MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the ___ day of _____ 20___ (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE"), a Delaware limited liability company and **_____.** ("Customer"). ENGIE and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3

SECTION 1. TRANSACTION TERMS AND CONDITIONS

1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation and the terms and conditions herein. Any conflict between the terms of this Agreement and an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should ENGIE fail to schedule the delivery of sufficient quantities of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.

1.2 Contract Price. Customer shall pay ENGIE the Contract Price as specified in an applicable Sales Confirmation.

1.3 Term. This Agreement shall be effective on the Effective Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply until both Parties have fulfilled all obligations with respect to the underlying transactions. The termination of this Agreement does not terminate any Sales Confirmation executed pursuant to this Agreement.

1.4 Billing and Payment. Following the receipt of Utility Related Charges, ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice setting forth the amount due for the preceding billing cycle. The invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data for the applicable billing cycle. Payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are determined to be owed to Customer shall be re-paid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. If ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

2.1 Notices. Notices and correspondence shall be in writing and delivered by regular or electronic mail, or similar means and deemed received on the date transmitted or delivered (after business hours on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may specify in writing to the other Party.

2.2 Taxes. Taxes means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.

2.3 Title, Risk of Loss. Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.

2.4 Credit Assurances. If requested by a Party, the other Party or its Guarantor shall provide copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other with written notice requesting Performance Assurance in an amount determined in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance. In the event the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.

2.5 Force Majeure. Force Majeure means an event that is beyond the reasonable control of the claiming party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute or shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences. Nothing contained herein shall be construed to require a claiming party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than to make payments due) will be suspended. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

2.6 Events of Default. An "Event of Default" means: (a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice, or (b) Customer cancels, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider, after the Effective Date of a Sales Confirmation executed pursuant to this Agreement; or (c) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (d) the failure by a Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof; or (e) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (f) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (g) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or insolvent.

2.7 Remedies upon Event of Default. If an Event of Default occurs, the non-defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If non-defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). The non-defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the defaulting Party, and the Termination Payment shall be due from the defaulting Party within five (5) Business Days thereafter.

2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.

2.10 Representations and Warranties. Each Party, with respect to itself, represents and warrants: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business in jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) 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; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) 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; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account or dwelling, or if classified by the applicable utility as residential, is solely for or incidental to commercial or business use, activity or purpose. ENGIE and its successors and assignees make no warranty of any kind, either express of implied, including implied warranty of merchantability and fitness for a particular purpose with regard to the services ENGIE provides or activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

2.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, advisors, insurers, counselors or accountants) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement.

2.12 Modification. No amendment or modification will be enforceable unless reduced to writing and executed by the Parties.

2.13 Assignment**.** Customer may not assign this Agreement without the prior written consent of ENGIE. ENGIE may sell, transfer, or assign the accounts receivable, revenues, or proceeds in connection with any financing agreement, purchase of accounts receivables program or billing services agreement. ENGIE may assign this Agreement to another energy supplier, energy services company, retail energy provider, or other entity without consent.

2.14 Billing Dispute Resolution. A Party may, in good faith, (a) dispute the correctness of any invoice or any adjustment to an invoice or (b) revise, rebill or adjust any incorrect invoice rendered under this Agreement within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. Each Party will investigate the matter and report the results to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.

2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. If a change in law renders performance under this Agreement illegal, the Parties shall attempt to renegotiate this Agreement to comply with such change, and if unable, the Parties' obligations hereunder shall terminate upon the date the change in law becomes effective.

2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO VENUE AND PERSONAL JURISDICTION IN FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*.

2.17 **WAIVER OF JURY TRIAL**. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.**

2.18 Class Action and Collective Claims Waiver. To the maximum extent permitted by law, Customer agrees that any dispute, claim, or controversy arising out of or relating to this Agreement or the transactions contemplated herein shall be resolved on an individual basis only, and not on a class, collective, representative, or consolidated basis. Customer irrevocably and unconditionally agrees to waive any and all right to initiate or become a party to any class action claim or lawsuit with respect to any action, suit, or proceeding directly or indirectly relating to this Agreement or the transactions contemplated herein.

2.19 Misc. This Agreement and a Sales Confirmation executed in accordance with this Agreement constitute the entire agreement. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

Bankrupt means with respect to any entity, such entity (i) files a petition or otherwise commences, or authorizes the commencement of a proceeding or cause of action under a bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day is 8:00 a.m. - 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.
Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.
Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.
Firm Full Requirements Service means that either Party shall only be relieved of its obligations without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.
Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority.
Guarantor means an entity providing a guaranty of payment in favor of the other Party.
Interest Rate means the lesser of one and 1 ½ % per month or the maximum rate permitted by applicable law.
ISO means an Independent System Operator to be specified on a Sales Confirmation.
Material Adverse Change shall mean Customer's credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.
Performance Assurance means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to the requesting Party.
RTO means the applicable regional transmission organization responsible for moving electricity over large interstate areas.
Utility Related Charges is defined in the applicable Sales Confirmation.
Utility Transfer Date means the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or any liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

SECTION 4. NOTICES

	BUSINESS / PRIMARY CONTACT	BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources	**Payment Address**: ENGIE Resources LLC PO Box 841680 Dallas, TX 75284-1680
STREET ADDRESS:			Physical Address – 1360 Post Oak Blvd. Houston, Texas 77056	**Overnight Address**: ENGIE Resources LLC Bank of America Lockbox Services Lockbox 841680 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207
CITY, STATE, ZIP:			Mailing Address – PO Box 841680 Dallas, Texas 75284-1680	
PHONE #:			**1-866-MyENGIE** (1-866-693-6443) 7 am – 6 pm CST	**Electronic Payment**: Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207
FAX #:			(713) 636-0927	
EMAIL:			**care@engieresources.com**	**Self-service billing online**: MyEngiePortal https://accounts.engieresources.com

If Customer account(s) are tax exempt, please provide valid tax exemption certificate(s) when submitting the executed contract to ENGIE. **No tax exemption will be applied until ENGIE receives valid tax exemption certificate(s).**

The Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Customer:	**ENGIE Resources LLC**
Signature:	**Signature:**
Print Name:	**Print Name:**
Print Title:	**Print Title:**
Date:	**Date:**

