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freepoint
ENERGY SOLUTIONS

BROKER AGREEMENT

This Broker Agreement, ("**Agreement**") is entered into as of August 11, 2026 ("**Effective Date**") between Freepoint Energy Solutions LLC, a Delaware limited liability company, ("**Freepoint**") and Cloudshadow Energy LLC ("**Broker**"). Freepoint and Broker may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

SECTION 1: SCOPE OF WORK

Freepoint is or will be engaged in the business of providing retail electricity and/or natural gas supply and related services ("**Energy Supply Service**") to entities within the regions Freepoint elects to serve. From time to time, Freepoint may enter into agreements and arrangements pursuant to which Freepoint may undertake obligations to provide Energy Supply Service to a particular retail customer. Broker shall identify for Freepoint potential customers (each, a "**Customer**"), who may be interested in purchasing Energy Supply Service from Freepoint, subject to negotiation of a definitive agreement between Freepoint and the Customer (each, a "**Customer Agreement**").

SECTION 2: TERM

2.1 The term of this Agreement shall begin on the Effective Date and shall continue until terminated by either Party giving the other Party 30 days' prior written notice (the "**Term**"), provided that Fees which are due to Broker for Customer Agreements entered into prior to termination of this Agreement in accordance with this Section 2.1 shall remain due to Broker for the initial fixed term of such Customer Agreements.

2.2 This Agreement will be subject to immediate termination by Freepoint if Broker(i) is in default of any of its obligations or duties under this Agreement; (ii) engages in misconduct which Freepoint reasonably believes injurious to Freepoint and/or its reputation; or (iii) breaches any representation, warranty or covenant made by Broker hereunder (or if any such representation or warranty proves to be incorrect, false or misleading when made); or (iv) becomes bankrupt or insolvent, however evidenced, becomes unable to pay its debts as they fall due, files a petition or otherwise commence a proceeding under any bankruptcy, insolvency, reorganization or similar law, has a petition under any bankruptcy, insolvency, reorganization or similar law filed or proceeding commenced against it, or has a liquidator, administrator, conservator, receiver or trustee appointed with respect to it or any substantial portion of its property or assets.

2.3 Within 30 days after the termination hereof, Broker shall return to Freepoint or certify destruction of all customer lists, promotional materials, material containing Freepoint's name or logo and any other Freepoint Materials (as defined in Section 3.7) provided by Freepoint to Broker. Immediately upon termination of this Agreement, Broker shall cease all promotion, marketing and soliciting of Freepoint contracts.

SECTION 3: BROKER RESPONSIBILITIES

3.1 Throughout the Term, Broker shall identify potential Customers for Energy Supply Service to Freepoint. Broker hereby acknowledges that this Agreement is non-exclusive and Freepoint has the right to sell its products and services through its direct sales force, using other independent brokers or through any other means.

3.2 Broker shall provide to Freepoint information concerning each Customer and its Energy Supply Service needs as Freepoint may reasonably request. Such information may include the legal name of the Customer, state of organization, and address, DUNS number, federal tax ID, credit information and general contact details.

3.3 As authorized by Freepoint, Broker shall present all necessary documents and information to a Customer for the purpose of allowing such Customer to execute a Customer Agreement (in such case, an "**Approved Prospect**"). Broker shall promptly deliver to Freepoint all documents executed by the Customer for Energy Supply Service with Freepoint.

3.4 Broker shall only be authorized to quote a price to an Approved Prospect. The price will be quoted in accordance with Freepoint's instructions as to the applicable cost components that may be included in the price and, subject to Section 5.1, will include the Broker's fee (each such price, an "**Authorized Price**"). Broker shall have no authority to quote price different than an Authorized Price without the prior written consent of Freepoint. Orders from Approved Prospects shall be submitted by the Broker only in the contract form provided by Freepoint and must be signed by an authorized representative of the Approved Prospect. Broker acknowledges and agrees that Freepoint shall have the right to decline to provide pricing information to a potential Customer for any reason including that Freepoint believes such potential Customer to be represented by another broker (or other third party). Freepoint shall not be responsible for any losses or damages suffered by Broker as a direct or indirect result of Freepoint's unwillingness to provide pricing to any Customer.

