Constellation.
An Exelon Company

Master Broker Agreement

Cost Control Associates, Inc. ("**Broker**") and Constellation NewEnergy, Inc. ("**Constellation**") enter into this Master Broker Agreement (the "**Master Agreement**") as of the later date set forth under the Parties' signatures below (the "**Effective Date**"). Constellation and Broker are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**". This Master Agreement sets forth the framework for Broker to receive proposals, including, pricing and product information from Constellation, on behalf of prospective customers. Any commission/fee to be dispersed by Constellation to Broker shall be governed by, and contingent upon a Compensation Schedule, as defined below. The Compensation Schedule(s), if any, along with this Master Agreement are sometimes collectively referred to herein as the "**Agreement**".

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINED TERMS.** Capitalized terms not otherwise defined in this Master Agreement will have the meanings set forth below or in the Compensation Schedule(s).

"**Affiliate**" of a Party means any person or entity controlled by, that controls, or that is under common control with, such Party. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Party, whether through the ownership of voting securities, by contract, or otherwise.

"**Compensation Schedule**" means as sent by Constellation to Broker, a separate commission/fee schedule, a schedule of commission/fees with respect to a particular class of customers, a monthly commission report, or similar such notification or documentation of disbursement by Constellation to Broker. Each Compensation Schedule, if any, shall set forth certain commercial and other terms for the facilitation of electricity transactions in a designated geographic region and/or for a particular customer or customers.

"**Confidential Information**" means all information or material not generally known by non-Constellation (including its Affiliates) personnel (a) which gives Constellation some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of Constellation; (b) which is owned, controlled or developed by Constellation or in which Constellation has an interest; and (c) which is (i) marked "Confidential Information," "Proprietary Information" or other similar marking, (ii) known by Broker to be considered confidential and proprietary by Constellation, or (iii) from all the relevant circumstances should reasonably be assumed by Broker to be confidential and proprietary to Constellation. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): Prospect Data, the terms of this Master Agreement and any related Compensation Schedule(s) or resulting Customer Agreements (including pricing offered by Constellation to any Prospect or commission/fee payable by Constellation to Broker under any Compensation Schedule), trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies or models, business plans, information relating to current, former or prospective customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and information. Notwithstanding the foregoing, Constellation may disclose to Customer the Broker commission/fee payable on a specific Customer Agreement. Confidential Information also includes any information described above which Constellation obtains from a third party and which Constellation treats as proprietary or designates as Confidential Information, whether or not owned or developed by Constellation. Notwithstanding the above, however, no information constitutes Confidential Information which Broker can demonstrate by documentary evidence (A) is generic information or general knowledge, or if it is otherwise publicly known and in the public domain; (B) after being disclosed, entered into the public domain without any action or fault of Broker or its personnel or agents; (C) is obtained from any individual, firm or entity which had the unrestricted right to disclose it; or (D) is disclosed by Broker with Constellation's prior written approval.

"**Customer**" means a Prospect that has executed a Customer Agreement.

"**Customer Agreement**" means any written agreement executed by Constellation and a Prospect, in which Broker was instrumental in consummating the transaction. In circumstances where a Prospect and Constellation enter into a master electricity supply agreement, the Prospect shall only be deemed to be party to a Customer Agreement at such times and both

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Constellation and Prospect execute and deliver a pricing schedule or transaction confirmation (or the like) thereunder pursuant to which the Prospect becomes obligated to purchase electricity from Constellation.

"Geographic Region" means the state(s) and/or utility service territories in which the Broker is authorized to conduct business identified on any effective Compensation Schedule(s).

"Governing Jurisdiction" means the State in which the Accounts on a Compensation Schedule are located; provided that the Governing Jurisdiction shall be deemed to be the State of New York if a matter arising under this Agreement involves Compensation Schedules with more than one Governing Jurisdiction, the Parties have not yet entered into a Compensation Schedule, or no Compensation Schedule is otherwise then in force.

"Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, rule of the public utilities commission, public service commission, independent system operator, regional transmission organization, or similar state commission, agency or body having jurisdiction over the Parties, electricity transactions, Utilities or electricity transmission or distribution systems.

"Notice Period" means the period of five business days following written notice from a Party pursuant to the Agreement.

"Payment Date" shall have the meaning set forth in the Compensation Schedule(s). If not otherwise identified in the Compensation Schedule, up to the last business day of the month based on revenue collected by Constellation from each Customer during the calendar month that occurs two months prior to payment.

"Prospect" means an entity eligible to select a retail electricity supplier, located within the Geographic Region and submitted to Constellation by Broker, along with the requisite Prospect Data, for Constellation's evaluation.

"Prospect Register" means Constellation's data management system(s) (whether or not specifically designated as such) for tracking prospective customers and for associating those prospective customers with a lead source, such as Constellation, any broker (including Broker) or other third party, as applicable, for payment of a commission/fee and other data management purposes.

