

GREEN MOUNTAIN ENERGY COMPANY

SALES REFERRAL AGREEMENT

This SALES REFERRAL AGREEMENT ("Agreement") is between **GREEN MOUNTAIN ENERGY COMPANY** ("Green Mountain") and **AMLI Management Company** ("Company") and is effective on the date signed by the last party to sign it as indicated by the dates in the respective signature blocks ("Effective Date").

BACKGROUND:

Company is the owner, manager or rental agent for the Facilities. Green Mountain is a certified retail electric provider which supplies retail electric service to multi-family housing properties and individual units in the Market Area. Subject to the terms and conditions set forth below, Green Mountain desires to engage Company to refer individual residents of the Facilities to Green Mountain for retail electric service.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth in this Agreement, the parties agree as follows:

1. Definitions.

"Acquired Customer" means a Residential Customer residing in any of Company's Facilities with approved credit or who has paid Green Mountain a deposit (if required by Green Mountain) and that has been properly enrolled to receive electric service from Green Mountain.

"Green Mountain's Customer Data System" means Green Mountain's designated business system for entry of customer enrollment information.

"Market Area" means the areas of the State of Texas that are open to competition for the retail supply of retail electric services to Residential Customers.

"PUC" means the Public Utility Commission of Texas

"PUC Complaint" means any formal or informal complaint lodged with the PUC against Green Mountain, irrespective of how the communication is made to the PUC, arising out of or as a result of any act or omission by Company in connection with its performance and services under this Agreement.

"Rescinded Sale" means a Validated Acquisition where the Acquired Customer cancels Green Mountain's Services prior to activation by the applicable TDSP.

"Residential Customer" means a person whose electric distribution company rate code is in the residential rate class.

"Services" means Green Mountain's retail electric services and any other products or services that Green Mountain and Company may agree in writing will be covered by this Agreement.

"Validated Acquisition" means the enrollment of an Acquired Customer for electric service from Green Mountain, where: (A) the enrollment for that service has occurred through Company or Acquired Customer having faxed to Green Mountain a completed, pre-printed Electrical Service Election Form containing the identification number assigned to Company by Green Mountain, and/or such other forms or information required by Green Mountain ("Enrollment Form") and (B) that enrollment and information is verified by Green Mountain's Customer Data System.

2. SALES REFERRAL SERVICES

2.1. Sales Referral Program. Company will conduct a sales referral program in accordance with the terms and conditions of this Agreement, whereby Company will refer Residential Customers exclusively to Green Mountain as the preferred retail electric provider of services to Company's Residential Customers who reside in the multi-family housing properties located within the Market Area and shown on **Exhibit A** ("Facilities"), as it may be amended from time-to-time. Company must (i) add to this Agreement all Facilities in the Market Area that it acquires through any means and (ii) delete Facilities in the Market Area that it sells. Company will notify Green Mountain at least 20 days before Company's facility either becomes a Facility or is deleted as a Facility and the parties will enter into an amended **Exhibit A** reflecting the change. The sales referral program will include marketing by Company and Green Mountain as further described in this Agreement. The marketing plan will be launched in all Facilities within six months after the Effective Date of this Agreement, unless the parties agree to a later date.

