

**CONTRACT SUMMARY**  
**New Jersey – Electricity Supply Agreement - Commercial Customers**

<b>Customer Name &amp; Address</b>	Salem Housing Authority
<b>Utility Account Number</b>	0550001443497000854449 If you signed up more than one account, see the Facility Attachment.
<b>Third Party Supplier (TPS) Information</b> By entering into this contract you are agreeing to purchase your electric supply from this supplier.	Freepoint Energy Solutions LLC      BPU License No. ESL-0197 2 University Plaza Drive, Hackensack, NJ 07601 <a href="http://www.freepointsolutions.com">www.freepointsolutions.com</a> Customer Service Toll Free Number: 1-800-982-1670 Customer Service Email: <a href="mailto:CustomerRelations@freepointsolutions.com">CustomerRelations@freepointsolutions.com</a> Freepoint Energy Solutions LLC is responsible for your electricity supply.
<b>Price Structure</b>	Fixed rate during the Initial Term of the contract, then variable. Fixed rates do not fluctuate to reflect market conditions. Variable rates may fluctuate each month to reflect market conditions. Weather may influence market conditions.
<b>Generation/Supply Price</b>	\$0.07679/kWh during the Initial Term.
<b>Statement Regarding Savings</b>	The price may be higher or lower than the Utility's price to compare. Therefore, savings are not guaranteed.
<b>Amount of time required to change from TPS back to default service or to another TPS</b>	After termination or cancellation of the contract, your electric supply services will be transferred to the Utility's default service or another TPS on the next applicable meter read date as determined by your Utility.
<b>Incentives</b>	There are no incentives associated with this contract.
<b>Right to Cancel/Rescind</b>	There is no rescission period for a commercial customer.
<b>Contract Start Date</b>	Deliveries of electricity will start on the first meter read date during or after 8/1/2019. If you signed up more than one account, please refer to the date in the Facility Attachment.
<b>Contract Term/Length</b>	The Initial Term will end on the meter read date during or immediately following 8/1/2021, depending on your Utility's meter reading schedule. If you signed up more than one account, please refer to the date in the Facility Attachment.
<b>Cancellation/Early Termination Fees</b>	Yes. The Early Termination Fee ("ETF") is calculated as the value of any remaining volumes of electricity that would have been delivered during the Initial Term of the contract (based on the difference between market prices and the contract price) and the costs incurred to terminate any related hedge or trading positions. There is no ETF if the contract is terminated after the end of the Initial Term. Please see Section 9 of the Agreement for details.
<b>Renewal Terms</b>	We will send you a renewal notice at least 30 days prior to the expiration of the Initial Term. The notice will explain your options. If you do not renew, we will continue to serve you on a month-to-month term at a variable price.
<b>Distribution Company Information</b>	Your Utility will continue to deliver the electricity and you will continue to pay the Utility for this service. In case of an electrical emergency or a power outage, you should immediately contact your Utility: <b>ACE</b> : 1-800-833-7476; <b>PSE&amp;G</b> : 1-800-436-7734; <b>JCP&amp;L</b> : 1-888-544-4877
<b>Spanish Language</b>	To receive this Contract Summary in Spanish, please call our customer service at the number provided above. <i>Para recibir este resumen del contrato en español, llame a nuestro servicio al cliente al número provisto arriba.</i>



## ELECTRICITY SUPPLY AGREEMENT

This coversheet (the "**Coversheet**") together with the Terms and Conditions, the Facility Attachment, the Contract Summary (if required by the applicable Law) and any addenda hereto constitute the Electricity Supply Agreement (collectively, this "**Agreement**") entered into by and between Freepoint Energy Solutions LLC ("**Seller**") and the customer party identified below ("**Customer**"), effective as of the date this Agreement is executed by Seller.

### Customer Information:

<b>Customer Name:</b> (Required)	Salem Housing Authority	<b>DBA (if applicable):</b>	Salem Housing Authority
<b>Customer Contact:</b>			
<b>Name:</b> (Required)	<b>Title:</b> (Required)		
<b>Phone:</b> (Required)	<b>Email:</b> (Required)	<b>Fax:</b>	
<b>Address for Notices:</b>			
<b>Street:</b> (Required)	<b>City:</b> (Required)	<b>State:</b> (Required)	<b>Zip:</b> (Required)

### Electricity Supply Selection:

<b>Pricing:</b> <input checked="" type="checkbox"/> Fixed	<b>Price:</b> \$0.07679/kWh	<b>Cost Components Included in the Price</b> (check if included):				
		<input checked="" type="checkbox"/> Energy	<input checked="" type="checkbox"/> Capacity	<input checked="" type="checkbox"/> Transmission	<input checked="" type="checkbox"/> Ancillary Services	<input checked="" type="checkbox"/> Renewables
<b>Broker:</b> EnerConnex LLC						