3.5 Unless informed by a Customer in writing that its relationship with Broker has expired, has been revoked or otherwise been terminated, Freepoint shall provide Broker with prior notice of any offer to renew, extend or replace a Customer Agreement (each such offer, a "**Renewal**") and Broker may assist Freepoint with the Renewal. If Broker elects to provide such assistance, it shall perform the duties listed in Sections 3.1, 3.2, 3.3, and 3.4 and such other services, all as may be reasonably requested by Freepoint in connection with the Renewal, and shall be entitled to receive a Fee as mutually agreed by the Parties. If Broker informs Freepoint that it does not wish to assist Freepoint with the Renewal or does not respond timely to Freepoint's Renewal notice, then Freepoint shall have the right to pursue such Renewal, independent of Broker, and shall determine in its sole discretion the amount of the Fee, if any, to which Broker may be entitled in connection with the Renewal. If Freepoint enters into a new Customer Agreement with a former Customer with respect to which Broker earned a Fee hereunder after a period during which such Customer receives its electricity and/or natural gas supply, as applicable, from a third party, no amounts shall be payable to Broker in respect of such new Customer Agreement unless Broker shall have participated actively in the efforts to regain such Customer.

3.6 Broker shall, upon request, provide Freepoint with reasonable assistance to resolve any Customer complaints including complaints filed with the Better Business Bureau, any news-distributing entity or federal, state or local governmental agency or authority.

3.7 Broker shall not change, modify, limit, expand, supplement, alter or otherwise amend any Freepoint Materials. All trademarks and service marks, logos, trade names, and copyrights owned and/or used by Freepoint in connection with its business, and all associated goodwill, shall remain the property of Freepoint throughout and after the Term hereof. Broker agrees to keep the Freepoint Materials confidential in accordance with Section 8.8 hereof. As used in this Agreement, "**Freepoint Materials** "means any and all documents or other materials, in tangible or electronic format, prepared by Freepoint or used in connection with Freepoint's business including Customer Agreements, sample bill format, agreement forms, presentations, marketing materials, financial reports, spreadsheets, press releases and other

proprietary materials.

3.8 Broker shall comply with all applicable laws and regulations in performing the duties described in this Agreement and shall perform all such duties with the same standard of care, skill and diligence exercised by professionals performing services of a similar nature.

SECTION 4: FREEPOINT RESPONSIBILITIES

4.1 Freepoint shall timely provide pricing information, credit requirements and all other required Customer Agreement information and documents for all Approved Prospects. Provision of information and documents per the terms of this Agreement shall not obligate Freepoint to contract with a given Customer and no Customer Agreement shall be binding until and unless executed by Freepoint. Freepoint shall not be responsible for any losses or damages suffered by Broker as a direct or indirect result of Freepoint's unwillingness to contract with any Customer.

4.2 Freepoint shall timely pay agreed-upon Fees (as defined in Section 5.1 hereof) due to Broker in accordance with the terms of Appendix 1 hereto; provided, that Freepoint shall not be obligated to make a payment to Broker until it has received a duly completed and executed Form W-9 from Broker.

SECTION 5: BROKER FEES

5.1 Broker shall inform Freepoint of the details of any fee that it requires in respect to an Approved Prospect and Freepoint shall be free to accept or reject such fee in its sole discretion. Freepoint's acceptance of the fee will be documented by Freepoint in a written confirmation, substantially in the form attached hereto as Appendix 3 ("**Confirmation of Fee**"). Each such fee proposed by Broker and accepted by Freepoint in writing shall be referred to as a "Fee". Any change to a Fee must be agreed-to by both Parties in writing and documented in a revised Confirmation of Fee issued by Freepoint. A Confirmation of Fee will not require execution by the Parties and will be deemed to correctly reflect the agreement of the Parties, absent manifest error. Each Party agrees not to contest, or assert any defense to, the validity or enforceability of any Confirmation of Fee based on any law requiring agreements to be signed by the parties.

5.2 Without limitation, Freepoint shall not be responsible for payment of any fees to Broker for any Customer Agreement signed by a Customer not identified and introduced to Freepoint by Broker as described in Section 3 hereof. All payments hereunder shall be made to Broker by ACH transfer in accordance with the payment instructions set forth on Appendix 2 hereto, as updated from time to time.

