BROKER AGREEMENT

This Broker Agreement (the "**Agreement**") is entered into as of the Effective Date, and is between Cloudshadow Energy, a LLC formed under the laws of Florida (the "**Broker**"), and the following NextEra Energy, Inc. affiliated companies, with such companies individually or collectively referred to herein as the "**Company**" or "**Companies**" as the Agreement requires:

Fireside Natural Gas, LLC;
Frontier Utilities Northeast, LLC;
Gexa Energy, LP;
NextEra Energy Services, LLC;
NextEra Energy Services Connecticut, LLC;
NextEra Energy Services District of Columbia, LLC;
NextEra Energy Services Delaware, LLC;
NextEra Energy Services Florida, LLC;
NextEra Energy Services Georgia, LLC;
NextEra Energy Services Illinois, LLC;
NextEra Energy Services Maine, LLC;
NextEra Energy Services Maryland, LLC;
NextEra Energy Services Massachusetts, LLC;
NextEra Energy Services Midwest, LLC;
NextEra Energy Services New Hampshire, LLC;
NextEra Energy Services New Jersey, LLC;
NextEra Energy Services New York, LLC;
NextEra Energy Services Ohio, LLC;
NextEra Energy Services Pennsylvania, LLC; and
NextEra Energy Services Rhode Island, LLC

In consideration of the premises set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Broker and Companies hereby agree to the terms of this Agreement.

Companies are primarily engaged in the business of supplying retail electricity, gas and related services and products to entities within certain regions and/or markets. Broker represents it is in the business of assisting customers in evaluating offers for retail energy and related services offered by various suppliers to potential commercial customers and wants to include Companies' offers among them and to receive from Companies payment of the fees owed to Broker by customers enrolled with Companies. Broker has represented to Companies that Broker represents customers, defined as Prospects below, which may be interested in purchasing retail energy and related services like those offered by the Companies, subject to the negotiation of an agreement, defined as the Customer Contract below, embodying such a transaction. In this Agreement, Companies and Broker set forth certain understandings relating to the payment of the customer's fee to the Broker should a Prospect identified and brought forward by Broker execute a Customer Contract with a Company.

1. DEFINED TERMS.

"**Business Day**" means any day on which federally chartered banks in the United States are open for business at their main branch locations.

"**Confidential Information**" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, or visual) and whether prepared by Company, its parent, subsidiaries and/or any affiliated company of NextEra Energy, Inc. or their respective officers, directors, agents and employees or otherwise which is disclosed to or assessed by Broker and/or its representatives or affiliates including, but not limited to (i) all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information, (ii) existing or contemplated products, services, pricing, technology, processes, algorithms, research, training materials, policies, procedures, standards or product developments of Company or any customer or supplier of Company and/or its affiliates, (iii) trade secrets of Company and/or its affiliates, (iv) business plans, sales or marketing methods, methods of doing business, customer lists, customer information and data, customer usages and/or requirements; and (v) any other information marked as confidential or by which its very nature would reasonably be considered to be confidential.

"**Customer Contract**" means an agreement, including all required addenda, exhibits and attachments, for the purchase and sale of one or more Products entered into by Company and a Customer of Company as a direct result of Broker's effort consistent with this Agreement.

"**Customer**" means a Prospect that, as a direct result of Broker's effort consistent with this Agreement, has chosen to purchase

Products from Company by entering into a Customer Contract.

"Effective Date" is the date on which this Agreement becomes fully executed by all Parties.

"**Fee**" means the customer's fee to the Broker set forth in a Fee Confirmation, as described in this Agreement.

"**Fee Confirmation**" means a document substantially in the form set forth in the attached Exhibit A, which form Companies may change from time to time, detailing the Fee authorized to be paid to Broker hereunder with respect to a specific Customer Contract and setting forth the period during which the fee will be paid over the term of the relevant Customer Contract.

"**Party**" or "**Parties**" means the parties to this Agreement, individually or collectively.

"**Payment Date**" means thirty (30) days after the end of the month in which Company receives full payment of the Customer's bill for the relevant Customer Contract.

"**Product(s)**" means electricity, natural gas, energy and/or related products and services.

"**Prospect**" means an entity whose account Broker presents for pricing by Company.

2. TERM AND TERMINATION.

(a) This Agreement commences on the Effective Date and shall continue month-to-month unless and until terminated by either party for convenience at the end of any month thereafter by providing prior written notice to the other party. No such termination for convenience shall affect the Company's requirement to pay a Fee for any Customer Contracts entered into prior to the date of termination.