Customer shall provide Seller with financial and other information as Seller may request to satisfy applicable know-your-customer rules and to complete its credit review and other contracting processes. Seller reserves the right to not enter into this Agreement in its sole discretion including if: (i) information provided by Customer or its representative (broker/agent) to Seller is incomplete or inaccurate, (ii) the Price listed was not authorized by Seller or rates have changed based on market conditions, (iii) transfer of Customer account(s) is denied or significantly delayed by the relevant Utility, or (iv) Customer does not meet Seller's credit approval criteria. Seller may use the contact information provided above to contact Customer including by e-mail, automatically dialed calls, text messages or calls that use artificial or prerecorded voice regarding any billing, service or account-related matter.

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier and take whatever actions are required to switch all relevant electric accounts to Seller. The undersigned represents that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to make decisions on behalf of Customer regarding its electricity supplier, and (iii) Customer is in agreement and will comply with all terms and conditions of this Agreement.

This Agreement shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

**CUSTOMER:** Salem Housing Authority

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FREEPOINT ENERGY SOLUTIONS LLC**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Quote No.: 120036-7



## ELECTRICITY SUPPLY AGREEMENT Facility Attachment

This Facility Attachment supplements and forms a part of this Agreement.

Customer Name: Salem Housing Authority

### Facilities

	Utility Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Bill Option**	PLC	NSPL	Tax Exempt %***
1	AECO	0550001443497000854449	S FRONT ST - BLDG 1H, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.55	0.59	
2	AECO	0550001446797000854496	50 FRONT ST # HSEMTR, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.23	1.30	
3	AECO	0550001451897001308680	50 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.58	1.02	
4	AECO	0550001455517001544503	62 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.21	1.42	
5	AECO	0550001458827001544424	60 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.66	1.89	
6	AECO	0550001581177001543086	58 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.58	1.74	
7	AECO	0550001583157001542995	56 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.93	2.44	
8	AECO	0550001586537001541718	54 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.20	1.41	
9	AECO	0550001589767001541636	52 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.65	0.75	
10	AECO	0550001593477001540730	48 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.39	0.53	
11	AECO	0550001596937001526879	36 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.63	1.87	
12	AECO	0550001600147001526842	46 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.79	2.10	
13	AECO	0550001604107001526818	44 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.19	1.33	
14	AECO	0550001605847001525575	42 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.77	1.90	
15	AECO	0550001610207001525555	40 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.63	1.85	
16	AECO	0550001616817001525493	34 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.39	1.64	
17	AECO	0550001661287001525284	32 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.72	2.02	
18	AECO	0550001663597001525253	30 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.32	0.67	
19	AECO	0550001667487001524389	28 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	2.95	3.25	
20	AECO	0550001670357001504206	26 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	2.22	2.52	
21	AECO	0550001673657001504161	24 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.65	2.00	
22	AECO	0550001677467001504142	22 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.77	2.07	
23	AECO	0550001681577001504116	20 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	2.74	3.20	
24	AECO	0550001686117001504065	18 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.44	1.63	
25	AECO	0550001690157001504036	16 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.05	1.41	
26	AECO	0550001694377001502767	14 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	3.78	4.28	
27	AECO	0550001697597001502737	12 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.18	1.36	
28	AECO	0550001820267001502709	10 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.32	2.42	
29	AECO	0550001823987001502689	8 S FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	4.51	5.16	
30	AECO	0550001827607001498138	94 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	2.30	2.67	