5.3 Freepoint shall collect from Customer and pay to Broker its agreed Fee in accordance with the payment arrangement described on Appendix 1 hereto (the "**Fee Arrangement**"). If Freepoint prepays Broker for any Fees pursuant to a Fee Arrangement or otherwise, it shall be entitled to retain all amounts collected from the relevant Customer during the period to which such prepayment is applicable that would otherwise have been payable to Broker in respect of its Fee.

5.4 Freepoint will pay Broker the Fee for Renewals or subsequent Customer Agreements between Customer and Freepoint to the extent Broker is entitled to receive such payment in accordance with Section 3.5 hereof.

5.5 Upon termination of a Customer Agreement for any reason, Freepoint's obligation to remit Fees in respect of such Customer Agreement shall terminate in accordance with the terms of Appendix 1 hereto.

5.6 Notice and explanation of any disputes or inquiries concerning payments in respect of Fees shall be submitted to Freepoint in writing, and failure to provide timely notice and explanation shall constitute a waiver of any dispute relating to such Fees.

SECTION 6: NOTICES AND PAYMENTS

All notices to be provided under this Agreement shall be in writing and shall be deemed to have been duly delivered (i) upon receipt, if hand delivered or sent by overnight courier service,(ii) two Business Days (as hereinafter defined) after being sent by United States certified or registered mail, return receipt requested, postage prepaid, or (iii) upon sending, if sent by facsimile or email. Notices shall be sent to the addresses noted below, or any other address a Party provides to the other Party in writing:

If to Broker: as set forth on Appendix 2

Broker shall also provide Freepoint with the banking, EFT and other information requested on Appendix 2 hereto and shall provide Freepoint with written updates of such information as required.

If to Freepoint:
Freepoint Energy Solutions LLC
3050 Post Oak Blvd, Suite 1330
Houston, TX 77056
Attention: Freepoint Retail Operations
Fax: 1-713-583-9087
Email: operations@freepointsolutions.com

As used herein, "**Business Day**" means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by law or executive order to be closed.

SECTION 7: REPRESENTATIONS AND WARRANTIES; CERTAIN ADDITIONAL COVENANTS

As a material inducement to entering into this Agreement, each Party represents and warrants to the other as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action, do not violate any terms or conditions in its governing documents or any contract to which it is a party or conflict with any law applicable to it; (c) during the Term, it shall have all regulatory authorizations including licenses necessary for it to conduct business in all jurisdictions in which it conducts such business; (d) this Agreement constitutes the legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally; (e) it will make only true statements in respect of the other Party and the Customer Agreements, and (f) it is not insolvent and there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending with respect to or being contemplated by it or, to its knowledge, threatened against it. Broker further represents, warrants and covenants to Freepoint that (i) it is the authorized representative of each Customer that it introduces to Freepoint and has the authority to act on behalf of each such respective Customer in connection with its Customer Agreement, (ii) any information that it provides to Freepoint is true and correct to the best of its knowledge, (iii) if it delegates or subcontracts any of its obligations under this Agreement to a third party (a "**Contractor**"), it shall be fully responsible for the Contractor's compliance with the terms of this Agreement and for paying, any fee, compensation or commission owed to such Contractor, (iv) it is not convicted of a felony or any other offense in connection with the award or performance of a public contract or that would indicate a lack of business integrity; (v) it is not suspended or debarred by any state or federal agency in connection with the award or performance of a public contract; (vi) it shall maintain any and all insurance applicable to the performance of services hereunder as required by law, (vii) it shall disclose to Customers that it is receiving a fee for the referral of business to Freepoint (viii) during the Term and at all times thereafter, it will not make any negative, disparaging or defamatory statements, comments or remarks to any third party concerning Freepoint, either orally or in writing, (ix) it holds the broker/marketer licenses set forth on Appendix 2 hereto and (x) it shall be in compliance with all federal, state, and local laws applicable to it or its business operations.