(b) Either Party may terminate this Agreement for cause in writing and without prior notice if (i) the conduct of the other Party or such other Party's subcontractor has resulted in a material adverse effect to such party, including, but not limited to, the initiation by a third-party of a legal or regulatory proceeding against such Party; (ii) it is necessary in the Party's commercially reasonable judgment to protect its business or name from the conduct of the other Party or subcontractor; or (iii) the other Party is in default of a material obligation or duty under this Agreement, and fails to cure such default to the non-defaulting Party's reasonable satisfaction within five (5) Business Days of written notice. Upon a termination by Company for cause pursuant to (i) or (iii) of the preceding sentence of this section and in addition to any other rights that Company has under this Agreement, at law or in equity, Company shall not be required to pay Broker any fees otherwise due under the Agreement, and all Fee Confirmations, if any, will be voided.

(c) In the event of a termination due to Broker's breach in subsection (b), Company may, but is not required to, terminate this Agreement with respect to any or all the Companies. No Company terminating this agreement due to a breach by the Broker shall be required to pay Broker any fees otherwise due under this Agreement, and all Fee Confirmations, if any, will be voided. If Broker terminates this Agreement with a Company due to a breach by that Company under subsection (b), such termination shall only be with respect to the affected Company and such Company shall continue to be responsible for the payment of any Fees owed for any Customer Contracts entered into prior to the termination date.

3. FEES.

(a) Company shall pay Broker a Fee as described in this Agreement for each Customer represented by Broker that properly executes Company's applicable Product contract, receives the applicable Product, and pays in full the amounts owed for such Product. Company shall provide to Broker, and Broker shall present the Prospect with the most current form of Company's applicable Product contract as of the Prospect's anticipated execution date; except that Broker may use a different form of contract with Company's prior written approval. Broker shall not offer any other contractual terms, documents, or conditions to Prospects without Company's prior written approval. Company is permitted to refuse to provide products and services to any Prospect or Customer for any reason in its sole discretion. No contract is binding upon Company unless and until it is accepted by Company and counter-executed in writing by Prospect.

(b) For each Fee that is authorized to be paid hereunder (including with respect to any renewal of an existing Customer Contract or a Customer's subsequent Customer Contract with Company), Company shall complete and provide to Broker a Fee Confirmation. The Fee Confirmation does not require execution by the Parties. If Broker fails to dispute a Fee Confirmation in writing or via email to Company within 15 Business Days after Broker receives the Fee Confirmation, then that Fee Confirmation is deemed to correctly reflect the parties' agreement, absent manifest error. The Parties shall not contest a Fee Confirmation based on the statute of frauds or any law requiring agreements to be in writing or requiring any type of execution or signature. Any direct conflict between this Agreement and a Fee Confirmation is governed by the Fee Confirmation.

(c) Company shall continue to pay the Fee to Broker for any Customer Contract for energy commodity which continues beyond

its initial term on a month-to-month holdover basis.

(d) Company will remit the Fee to Broker by the Payment Date.

(e) The Parties may agree to alternative fee payment structures in writing, signed by both Parties.

(f) Notwithstanding anything herein, if a Customer does not pay an amount billed by Company for any reason, including but not limited to, termination of the Product or of its Customer Contract, then Company shall not owe Broker a Fee with respect to that unpaid amount.

4. CONFIDENTIALITY/USE OF MARKS. Broker agrees to maintain in confidence all Confidential Information. Broker shall not disclose, use, maintain, manipulate, alter, induce, or assist in the disclosure, use, maintenance, manipulation, or alteration of any Confidential Information except as required to perform its obligations under and in conformity with this Agreement. Broker shall not make public disclosures regarding this Agreement, the terms thereof or any Confidential Information exchanged in connection hereto, without prior written approval from Companies. Broker will not use, directly or indirectly, any trademarks, trade names, and/or service marks or logo types of Companies, except in a manner and form that the Companies may prescribe in writing. Companies permit Broker to use the Companies' name or logo in conjunction with presenting Companies' offers to Prospects. Information is not subject to these confidentiality obligations if it (i) is or becomes public other than as a result of disclosure by the recipient or a third party who is not under confidentiality obligations, (ii) was known to the recipient in writing prior to disclosure in connection herewith, (iii) becomes available to the recipient on a non-confidential basis from a source not bound by confidentiality obligations, or (iv) is independently developed by the recipient without knowledge of the Confidential Information and supported by written evidence.