[Internal Use Only - Agreement #_____

CONNECTICUT ELECTRIC ENERGY AGREEMENT
COMMERCIAL SERVICE

CUSTOMER INFORMATION	
Business Name (*legal contracting entity*):	
DBA / Assumed Name:	
Customer Contact Name & Title:	
Telephone:	
E-mail:	
Identification: (***one of the following***) Federal Tax ID No. (EIN)_____ DUNS No._____ State ID or DL No._____	
Physical Business Address: (*cannot be a P.O. Box*)	
Billing/Mailing Address:	

CONTRACT INFORMATION			
Product: Fixed with Pass-Through Components		**Contract price ($/kwh): $0.**	
Start Date: *Enrollment on Utility Transfer Date on or after:*	_____/01/_____ (MONTH/DAY/YEAR)	**End Date:** *Utility Transfer Date on or following:*	_____/Last Day/_____ (MONTH/DAY/YEAR)

The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

ACKNOWLEDGMENT AND CONSENT

I agree to the Product and Contract Price and Terms of Service at the accounts listed below. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.** I have reviewed the Facility/Service Address(es) and Account Number(s) below for accuracy and verify each is owned by me or under my control and I have the authority to enter into this Agreement. **If your maximum demand is 500kW or less, you may cancel this Agreement until midnight of the 3rd business day after the Effective Date. To cancel, contact ENGIE's customer service department at 1-866-MYENGIE or care@engiresources.com.**

Customer Signature:		**ENGIE Signature:**	
Print Name:		**Print Name**:	
Print Title:		**Print Title**:	
Date:		**Date**:	

ENGIE RESOURCES	PAYMENT INFORMATION	
1360 Post Oak Blvd, Suite 400 **Houston, Texas 77056** **1-866-MYENGIE** **care@engieresources.com**	**Mailing Address:** Engie Resources LLC PO Box 841680 Dallas, Texas 75284-1680 **Electronic Payments:** Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207	**Overnight Mailing Address:** Engie Resources LLC Bank of America Lockbox Services - Lockbox 841680 1950 N Stemmons Freeway - Suite 5010 Dallas, Texas 75207 **Self-service billing online**: MyEngiePortal https://accounts.engieresources.com

If Customer account(s) are tax exempt, Customer must provide a provide valid tax exemption certificate(s) when submitting the executed contract to ENGIE. **No tax exemption will be applied until ENGIE receives valid tax exemption certificate(s).**

FACILITIES/ACCOUNTS

NO.	FACILITY NAME/ SERVICE ADDRESS	CITY, STATE, ZIP	UTILITY	DELIVERY POINT	ACCOUNT NUMBER
1					
2					
3					
4					
5					
6					
7					
8					

SECTION 1. TERMS OF SERVICE

1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's consumption is not subject to a maximum or minimum usage limit, however Customer may not discontinue electric service prior to the End Date unless due to a sale or closure as set forth in Section 2.5. The electric energy service provided by ENGIE is subject to the acceptance by and eligibility requirements of Customer's local transmission and distribution utility and acceptance and approval by ENGIE based on factors including market fluctuations and Customer's facility(ies) historical usage.

1.2 Term. Service shall commence on the first available Utility Transfer Date on or following the Start Date. Service shall remain through the first available Utility Transfer Date following the End Date. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness.

1.3 Post-Term Service. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: (i) executing an agreement with ENGIE for new terms and conditions of service, (ii) transferring service to another competitive supplier, or (iii) transferring service to the default service provider or disconnecting service. To cancel post-term service and request ENGIE to transfer Customer's accounts to the default service provider or to disconnect service, Customer may contact ENGIE's Customer Care Department: (1) by phone (toll-free) at 1-866-693-6443 Monday - Friday 7am-6pm CST: or (2) by email at care@engieresources.com; or (3) through an online request to the ENGIE Resources Support Portal at https://resources-support.freshdesk.com/support/home; or (4) through the chat function available in the MyENGIE Customer Portal at https://resources-support.freshdesk.com/support/login. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE. The price for post-term service may include a broker fee. Taxes and Utility Related Charges are not included and are separately listed in an invoice. Either Party may cancel post-term service at any time following expiration of the Transaction Term without fee, penalty, or liability.

1.4 Billing and Payment. For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For EFT, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer's bank account. ENGIE may charge a one-time late fee of five percent (5%) on any past due balance. ENGIE may report payment history to credit agencies**.** If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. This time limitation shall not apply to revised or adjusted billing if such revision or adjustment is a result outside of the control of ENGIE including but not limited to revised or corrected usage from a utility or other utility related charges. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables ("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).

1.5 **Contract Price**. Customer shall pay the Contract Price per kWh of electric energy consumed in a Billing Cycle (plus a $4.99 service fee if consumption is less than 1,000 kWh per invoice). The Contract Price may include a broker fee and includes (unless otherwise stated below) non-utility charges including energy, ancillary services, congestion, losses, capacity, and current network integrated transmission charges (provided that changes to rate or obligation effective after contract execution may be passed through to Customer). Capacity costs are included using the latest published information at the time of contract execution and shall be adjusted (charge or credit) to reflect final costs.

1.6 **Costs Not Included in the Contract Price**. The Contract Price does not include reliability-related charges, such as RMR, DOE 202c, the Inventoried Energy Program (IEP), Fuel Security, FERC Order 745 demand response, or emergency-related ISO or Utility charges, nor any new or increased ancillary service charge by the Utility or ISO, all of which will be passed through to Customer if implemented. All costs and charges associated with ISO-NE's Day Ahead Ancillary Service (DAAS) are not included in the Contract Price, are passed through and charged to Customer, and may vary from month to month. For dual billing, DAAS is a monthly line item charge on Customer's invoice. For rate ready billing, the DAAS charge in Customer's Contract Price is adjusted accordingly. The Contract Price does not include costs for offshore wind renewable energy obligations, which will periodically be passed through to Customer if implemented. The Contract Price does not include Taxes or Utility Related Charges.

1.7 Conditions to Transact. Service may be conditioned upon a credit screen by ENGIE, a review of Customer's recent invoices, verification of a satisfactory credit score, or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.

1.8 Addition or Deletion of Facilities. Customer may request to add facilities at the Contract Price, or to delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

1.9 Option to Blend and Extend. Customer may request ENGIE to offer a "blend and extend" transaction in which Customer may benefit from lower rates in exchange for an extension to the Term. This is within ENGIE's sole discretion and may require the execution of an amendment to this Agreement or a new agreement, as applicable.