2.2. Company Obligations in the Referral Program.

- (a) Company will refer new Residential Customers to Green Mountain's Services and encourage enrollment through (i) Company's "Updater" webpage at www.TBD updater.com, or with Green Mountain's approval such successor platform as Company may advise Green Mountain of in the future, or (ii) Company may also refer Residential Customers to Green Mountain's resident call center at 866-484-8409 (option 4).
- (b) During the term of this Agreement, Company will not, at any of the Facilities, display marketing materials or promote the services of other retail electric providers; however, Company will have no obligation or liability to Green Mountain if Company's residents fail or refuse to purchase electric energy or services from Green Mountain.
- (c) Company will not engage in any other marketing or promotional activities for any of Green Mountain's products or services, other than Green Mountain's retail electric service, without Green Mountain's prior written consent.
- (d) Company will use only those scripts provided and approved by Green Mountain in writing before use by Company representatives at the Facilities. Company will make reasonable best efforts to ensure that its representatives distribute to all Residential Customers Green Mountain's applicable Terms of Service Contract and display, and approved Green Mountain marketing material. Company will not make any representations or warranties concerning Green Mountain or its electric services that are not included in the applicable Terms of Service Contract or any marketing materials provided by, or approved in writing by, Green Mountain. Further, Company will not make any materially false or misleading statements about Green Mountain, its services or its competitors.
- (e) Company will include in the marketing materials for prospective Residential Customers, materials promoting Green Mountain and the Sustainability Partnership Agreement between Company and Green Mountain.
- (f) Company will identify Green Mountain as its preferred electricity provider when processing new and renewal leases with Residential Customers.
- (g) Green Mountain will create a landing page on Green Mountain's website for Company's Residential Customers to sign-up for Green Mountain electricity service. Company will link to that Green Mountain landing page from each of the Facilities' webpages.
- (h) Green Mountain may provide Company with quarterly sustainability tips and information, and community environmental impact data and Company may include those tips and information in email communications sent to its tenants in the ordinary course of Company's business.
- (i) Neither party will disclose to any third party the terms of this Agreement or information about sales by Company (or lack thereof) under this Agreement; provided, however, that each party may disclose that

information in an action arising out of this Agreement or pursuant to applicable law or regulation (including without limitation disclosures required by the Securities and Exchange Commission, Company's auditors or Company's counsel), an order issued by the PUC or a court of competent jurisdiction. In addition, Company may disclose such information to prospective buyer(s) of one or more of Company's properties; provided Company first notifies Green Mountain of the disclosure, and the prospective buyer(s) enters into a confidentiality agreement with Company covering such information before it is disclosed.

(j) During the Term, there shall be no more than three PUC Complaints in any calendar month, or more than one PUC Complaint in each of three consecutive calendar months. Without limiting any and all rights Green Mountain has under this Agreement, if PUC Complaints exceed either of the foregoing limitations, then Green Mountain may temporarily suspend the referral program under this Agreement or terminate this Agreement.

2.3. Green Mountain Obligations in the Sales Referral Program.

(a) Green Mountain will provide Company with the applicable Terms of Service Contract ("Contracts") and marketing materials describing its Services. Green Mountain will replenish the Contracts and materials within a reasonable time after Company notifies Green Mountain that the Contracts and materials have reached low levels.

(b) Green Mountain may from time-to-time provide training about its electricity services to Company's representatives engaged in selling Green Mountain's Services. Company will reasonably cooperate with Green Mountain in planning and conducting that training.

(c) Green Mountain has the sole and absolute right to establish the price and terms and conditions governing its Services, and to determine which Services will be presented by Company to Residential Customers. Green Mountain has the sole and absolute right to change the electric service specifications, price or product content of the energy (including electric generation resources), or limit the availability of any and all of its Services, without prior notice.

(d) Green Mountain will prepare the marketing designs for co-branded materials. No co-branded designs will be used without Company's prior review and consent.

2.4. Compensation to Company.

(a) Green Mountain shall pay Company a \$85 fee for each Validated Acquisition ("Referral Fee") in accordance with the terms of this Section 2.4.

(b) Payment Procedure. Green Mountain will pay Company the Referral Fee within 30 days after each calendar month end. Payments will be sent to Company's address as provided in **Exhibit A**.

(c) No Fee for Rescinded Sales. Notwithstanding any provision to the contrary contained herein, Company will not be entitled to any compensation whatsoever for any Rescinded Sale. Green Mountain will implement this provision by multiplying the number of Rescinded Sales in each calendar month by the Referral Fee and either (i) not including that amount in the payment owed to Company or (ii) if Green Mountain has previously paid Company for a Rescinded Sale, deducting the overpaid Referral Fee from any future amounts owed to Company. If this Agreement a sale is rescinded after the Term of this Agreement, then Green Mountain will invoice Company for the overpayment. .