31	AECO	0550001831987001498118	92 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	2.38	2.66	
32	AECO	0550001834467001498084	90 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	2.85	3.24	
33	AECO	0550001837767001498013	88 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.32	0.67	
34	AECO	0550001841217001496791	86 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.51	0.53	
35	AECO	0550001844027001496764	84 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	3.93	4.48	
36	AECO	0550001848657001496701	82 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.98	1.92	
37	AECO	0550001851857001496666	80 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.61	2.34	
38	AECO	0550001855167001496651	78 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.76	1.35	
39	AECO	0550001858057001495587	76 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.36	1.51	
40	AECO	0550002023527001495547	74 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	2.32	2.74	
41	AECO	0550002028167001495526	72 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.42	1.72	
42	AECO	0550002031037001495500	70 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.32	0.60	
43	AECO	0550002034427001495382	68 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	2.47	2.74	
44	AECO	0550002038067001495358	66 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.17	0.98	
45	AECO	0550002041197001495266	64 FRONT ST, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.91	2.17	
46	AECO	0550002043827000854532	WESTSIDE CT BLDG 7 HSEMT, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	0.91	0.97	
47	AECO	0550002048127000854541	WESTSIDE CT BLD 10, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	16.27	18.09	
48	AECO	0550002052157000128858	FRONT ST, SALEM, NJ 08079	08/20/2019	08/17/2021	Utility Consolidated - Bill Ready	0.01	0.01	
49	AECO	0550002056297000854590	WESTSIDE CT BLD 14, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	8.96	9.41	
50	AECO	0550002183907000854641	WESTSIDE CT BLD 8, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	11.16	11.28	
51	AECO	0550002188047000854652	WESTSIDE CT BLD 3, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	6.64	7.76	
52	AECO	0550015567497000100020	205 SEVENTH ST, SALEM, NJ 08079	08/16/2019	08/13/2021	Utility Consolidated - Bill Ready	58.96	65.49	
53	AECO	0550072815577000699927	KEASBY ST, SALEM, NJ 08079	08/30/2019	08/30/2021	Utility Consolidated - Bill Ready	117.89	132.93	
54	AECO	0550094704717000964736	WESTSIDE CT, SALEM, NJ 08079	08/14/2019	08/12/2021	Utility Consolidated - Bill Ready	1.33	1.47	

\*The Service Start Date is estimated to occur on the first meter read date during or after the month specified above. However, this is an estimated start date and the actual start date will occur only after the enrollment processes are completed by the Utility.

\*\*For Dual Billing, Seller will generate a separate invoice for the Seller Charges either as Account Level Billing or as Summary Billing. If no selection is made or if no Dual Billing Address is provided, Seller will use Account Level Billing.

☐ Account-Level Billing – each Facility will have a separate invoice generated and sent to each Facility's service address, unless a Dual Billing Address is provided below.

☐ Summary Billing – one invoice for all Facilities sent to the Dual Billing Address.

Dual Billing Address: Street: City: State: Zip:

\*\*\*Tax exemption certificate needs to be provided by Customer to receive the applicable tax exemption on its electricity invoices.

### Forecasted Volume

Month	Summary Forecasted Volume (kWh)
8/2019	49,548.22
9/2019	125,383.36
10/2019	128,651.41
11/2019	164,323.16
12/2019	180,471.82
1/2020	195,889.14
2/2020	197,327.99
3/2020	169,485.80
4/2020	115,619.50
5/2020	99,402.74



6/2020	130,750.36
7/2020	164,092.09
8/2020	154,948.96
9/2020	126,070.47
10/2020	128,455.21
11/2020	164,206.36
12/2020	181,128.55
1/2021	193,597.96
2/2021	190,231.64
3/2021	170,086.25
4/2021	114,908.93
5/2021	99,088.91
6/2021	130,695.20
7/2021	165,139.59
8/2021	99,745.13
<b>Total</b>	<b>3,639,248.74</b>

By signing below or by verbal authorization via TPV, Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

**CUSTOMER:** Salem Housing Authority

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FREEPOINT ENERGY SOLUTIONS LLC**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Quote No.: 120036-7