SECTION 2. GENERAL TERMS AND CONDITIONS

2.1 Notices. Notices, correspondence, and address changes shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.

2.2 Taxes and Title. Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or

ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point. Customer must provide any applicable valid and current Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.

2.3 Credit. If: (i) ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, or (ii) during the Term, Customer's anticipated energy usage or actual energy usage exceeds 2000 MWHs within a 12-month period (which may be calculated monthly or based on annual anticipated usage), ENGIE may provide Customer with written notice requiring a deposit in an amount determined by ENGIE in a commercially reasonable manner. Upon receipt of notice, Customer shall have three (3) Business Days to remit the deposit to ENGIE. In the event Customer fails to timely remit the required deposit, ENGIE may terminate this Agreement and Customer shall pay an Early Termination Fee calculated as set forth in this Agreement. Customer will remain responsible for the billing and payment obligations until service is cancelled, disconnected, switched to another provider, transferred to default service, or otherwise discontinued.

2.4 Force Majeure. "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance; This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

2.5 Default, Early Termination and Cancellation. If Customer cancels or terminates this Agreement, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider Agreement after the Effective Date or during the Transaction Term, Customer will be charged an Early Termination Fee (ETF). ENGIE may terminate this Agreement: (a) if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or (b) Customer fails to make any payment or deposit when due; or (c) Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law or (d) breaches a material representation or obligation under this Agreement. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The Early Termination Fee is calculated as set forth below:

ANNUAL USAGE BY METER (KWH)	ETF FEE (PER METER) X REMAINING MONTHS IN CONTRACT TERM
0-199,999	$250
200,000-499,999	$500
500,000-999,999	$1000

The Early Termination Fee shall be due within 15 Business Days of written notice to Customer. No Early Termination Fee will be due if Customer discontinues service at a facility prior to the End Date due to the sale or closure of the facility address, provided that Customer provides thirty (30) days advance written notice to ENGIE, a forwarding address, and other evidence required by ENGIE verifying that Customer has sold or no longer occupies the facility. Customer will remain responsible for the billing and payment obligations until ENGIE service is terminated, switched to another provider, transferred to the default service provider, or otherwise discontinued.

2.6 Limitation of Liability. For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, the liability of the defaulting party is limited to direct actual damages and all other damages are waived. In no event shall either party be liable for or entitled to consequential, punitive, or indirect damages.

2.7 Indemnification. Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.

2.8 Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed the facility table is a residence or dwelling, or if classified by the applicable utility as residential, is solely for or incidental to commercial or business use, activity or purpose. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

2.9 Assignment. Customer may not assign this Agreement without the prior written consent of ENGIE. ENGIE may sell, transfer, or assign the accounts receivable, revenues, or proceeds in connection with any financing agreement, purchase of accounts receivables program or billing services agreement. ENGIE may assign this Agreement to another energy supplier, energy services company, retail energy provider, or other entity without consent.

2.10 **Change in Law. If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer**.

2.11 Governing Law. This Agreement and all matters arising out of or relating to it shall be governed and construed in accordance with the laws of the State of Texas, without regard to any conflicts-of-law principle that directs the application of another jurisdiction's laws. Each Party consents to venue and personal jurisdiction in Federal or State court within Houston, Harris County, Texas in any action or

suit commenced in such court, and each Party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or forum non conveniens.

2.12 **WAIVER OF JURY TRIAL**. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.**

2.13 **CLASS ACTION AND COLLECTIVE CLAIMS WAIVER.** To the maximum extent permitted by law, Customer agrees that any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved on an individual basis only, and not on a class, collective, representative, or consolidated basis. Customer irrevocably and unconditionally agrees to waive any and all right to initiate or become a party to any class action claim or lawsuit with respect to any action, suit, or proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated herein.

2.14 Misc. No modification will be enforceable unless in writing and executed by both Parties. If any provision is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In any action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees. Customer consents to the utility sharing billing and payment information with ENGIE, including participation in budget billing or extended payment arrangements; and Customer authorizes ENGIE to obtain all data necessary for enrollment and to provide services including account information and meter usage data (including interval usage data) and credit history. ENGIE will not release Customer confidential information without a written authorization statement that includes Customer name, account number(s), and the utility assigned authorization. Confidential information includes Customer name, address, e-mail address and telephone number, and individual payment information. Customer acknowledges ENGIE has authority to make rates and tariff selections necessary to meet obligations of this Agreement.

2.15 Commission Contact Information. CT Public Utilities Regulatory Authority (800) 382-4586. 10 Franklin Square, New Britain, CT 06051.

SECTION 3. DEFINITIONS

Billing Cycle means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility.

Business Day means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's principal place of business. The relevant Party shall be the Party to whom the notice or payment is being sent/received by.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations hereunder without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Utility Related Charges means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.

Customer:
PR #:
Contract #:

CONNECTICUT ELECTRIC ENERGY AGREEMENT
COMMERCIAL SERVICE - FIXED PRICE

This Electric Energy Agreement (the "Agreement") is effective the [Day] day of [Month] 20[Year] (the "**Effective Date**") between ENGIE Resources LLC ("**ENGIE**") and Customer Legal Entity Name ("**Customer**").

SECTION 1. TRANSACTION TERMS AND CONDITIONS

1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's consumption is variable and not subject to a maximum or minimum usage limit, however Customer may not close a facility or service location or otherwise discontinue electric service prior to the End Date.

1.2 Term. Service shall commence on the first available Utility Transfer Date on or following the Start Date as specified in Attachment A, Exhibit 1. Service shall remain through the first available Utility Transfer Date following the End Date. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness.

1.3 Post-Term Service. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: (i) executing an agreement with ENGIE for new terms and conditions of service, (ii) transferring service to another competitive supplier, or (iii) transferring service to the default service provider or disconnecting service. To cancel post-term service and request ENGIE to transfer Customer's accounts to the default service provider or to disconnect service, Customer may contact ENGIE's Customer Care Department: (1) by phone (toll-free) at 1-866-693-6443 Monday - Friday 7am-6pm CST: or (2) by email at care@engieresources.com; or (3) through an online request to the ENGIE Resources Support Portal at https://resources-support.freshdesk.com/support/home; or (4) through the chat function available in the MyENGIE Customer Portal at https://resources-support.freshdesk.com/support/login. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE. The price for post-term service may include a broker fee. Taxes and Utility Related Charges are not included and are separately listed in an invoice. Either Party may cancel post-term service at any time following expiration of the Transaction Term without fee, penalty, or liability.