"Utility" means the local electricity distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to Prospect accounts.

2. **BROKER PROSPECTS.** Broker acts as the representative for commercial and industrial businesses or other non-residential customers that buy retail electricity and related services. During the term of the Agreement, Broker shall provide Constellation with written information regarding Prospects on whose behalf Broker is authorized to act in connection with the purchase of retail electricity and related services, including but not limited to, the following information, as well as any additional information designated in the applicable Compensation Schedule(s) (collectively, **"Prospect Data"**):

(a) legal name of company or business, state of organization, and business address;

(b) DUNS Number, tax identification number, credit contact name, telephone number, fax number and e-mail address;

(c) account and meter number(s), service addresses, copies of electric service bill(s), usage information in electronic format and hard copy for both monthly and interval meters, usage information contact name, telephone number, fax number and e-mail address,

(d) Utility customer information release form signed by the Prospect, whereby Prospect designates Constellation to the Utility as an authorized recipient of Prospect's current and historical energy billing and usage data, meter and account number, and other customer information;

(e) billing address, billing contact name, number, fax number and e-mail address; and

(f) notice address, notice contact name, number, fax number and e-mail address (must be an employee and/or authorized representative of the Prospect), Prospect profiles, decision-making processes, and all other information relevant to the process of contracting with the Prospect.

During the term of the Agreement, Broker shall (i) notify Constellation in writing of any changes to the Prospect Data promptly after Broker becomes aware of such change; (ii) periodically report to Constellation regarding the status of discussions with Prospects and/or communications to Customers, and (iii) coordinate with Constellation any activities relative to Customers.

3. **QUALIFICATION AND REGISTRATION EXPIRATION OF PROSPECTS BY CONSTELLATION.**

(a) <u>Qualification and Registration:</u> Constellation is in the business of selling electricity and related services to commercial and industrial customers and other non-residential organizations. Constellation will review the Prospect

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Data provided by Broker, as well as any other information Constellation may collect independently and make a determination, in Constellation's sole judgment, as to whether a Prospect is (a) qualified to receive a proposal from Constellation (which decision shall be based on factors including without limitation historical consumption patterns and Utility service territories) and/or (b) registered to Broker in the Prospect Register. Constellation agrees to notify Broker whether a Prospect will be registered to Broker in the Prospect Register. Broker acknowledges and agrees that (a) Constellation reserves the right to reject a Prospect for any reason, including that the Prospect has previously been registered in the Prospect Register to Broker or another broker (or other third party) during the previous 12 months, or for no reason, in its sole discretion, and (b) in no event shall Constellation be liable to Broker for any loss suffered by Broker for Constellation's failure to execute a customer agreement with a Prospect or register a Prospect to Broker in the Prospect Register.

(b) **Registration Expiration.** Broker acknowledges and agrees that registration of Prospects in the Prospect Register will expire with no further obligation on the part of Constellation, if (i) prior to execution of a Customer Agreement Constellation receives notice from a Prospect that such Prospect no longer is represented by Broker, or (ii) a valid Customer Agreement is not executed within ninety (90) days of registration unless (a) active and continuous negotiations between Constellation and such Prospect are then under way, in which case such period shall be extended by an additional thirty (30) days or (b) Constellation extends the negotiation period by written notice to Broker.

4. **NON-EXCLUSIVITY.** Broker acknowledges and agrees that (a) this Master Agreement does not give any right, exclusive or otherwise, to Broker to sell or represent to a Prospect that it has the ability to sell the products and services of Constellation; and (b) Constellation may sell its products and services through its direct sales force, in connection with other independent brokers or associations or through any other means Constellation deems appropriate. All trademarks and service marks, logos, trade names, copyrights associated with any of Constellation's marketing materials, and all associated goodwill, shall remain the property of Constellation, and all extension of goodwill created by Broker shall inure to the benefit of Constellation.

5. **MUTUAL REPRESENTATIONS AND WARRANTIES.** Each Party warrants and represents to the other the following: (a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (b) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (c) the execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents, contracts to which it is a party or applicable Law; and (d) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise consummate the transactions contemplated by the Agreement, or which would represent any conflict of interest with the Broker, any Prospect or Constellation.

6. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF BROKER.** Broker warrants, represents and covenants, as of the Effective Date and the date of execution of each Compensation Schedule and Customer Agreement with one of Broker's Prospects, that: (a) the Prospect Data provided to Constellation is true and correct to the best of its knowledge; (b) Broker has any and all licenses, permits and approvals required under applicable Law to perform the services in the Geographic Region and will obtain any that may become necessary in the future; (c) Broker is authorized to act on behalf of Prospects that Broker submits to Constellation, Broker has no authority to act on behalf of Constellation, and Broker is not authorized to and shall not alter or modify in any way any Customer Agreements, or any sales, marketing, or pricing materials provided by Constellation to Broker for the benefit of Prospects; (d) Broker will use its skills and abilities and perform its duties hereunder in a professional and conscientious manner in accordance with all applicable Law and standards, and will not make any oral or written representations or promises or statements which conflict with the terms of a Customer Agreement entered into with a Prospect; (e) there are no pending, or to the knowledge of Broker, threatened, investigations, actions or judgments against Broker, whether criminal or civil and (i) involving matters of fraud or moral integrity, or (ii) constituting a felony; (f) Broker shall bear all of its own business expenses in performance of the services under the Agreement.; (g) Broker is responsible for paying any and all taxes incurred as a result of Broker's compensation or otherwise providing services under the Agreement through its employees or permitted subcontractors, including estimated taxes, FICA, and other employment or consulting taxes or obligations; (h) Broker maintains any and all insurance applicable to the performance of its obligations hereunder as required by Law, including workers' compensation, health and disability insurance; (i) Broker shall disclose to all Prospects and Customers: (1) that they will be obligated to pay Broker a commission/fee for their services; (2) the amount of such Broker fee; and (3) that such Broker commission/fee is collected from Customer as part of their contract price set forth in the Customer Agreement and remitted by Constellation to Broker on behalf of the Customer for services provided to Customer by Broker; and (j) Broker shall hold harmless, as well as defend and indemnify, Constellation for any damages, losses or costs of any kind incurred by

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Constellation associated with a breach of the representations set forth in this Section 6. The provisions of this clause 6(j) shall survive the expiration or termination of the Agreement for any reason.

7. **DISBURSEMENT OF COMMISSION/FEE.** From time to time from and after the Effective Date, one or more Compensation Schedule(s) may be issued by Constellation to govern the disbursement of Broker's commission/fee with respect to any Prospects that become Customers. Notwithstanding the mutual execution and delivery of this Master Agreement and/or the registration of a Prospect to Broker in the Prospect Register, under no circumstances shall Constellation have any obligation to issue one or more Compensation Schedule(s) with Broker, and Broker shall not have any right to any commission/fee or other amount from Constellation unless and until Constellation has delivered a Compensation Schedule that is satisfactory to Constellation and the Broker has fulfilled all other requirements under the Agreement or under the Compensation Schedule (including any signatory requirements, if applicable). Constellation may send Broker a Compensation Schedule to memorialize the commission/fee and, unless otherwise indicated in a Compensation Schedule, if Broker fails to object in writing to any term in the Compensation Schedule within 10 days, the Compensation Schedule shall constitute the definitive written expression of the compensation/commission/fee. "In consideration of meeting the requirements of the Agreement, Constellation agrees to disperse to Broker on or before the Payment Date the commission/fee amounts set forth in the applicable Compensation Schedule (so long as Constellation has been paid by the Customer), if any, for (a) the initial term of any Customer Agreement(s) executed thereunder; and (b) renewal or extension of any such Customer Agreements, if and only if, (i) Broker participates actively and materially in the efforts to sign-up, renew or extend the Customer Agreements with Constellation, as determined by Constellation, and (ii) a new Compensation Schedule is sent to Broker. Upon termination of a Customer Agreement for any reason, Constellation's obligation to remit a commission/fee to Broker under the Agreement will also terminate, and Customer shall no longer be designated in the Prospect Register as a Prospect of Broker. If in the future Constellation enters into a new Customer Agreement with that Customer, no amounts shall be payable to Broker unless Constellation has issued a new Compensation Schedule covering that Customer. Broker shall not be entitled to any compensation for prospective customers outside of the Geographic Region unless Customer has engaged Broker to act on their behalf. Nothing herein or otherwise shall require that Constellation agree to issue any Compensation Schedule with Broker or extend the Geographic Region set forth in any Compensation Schedule. For the avoidance of doubt, Broker agrees that any Compensation Schedule shall be deemed irrevocably and unconditionally agreed to by the Broker if, within 10 days from the date that such Compensation Schedule was sent to Broker, Broker has not raised any objections to such Compensation Schedule. Except for the compensation expressly payable to Broker under the Compensation Schedule(s), no other amounts are payable to Broker, and nothing in the Agreement imposes a duty on Constellation with respect to any Customer Agreements, including any duty on Constellation to collect amounts unpaid by Customer. Constellation shall have the right to set-off and net any amounts owed to Broker against any amounts owed to Constellation or its Affiliates under this Agreement or under any other agreement.

8. **TERM.** The Master Agreement will commence on the Effective Date and, unless terminated earlier as otherwise provided in this Master Agreement, will continue for a period of one year, and will automatically renew for successive one-year terms. Either Party may terminate this Master Agreement without cause upon thirty (30) days prior written notice to the other Party. If, at the time of termination of this Master Agreement without cause, any Compensation Schedule(s) remain in effect, such termination will not become effective as to any such Compensation Schedule until its expiration, which shall continue to be governed by the terms and conditions of this Master Agreement. Constellation shall not be liable to Broker by reason of the expiration or termination of the Agreement for any compensation or damages on account of any loss of prospective profits or anticipated commission/fee or any commitments made by Broker in connection with the Agreement, the creation of goodwill by Broker on behalf of Constellation, or the anticipation of extended performance hereunder.