3. GENERAL PROVISIONS

3.1. Mutual Representations and Warranties. Each party represents and warrants to the other that: (a) it has the right to enter into this Agreement; (b) the person signing below has the authority to execute this Agreement; (c) it has the authority to perform the services contemplated by this Agreement and that performance does not conflict with any other agreement to which that party is subject or is bound; and (d) all necessary actions, corporate or otherwise, have been taken to authorize the execution and delivery of this Agreement, which constitutes a valid and

binding obligation of the party enforceable against the party in accordance with the terms hereof, except as may be limited by applicable bankruptcy law or equitable principles generally.

3.2. Term; Termination.

(a) This Agreement is effective on the Effective Date and will terminate in 32 months ("Initial Term"). Upon the expiration of the Initial Term, the term of this Agreement will continue on a month-to-month basis unless either party gives at least 30 days prior written notice to the other party of its intent to terminate this Agreement.

(b) The term of this Agreement is subject to termination under any of the following provisions:

(i) Green Mountain may terminate this Agreement upon five days' prior written notice to Company if Company breaches its obligations under Section 2.2.

(ii) Notwithstanding anything in this Agreement to the contrary, Green Mountain may require Company to temporarily or permanently stop offering Green Mountain's Services, or Green Mountain may terminate this Agreement, effective immediately upon written notice to Company, if Green Mountain reasonably believes that its license or its ability to sell its Services is subject to suspension or termination by a governmental authority having proper jurisdiction, or is otherwise jeopardized, as a result of any wrongful action or omission of Company or any of its representatives.

(iii) The breach by either party of a material term or condition of this Agreement (other than Sections 2.2 hereof), shall constitute an event of default ("Event of Default"). If an Event of Default is not cured by the defaulting party to the reasonable satisfaction of the non-defaulting party within 30 days after the defaulting party's receipt of written notice describing in reasonable detail the facts, nature and circumstances giving rise to the alleged Event of Default, then the non-defaulting party may, at its sole election, terminate this Agreement.

(iv) Either party may terminate this Agreement, upon written notice of termination as promptly as reasonably possible, without liability to the other, if any unforeseen ERCOT, judicial, regulatory or legislative action or change renders performance of this Agreement impossible or illegal.

(v) If any of the following events occurs, either party may terminate this Agreement immediately upon providing written notice to the other party:

(A) the commencement of any bankruptcy (other than an involuntary bankruptcy petition which is dismissed within 60 days), insolvency, reorganization, dissolution, liquidation of debt, receivership or conservatorship proceeding or other similar proceeding under federal or state bankruptcy, debtors' relief, bank regulatory or other law by or against the other party; or

(B) the suspension or termination of a substantial part of a party's business, the dissolution of a party, or the appointment of a receiver, conservator, trustee or similar officer to take charge of, a substantial part of the property of the other party.

(vi) If any of the Energy Services Agreement, Continuous Services Agreement, Sustainability Agreement dated on or about the date hereof, between Company and Green Mountain terminates before the expiration of their Initial Term, due to a breach, event of default by Company, or an early termination by Company, then Green Mountain may terminate this Agreement and in addition to any damages owed under this Agreement, Company will owe Green Mountain all damages under the Sustainability Agreement.

(c) Payments. If this Agreement expires or is terminated, payments due and owing through date of termination to Green Mountain or Company will be paid within 30 days after the effective date of the termination.

(d) Termination Not Exclusive. The right of each party to terminate this Agreement as provided herein is not exclusive of any other rights or remedies a party may have at law for damages or in equity; except with respect

to termination under Section 3.2(b)(iv) for which termination will be the sole and exclusive remedy available to the terminating party.