1.4 Billing and Payment. For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For EFT, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer's bank account. Overdue payments will accrue interest at the interest rate of 1 ½% per month from the due date to the date of payment. ENGIE may report payment history to credit agencies**.** If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. This time limitation shall not apply to revised or adjusted billing if such revision or adjustment is a result outside of the control of ENGIE including but not limited to revised or corrected usage from a utility or other utility related charges. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables ("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).

1.5 **Contract Price**. Customer shall pay the Contract Price per kWh of electric energy consumed in a Billing Cycle. The Contract Price may include a broker fee and includes (unless otherwise stated below) non-utility charges including energy, ancillary services, congestion, losses, capacity, and current network integrated transmission charges (provided that changes to rate or obligation effective after contract execution may be passed through to Customer). Capacity costs are included using the latest published information at the time of contract execution and shall be adjusted (charge or credit) to reflect final costs.

1.6 **Costs Not Included in the Contract Price**. The Contract Price does not include reliability-related charges, such as RMR, DOE 202c, the Inventoried Energy Program (IEP), Fuel Security, FERC Order 745 demand response, or emergency-related ISO or Utility charges, nor any new or increased ancillary service charge by the Utility or ISO, all of which will be passed through to Customer if implemented. All costs and charges associated with ISO-NE's Day Ahead Ancillary Service (DAAS) are not included in the Contract Price, are passed through and charged to Customer, and may vary from month to month. For dual billing, DAAS is a monthly line item charge on Customer's invoice. For rate ready billing, the DAAS charge in Customer's Contract Price is adjusted accordingly. The Contract Price does not include costs for offshore wind renewable energy obligations, which will periodically be passed through to Customer if implemented. The Contract Price does not include Taxes or Utility Related Charges.

1.7 Conditions to Transact. Service may be conditioned upon a credit screen by ENGIE; a review of Customer's recent invoices, verification of a satisfactory credit score, or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.

1.8 Addition or Deletion of Facilities. Customer may request to add facilities at the Contract Price, or delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

1.9 Option to Blend and Extend**.** Customer may request ENGIE to offer a "blend and extend" transaction in which Customer may benefit from lower rates in exchange for an extension to the Term. This is within ENGIE's sole discretion and may require the execution of an amendment to this Agreement or a new agreement, as applicable.

SECTION 2. GENERAL TERMS AND CONDITIONS

2.1 Notices. Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.

2.2 Taxes and Title. Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point. Customer must provide any applicable valid and current Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.

2.3 Credit. If ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit in an amount determined by ENGIE in a commercially reasonable manner. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE. In the event Customer fails to timely remit the required deposit, ENGIE may terminate this Agreement and Customer shall pay an Early Termination Fee calculated as set forth this Agreement.

2.4 Force Majeure. "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance; This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

2.5 Default, Early Termination and Cancellation. If Customer cancels or terminates this Agreement, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider Agreement after the Effective Date or during the Transaction Term, Customer will be charged an Early Termination Fee equal to the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by ENGIE in a commercially reasonable manner. ENGIE may terminate this Agreement: (a) if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or (b) Customer fails to make any payment or deposit when due; or (c) Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law; or (d) breaches a material representation or obligation under this Agreement. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The Early Termination Fee shall be due within 15 Business Days of written notice to Customer.

2.6 Limitation of Liability. For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, the liability of the defaulting party is limited to direct actual damages and all other damages are waived. In on event shall either party be liable for or entitled to consequential, punitive, or indirect damages.

2.7 Indemnification. Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.

2.8 Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed on Attachment A, Exhibit 1 is for a residence or dwelling, or if classified by the applicable utility as residential, is solely for or incidental to commercial or business use, activity or purpose. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

2.9 Assignment. Customer may not assign this Agreement without the prior written consent of ENGIE. ENGIE may sell, transfer, or assign the accounts receivable, revenues, or proceeds in connection with any financing agreement, purchase of accounts receivables program or billing services agreement. ENGIE may assign this Agreement to another energy supplier, energy services company, retail energy provider, or other entity without consent.

2.10 Change in Law. If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer.

2.11 Governing Law. This Agreement and all matters arising out of or relating to it shall be governed and construed in accordance with the laws of the State of Texas, without regard to any conflicts-of-law principle that directs the application of another jurisdiction's laws. Each Party consents to venue and personal jurisdiction in Federal or State court within Houston, Harris County, Texas in any action or suit commenced in such court, and each Party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or forum non conveniens.

2.12 **WAIVER OF JURY TRIAL**. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.**

2.13 **CLASS ACTION AND COLLECTIVE CLAIMS WAIVER.** To the maximum extent permitted by law, Customer agrees that any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved on an individual basis only, and not on a class, collective, representative, or consolidated basis. Customer irrevocably and unconditionally agrees to waive any and all right to initiate or become a party to any class action claim or lawsuit with respect to any action, suit, or proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated herein.

2.14 Misc. No modification to this Agreement will be enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In any action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees.

SECTION 3. DEFINITIONS

Billing Cycle means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility.
Business Day means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's principal place of business. The relevant Party shall be the Party to whom the notice or payment is being sent/received by.
Firm Full Requirements Service means that either Party shall only be relieved of its obligations hereunder without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.
Utility Related Charges means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.

SECTION 4. NOTICES

CUSTOMER INFORMATION	BUSINESS CONTACT	BILLING CONTACT
Name and Title		
Address		
City, State, Zip		
Phone Number		
Email Address		
Federal Tax ID Number ((EIN)		
DUNS No.		