9. **DEFAULT; TERMINATION FOR DEFAULT.** A "Broker Default" means any one of the following: (a) any representation or warranty made by Broker in the Agreement proves to have been incorrect, false or misleading when made or ceases to remain true during the term of the Agreement, if not cured within five business days after written notice from Constellation; (b) Broker's breach of this Agreement or the failure by Broker to perform any obligation set forth in the Agreement (other than events otherwise specifically covered as a separate Broker Default hereunder) and where within five business days after receipt of written notice from Constellation it is not cured in circumstances where such failure or breach is curable (if the failure or breach is not curable no cure notice need be provided); or (c) Broker (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iv) otherwise becomes bankrupt or insolvent (however evidenced) or suspends operations in the normal course; or (v) is unable to pay its debts as they fall due. If a

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Broker Default occurs, Constellation may, in its sole discretion, at any time, terminate the Agreement in whole or solely with respect to those Compensation Schedules affected by such Broker Default, effective upon written notice to Broker, and notwithstanding any other provision herein or in a Compensation Schedule, Constellation will have no further liability to make commission/fee payments. For purposes of clause (b) of the first sentence of this Section 9, Broker acknowledges and agrees that any breach of the confidentiality obligations in Section 11 below or the representations in Section 6 above shall be deemed for purposes of this Agreement as not capable of cure and constitutes grounds for immediate termination by Constellation.

10. OBLIGATIONS UPON EXPIRATION AND TERMINATION; SURVIVAL. Upon termination of Broker's engagement for any reason, Broker shall immediately surrender to Constellation all documents, lists, marketing brochures and materials, Prospect Data, books and records of, or in connection with, Constellation's business, and all other property belonging to Constellation (including all Confidential Information), it being expressly understood that all such lists, books and records, and other documents, are the property of Constellation. Notwithstanding anything to the contrary in this Master Agreement, after termination of the Master Agreement (other than for Broker Default), Broker shall be paid commission/fee when due only for the remainder of the current term of Customer Agreement(s) signed prior to the date of such termination pursuant to any Compensation Schedule(s) in effect as of the date of termination. Broker shall not be entitled to any commission/fee or other payment, whether as a so-called "procuring cause" or otherwise, with respect to any Prospects who sign, renew or extend Customer Agreements after termination of this Master Agreement. The following applicable provisions of this Master Agreement will continue in effect after termination or expiration of the Agreement: Sections 6(j), 10, 11, 12, 15, 16, 17 and 20 of this Master Agreement. Except as expressly provided in the Agreement, neither Constellation nor Broker shall have any further rights or obligations with respect to the other Party upon termination of the Agreement.

11. CONFIDENTIALITY. Broker agrees to maintain in confidence all Confidential Information, not to disclose any Confidential Information to any third parties (including that Broker will not make any public statement or announcement concerning execution of the Agreement or its relationship with Constellation) without the prior written consent of Constellation, and not to use the Confidential Information for any purpose other than as expressly permitted by the Agreement; provided that Broker may disclose to its registered Prospects the pricing proposals offered by Constellation in connection with the performance of Broker's services. If disclosure of any Confidential Information is sought through process of a court, or a state or federal regulatory agency or other legal compulsion, Broker will notify Constellation immediately to afford Constellation the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Broker will cooperate with Constellation in its attempts to obtain such protections. In any event, Broker will disclose only that portion of Confidential Information required to comply with applicable Law. Broker acknowledges that any breach of this Section 11 will cause irreparable harm to Constellation for which money damages would not adequately compensate Constellation. Accordingly, in addition to all other remedies expressly provided in the Agreement, Broker agrees that Constellation shall be entitled to all available remedies at equity (including without limitation, injunctive relief) and in law. The provisions of this Section 11 shall survive the expiration or termination of the Agreement for any reason.

12. COMPETITIVE ACTIVITY; NON-SOLICITATION; NON-DISPARAGEMENT. During the term of the Agreement (including Compensation Schedule obligations) and for six months after the expiration or termination of the Agreement for any reason, Broker shall not solicit, or assist any other person or commercial entity to solicit, or request or advise any existing Constellation customer to breach its agreement with Constellation, or otherwise to withdraw, curtail or terminate early its business dealings with Constellation. 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 Constellation or its Affiliates to terminate employment with Constellation or its Affiliates. Upon termination or expiration of the Agreement for any reason, both Parties shall refrain from disparaging the other Party and its Affiliates, 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 12 may cause irreparable harm to the other Party for which money damages may not adequately compensate. Accordingly, in addition to all other remedies expressly provided in the 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. The provisions of this Section 12 shall survive the expiration or termination of the Agreement for any reason.