3.3. No Warranties. Green Mountain makes no representations or warranties other than those expressly set forth in this Agreement, if any, and Green Mountain expressly disclaims all other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose.

3.4. Notices. Except as otherwise provided herein, all notices must be in writing and be delivered to the applicable party at the address specified for that party in this Section, either in personal, by U.S. mail certified or registered mail, return receipt requested, or by a nationally recognized express courier or delivery service. Notices are deemed given upon delivery to the applicable address set forth below (or at such other address of which a Party is notified from time-to-time in accordance with this Section).

If to Green Mountain:

Green Mountain Energy Company
2745 Dallas Parkway, Ste 200
Plano, TX 75093
Attn: Apartment Community Program Manager

with copy to: Chief Legal Officer

If to Company:

AMLI Management Company
141 West Jackson Blvd, Suite 300
Chicago, IL 60604

Either party may change its notice information by giving notice to the other party in accordance with these provisions. Notices are deemed received on the day delivered, or if that day is not a business day, as of the beginning of the first business day following the day delivered.

3.5. Indemnification.

(a) Company shall indemnify and hold harmless Green Mountain, its shareholders, officers, directors, employees and agents, from and against any and all third party claims, counterclaims, costs, suits, liabilities, damages, losses, demands and expenses of every kind including, without limitation, attorney fees and disbursements, known or unknown, contingent or otherwise, resulting from or arising out of: (i) a material breach of any covenant or agreement of this Agreement by Company; (ii) a breach of any representation or warranty of Company set forth in this Agreement; or (iii) any gross negligence or willful misconduct by Company.

(b) Green Mountain shall indemnify and hold harmless Company, its shareholders, officers, directors, employees and agents, from and against any and all third party claims, counterclaims, costs, suits, liabilities, damages, losses, demands and expenses of every kind including, without limitation, attorney fees and disbursements, known or unknown, contingent or otherwise arising out of: (i) a material breach of any covenant or agreement of this Agreement by Green Mountain; (ii) a breach of any representation or warranty of Green Mountain set forth in this Agreement; or (iii) any gross negligence or willful misconduct by Green Mountain.

(c) The party to be indemnified ("Indemnified Party") shall notify the other party promptly of any claim under this Section 3.5. The other party shall afford the Indemnified Party the opportunity to defend or participate in the defense of such claim. The other party shall make no settlement of an indemnified claim specifically

naming or directly affecting the Indemnified Party without prior written approval. The obligations set forth in this Section 3.5 shall survive following termination of this Agreement with respect to any claim until the statute of limitations applicable to such claim has run.

3.6. Limitation of Liability; Force Majeure. Neither party shall in any event be liable for any special, indirect, incidental, punitive, exemplary or consequential damages, or any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with either party's performance or non-performance under this Agreement or for any other reason, regardless of the form of action, whether in contract or tort or otherwise (including, without limitation, negligence, strict liability or otherwise), whether or not such damages are foreseen or either party has been advised of the possibility of such damages. Neither party shall be liable for any losses and damages due in whole or in part from any detention, delay or failure to perform arising out of causes beyond its reasonable control, including, without limitation, acts of God, fire, power outages, acts of terrorism, sabotage, changes in governmental regulations, problems related to ERCOT and TDSP outside of the reasonable control of Green Mountain, or war; however, Force Majeure shall not include circumstances relating to either party's financial inability to perform its obligations under this Agreement. Each party shall promptly notify the other party, in writing, of the existence of any event of Force Majeure.

3.7. Assignment.

(a) Neither party may assign or transfer all or any part of this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except as set forth in Sections 3.7(b) or 3.7(c). Any purported assignment or transfer of all or any part of this Agreement or any rights or obligations hereunder, without such consent, shall be null and void from the outset. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented to assigns.