ENGIE RESOURCES	PAYMENT INFORMATION	
1360 Post Oak Blvd, Suite 400 **Houston, Texas 77056** **1-866-MYENGIE** **care@engieresources.com**	**Mailing Address:** Engie Resources LLC PO Box 841680 Dallas, Texas 75284-1680 **Electronic Payments:** Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207	**Overnight Mailing Address:** Engie Resources LLC Bank of America Lockbox Services - Lockbox 841680 1950 N Stemmons Freeway - Suite 5010 Dallas, Texas 75207 **Self-service billing online**: MyEngiePortal https://accounts.engieresources.com

If Customer account(s) are tax exempt, Customer must provide a provide valid tax exemption certificate(s) when submitting the executed contract to ENGIE. **No tax exemption will be applied until ENGIE receives valid tax exemption certificate(s).**

Customer agrees to the Agreement and verifies the facility(ies) is/are owned by or under Customer's control and Customer has authority to enter into this Agreement. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.** If your maximum demand is 500kW or less, you may cancel this Agreement until midnight of the 3rd business day after the Effective Date. To cancel, contact ENGIE's customer service department at 1-866-MY ENGIE or care@engieresources.com. **THIS AGREEMENT MUST INCLUDE AN IDR DATA AUTHORIZATION FORM COMPLETED AND SIGNED BY CUSTOMER.**

Customer: Customer Legal Entity Name	**ENGIE Resources LLC**
Signature:	**Signature:**
Print Name:	**Print Name:**
Print Title:	**Print Title:**
Date:	**Date:**

SALES CONFIRMATION
Connecticut
Fixed Price RTC

This Sales Confirmation is entered on 10/1/2026 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and _____ ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date.

Post-Term Service. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: (i) executing an agreement with ENGIE for new terms and conditions of service, (ii) transferring service to another competitive supplier, or (iii) transferring service to the default service provider or disconnecting service. To cancel post-term service and request ENGIE to transfer Customer's accounts to the default service provider or to disconnect service, Customer may contact ENGIE's Customer Care Department: (1) by phone (toll-free) at 1-866-693-6443 Monday - Friday 7am-6pm CST: or (2) by email at care@engieresources.com; or (3) through an online request to the ENGIE Resources Support Portal at https://resources-support.freshdesk.com/support/home; or (4) through the chat function available in the MyENGIE Customer Portal at https://resources-support.freshdesk.com/support/login. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE. The price for post-term service may include a broker fee. Taxes and Utility Related Charges are not included and are separately listed in an invoice. Either Party may cancel post-term service at any time following expiration of the Transaction Term without fee, penalty or liability.

Full Swing Transaction: Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle and the pricing components listed below.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation, the Contract Price may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses, and capacity. and current network integrated transmission charges (provided that changes to rate effective after contract execution may be passed through to Customer) The Contract Price does not include reliability-related charges, such as RMR, DOE 202c, the Inventoried Energy Program (IEP), Fuel Security, FERC Order 745 demand response, or emergency-related ISO or Utility charges, nor any new or increased ancillary service charge by the Utility or ISO, all of which will be passed through to Customer if implemented. Capacity costs, unless separately listed as a pass-through obligation, are included using the latest published information at the time of contract execution and shall be adjusted (charge or credit) to reflect final costs.

Day Ahead Ancillary Service Pass-Through Charge. All costs and charges associated with ISO-NE's Day Ahead Ancillary Service (DAAS) are not included in the Contract Price and are passed through and charged to Customer. For dual billing, DAAS is a monthly line item charge on Customer's invoice. For rate ready billing, the DAAS charge in Customer's Contract Price is adjusted accordingly.

Offshore Wind Renewable Energy. The Contract Price does not include costs for offshore wind renewable energy obligations, which will periodically be passed through to Customer if implemented.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

Payment Terms: **Net 20** days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from

Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the utility uses a "rate ready" billing system, the Contract Price during the post-term period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

Assignment. Notwithstanding anything to the contrary in the Master Agreement or any governing or enabling agreement, amendment, or addendum between the Parties, the following assignment provision shall replace and supersede any assignment provision therein: Assignment**.** Customer may not assign any agreement or transaction confirmation between the Parties without the prior written consent of ENGIE. ENGIE may sell, transfer, or assign the accounts receivable, revenues, or proceeds in connection with any financing agreement, purchase of accounts receivables program or billing services agreement. ENGIE may assign any agreement or transaction confirmation between the Parties to another energy supplier, energy services company, retail energy provider, or other entity without consent.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic loss it incurred thereby. Any loss that ENGIE reasonably concludes is material shall be due from Customer. Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

THIS AGREEMENT, IF APPLICABLE BASED ON UTILITY/LOCAL DISTRIBUTION COMPANY REQUIREMENTS, MUST INCLUDE AN IDR DATA AUTHORIZATION FOR COMPLETED AND SIGNED BY CUSTOMER.

If your maximum demand is 500kW or less, you have the right to cancel this service agreement until midnight of the third business day after the date of this agreement. To cancel this service agreement, you may contact ENGIE's customer service department at 1-866-MY ENGIE or care@engieresources.com or by mail at ENGIE Resources, 1360 Post Oak Blvd., Ste. 400, Houston, TX 77056.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: SUNSHINE DELI LLC	**ENGIE Resources LLC**

Signature:	**Signature:**
Print Name:	**Print Name:**
Print Title:	**Print Title:**
Date:	**Date:**
CUSTOMER DUNS NUMBER: _____ **CUSTOMER FEDERAL TAX ID NUMBER (EIN):** _____	

	BUSINESS / PRIMARY CONTACT	**BILLING CONTACT**	**ENGIE Resources CONTACT**	**CUSTOMER PAYMENTS**
NAME: **ATTN:**			ENGIE Resources	**Payment Address**: ENGIE Resources LLC PO Box 841680 Dallas, TX 75284-1680 **Overnight Address**: ENGIE Resources LLC Bank of America Lockbox Services Lockbox 841680 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207 **Electronic Payment**: Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207 **Self-service billing online**: MyEngiePortal https://accounts.engieresources.com
STREET ADDRESS:			Physical Address – 1360 Post Oak Blvd. Suite 400 Houston, Texas 77056	
CITY, STATE, ZIP:			Mailing Address – PO Box 841680 Dallas, Texas 75284-1680	
PHONE #:			1-866-MYENGIE	
FAX #:			(713) 636-0927	
EMAIL:			care@engieresources.com	

___Check here if account(s) are tax exempt. If Customer account(s) are tax exempt, please provide valid tax exemption certificate(s) when submitting the executed contract to ENGIE. **No tax exemption will be applied until ENGIE receives valid tax exemption certificate(s).**

Customer:
PR #:
Contract #:

CONNECTICUT ELECTRIC ENERGY AGREEMENT
COMMERCIAL SERVICE - INDEX PRICE

This Electric Energy Agreement (the "Agreement") is effective the [Day] day of [Month] 20[Year] (the "**Effective Date**") between ENGIE Resources LLC ("**ENGIE**") and Customer Legal Entity Name ("**Customer**").