## ELECTRICITY SUPPLY AGREEMENT Terms and Conditions

1. **Overview.** These Terms and Conditions supplement and form a part of the Agreement between Seller and Customer. Seller agrees to sell and Customer agrees to buy the quantity of electricity supply meeting Customer's full requirements at each Facility. Title and risk of loss to electricity shall pass from Seller to Customer at the relevant Delivery Point(s). Seller will arrange for the delivery of electricity by the relevant Utility to each Facility. Customer hereby authorizes Seller to obtain all required account and usage information for the Facilities from the relevant Utility. As a condition precedent to Seller entering into this Agreement, Customer shall satisfy Seller's contracting, credit, and applicable know-your-customer/anti-money laundering requirements.
2. **Term.** Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or after the Estimated Start Date. However, Customer acknowledges that (i) the Service Start Date is dependent upon the relevant Utility confirming to Seller that it has completed all required enrollment processes and (ii) if enrollment processes are completed by a Utility after the Estimated Start Date, the Service Start Date will occur as soon as practicable after the enrollment processes are completed by the Utility, without Seller incurring any liability for such delayed start. The initial term of this Agreement will run from the Service Start Date through the Service End Date (the "**Initial Term**"), unless earlier terminated as provided herein. At the end of the Initial Term, the term of this Agreement shall automatically continue on a month-to-month basis at market based pricing as per Section 3 below, unless and until terminated by either party upon providing the other party with 30 days' prior Notice.
3. **Customer Charges.** For each billing cycle during the term, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges, (ii) the amount assessed by Seller for any Cost Components for such billing cycle that are not indicated as being included in the applicable Price for such Facility, (iii) all applicable Taxes (except for any Taxes that are expressly included in the Price) and (iv) any costs and charges assessed pursuant to Sections 6 or 7 hereof (collectively, the "**Seller Charges**"). After the expiration of the Initial Term, the Price per kWh will be market-based as determined by Seller based on various factors, including competitors' prices, applicable industry charges, wholesale market conditions, electricity supply sources plus a margin, and may change monthly without prior notice to Customer. The Price does not include the costs of distribution and other services provided by the relevant Utility (the "**Utility Charges**").
4. **Billing and Payment.** With respect to each Facility, Customer may receive one consolidated bill from the relevant Utility each bill cycle for both the Utility Charges and the Seller Charges (the "**Utility Consolidated Billing**" or "**UCB**") and the bill will be sent to the billing address on file with the Utility. In such case, Customer agrees to remit payment for all amounts reflected on such invoice directly to the Utility in accordance with the Utility's payment terms. Alternatively, if the Utility does not provide consolidated billing, Customer will, each bill cycle, receive one bill from the Utility for the Utility Charges (payable to the Utility) and a second bill from Seller for the Seller Charges (payable to Seller) (the "**Dual Billing**"). In such case, Customer agrees to remit payment of all amounts reflected on Seller's invoice directly to Seller no later than 20 (twenty) days from the date of billing. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. All invoices will include amounts for applicable Taxes. Depending on the bill format, charges assessed pursuant to Sections 6 or 7 hereof may appear on Buyer's bill as a line item or Price adjustment. Regardless of billing method, invoices may cover multiple Facilities where applicable. Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "**Interest Rate**"). Seller will charge a \$35 return check fee for all returned checks. Seller is not responsible for notifying Customer of any failed or returned payments. Seller may apply any credit balance on a particular Facility to a balance owed on any other Facility supplied by Seller. Seller will include or cause to be included in any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions. If Customer disputes the Seller Charges on any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Customer will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in enforcing the terms of this Agreement.
5. **Taxes.** Customer shall pay all applicable Taxes associated with sales under, and/or performance of, this Agreement. The Price does not include gross receipts Tax or applicable state and local sales Tax, unless otherwise expressly set forth herein. Seller may collect Taxes from Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and each relevant Utility. Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or properly and accurately complete any such evidence.
6. **Change in Usage.** Customer shall provide Seller with timely Notice of any change in the attributes or use of any Facility (including any event) that is likely to result in a load change of 25% or more (the "**Load Change Percentage**") as compared to the Forecasted Volume. Examples of such changes may include equipment outages, shutdowns or replacements, on-site generation, openings or closings, and/or changes in operating hours. Customer shall be responsible for payment of any additional costs and/or charges incurred by Seller resulting from such change including additional ISO or Utility charges (collectively, "**Additional Charges**").
7. **Regulatory Change.** If there is a Regulatory Change which causes Seller to incur new or modified fees, costs or charges ("**Regulatory Charges**"), Seller reserves the right to pass through the Regulatory Charges to Customer without markup. For the avoidance of doubt, the Parties agree that a change in the rate classification of a Facility will be deemed a Regulatory Change. The changes described in this Section



may impact any or all of the charges described in this Agreement, whether described as "fixed," "variable," "included," "passed through" or otherwise.