SECTION 8: MISCELLANEOUS PROVISIONS

8.1 Independent Contractor. Parties hereby agree that Broker is an independent contractor and is not an employee or agent of Freepoint. Notwithstanding the fact that Freepoint shall be liable to remit Fees to Broker, neither the Fees nor Broker's performance

pursuant to this Agreement shall create a relationship of principal and agent as between Freepoint and Broker. Broker shall have no authority express or implied to act for, represent, bind, obligate, make any representation or warranty, or enter into any agreements of any kind on behalf of Freepoint. All expenses and costs of any nature incurred by Broker in the course of completing its responsibilities outlined in this Agreement including employee expense, rental or purchase of office space and office equipment, telephone expense, travel expense, advertising and marketing expense, postage and reproduction expense or any other expenses arising from Broker's business operations are the sole responsibility of Broker unless otherwise agreed to in writing by Freepoint. Broker shall be solely responsible for the payment of all taxes arising out of its activities in connection with this Agreement including estimated taxes, FICA and other employment-related taxes and obligations.

8.2 Waiver. A waiver by either Party of any breach of the Agreement must be in writing, and any waiver or failure of either Party to enforce any of the terms and provisions of this Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of this Agreement.

8.3 Assignment. Neither Party may assign this Agreement in whole or in part without the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (a) Freepoint may assign this Agreement to another retail electricity and/or gas provider or energy service company, without Broker's prior consent and (b)Freepoint will not withhold its consent if an assignee proposed by Broker meets Freepoint's standard credit and contracting requirements and agrees to be bound by the terms of this Agreement. Upon any valid assignment of this Agreement pursuant to which the relevant assignee agrees in writing to be bound by the terms hereof, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

8.4 Severability. Any provision or section hereof declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, shall not otherwise affect the other lawful obligations that arise under this Agreement. In the event that any provision of this Agreement is declared invalid, the Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent.

8.5 Entire Agreement; Amendments; Construction. This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to the subject matter hereof including any separate confidentiality agreement. This Agreement may be amended only upon the mutual agreement of the Parties, which amendment shall not be effective unless evidenced in writing and executed by both Parties. As used herein the word "including" shall be construed to mean "including without limitation".

8.6 Governing Law. This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of New York, without giving effect to conflict of law principles. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of the City of New York in the State of New York, for any matters arising under this Agreement (and each Party hereby waives any right to object to such venue). EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8.7 Counterparts; Facsimile or Electronic Copies. This Agreement shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. A facsimile or electronically scanned copy of either Party's signatures hall be considered an original for all purposes under this Agreement.

8.8 Confidentiality. Each Party shall keep strictly confidential any information obtained from the other Party related to the subject matter of this Agreement except to the extent required by law, by a governmental authority or in connection with a legal proceeding, or if requested by a regulatory authority with jurisdiction over such Party; provided, however, that the Parties shall have the right to disclose the terms of this Agreement to a Customer who is paying a price for electricity and/or gas under a Customer Agreement that includes an amount that has been included for Broker's Fee; and provided, further, that Freepoint shall be entitled to disclose any confidential information to its Representatives. Under no circumstances shall Broker be permitted to disclose any confidential information to a competitor of Freepoint. Any unauthorized disclosure shall cause the automatic termination of this Agreement and forfeiture by Broker of any claim for compensation otherwise due under this Agreement. The obligations set forth in this Section 8.8, shall continue for the term of this Agreement and for a period of two (2) years thereafter. Any breach of any of the obligations set forth in this Section 8.8 shall be deemed material and the Parties agree that monetary damages will be inadequate. In addition to other remedies that it may be entitled to as a matter of law, the non-breaching Party shall be entitled to specific performance and any other form of equitable relief to enforce the provisions of this Agreement without proving damages or posting a bond.

8.9 Indemnity and Hold Harmless. To the fullest extent permitted by law, Broker shall indemnify, hold harmless, protect and defend Freepoint and its Representatives (collectively, "**Indemnified Parties**") from and against all liabilities, losses, claims, actions, fines, damages, demands, costs and expenses (including attorney's fees and expenses) related to any investigation, litigation, arbitration, mediation, administrative action or other proceeding (whether or not Freepoint is a party thereto), which arises from, or is alleged to arise from, any acts or omissions of Broker or Broker's Representatives in connection with any Customer Agreement or relating to or arising from this Agreement. As used herein, "**Representatives**" of a Party means that Party's and its affiliates' respective employees, officers, directors, managers, members, shareholders, advisors, consultants, third party service providers and other agents. Broker's Representatives will also include Broker's Contractors. The provisions of this Section 8.9 shall survive any termination of this Agreement.