SECTION 1. TRANSACTION TERMS AND CONDITIONS

1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's consumption is variable and not subject to a maximum or minimum usage limit, however Customer may not close a facility or service location or otherwise discontinue electric service prior to the End Date.

1.2 Term. Service shall commence on the first available Utility Transfer Date on or following the Start Date as specified in Attachment A, Exhibit 1. Service shall remain through the first available Utility Transfer Date following the End Date. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness.

1.3 Post-Term Service. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: (i) executing an agreement with ENGIE for new terms and conditions of service, (ii) transferring service to another competitive supplier, or (iii) transferring service to the default service provider or disconnecting service. To cancel post-term service and request ENGIE to transfer Customer's accounts to the default service provider or to disconnect service, Customer may contact ENGIE's Customer Care Department: (1) by phone (toll-free) at 1-866-693-6443 Monday - Friday 7am-6pm CST: or (2) by email at care@engieresources.com; or (3) through an online request to the ENGIE Resources Support Portal at https://resources-support.freshdesk.com/support/home; or (4) through the chat function available in the MyENGIE Customer Portal at https://resources-support.freshdesk.com/support/login. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE. The price for post-term service may include a broker fee. Taxes and Utility Related Charges are not included and are separately listed in an invoice. Either Party may cancel post-term service at any time following expiration of the Transaction Term without fee, penalty, or liability.

1.4 Billing and Payment. For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For EFT, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer's bank account. Overdue payments will accrue interest at the interest rate of 1 ½% per month from the due date to the date of payment. ENGIE may report payment history to credit agencies**.** If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. This time limitation shall not apply to revised or adjusted billing if such revision or adjustment is a result outside of the control of ENGIE including but not limited to revised or corrected usage from a utility or other utility related charges. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables ("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).

1.5 **Contract Price: Monthly Index Charge plus Retail Adder Price**. Customer shall pay an amount equal to the product of the electric energy consumed and the weighted average (in accordance with a particular account's hourly consumption or utility rate class consumption profile) of the hourly Day Ahead Locational Marginal Price as posted by the ISO. Customer shall also pay the Retail Adder Price specified in Attachment A per kwh of electric energy consumed. The Retail Adder Price may include a broker fee and includes (unless otherwise stated below) non-utility charges including energy, ancillary services, congestion, losses, capacity, and current network integrated transmission charges (provided that changes to rate or obligation effective after contract execution may be passed through to Customer). Capacity costs are included using the latest published information at the time of contract execution and shall be adjusted (charge or credit) to reflect final costs. This is an index product that changes based on market conditions; there is no limit on how much the price may change from one billing cycle to the next.

1.6 **Costs Not Included in the Contract Price**. The Contract Price does not include reliability-related charges, such as RMR, DOE 202c, the Inventoried Energy Program (IEP), Fuel Security, FERC Order 745 demand response, or emergency-related ISO or Utility charges, nor any new or increased ancillary service charge by the Utility or ISO, all of which will be passed through to Customer if implemented. All costs and charges associated with ISO-NE's Day Ahead Ancillary Service (DAAS) are not included in the Contract Price, are passed through and charged to Customer, and may vary from month to month. For dual billing, DAAS is a monthly line item charge on Customer's invoice. For rate ready billing, the DAAS charge in Customer's Contract Price is adjusted accordingly. The Contract Price does not include costs for offshore wind renewable energy obligations, which will periodically be passed through to Customer if implemented. The Contract Price does not include Taxes or Utility Related Charges.

1.7 Conditions to Transact. Service may be conditioned upon a credit screen by ENGIE, a review of Customer's recent invoices, verification of a satisfactory credit score, or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.

1.8 Addition or Deletion of Facilities. Customer may request to add facilities at the Contract Price, or delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

1.9 Option to Blend and Extend**.** Customer may request ENGIE to offer a "blend and extend" transaction in which Customer may benefit from lower rates in exchange for an extension to the Term. This is within ENGIE's sole discretion and may require the execution of an amendment to this Agreement or a new agreement, as applicable.

SECTION 2. GENERAL TERMS AND CONDITIONS

2.1 Notices. Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.

2.2 Taxes and Title. Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point. Customer must provide any applicable valid and current Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.

2.3 Credit. If ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit in an amount determined by ENGIE in a commercially reasonable manner. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE. In the event Customer fails to timely remit the required deposit, ENGIE may terminate this Agreement and Customer shall pay an Early Termination Fee calculated as set forth this Agreement.

2.4 Force Majeure. "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance. This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

2.5 Default, Early Termination and Cancellation. If Customer cancels or terminates this Agreement, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider Agreement after the Effective Date or during the Transaction Term, Customer will be charged an Early Termination Fee equal to the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by ENGIE in a commercially reasonable manner. ENGIE may terminate this Agreement: (a) if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or (b) Customer fails to make any payment or deposit when due; or (c) Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law; or (d) breaches a material representation or obligation under this Agreement. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The Early Termination Fee shall be due within 15 Business Days of written notice to Customer.

2.6 Limitation of Liability. For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, the liability of the defaulting party is limited to direct actual damages and all other damages are waived. In on event shall either party be liable for or entitled to consequential, punitive, or indirect damages.

2.7 Indemnification. Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.

2.8 Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed on Attachment A, Exhibit 1 is for a residence or dwelling, or if classified by the applicable utility as residential, is solely for or incidental to commercial or business use, activity or purpose. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

2.9 Assignment. Customer may not assign this Agreement without the prior written consent of ENGIE. ENGIE may sell, transfer, or assign the accounts receivable, revenues, or proceeds in connection with any financing agreement, purchase of accounts receivables program or billing services agreement. ENGIE may assign this Agreement to another energy supplier, energy services company, retail energy provider, or other entity without consent.

2.10 Change in Law. If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer.

2.11 Governing Law. This Agreement and all matters arising out of or relating to it shall be governed and construed in accordance with the laws of the State of Texas, without regard to any conflicts-of-law principle that directs the application of another jurisdiction's laws. Each Party consents to venue and personal jurisdiction in Federal or State court within Houston, Harris County, Texas in any action or suit commenced in such court, and each Party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or forum non conveniens.

2.12 **WAIVER OF JURY TRIAL**. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.**

2.13 **CLASS ACTION AND COLLECTIVE CLAIMS WAIVER.** To the maximum extent permitted by law, Customer agrees that any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved on an individual basis only, and not on a class, collective, representative, or consolidated basis. Customer irrevocably and unconditionally agrees to waive any and all right to initiate or become a party to any class action claim or lawsuit with respect to any action, suit, or proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated herein.