8. **Early Termination.** If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to (i) designate an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate any or all Transactions (each, a "**Terminated Transaction**"), (ii) withhold any payments due to Customer and/or (iii) suspend performance of its obligations under this Agreement. Seller shall give prior Notice to Customer if required by the applicable Law. In addition to the other remedies specified herein, upon the occurrence of an Event of Default with respect to Customer, Seller shall be permitted to switch Customer to receive Default Service at each Facility. Seller's sales of electricity supply to Customer at each Facility shall be treated as separate transactions (each, a "**Transaction**") under this Agreement. Subject to Seller's rights and remedies hereunder (including Section 9 below), Customer may terminate this Agreement by giving 30-day prior Notice to Seller (unless a different notice period is required by the applicable Law) and shall pay any amounts owed hereunder in connection with such termination and for the electricity supplied up to the effective date of termination.
9. **Termination Payment Calculation.** On an Early Termination Date, Seller shall close out each Terminated Transaction so that each such Terminated Transaction is canceled and shall calculate and aggregate the Termination Payment for all Terminated Transactions. The Parties agree that a Terminated Transaction will become effective after the Facility drop has been processed by the applicable Utility and the Facility is no longer supplied under the Agreement and, in case there are multiple Terminated Transactions, the effective termination date will be whichever occurs last (the "**Effective Termination Date**"). In determining the Termination Payment, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Volume or any other Customer-related information it deems relevant to determine the quantity of electricity to be purchased by Customer for the remaining term of any Terminated Transactions, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates, all adjusted for the remainder of the applicable term and basis differentials. Customer shall pay the Termination Payment to Seller within three (3) Business Days of Customer's receipt of Notice of the amount thereof from Seller and shall include interest accrued at the Interest Rate from the Early Termination Date until paid, provided that Seller may set off the amount of any Collateral provided by Customer and held by it under this Agreement against the amount of the Termination Payment. Irrespective of whether a Termination Payment is owed hereunder, Customer shall pay to Seller the Seller Charges incurred up to the Effective Termination Date. Seller will refund any Collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and stipulates that the payment obligations set forth herein are difficult to estimate and represent a reasonable approximation of the anticipated harm or loss to Seller as a result of an Event of Default with respect to Customer. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise).
10. **Credit.** If, at any time during the term of this Agreement, Seller determines that (a) Customer has failed to timely pay any amounts due under this Agreement, or (b) Seller has reasonable grounds for insecurity with respect to Customer or Customer's creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under this Agreement. Customer hereby grants to Seller, as security for the payment and performance of Customer's obligations under this Agreement, a first priority continuing lien and security interest in and to any Collateral (and proceeds and products thereof) that Customer has or may deliver to Seller. When making a request for Collateral, Seller shall comply with its license requirements (if applicable) and any other deposit requirements established by the Commission. Any Collateral provided by Customer will be held in accordance with the applicable Law.
11. **Limitation of Liability; Disclaimer of Warranties; Indemnity.** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER. TO THE FULLEST EXTENT ALLOWED BY THE APPLICABLE LAW, BUYER HEREBY WAIVES ITS RIGHTS UNDER ALL LAWS, RULES, REGULATIONS AND ORDERS PERTAINING TO RETAIL ELECTRICITY SUPPLY, INCLUDING RIGHTS RELATED TO CONTRACT RESCISSION, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, SPANISH LANGUAGE, RECORD KEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES.
12. **Governing Law.** This Agreement and the rights and duties of the Parties under this Agreement are governed by the internal Law of the state where each Facility is located without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.
13. **Assignment.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Seller's prior written consent which shall not be unreasonably withheld. Seller may assign this Agreement and its rights and obligations hereunder upon Notice to Customer. Any



assignee hereof shall be subject to all the provisions and conditions of this Agreement as applicable to its assignor to the same extent as though such assignee were an original Party to this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

14. **Force Majeure.** Notwithstanding any other provision of this Agreement, if a Party is unable to carry out any obligation under this Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more where Customer is the declaring Party, then Seller may terminate this Agreement with respect to the Facilities adversely affected by the Force Majeure upon 15 days' prior Notice to Customer. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided hereunder at a greater price, and the ability of Customer to purchase the products and services provided hereunder for a lower price, than the price specified herein shall not constitute an event of Force Majeure. Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant Utility.
15. **Representations.** Each Party represents and warrants to the other Party 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) it has the power and authority to sign and perform this Agreement and, with respect to Customer only, to bind each Facility to the terms and conditions of this Agreement; (iii) 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; (iv) it intends to be legally bound by this Agreement and has caused the Agreement to be executed by its duly authorized officer or representative as of the date shown on the Coversheet; (v) it is not Bankrupt; (vi) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Agreement; and (vii) all information provided by it to the other Party is true, correct and complete in all material respects. In connection with the negotiation and execution of this Agreement, Customer represents and warrants to Seller that: (a) Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with this Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Agreement or any addenda hereto; (d) none of the Facilities for which it is purchasing electricity from Seller is a residence; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective; and (f) it is entering this Agreement as principal and not as agent for any other party.
16. **Confidentiality.** Customer agrees to keep all terms and provisions of this Agreement, and all communications in connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, except as otherwise required by Law or judicial process. Customer hereby authorizes Seller to obtain from the Utility information that includes its account name, account number, billing address, service address, telephone number, standard offer service type, rate classification, meter readings, historical usage information (including historical interval meter data) and peak electricity demand. Seller may disclose any account, customer or contract-related information to the Utility, a third party energy consultant, broker or third party service provider who has provided services to Seller in connection with this Agreement, Seller's affiliates or prospective purchasers of all or part of its business, who have agreed to keep such information confidential, or as required by Law or judicial process.
17. **Notices.** The Parties will send all notices relating to this Agreement in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "Notice"), provided that Seller may communicate or inquire about operational decisions by telephone. The Notices shall be delivered, with respect to Customer, to the address specified on the Coversheet. Customer agrees to inform Seller if any of the contact information provided on the Coversheet changes. The Notices shall be delivered, with respect to Seller, as follows:

Freepoint Energy Solutions LLC  
3050 Post Oak Blvd, Suite 1330  
Houston, TX 77056  
Attention: Freepoint Retail Operations  
Our website: [www.freepointsolutions.com](http://www.freepointsolutions.com)  
Email: [customerrelations@Freepointsolutions.com](mailto:customerrelations@Freepointsolutions.com)

Notice by electronic mail or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

18. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Agreement. Sections 5, 9, 11, 12, 13, 16 and 18 hereof and all provisions in this Agreement regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same Agreement. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized



representative of such other Party. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a third party, and all third party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party representing Customer in connection with this Agreement may be included in the Price and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by any such third party (including for amounts owed to any such third party that are not included in the Price) and any costs incurred by Seller with respect to such Claims (including legal fees and disbursements). Any provision or section hereof declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations that arise under this Agreement. Except as otherwise provided in this Agreement, the rights, powers, remedies, and privileges provided in this Agreement are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. No waiver by Seller of any breach of this Agreement by Customer is effective unless expressly made in writing, and any such waiver is effective only in that instance and only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach. As used in this Agreement, the term "including" means "including without limitation." Any fee, charge, Cost Component or cost that is expressed in \$ per MWh may be converted to \$ per kWh for purposes of billing or any other calculation made hereunder. Customer acknowledges that Seller and its Affiliates are in the business of buying and selling electricity and related products within the various markets for their own respective accounts and that (i) such participation in such markets may affect the relevant market prices used to determine charges hereunder and (ii) nothing in this Agreement restricts Seller or any of its Affiliates from participating in activities that may affect market prices. Subject to Customer's right to dispute invoices, Customer will not (a) withhold payment for any reason; (b) resell any portion of the electricity purchased from Seller to any third party or (c) own or use any on-site generation or thermal or battery storage capabilities at any Facility during the term hereof. This Agreement and all sales of electricity hereunder form a single integrated agreement between the Parties.

19. **Acknowledgements.** Each Party agrees, understands and acknowledges that: (a) this Agreement is a "forward contract" and a "master netting agreement" as defined in the United States Bankruptcy Code (the "Code"); (b) 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 a commodity; (c) Seller is not a "utility" as defined in the Code; (d) commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Customer's Utility; and (e) Customer's Utility, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.
20. **Conversion Option.** At any time during the Initial Term (but not more frequently than once during any six-month period), Customer may request Seller to provide new price quotes for its full electricity supply requirements or a part thereof, for the remaining Initial Term, a part thereof or an extended term (the "Conversion Option"). Seller shall endeavor to provide Customer non-binding quotes for the Conversion Option, provided that Seller does not guarantee staff availability for execution of any Conversion Option at a specific price or for a specific term, and provided further that Seller shall not be liable for failure to provide price quotes or execute any specific addendum therefor. No agreement for a Conversion Option will be deemed to exist between the Parties unless and until an addendum to this Agreement or superseding electricity supply agreement is executed and delivered by the Parties. For the avoidance of doubt, the Parties agree that if no such addendum or superseding agreement is entered into by the Parties, the Parties' respective rights and obligations will remain governed by and subject to the terms and conditions of this Agreement.
21. **Special Provisions for Facilities located in New Jersey.** Seller is licensed as an electric power supplier by the Commission under license no. ESL-0197. The name and energy service for which the Customer is solicited is shown on the Coversheet. The Customer's Utility remains responsible for the delivery of power and energy to the Customer's premises and will continue to respond to any service calls and emergencies. Switching to an electric power supplier is not mandatory and Customer has the option to remain with the Utility for basic generation service. Nothing contained in this Agreement will constitute a waiver of any rights Customer has under New Jersey or Federal consumer protection laws. Notwithstanding any other provision of this Agreement, the Price includes the New Jersey sales and use tax in effect as of the effective date of this Agreement and may be subject to change if there is a Regulatory Change as described in Section 7 hereof. If the 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 index has occurred, then Seller will use a commercially reasonable replacement price that is calculated by the Seller. If Seller incurs any Additional Charges in connection with a load change of any Facility, the Additional Charges will be equal to the applicable LMP multiplied by any hourly load change beyond +/- the Load Change Percentage of the applicable Facility's Forecasted Volume, plus any additional ISO or Utility charges. Seller makes no representations about guaranteed savings and does not offer budget billing. Customer represents and warrants to Seller that it is not a residential customer. Without limitation to Seller's rights in Sections 8 and 9 of this Agreement, if an Event of Default occurs and is continuing, Supplier may terminate the Agreement upon 30-days' Notice to Customer of such termination. If Customer fails to cure the Event of Default within the 30-day notice period, Seller may terminate the Agreement even if Customer subsequently cures the Event of Default after such period has expired. In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer Service as follows:

Freepoint Energy Solutions LLC

Our website: [www.freepointsolutions.com](http://www.freepointsolutions.com)

Customer Service Toll Free Number: 1-800-982-1670

Customer Service Fax Number: 1-713-583-9087

Customer Service Hours: Business Days from 8:00 AM to 5:00 PM central time

Customer Service Email: [CustomerRelations@freepointsolutions.com](mailto:CustomerRelations@freepointsolutions.com)

If your complaint is not resolved after you have called Seller and/or your Utility, Customer may contact the Commission for further assistance at 1-800-624-0241 (toll free), or at 44 S. Clinton Avenue, Trenton, NJ 08625, or online at <http://www.bpu.state.nj.us/bpu/about/contact/>. The Utility



is responsible for the distribution charges shown on each bill, as well as any emergencies and electric outages. In an electrical emergency or a power outage, Customer should immediately contact the relevant Utility:

**Atlantic City Electric ("ACE"):** 1-800-833-7476

**Jersey Central Power & Light ("JCPL")** 1-888-544-4877

**PSE&G:** 1-800-436-7734

As used in this Agreement, the following terms have the meanings set forth below:

**"Commission"** means the New Jersey Board of Public Utilities.

**"Protected Class Customer"** means a commercial electric customer with a cumulative peak load of 50 kilowatts or less.

**"Utility"** means the electric distribution company which is a public utility (as defined in N.J.S.A 48:2-13) that transmits and distributes electricity to end users in New Jersey.

22. **Definitions.** As used in this Agreement, the following terms have the stated meanings, provided that capitalized terms in this Agreement not defined in this Section will have the meaning ascribed thereto elsewhere in this Agreement (all definitions apply to singular and plural forms):
  - a. **"Administrative Fee"** means a fee charged by Seller for the electricity supply provided under this Agreement.
  - b. **"Ancillary Services"** means those applicable ancillary services required to facilitate delivery of Energy as set forth in the applicable ISO Open Access Transmission Tariff.
  - c. **"Bankrupt"** means with respect to a Party, such Party (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 proceeding 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.
  - d. **"Business Day"** means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by Law to be closed.
  - e. **"Capacity"** means the unforced capacity obligations as specified in the PJM Reliability Assurance Agreement.
  - f. **"Claim"** means all claims, demands, suits or actions of every name and nature, threatened or filed before or after this Agreement is terminated, both at law and in equity, and whether groundless, false, or fraudulent, that directly or indirectly relate to the subject matter of an indemnity contained in this Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys' fees and expenses and court costs) however incurred.
  - g. **"Collateral"** means, with respect to a Party, cash margin, letter of credit or other credit support or collateral provided to secure such Party's obligations under this Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral.
  - h. **"Commodity Charges"** means a portion of Customer's electricity bill for each Facility which shall be equal to Customer's Energy Usage at such Facility multiplied by the applicable Price, unless otherwise specified in any addenda hereto.
  - i. **"Contract Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (a) the Price, and (b) the Remaining Usage (as reasonably determined by Seller based on its present value).
  - j. **"Costs"** means, and shall include (at the election of Seller but without duplication), any brokerage fees, commissions and other transactional and/or administrative costs, losses and expenses incurred by Seller as a result of Seller's maintaining and/or terminating any hedges or other risk management contracts and/or entering into new arrangements to replace the Terminated Transactions, and any out-of-pocket expenses incurred by it, including attorneys' fees and expenses, by reason of the enforcement and protection of its rights under this Agreement or any Terminated Transaction.
  - k. **"Cost Component"** means the relevant electricity supply costs stated on the Coversheet or any addenda hereto which may be included in the Price as indicated on the Coversheet or any addenda hereto.
  - l. **"Default Service"** means default electric energy service as required by Law to be provided by the relevant Utility for any Facility.
  - m. **"Delivery Point"** means the load zone associated with each Facility.
  - n. **"Early Termination Amount"** means, with respect to a Terminated Transaction, the positive value (if any) resulting from the Contract Value less the Market Value, as reasonably determined by Seller and discounted to present value as of the Early Termination Date.
  - o. **"Energy"** means the electrical energy at a specific ISO load zone, calculated based on costs that will include the LMP.
  - p. **"Energy Usage"** means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period or as reasonably estimated by Seller, plus the applicable line losses.
  - q. **"Estimated Start Date"** means the date specified on the Facility Attachment.
  - r. **"Event of Default"** means: (a) the failure of a Party to make timely payments of any amounts due under this Agreement or a Party becomes Bankrupt; (b) any representation or warranty made by a Party in this Agreement proves to be false or misleading when made or repeated; (c) a Party fails to perform its obligations hereunder and (to the extent not excused by Force Majeure) such failure is not cured within five (5) days of receiving the other Party's Notice thereof; or (d) with respect to Customer only, (A) the failure by Customer to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in this Agreement (including having one or more Facilities disconnected from utility service by any Utility); (B) one or more Facilities fail to enroll; (C) Customer fails to provide Collateral in accordance with Section 10 within two (2) Business Days of receiving Seller's written demand therefor; or (D) a Transfer Event occurs with respect to Customer.
  - s. **"Facility"** means each electric account meter located at each service address specified to receive electricity supply pursuant to this Agreement as set forth on the Coversheet or any Facility Attachment.
  - t. **"Force Majeure"** means an event (a) not within the reasonable control of the Party, (b) not caused by the negligence of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, the claiming Party is unable to overcome or for which the claiming Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes: (a) an event of Force Majeure