13. AUTHORITY; NO AGENCY RELATIONSHIP. Broker is an independent contractor, acting on behalf of Prospects and/or Customers under the Agreement, and nothing contained herein or in any Compensation Schedule shall be construed as creating a relationship of employer and employee or principal and agent between them. Accordingly, Broker is not entitled to any benefits accorded to Constellation's employees, including, without limitation, workers' compensation, disability insurance, vacation or sick

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leave. Broker shall not have any authority to execute Customer Agreements or other legally binding documents on behalf of Constellation, and shall not hold itself out as having such authority to act as an employee, agent or officer of Constellation. Broker shall not incur, assume, agree to pay on behalf of Constellation or otherwise commit Constellation to any contractual agreement or obligation, or any charge, fee or expense. Nothing in the Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. Broker acknowledges and agrees that in referring Prospects to Constellation hereunder it is acting on behalf of such Prospects and does not represent Constellation.

14. CUSTOMER AGREEMENTS. Any transaction between Constellation and a Prospect and/or Customer will be formed and effectuated by a written agreement negotiated and executed by Constellation and the Customer. It is specifically recognized and agreed that Constellation, in its sole discretion, may from time to time, change the form as well as the terms and conditions under which it will enter into a Customer Agreement, and nothing herein shall be deemed to prohibit a Customer and Constellation from agreeing to terminate a Customer Agreement early. Further, all terms and conditions of the Customer Agreement are subject to Constellation's approval and Broker will not directly or indirectly represent or imply otherwise to a Prospect and/or Customer. Constellation is responsible for evaluating, approving or denying each Prospect's credit. Constellation shall have the sole right to elect not to serve a Prospect or to exercise the termination rights under any Customer Agreement for any reason permitted under the Customer Agreement. Upon termination of a Customer Agreement for any reason, Constellation's obligation to remit a commission/fee to Broker under the Agreement will also terminate, and Customer shall no longer be designated in the Prospect Register as a Prospect of Broker. Further, if a Customer should default in making payments to Constellation under its Customer Agreement and Constellation has already paid the commission/fee to Broker for the default period, Constellation has the right to either (a) deduct that amount previously paid from the total amount due to Broker in a subsequent period; or (b) invoice Broker for such amounts, payable on demand.

15. INDEMNIFICATION. Each Party shall hold harmless, as well as defend and indemnify, the other Party and its Affiliates, and all of their respective officers, directors, members, shareholders, associates, employees, agents, representatives, successors and assigns from and against any and all liabilities, damages, claims, charges, fees or taxes, penalties, fines, costs and expenses (including attorneys' fees) incurred or claimed and resulting from or related to: (a) any breach or default of the indemnifying Party's obligations under the Agreement; (b) any of the indemnifying Party's negligent acts or omissions or willful misconduct, or any such act, omission or misconduct on the part of its employees or agents; (c) claims from third parties used or employed by the Indemnifying Party in fulfilling its obligations provided hereunder; (d) claims related to Brokers representation of its customers including those related to compensation and (d) in the case of Broker, any breach by Broker of a representation or warranty made by Broker in connection with a Customer Agreement, or any claim by a Customer that Broker lacked authority to enter into an Customer Agreement on behalf of such customer. These indemnification obligations shall survive any termination of the Agreement.

16. LIMITATION OF LIABILITY. Notwithstanding any other provision of the Agreement to the contrary, the entire liability of Constellation for any and all claims of any kind arising from or relating to the Agreement will not exceed the full amount due to Broker under any Compensation Schedule(s) then in effect and will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the Broker to mitigate its damages. **Furthermore, Constellation shall not have any liability to Broker whatsoever under this Agreement or at law, in equity or otherwise, including under theories of quantum meruit or unjust enrichment, unless and until the Parties shall have mutually agreed and delivered one or more Compensation Schedule(s) that remain in effect.** EXCEPT TO THE EXTENT NECESSARY TO FULFILL ITS INDEMNITY OBLIGATIONS RESPECTING A CLAIM OR ACTION BROUGHT BY A THIRD PARTY, AND EXCEPT FOR A BREACH OF SECTION 11 REGARDING CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, 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. The provisions of this Section 16 shall survive the expiration or termination of the Agreement for any reason.

17. NO THIRD PARTY BENEFICIARIES. The Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under the Agreement whatsoever, other than individuals and entities subject to indemnification under Sections 6(k) and 15 above. If Broker is represented by a third party in connection with the procurement of the Agreement or if Broker employs any third party in connection with its performance hereunder, Broker shall (a) obtain prior written consent from Constellation for such engagement(s) or representation(s), (b) be fully responsible for any fee, commission or other compensation owing any such third party, (c) arrange for payment of such third party without involving Constellation, and (d) indemnify, defend and hold Constellation harmless from any and all claims for compensation by any such third party. Notwithstanding any payment obligations hereunder, Contractor shall not be a third party beneficiary to and has no rights in any

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Customer Agreement. The provisions of this Section 17 shall survive the expiration or termination of the Agreement for any reason.