2.14 Misc. No modification to this Agreement will be enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In any action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees.

SECTION 3. DEFINITIONS

Billing Cycle means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility.
Business Day means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's principal place of business. The relevant Party shall be the Party to whom the notice or payment is being sent/received by.
Firm Full Requirements Service means that either Party shall only be relieved of its obligations hereunder without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.
Utility Related Charges means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.

SECTION 4. NOTICES

CUSTOMER INFORMATION	BUSINESS CONTACT	BILLING CONTACT
Name and Title		
Address		
City, State, Zip		
Phone Number		
Email Address		
Federal Tax ID Number ((EIN)		
DUNS No.		

ENGIE RESOURCES	PAYMENT INFORMATION	
1360 Post Oak Blvd, Suite 400 **Houston, Texas 77056** **1-866-MYENGIE** **care@engieresources.com**	**Mailing Address:** Engie Resources LLC PO Box 841680 Dallas, Texas 75284-1680 **Electronic Payments:** Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207	**Overnight Mailing Address:** Engie Resources LLC Bank of America Lockbox Services - Lockbox 841680 1950 N Stemmons Freeway - Suite 5010 Dallas, Texas 75207 **Self-service billing online**: MyEngiePortal https://accounts.engieresources.com

If Customer account(s) are tax exempt, Customer must provide a provide valid tax exemption certificate(s) when submitting the executed contract to ENGIE. **No tax exemption will be applied until ENGIE receives valid tax exemption certificate(s).**

Customer agrees to the Agreement and verifies the facility(ies) is/are owned by or under Customer's control and Customer has authority to enter into this Agreement. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.** If your maximum demand is 500kW or less, you may cancel this Agreement until midnight of the 3rd business day after the Effective Date. To cancel, contact ENGIE's customer service department at 1-866-MY ENGIE or care@engieresources.com. **THIS AGREEMENT MUST INCLUDE AN IDR DATA AUTHORIZATION FORM COMPLETED AND SIGNED BY CUSTOMER.**

Customer: Customer Legal Entity Name	**ENGIE Resources LLC**
Signature:	**Signature:**
Print Name:	**Print Name:**
Print Title:	**Print Title:**
Date:	**Date:**

SALES CONFIRMATION
Connecticut
Index Price RTC

This Sales Confirmation is entered on 10/1/2026 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and _____ ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date.

Post-Term Service. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: (i) executing an agreement with ENGIE for new terms and conditions of service, (ii) transferring service to another competitive supplier, or (iii) transferring service to the default service provider or disconnecting service. To cancel post-term service and request ENGIE to transfer Customer's accounts to the default service provider or to disconnect service, Customer may contact ENGIE's Customer Care Department: (1) by phone (toll-free) at 1-866-693-6443 Monday - Friday 7am-6pm CST: or (2) by email at care@engieresources.com; or (3) through an online request to the ENGIE Resources Support Portal at https://resources-support.freshdesk.com/support/home; or (4) through the chat function available in the MyENGIE Customer Portal at https://resources-support.freshdesk.com/support/login. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE. The price for post-term service may include a broker fee. Taxes and Utility Related Charges are not included and are separately listed in an invoice. Either Party may cancel post-term service at any time following expiration of the Transaction Term without fee, penalty or liability.

Contract Price: For all consumption that is not billed pursuant to a Price Lock, Customer shall pay ENGIE the Monthly Index Charge per kWhs of electric energy consumed in a Billing Cycle, plus the Retail Adder Price as specified in Attachment A and the pricing components listed below. For all consumption that is billed pursuant to a Price Lock, Customer shall pay ENGIE the Price Lock Price per kWhs of electric energy consumed in a Billing Cycle in a Price Lock term, plus the Retail Adder Price as specified in Attachment A and the pricing components listed below.

Monthly Index Charge: Customer shall pay the Monthly Index Charge per kWhs of electric energy consumed in a Billing Cycle. The Monthly Index Charge shall be the weighted average (in accordance with an applicable Account hourly consumption or utility rate class usage profile) of the hourly Day Ahead or Real Time (as specified for "Index" in Attachment A, Exhibit 1) Locational Marginal Price, or any successor price thereto, as posted by the ISO for the relevant delivery point identified in Attachment A, Exhibit 1 herein.

Retail Adder Price: Customer shall pay the Retail Adder Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed. Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation, the Retail Adder Price may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses, and capacity. and current network integrated transmission charges (provided that changes to rate effective after contract execution may be passed through to Customer) The Retail Adder Price does not include reliability-related charges, such as RMR, DOE 202c, the Inventoried Energy Program (IEP), Fuel Security, FERC Order 745 demand response, or emergency-related ISO or Utility charges, nor any new or increased ancillary service charge by the Utility or ISO, all of which will be passed through to Customer if implemented. Capacity costs, unless separately listed as a pass-through obligation, are included using the latest published information at the time of contract execution and shall be adjusted (charge or credit) to reflect final costs.

Day Ahead Ancillary Service Pass-Through Charge. All costs and charges associated with ISO-NE's Day Ahead Ancillary Service (DAAS) are not included in the Contract Price and are passed through and charged to Customer. For dual billing, DAAS is a monthly line item charge on Customer's invoice. For rate ready billing, the DAAS charge in Customer's Contract Price is adjusted accordingly.

Offshore Wind Renewable Energy. The Contract Price does not include costs for offshore wind renewable energy obligations, which will periodically be passed through to Customer if implemented.

Clean Peak Resources. Contract Price includes costs for compliance with the MA DOER Clean Peak Energy Standard Program for a minimum percentage of kilowatt-hour sales to end-use customers that must be derived from clean peak resources. Changes to the program or the cost of compliance after the Effective Date shall be passed through and charged to Customer.

Clean Energy Standard. Costs for ENGIE's compliance with the MA DOER and MA Department of Environmental Protection Clean Energy Standards set forth in 310 CMR Section 7.75 are included in the Contract Price.

Massachusetts CES-E Costs. Costs for ENGIE's compliance with the MassDEP CES-E requirement to maintain contribution from existing clean energy generation units are included in the Contract Price. An increase in costs resulting from changes occurring after the Effective Date to new regulations, legislation, amendment to existing legislation, or changes to the CES-E program will be passed through to Customer.