8.10 Limitation of Liability; No Third Party Beneficiaries. EXCEPT TO THE EXTENT NECESSARY TO FULFILL THE INDEMNITY AND HOLD HARMLESS OBLIGATIONS SET FORTH IN SECTION 8.9, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER REMEDY AT LAW OR EQUITY. This Agreement is for the sole and exclusive benefit of the Parties and no third party will have any rights hereunder, other than individuals and entities subject to indemnification under Section 8.9.

[Signature page follows]

IN WITNESS WHEREOF, 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.

CLOUDSHADOW ENERGY LLC

By: Scott Stiner

Print Name: Scott Stiner

Title: Chief Executive Officer

Date: Aug 20, 2026

FREEPOINT ENERGY SOLUTIONS LLC

By: Wendy Lewis

Print Name: Wendy Lewis

Title: Authorized Signatory

Date: 8/20/2026

Appendix 1
Fee Arrangement

This Appendix 1 supplements and forms a part of the Agreement to which it is attached. Capitalized terms used herein shall have the meanings ascribed to such terms in the Agreement.

Upfront Payment Option
Subject to the terms and conditions of the Agreement, for a Customer Agreement for which the Parties have selected the Upfront Payment Option on the Confirmation of Fee, Freepoint shall pay Broker a lump-sum payment (each, an "**Up-front Payment**") for each successive period of twelve (12) months of the Initial Term (each, a "**Payment Period**"). Each Up-front Payment will be equal to (A) the mutually agreed-upon Fee for the Customer Agreement multiplied by (B) the Customer's estimated electricity or natural gas consumption, as applicable, for the relevant Payment Period, as determined by Freepoint in its sole discretion. As used herein, the "**Initial Term**" means the initial fixed term of a Customer Agreement, which starts on the service start date and ends on the service end date indicated in the Customer Agreement, unless terminated sooner. The Parties agree that if the full Initial Term of a Customer Agreement does not exceed twelve (12) months, there will be only one Payment Period for such Customer Agreement and such period will be equal to the duration of the Initial Term. The Up-front Payment shall be due as follows: (i) for the first Payment Period of a Customer Agreement, on or before the last day of the month following the month during which Freepoint has executed the Customer Agreement; and (ii) for any subsequent Payment Period, on or before the last day of the month following the month during which such subsequent Payment Period has commenced; provided that, in each case, if the applicable due date falls on a weekend or a holiday, it will be extended until the next Business Day. Freepoint may cancel this up-front arrangement at any time by giving 30 days' prior written notice to Broker and the Fees owed for any subsequent Customer Agreements will be paid as set forth in the Periodic Payments section below.

Periodic Payment Option
Subject to the terms and conditions of the Agreement, for a Customer Agreement for which the Parties have selected the Periodic Payment Option on the Confirmation of Fee or for any Customer Agreement entered into after the cancellation of the Upfront Payment Option, Freepoint shall pay Broker an amount per month equal to (A) the mutually agreed-upon Fee multiplied by (B) the Customer's actual electricity and/or natural gas consumption (measured in kWhs or DTs, as applicable), as reflected on each monthly invoice that has been paid in full by the Customer in accordance with the terms of its Customer Agreement (a "**Monthly Fee Payment**"). The Monthly Fee Payment shall be due on or before the last day of the month following the month during which Freepoint receives from Customer payment in full of its invoice for Energy Supply Service (each such month, a "**Paid Bill Cycle**"), provided that if the due date falls on a weekend or a holiday, it will be extended until the next Business Day. At the same time, Freepoint shall provide to Broker a monthly report outlining the Monthly Fee Payment(s) due to Broker with respect to each Paid Bill Cycle. Unless otherwise expressly set forth herein, Freepoint shall not be obligated to remit any amount to Broker in respect of a Customer invoice unless and until Freepoint receives Customer's payment in full for the total amount billed for Energy Supply Service as reflected on such invoice.