affecting any relevant Utility or ISO; (b) a suspension, curtailment, or service interruption by the Utility or ISO or (c) a cyber incident affecting network security or computer systems, applications or data, including hacker and/or denial of service attacks, or propagation of malicious code affecting the claiming Party, the Utility or the ISO.

- u. **"Forecasted Volume"** means the Customer's expected kWh electricity consumption for each month of the Initial Term as set forth on any Facility Attachment or addenda hereto or as reasonably determined by Seller based on historical usage information.
- v. **"ISO"** means the applicable independent system operator.
- w. **"Law"** means any constitution, law, statute, regulation, rule, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- x. **"LMP"** means the real time locational marginal price for the Facility's applicable load zone, which is published by PJM for each settlement interval and expressed in \$/MWh, provided that the LMP may be converted to \$/kWh for billing purposes.
- y. **"Market Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such Remaining Usage is commercially available to Seller (all, with respect to (i) and (ii), as reasonably determined by Seller based on their present value).
- z. **"NSPL"** means the Facility's Network Service Peak Load as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- aa. **"Party" or "Parties"** means Seller and/or Customer, individually or together, as the case may be.
- bb. **"PJM"** means PJM Interconnection L.L.C., the regional transmission organization.
- cc. **"PLC"** means the Facility's Peak Load Contribution as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- dd. **"Price"** means, during the Initial Term, the unit price specified on the Coversheet or any addenda hereto, and after expiration of the Initial Term, the market based price determined by Seller in accordance with Section 3 hereof.
- ee. **"Regulatory Change"** means the introduction of any new, or any change in, Law, rates, charges, Capacity obligations, PLC or NSPL determinants, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, renewable portfolio standards or other renewable energy requirements, Utility or ISO/RTO operations, market structure, congestion zone design, Utility tariffs and/or ISO/RTO rules or protocols.
- ff. **"Remaining Usage"** means the electricity supply which would have been provided by Seller under each Terminated Transaction during the remaining term of this Agreement had the Agreement not been terminated, as reasonably determined by Seller.
- gg. **"Renewables"** means the mix of renewable energy sources required by Law (to meet renewable portfolio, renewable electricity and similar standards or requirements) in the state and other jurisdictions in which each Facility is located.
- hh. **"Service End Date"** means, with respect to each Facility, the meter read date occurring during the month specified on the Facility Attachment or if a meter read date is not scheduled by the Utility during such month, the meter read date occurring immediately thereafter.
- ii. **"Service Start Date"** means, with respect to each Facility, the date when the applicable Utility has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- jj. **"Taxes"** means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including gross receipts, sales, consumption, or commercial activity tax.
- kk. **"Termination Payment"** means, with respect to a Terminated Transaction, (i) the Early Termination Amount (if any) plus (ii) all of Seller's Costs.
- ll. **"Transfer Event"** means, with respect to Customer: (A) Customer merges or otherwise consolidates with another entity and the creditworthiness of the merged or consolidated entity (as reasonably determined by Seller) is either (i) inferior to Customer's or (ii) equal to or greater than Customer's but such entity fails to assume in writing all of Customer's obligations under this Agreement; (B) a majority of the direct or indirect ownership interests in Customer is sold, transferred or assigned and such new owner seeks to terminate or repudiate Agreement other than in accordance with the terms hereof; or (C) Customer sells all or substantially all of its assets to another person.
- mm. **"TPV"** means a Seller approved and third party verified recording.
- nn. **"Transmission"** means network transmission service and enhancement defined in the applicable ISO Open Access Transmission Tariff.