Price Lock: Customer may execute a price lock to fix the price for a percentage of its actual consumption in a billing cycle. A price lock must be executed at least three (3) business days prior to the applicable delivery month. **Each individual** price lock must be a minimum of 20% and in increments of 5% (ex. 20%, 25%, 30%, 35%, etc.). For each billing cycle during which a Price Lock is in effect, Customer shall pay ENGIE an amount equal to the price lock price ($/kWh) x price lock quantity percent x Customer's metered consumption, plus the Retail Adder Price as specified in Attachment A and the pricing components listed in this Sales Confirmation.

Any amounts due from the settlement of a tolerance band shall be prorated in accordance with % of consumption that is subject to a price lock.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

Payment Terms: **Net 20** days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the utility uses a "rate ready" billing system, the Contract Price during the post-term period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

Assignment. Notwithstanding anything to the contrary in the Master Agreement or any governing or enabling agreement, amendment, or addendum between the Parties, the following assignment provision shall replace and supersede any assignment provision therein: Assignment**.** Customer may not assign any agreement or transaction confirmation between the Parties without the prior written consent of ENGIE. ENGIE may sell, transfer, or assign the accounts receivable, revenues, or proceeds in connection with any financing agreement, purchase of accounts

receivables program or billing services agreement. ENGIE may assign any agreement or transaction confirmation between the Parties to another energy supplier, energy services company, retail energy provider, or other entity without consent.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic loss it incurred thereby. Any loss that ENGIE reasonably concludes is material shall be due from Customer. Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

THIS AGREEMENT, IF APPLICABLE BASED ON UTILITY/LOCAL DISTRIBUTION COMPANY REQUIREMENTS, MUST INCLUDE AN IDR DATA AUTHORIZATION FOR COMPLETED AND SIGNED BY CUSTOMER.

If your maximum demand is 500kW or less, you have the right to cancel this service agreement until midnight of the third business day after the date of this agreement. To cancel this service agreement, you may contact ENGIE's customer service department at 1-866-MY ENGIE or care@engieresources.com or by mail at ENGIE Resources, 1360 Post Oak Blvd., Ste. 400, Houston, TX 77056.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: SUNSHINE DELI LLC	**ENGIE Resources LLC**
Signature:	**Signature:**
Print Name:	**Print Name:**
Print Title:	**Print Title:**
Date:	**Date:**
CUSTOMER DUNS NUMBER: _____ **CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____**	

	BUSINESS / PRIMARY CONTACT	BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: **ATTN:**			ENGIE Resources	**Payment Address**: ENGIE Resources LLC PO Box 841680 Dallas, TX 75284-1680 **Overnight Address**: ENGIE Resources LLC Bank of America Lockbox Services Lockbox 841680 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207 **Electronic Payment**: Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207 **Self-service billing online**: MyEngiePortal https://accounts.engieresources.com
STREET ADDRESS:			Physical Address – 1360 Post Oak Blvd. Suite 400 Houston, Texas 77056	
CITY, STATE, ZIP:			Mailing Address – PO Box 841680 Dallas, Texas 75284-1680	
PHONE #:			1-866-MYENGIE	
FAX #:			(713) 636-0927	
EMAIL:			care@engieresources.com	

___Check here if account(s) are tax exempt. If Customer account(s) are tax exempt, please provide valid tax exemption certificate(s) when submitting the executed contract to ENGIE. **No tax exemption will be applied until ENGIE receives valid tax exemption certificate(s).**

ASSIGNMENT **Date: ___, ___, 20__**

CUSTOMER AGREEMENT:

Dated _ (the "Agreement") between ENGIE Resources LLC and _(Assignor)– Agreement No. _.

Please be advised that pursuant to the Agreement, this notice documents the terms of the proposed assignment to the Assignee identified below. As of the Assignment Date and continuing through the Agreement End Date, ENGIE Resources LLC will transfer and assign to Assignee all of Assignor's rights and liabilities under the Agreement. Assignee agrees to accept assignment of the Agreement effective on the Assignment Date. Assignor shall not be released of liabilities or performance obligations prior to the Assignment Date. As of the Assignment Date, all references to the Assignor are replaced with the Assignee Legal Entity Name. The information provided in the Agreement Section entitled Notices shall be replaced with the Assignee information below.

ASSIGNEE INFORMATION			
***Legal Entity Name**			
***Customer Contact Name**		***Customer Contact Telephone**	
***Customer Contact Title**		***Customer Contact E-mail**	
***Billing Contact Name**		***Billing Contact Telephone**	
***Billing Contact Title**		***Billing Contact E-mail**	
Federal Tax ID		**Assignee DUNS No.**	
***Mailing Address**			
***Billing Address** *(if different from Mailing Address)*			
CONTRACT INFORMATION			
Contract price ($/kwh):	**$_____/kWh**		
End Date	(month)_____/Last Day/_____(year)		
***Accounts/Service Addresses:**	**See table below**		
ACKNOWLEDGMENT AND CONSENT			
The Agreement shall remain in full force and effect except as expressly amended by this Assignment. This Assignment is not effective until fully executed by ENGIE and Assignee ("Assignment Date"). Please exhibit your acceptance by executing the signature block below. This Assignment must be executed within ten (10) days of the date of this notice or ENGIE may cancel this Assignment immediately. Please note that this change(s) may take one to two billing cycles from the date of receipt of your reply email to be processed to completion.			
***ASSIGNEE Signature**			
***Print Name**			
***Print Title**			
***Date**			
ENGIE Resources Signature			
Print Name			
Print Title			
Date			

1360 Post Oak Blvd, Ste 400 Houston, TX 77056 | 1-866-693-6443 | Email Address: care@engieresources.com | FID: 76-0685946 | Duns No.: 099668332 | www.engieresources.com

**required fields in order to proceed with assignment request*

Facility Account/Service Address	City, State, Zip	Utility	Delivery Point	**Utility Account Number	Rate Schedule
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
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_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_
_	_	_	_	_	_

****Notes: Do not place Bill Account number in Utility Account Number field.**
Texas Customers: Please provide Current ESI ID in the ****Utility Account Number** field
Non-Texas Customers: Please provide utility account number in ****Utility Account Number** field. *Do note you must contact the utility company to obtain a new Utility Account Number 'UAN'.*

**required fields in order to proceed with assignment request*