18. ASSIGNMENT. Broker shall not assign any of its rights and obligations under this Master Agreement or any Compensation Schedule(s) without the prior written consent of Constellation, which it may withhold in its sole discretion. Constellation may assign and be released from any of its rights and obligations under this Master Agreement or any Compensation Schedule(s) without consent to an Affiliate or to any person or entity succeeding to all or substantially all of Constellation's assets or business or the division or region of Constellation to which the Agreement relates or into which Constellation is merged or otherwise combined or reorganized; provided the succeeding entity agrees to be bound to this Agreement.

19. ENTIRE AGREEMENT; AMENDMENT. This Agreement (which constitutes the Master Agreement and any Compensation Schedule(s) in effect between the Parties from time to time) embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No amendment to this Agreement, including (if applicable) the Compensation Schedule(s), will be valid or given any effect unless signed by both Parties. Any alteration, addition, or modification made by Broker to the preprinted terms of this Agreement shall be void and without any effect. Broker agrees that no employees of Constellation are authorized to represent that Constellation will enter into any particular Compensation Schedule with Broker. In the case of any conflict between this Master Agreement and any Compensation Schedule(s), the Compensation Schedule(s) will control, but only with respect to the Geographic Region and/or Customers listed on such Schedule(s). The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

20. CHOICE OF LAW; VENUE; ATTORNEY FEES AND EXPENSES. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of the Governing Jurisdiction, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement will be settled in accordance with the express terms of this Agreement exclusively by a court located in the Governing Jurisdiction (and each Party hereto waives any right to object to venue in this regard). 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 BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs. The provisions of this Section 20 shall survive the expiration or termination of the Agreement for any reason.

21. WAIVER AND SEVERABILITY. Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

22. NOTICES. To be effective, all notices must be in writing delivered by hand, by first class mail, postage prepaid, by electronic facsimile transmission (with verification of delivery), or by express carrier to the addresses provided in this Master Agreement or the applicable Compensation Schedule(s), as the case may be. A Party may change its address by providing notice of such change in accordance herewith.

23. AFFIRMATION. Broker affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

24. ACCEPTANCE. ***This Master Agreement shall not be binding or enforceable against Constellation unless and until signed by an authorized representative of Constellation. Nothing in this Master Agreement shall be deemed to require that Constellation enter into a Compensation Schedule with Broker from and after the Effective Date.***

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.

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Constellation.
An Exelon Company

Constellation NewEnergy, Inc.

By: _____
Name: David T Donat 2018-07-06
Title: David T. Donat 16:50:05:00
Date: Vice President

Broker: Cost Control Associates, Inc.

By: _____
Name: Keith Laake
Title: President
Date: 6-28-18
Tax Payer ID#: 16-1597018

Constellation Notice Address:

1221 Lamar Street, Suite 750
Houston, TX 77010
Attn: Legal Department

Broker Notice Address:

Address: 310 Bay Road
City, State, Zip: Queensbury, NY 12804
Attn: Keith Laake
Phone: 518-798-4437

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Constellation
An Exelon Company

COMPENSATION SCHEDULE

This Compensation Schedule is entered into pursuant to and in accordance with a Master Broker Agreement or Master Referrer Agreement (each referred to herein as "Master Agreement") executed on the 6th day of July, 2018, by and between Constellation and Broker or Referrer ("Company"), and constitutes part of and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this Compensation Schedule and the Master Agreement will be resolved in favor of this Compensation Schedule. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

CS 1. **Certain Definitions.** Capitalized terms used but not otherwise defined in this Compensation Schedule shall have the meanings ascribed to them in the Master Agreement. In addition, the following terms shall have the following meanings for purposes of this Compensation Schedule:

"Geographic Region" means the Utility service territory(ies) in the state(s) and/or province(s) where the Accounts listed below are located.

"Governing Jurisdiction" means the State the Account resides in, provided that the Governing Jurisdiction shall be deemed to be the State of New York if the matter at issue involves a Customer in more than one state.

"Holdover End Date" means upon (i) a new supply agreement executed by the Parties for the Account(s), or (ii) either Party providing notice to the other Party to terminate the holdover term and such termination shall be effective upon the Account(s) being enrolled under the then applicable tariff service, whether default service or otherwise.

"Holdover Start Date" shall have the meaning set forth in the fully executed Customer Agreement.

"Holdover Term" shall have the meaning set forth in the fully executed Customer Agreement.

"Payment Date" means the 30th day following the month in which the Customer payments are received in full during the term of this Compensation Schedule.

CS 2. **Term.** The term of this Compensation Schedule will commence on the later date set forth below under the Parties' signatures and shall remain in effect until either (i) the Customer Agreement End Date referenced below, or (ii) for the Holdover Term at the Holdover Commission Rate below from the Holdover Start Date until the Holdover End Date, or (iii) unless otherwise terminated pursuant to the Master Agreement.