Miscellaneous
Notwithstanding anything herein to the contrary and without limitation to any other rights Freepoint may have hereunder, under any other agreement, at law or in equity:
(a) If a Customer Agreement is terminated early for a reason that is not related to or caused by Broker, Freepoint shall have the right to cease the payment of any and all Fees owed in connection with such Customer Agreement (including subsequent Up-front Payments) and offset against any future amounts owed to Broker (the "**Future Commissions**") and/or claw back, as necessary, an amount of up to 100% of the Up-front Payment paid to the Broker (i) for any months occurring after the month of any early termination of such Customer Agreement and/or (ii) for any months during which Customer received Energy Supply Service from Freepoint and for which such Customer has not fully paid (in all cases as reasonably determined by Freepoint).
(b) If a Customer Agreement expires with any amounts remaining past due after 90 days, Freepoint shall have the right to offset against any Future Commissions and/or claw back, as necessary, an amount of up to 100% of the Up-front Payment paid to the Broker for any months during which Customer received Energy Supply Service from Freepoint and for which such Customer has not fully paid (in all cases as reasonably determined by Freepoint).
(c) If a Customer Agreement terminates early in connection with a sales-related issue involving fraud, forgery, misrepresentation or similar malfeasance by Broker, Freepoint shall have the right to cease the payment of any and all Fees owed in connection with such Customer Agreement, (including subsequent Up-front Payments) and offset against any Future Commissions and/or claw back, as necessary, any and all Fees that have been paid to Broker in connection with such Customer Agreement.
(d) If this Agreement is terminated in connection with a default described in Section 2.2(ii) or (iii), Freepoint shall have the right to cease the payment of any and all Fees owed under the Agreement (including subsequent Up-front Payments) and claw back any and all Fees that have been paid under the Agreement.
(e) If this Agreement is terminated as set forth in Section 2.2 (except for a termination arising under Section 2.2(ii) or (iii)), Freepoint reserves the right to cease payment of any and all Fees owed under this Agreement (including subsequent Up-front Payments).
(f) If the actual volumes of electricity or natural gas, as applicable, consumed by a Customer ("**Actual Volume**") during a Payment Period are lower than the estimated volumes used to calculate the Up-front Payment for such Payment Period (the "**Estimated Volume**"), Freepoint shall have the right to offset against any Future Commissions and/or claw back, as necessary, an amount equal to the applicable Fee multiplied by the positive difference between the Estimated Volume and the Actual Volume.

Appendix2
Broker Information

Contact Details for Broker

Broker legal name:	Cloudshadow Energy LLC
Address:	66 W Flagler St, Ste 900, PMB 12628, Miami, FL 33130
Contact Person: (Name & Title)	Scott Stiner, CEO
Telephone:	866-811-6511
Fax:	NA
Email for Notices:	sstiner@cloudshadow.com
Email for Fee Payment Notifications: (if different than above)	

Broker Banking information

ELECTRONIC FUNDS TRANSFER (EFT)

ACH Transfers

Bank Name	Bank of America
ABA #:	063100277
Account #:	898169642618

[An IRS W-9 Form should be returned along with this Agreement.]

Licenses Held by Broker

State	License Number	License Expiration Date*
Delaware	Pending	
Illinois		
Maine	Pending	
Maryland	Pending	
Massachusetts	Pending	
New Hampshire	Approved	
New Jersey	Pending	
New York	Pending	
Ohio		
Pennsylvania	Pending	
Texas		
Washington D.C.	Approved	

***Leave field blank if license does not expire**

Appendix 3

Confirmation of Fee
See attached

freepoint
ENERGY SOLUTIONS

Confirmation of Fee

Date of Confirmation:

Broker:

Approved Customer Name:

State/Utility:

Account Number*:

Account Service Address*:

Account – Estimated Start Date:

Account – Service End Date:

Benchmark Quantity**: kWh

Broker's Fee: $ /kWh

Fee Structure:

*If more than one account, please fill out the attached Facility List.

"Benchmark Quantity**" means the Customer's expected electricity (in kWh) and/or natural gas (in DT) consumption for the Initial Term of the Customer Agreement, as determined by Freepoint. The Benchmark Quantity is an estimate and provided for informational purposes only.

This Confirmation of Fee will not require execution by the Parties and will be deemed to correctly reflect the agreement of the Parties, absent manifest error.

Attachment to Confirmation of Fee

Facility List

Utility Name	Account Number	Service Address	Estimated Start Date	Service End Date