovery
Network Integration Transmission Service	Black Start	Market Monitoring Unit (MMU) Funding
Transmission Enhancement Charge	DA Scheduling Reserves	Organization of PJM States, Inc Funding
Transmission Enhancement Credit	Reactive Services	PJM Settlement: Market Support
Dist., Trans., UFE & Deration Losses	Trans. Owner Scheduling (Schd. 1A)	NERC Corporation Charge
Renewable Portfolio Standard Obligations	Reactive & Voltage from Gen Svc	Reliability First Corporation Charge
ARRs	DA Operating Reserve	Inadvertent Interchange
Generation Deactivation aka RMR	Balancing Operating Reserve	Meter Error Correction
Transmission Loss Credits	DA Load Response Allocation	
Balancing Congestion	RT Load Response Allocation	

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

EDC Delivery Charges
EDC discretionary or non-recurring
Charges
All applicable Taxes (Including GRT)

EXHIBIT D Delivery Points

Delv. Pt#	Account Number	Service Address	City, State, Zip	Utility	Method of Billing	Meter Read Date/Special Date
1	1033781011	909 Tower Rd	Long Grove, IL 60060	CMD	UCB	08/01/2020

BIO PACKAGING FILMS, LLC**MP2 ENERGY NE LLC**

By: _____

Name: Gennady Krivoruchko

Title: _____

By: _____

Name: _____

Title: Authorized Signatory

Date Accepted by MP2: _____

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 MP2 is relying on such representations and Agent hereby agrees to indemnify and hold harmless MP2 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.

By: _____



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