5. INDEPENDENT PARTIES. Broker is a representative of Prospects and Customers and not a subcontractor, agent or employee of Company. Broker does not work solely with Company and actively seeks offers to present to Prospects from other suppliers and businesses, as it chooses. The Parties do not intend for this Agreement to establish a joint venture, partnership, employment, franchise or similar relationship between them, and intend for the Agreement to be construed accordingly. Broker will not represent itself as having any relationship with Company. Each party has no control over the manner or method in which the other Party performs, except as expressly provided herein. Company does not grant Broker any rights or authority or responsibility expressed, implied or apparent on behalf of or in the name of Company to bind or act on behalf of Company. Further, all expenses and disbursements of any nature whatsoever, including, without limitation, those expenses related to their employees, office space, telephone, postage, reproduction and travel expenses, which are incurred by Broker shall be borne wholly and completely by Broker. As such, Broker shall be solely responsible for the payment, wherever payable, of all taxes incurred by Broker, including, but not limited to, (a) all state, federal, and local taxes, including income taxes, estimated taxes, withholding, social security and other taxes of Broker's employees, if any, and (b) any other taxes imposed upon Broker's compensation or any employees of Broker. If Company or its affiliates offers products and or services not provided to Customer through Broker, Company reserves the right and is expressly permitted to independently offer such additional services and/or products to Prospects or Customers represented by Broker without Broker's consent. Company shall not owe any fees to Broker for such additional services or products sold to Prospects or Customers. Company may contact Customer at any time as necessary to confirm Customer is represented by Broker, to gather/confirm information needed for regulatory compliance purposes, or to discuss/resolve a dispute.

6. CONDUCT. Broker agrees that it shall perform its obligations under this Agreement in accordance with all applicable laws and regulations. Broker agrees that it shall not disparage Companies and/or their affiliates in any manner or engage in any conduct that is harmful to the goodwill or reputation of Companies and/or their affiliates. Broker agrees to cooperate with Companies and their affiliates, if requested, to assist in complying with legal or law enforcement requests and any applicable commercial audits. Without limiting the foregoing, Broker represents and warrants to Companies that Broker and its agents, sub-brokers, contractors and representatives have, and shall at all times maintain during the term of this Agreement, all permits, licenses, authorizations and approvals necessary for Broker and its agents, sub-brokers, contractors and representatives to lawfully perform their obligations, and Broker will disclose to Prospects that, if they enroll with the Company, the Broker's fees will be included in the price per unit of energy commodity (e.g. $/kWh or $/therm) to be charged by the Company to the Customers.

7. RENEWALS.

(a) If the initial term of a Customer Contract is due to expire, Company may (but is not required to) contact the Customer directly within the 60 day period immediately prior to the expiration date of the initial term of the Customer Contract. At that time, Company may (i) notify Customer that the initial term of its Customer Contract is about to expire, (ii) obtain updated customer information and/or (iii) advise Customer to contact Broker to obtain contract renewal pricing. If a Customer has not renewed its Customer Contract with Company through Broker by 11:59 P.M. C.P.T. on the 30th day prior to the expiration of that Customer Contract or it has not made other acceptable arrangements with Company in writing, then Company is permitted (but is not required) to renew the Customer directly and Company shall not owe Broker any fees for that renewal.

(b) If Customer elects not to use Broker at any point in time and renews its existing Customer Contract or executes a new

Customer Contract with Company for products or services after termination of the existing contract, Company will not owe any fees to Broker for such renewal or new Customer Contract.

8. CUSTOMER DISPUTE. In the event a Customer disputes or contests a Customer Contract in connection with any act or omission of Broker or its representatives, agents, subcontractors, or employees, including any alleged misrepresentation or a claim by a Customer that it was deceived or misled or did not understand the terms of their purchase, or if any party other than Broker claims it is entitled to payment hereunder, then Company is, in addition to all other legal rights and remedies, permitted to recover from Broker the damages, costs, penalties, fines or expenses that may be incurred by Company associated with that customer or third party dispute and offset such damages, costs, penalties, fines or expenses against other payments Company owes Broker under this Agreement. Company shall not owe any fee to Broker (a) for money that Company collects as a result of collection efforts against a past due amount owed by Customer, or (b) if a customer terminates its product or service with Company and pays Company all or any part of the early termination fee, settlement amount, or liquidated damages, as applicable.