CS 3. **Commission Compensation.** Commission will be paid to Company every calendar month on or before the Payment Date, consistent with the Master Agreement, and according to the following formula for kWh usage billed and actually collected by Constellation during the preceding month from Customer:

Unless otherwise agreed in writing by the Parties pursuant to a subsequent Compensation Schedule, the formula above shall apply for the Customers identified during the initial term of the Customer Agreement; provided, however, that **no commission will be payable unless and until Constellation collects payment under the Customer Agreement(s).** If Constellation pays Company based on Customer's estimated consumption, Constellation may subsequently adjust payments to Company as necessary to account for the difference between estimated and actual usage, reflected in Constellation's subsequent payment to Company, or if Constellation has already made final payment to Company hereunder, as an invoice to Company payable on demand. No adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

CS 4. **Disclosure of Company Compensation.** Company shall disclose to all Prospects that Constellation shall pay a fee to Company for Company's referral of the Prospect to Constellation.

CS 5. **Further Representations, Warranties and Covenants of Company applicable when UDC Accounts in Texas appear on this Compensation Schedule.** In accordance with Section 5 of the Master Agreement, with respect to UDC Account Numbers in Texas. Company represents that it is _____ / is not _____ an Aggregator as defined by the Texas Public Utility Commission and is in compliance with the requirements of Section 25. 111. If Company is an Aggregator, its PUC Certification number is _____. Company agrees to maintain its status as a licensed Aggregator as such term is defined under the Texas Public Utility Commission Regulations or any successor regulation throughout the term of this Agreement, and to notify Constellation immediately if such status changes at any time.

CS 6. **Constellation Contact Information.** Company shall coordinate all Company activities within the Geographic Region under this Compensation Schedule with Constellation's Designated Company Contact at the notice address set forth below. In addition, Company may contact thirdpartycommissions@exeloncorp.com regarding payment or other matters concerning this Compensation Schedule. Company may fax a signed copy of this Compensation Schedule to Constellation at (888) 232-9800 Attention: Contracts Administration.

If Broker does not sign and return to Constellation this Compensation Schedule within ten (10) days of the date this Compensation Schedule was sent to Company, then Company will be deemed to have irrevocably and unconditionally agreed in writing to the terms set forth herein.

ANY ALTERATION, ADDITION, OR MODIFICATION MADE BY COMPANY TO THE PREPRINTED TERMS OF THIS COMPENSATION SCHEDULE SHALL BE VOID AND WITHOUT ANY EFFECT.

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Printed On: 10/4/2018

UDC	UDC Account Number	Service Account Name	Commission Rate ($/kWh)	Customer Agreement Start Date	Customer Agreement End Date	Service Address	Holdover Commission Rate ($/kWh)
CINERGY	7460367201	PARK NATIONAL BANK SECURITY - 7460367201	0.00200	10/24/2018	11/23/2020	720 GARDNER RD SPRINGBORO, OH 45066, OH, 450665000	
CINERGY	0450209402	ANDERSON BANK CO - 0450209402	0.00200	10/12/2018	11/11/2020	1075 NIMITZVIEW DR CINCINNATI, OH 45230, OH, 452304359	
CINERGY	3010039721	PARK NATIONAL BANK - 3010039721	0.00200	10/24/2018	11/23/2020	0 JACKSON PK BATAVIA, OH 45103, OH, 45103	
CINERGY	4280009121	PARK NATIONAL BANK - 4280009121	0.00200	11/7/2018	12/9/2020	1187 OHIO PK W AMELIA, OH 45102, OH, 45102	
CINERGY	7580356902	PARK NATIONAL BANK SW - 7580356902	0.00200	11/6/2018	12/8/2020	8366 PRINCETON GLENDALE RD WEST CHESTER, OH 45069, OH, 450695935	
CINERGY	2040372401	PARK NATIONAL BANK - 2040372401	0.00200	11/5/2018	12/7/2020	4560 EASTGATE BL CINCINNATI, OH 45245, OH, 45245	
CINERGY	5870024521	PARK NATIONAL BANK - 5870024521	0.00200	11/1/2018	12/3/2020	25 MAIN MILFORD, OH 45150, OH, 45150	
CINERGY	5570052421	PARK NATIONAL BANK - 5570052421	0.00200	11/8/2018	12/10/2020	100 WESTERN NEW RICHMOND, OH 45157, OH, 451579632	
CINERGY	0860371301	WEST CHESTER OFFICE-0860371301	0.00200	11/6/2018	12/8/2020	8366 PRINCETON GLENDALE RD WEST CHESTER, OH 45069, OH, 450695935	
CINERGY	9760371301	WEST CHESTER OFFICE-9760371301	0.00200	11/6/2018	12/8/2020	8366 PRINCETON GLENDALE RD WEST CHESTER, OH 45069, OH, 450695935	

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IN WITNESS WHEREOF, the Parties have caused this Compensation Schedule to be executed on their behalf on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

David T Donat

By:
Name: David T. Donat
Title: Vice President
Date: 10/4/2018

Address for Notices:

1221 Lamar St. Suite 750
Houston, Texas 77010
Attn: Contracts Administration

Fax: (888) 232-9800

Designated Constellation Contact: Thompson, Clifford

COMPANY: Cost Control Associates, Inc.