(b) Green Mountain may assign or transfer its rights and delegate its duties under this Agreement in the event of merger, consolidation or sale of substantially all of its assets, provided written notice of such assignment is provided to Company within 30 days after the date of such assignment.

(c) If Company sells or otherwise transfers one or more of its Facilities during the term of this Agreement, Company must notify Green Mountain of such sale or transfer or prospective sale or transfer and give Green Mountain the opportunity to propose an assignment of this Agreement or a new sales referral agreement to the prospective purchaser. Upon any such disposition or transfer of a Facility by Company, the parties shall promptly amend this Agreement and Exhibit A to reflect the then-current Facilities covered by this Agreement.

3.8. Miscellaneous. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings or commitments related to its subject matter. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable, the parties agree that it shall be modified to the minimum extent necessary to ensure that the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable. This Agreement may only be modified or amended by a writing signed by both parties. Each party is an independent contractor and nothing under this Agreement shall be construed to create a relationship of partnership, principal/agent, joint venturers or any other implied relationship. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all of which will constitute one and the same agreement. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to its provisions governing conflicts of laws.

IN WITNESS WHEREOF, the parties have caused this Sales Referral Agreement to be executed by their duly authorized representatives as of the date first written above.

GREEN MOUNTAIN ENERGY COMPANY

By: 
Mark Parsons, Vice President

Date: 11/03/17

AMLI MANAGEMENT COMPANY

By: 

Name: J.S. MARITZ

Title: SVP

Date: 10/26/2017

**Exhibit A to
Sales Referral Agreement between
Green Mountain Energy Company and AMLI Management Company**

List of Facilities

The following properties are subject to the Sales Referral Agreement:

Property	Units	Phone	TDSP	Address	City	Zip
AMLI 2121	430	713-529-7700	Centerpoint	2121 Allen Pkwy	Houston	77019
AMLI at City Vista	404	713-526-2211	Centerpoint	2221 W DALLAS ST	HOUSTON	77019
AMLI at Escena	330	972-910-0332	Oncor	6401 Escena Blvd	Irving	75039
AMLI at Escena Ph II	110	972-910-0332	Oncor	6401 Escena Blvd	Irving	75039
AMLI at Galatyn Station	285	972-231-2224	Oncor	2301 Performance Dr	Richardson	75082
AMLI at Memorial Heights	380	713-862-9400	Centerpoint	3003 MEMORIAL CT	HOUSTON	77007
AMLI at The Ballpark	333	469-888-7100	Oncor	7755 John Q Hammons Dr	Frisco	75034
AMLI Design District	314	214-658-1400	Oncor	1400 HI LINE DR	Dallas	75207
AMLI Las Colinas	341	972-402-0007	Oncor	1050 Lake Carolyn Pkwy	Irving	75039
AMLI on Eldridge Parkway	668	281-556-6700	Centerpoint	1415 Eldridge Pkwy	HOUSTON	77077
AMLI on Maple	300	877-384-5382	Oncor	6008 Maple Ave	Dallas	75235
AMLI on Riverside	324	New Construction	Oncor	310 GRAN VIA	Irving	75039
AMLI Quadrangle	220	214-975-0111	Oncor	2717 Howell	DALLAS	75204
Amli River Oaks	275	855-577-6691	Centerpoint	1340 W Gray St	Houston	77019
AMLI Uptown	238	713-960-4970	Centerpoint	2525 McCue Rd	Houston	77056
AMLI Urban Center Living	483	972-910-0316	Oncor	777 LAKE CAROLYN PKWY	Irving	75039
AMLI West Plano	264	972-599-1360	Oncor	5961 W PARKER RD	Plano	75093
AMLI Ballpark Ph II	363	888-479-1257	Oncor	7275 TEXAS RANGERS DR	Frisco	75034
	6062					

Referral Check Mailing Address:

AMLI Management Company
Strategic Business Services: Ancillary Services Mgr
141 West Jackson, Ste. 300
Chicago, IL 60604