9. RELATIONSHIP. During the term of the Agreement and for six months after the expiration or termination of the Agreement for any reason, Broker shall not, directly or indirectly, solicit or request or advise any existing Customer to breach its Customer Agreement, or otherwise to withdraw, curtail or terminate early its business dealings with Company and/or its affiliates. During the term of the Agreement and for one year after the expiration or termination of the Agreement, Broker shall not solicit, or assist any other person to solicit, or request or advise any existing employee of Company to terminate employment with Company. Upon termination or expiration of the Agreement for any reason, both parties shall refrain from disparaging the other party, or any of their respective officers, directors, or shareholders; provided, however, that each party is permitted to make truthful statements in response to requests for information or in compliance with a lawful subpoena or court order. The parties acknowledge that any breach of this Section 9 will cause irreparable harm to the other party for which money damages would not adequately compensate. Accordingly, in addition to all other remedies expressly provided for in this Agreement, the harmed party shall be entitled to all available remedies at equity (including, without limitation, the pursuit of injunctive relief and without the necessity of posting a bond or similar surety in pursuing such relief) and in law, subject to the limitation of liability provisions herein.

10. NOTICE. Notices to a Party concerning this Agreement will be effective only when: (i) actually received by the Party to whom it is sent, if served personally or if delivered by nationally recognized courier service to the Party to whom notice is to be given, (ii) on the first (1st) Business Day following the day transmitted (with confirmation of receipt) if delivered by facsimile or (iii) on the third (3rd) Business Day after mailing, if mailed by first class registered or certified mail, return receipt requested, postage prepaid, addressed to the appropriate party, at the address and/or facsimile numbers of such party set forth below (or at such other address as such party may designate by written notice to the other party from time to time). When speed of notices is essential, written notice may be preceded by other appropriate communication.

	If to Broker:	**If to Company:**
Broker Name:	Cloudshadow Energy LLC	Address to specific Company
Attention:	Scott Stiner	c/o Gexa Energy
Street Address:	66 W Flagler Street, Suite 900, PMB 12628	Contract Administration
City, State and Zip:	Miami, FL 33130	601 Travis St, Suite 1400
Email:	sstiner@cloudshadow.com	Houston, TX 77002
Office Phone:	(866) 811-6651	
Cell Phone:		
Fax:		

11. SUBCONTRACTORS AND EMPLOYEES OF BROKER. Broker shall remain responsible for the activities carried out by any subcontractors, sub-brokers or agents acting on behalf of Broker under this Agreement to the same extent Broker would be responsible to Company if the activities were performed by Broker.

12. LIMITATION OF LIABILITY.

(a) The Parties agree that each individual affiliate of NextEra Energy Inc. listed as a party to this Agreement is entering into this Agreement as a separate entity and Broker's transactions with each Company shall be with that Company only. **THE LIABILITY OF EACH COMPANY SHALL BE SEVERAL AND LIMITED TO ITS OWN ACTIONS, AND NO COMPANY WILL BE LIABLE FOR THE TRANSACTIONS, ACTS OR OMISSIONS OF ANY OTHER COMPANY.**

(b) **UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO EITHER PARTY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION**

DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

13. JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO LITIGATION IN CONNECTION WITH THE AGREEMENT.

14. MISCELLANEOUS.

(a) As reasonably requested by Company, Broker shall execute additional instruments and take additional acts that are reasonably necessary to effectuate this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns; provided, however, that Broker may not assign the Agreement or any of its rights or obligations under it without Company's prior written consent; and provided further that Company may freely assign its rights or obligations under this Agreement, without notice or Broker's consent, to an affiliate, a purchaser of all or substantially all of its assets, or the surviving entity in the event of a merger.

(b) If a provision of this Agreement is held to be invalid, illegal, or unenforceable by any court having jurisdiction, then the remainder of this Agreement will continue in full force and effect, valid and enforceable in accordance with its terms.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the exclusive venue for litigation, special proceedings, or other proceedings between the parties to this Agreement is Harris County, Texas.

(d) Notwithstanding any provision to the contrary herein, the obligations and rights of the parties under Sections 4 through 14, inclusive, will survive expiration or sooner termination of this Agreement. Claims or causes of action that arise prior to expiration or sooner termination of this Agreement survive and continue in full force and effect until all applicable statutes of limitations periods have expired.

(e) A waiver by Company or Broker of any breach of any covenant, condition, or provision (whether express, implied or otherwise) herein contained shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or provision.

(f) Company may set off any amounts Broker owes to Company or its affiliates against any amounts Company or its affiliates owe to Broker.

(g) This Agreement may be signed in counterparts, by either an original signature or signature transmitted by facsimile transmission or other similar process, each of which is deemed an original and all of which together constitute one and the same agreement.

(h) This Agreement supersedes and terminates any oral or written understandings, all previous contracts, proposals, or other communications, and constitutes the entire agreement between the parties regarding the subject matter and no party is entitled to benefits other than those specified herein. The Parties agree that all transactions with any customer party under any prior broker agreements will be governed by the terms of this Agreement and such customer shall be a Customer as defined in this agreement. The parties acknowledge that, by entering into this Agreement, each relies solely upon the representations and agreements contained in this Agreement. No changes or additions to this Agreement (except for a Fee Confirmation) are valid unless in writing and signed by each party.

(i) Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, supplier failures, third party negligence, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

(j) Nothing contained herein shall prevent either party from conducting business with any other entity engaged in the same or a similar business as the other party. Company may sell any products and services directly, via independent brokers or any other means that Company deems appropriate.

(k) Interpretation:

(i) Unless the context of this Agreement otherwise requires, (A) words of any gender include each other gender, (B) words using the singular or plural number also include the plural or singular number, respectively, (C) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Contract, (D) the term refers to the specified Section of this Agreement, (E) the words "include" and "including" are not words of limitation and shall be deemed to be followed by the

words "without limitation," and (F) the use of the word "or" to connect two or more phrases shall be construed as inclusive of such phrases (e.g., "A or B" means "A or B, or both").

(ii) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

(iii) Unless the context otherwise requires, a reference to any applicable law includes any amendment, modification or successor thereto.

(iv) The paragraph headings have been used solely for convenience, and are not intended to describe, interpret, define or limit the scope of this Agreement.

(v) Conflicts or discrepancies, errors, or omissions in the Contract or the various documents delivered in connection with this Agreement will not be strictly construed against the drafter of the contract language; rather, they shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of contracting.

(vi) A reference to any agreement or document is to that agreement or document as amended, notated, supplemented or replaced from time to time.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Broker: Cloudshadow Energy LLC

By: 

Print name: Scott Stiner

Title: Chief Executive Officer

Date: August 6, 2026

Company: Fireside Natural Gas, LLC
Frontier Utilities Northeast, LLC
Gexa Energy, LP by Gexa Energy GP, LLC, its general partner
NextEra Energy Services, LLC
NextEra Energy Services Connecticut, LLC
NextEra Energy Services District of Columbia, LLC
NextEra Energy Services Delaware, LLC
NextEra Energy Services Florida, LLC
NextEra Energy Services Georgia, LLC
NextEra Energy Services Illinois, LLC
NextEra Energy Services Maine, LLC
NextEra Energy Services Maryland, LLC
NextEra Energy Services Massachusetts, LLC
NextEra Energy Services Midwest, LLC
NextEra Energy Services New Hampshire, LLC
NextEra Energy Services New Jersey, LLC
NextEra Energy Services New York, LLC
NextEra Energy Services Ohio, LLC
NextEra Energy Services Pennsylvania, LLC
NextEra Energy Services Rhode Island, LLC

Each by its authorized representative.

By: 

Print name: PJ Zonsius

Title: Vice President

Date: 08/07/2026

BROKER: PLEASE EMAIL EXECUTED AGREEMENT TO: Email.ChannelSupport@gexaenergy.com

Exhibit A
to Broker Agreement

Fee Confirmation

Date of Confirmation: _____

Company: _____

Broker: _____

Pursuant to the Broker Agreement, the following Fee applies to the transaction described below:

1. Customer Name: _____
   Product Type: _____
   Term: _____ months
   Estimated average usage: _____ (kWh or therm) per month
   Estimated Service Commencement Date: _____
   Effective Date of Customer's Executed Contract : _____

2. Broker's Fee: $0._____ per (kWh or therm)

3. Prepaid Percentage, if any: _____ percent (MUST HAVE EXHIBIT B AS PART OF SIGNED AGREEMENT)

4. Prepaid Amount, if any: $_____(MUST HAVE EXHIBIT B AS PART OF SIGNED AGREEMENT)

This Fee Confirmation does not require execution by the parties. As set forth in the Broker Agreement, if Broker fails to dispute this Fee Confirmation in writing or via email to the Company within fifteen (15) Business Days after Broker receives it, then this Fee Confirmation is deemed to correctly reflect the Broker's Fee, absent manifest error. The Agreement further provides that the parties shall not contest a Fee Confirmation based on the statute of frauds or any law requiring agreements to be in writing or executed in a certain manner.

THIS IS SAMPLE OF A FEE CONFIRMATION