By: [signature]
Name: Keith Lauke
Title: President
Date: 10/11/18

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COMPENSATION SCHEDULE - Texas Only

This Compensation Schedule is entered into pursuant to and in accordance with a Master Broker Agreement, by and between Constellation NewEnergy, Inc. ("Constellation") and Broker identified at the signature block, and constitutes part of and is subject to all of the provisions, terms and conditions of such Master Broker Agreement. Notwithstanding anything to the contrary, any conflict between this Compensation Schedule and the Master Broker Agreement will be resolved in favor of this Compensation Schedule with respect to Geographic Region. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Broker Agreement.

CS 1. **Certain Definitions**. Capitalized terms used but not otherwise defined in this Compensation Schedule shall have the meanings ascribed to them in the Master Broker Agreement. In addition, the following terms shall have the following meanings for purposes of this Compensation Schedule:

"Geographic Region" means the Utility service territory(ies) in Texas.

"Governing Jurisdiction" means the State of Texas, provided that the Governing Jurisdiction shall be deemed to be the State of New York if the matter at issue involves a Customer in more than one state.

"Payment Date" means the 30th day following the month in which the Customer payments are received in full during the term of this Compensation Schedule.

CS 2. **Term**. The term of this Compensation Schedule will commence once fully executed by both Constellation and Broker, and shall remain in effect until the expiration or termination of the Compensation Schedule or Master Broker Agreement (the "Term"). In addition to the termination rights provided for in the Master Broker Agreement, either Party may terminate this Compensation Schedule for any reason upon thirty (30) days prior written notice to the other Party.

CS 3. **Commission Compensation**.
Commission will be paid to Broker every calendar month on or before the Payment Date, consistent with the Master Broker Agreement, for the initial term of the Customer Agreement and according to the applicable formulae provided below for kWh usage billed and actually collected by Constellation during the preceding month from Customer ("Actual Usage"). For the avoidance of doubt, no commission will be payable unless and until Constellation collects payment under the Customer Agreement(s). If Constellation pays Broker based on Customer's estimated consumption, Constellation may subsequently adjust payments to Broker as necessary to account for the difference between estimated and actual usage, reflected in a subsequent payment by Constellation to Broker, or if Constellation has already made final payment to Broker hereunder, as an invoice to Broker payable on demand. No adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived. Commercial and residential commissions shall be as follows:

A. **Commercial Commission**. For each commercial Prospect that becomes a Customer, Constellation agrees to pay the Broker the applicable monthly commission rate (**"Commission Rate"**), multiplied by the Actual Usage of the Customer during the applicable monthly billing cycle. The Commission Rate shall be calculated as follows: Constellation will provide Broker, in writing, with a base price (the **"Base Price"**) applicable to each Prospect that Broker submits to Constellation. The Broker shall have the option of adding an additional amount (the **"Price Adder"**) to the approved Base Price prior to presenting the proposal to such Prospect which shall be subject to Constellation approval. The Commission Rate shall be equal to the Price Adder.

B. **Residential Commission**. For each residential Prospect that becomes a Customer and for the initial term of the Customer Agreement, Constellation agrees to pay the Broker a commission of $0.002 per kWh, multiplied by the Actual Usage of the Customer during the applicable monthly billing cycle.

CS 4. **Disclosure of Broker Compensation**. Broker shall disclose to all Prospects that Constellation shall pay a fee to Broker for Broker's referral of the Prospect to Constellation.

CS 5. **Constellation Contact Information**. Broker shall coordinate all Broker activities within the Geographic Region under this Compensation Schedule with Constellation's designated representative at the notice address set forth below. In addition, Broker may contact Constellation's designated representative regarding payment or other matters concerning this Compensation Schedule. Broker may fax a signed copy of this Compensation Schedule to Broker Relations at Constellation at 866-681-8634 ATTN: Ricardo Leal.

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CS 6. **Further Representations, Warranties and Covenants of Broker for Texas.** In accordance with Section 5 of the Master Broker Agreement, Broker represents that it will comply with all local, state, and federal laws and regulations applicable to the transactions between and among Constellation, Broker and the Prospect(s) and/or Customers. Broker represents that it is _____ / is not _____ an Aggregator as defined by the Texas Public Utility Commission and is in compliance with the requirements of Section 25. 111. If Broker is an Aggregator, its PUC Certification number is _____. Broker agrees to maintain its status as a licensed Aggregator as such term is defined under the Texas Public Utility Commission Regulations or any successor regulation throughout the term of this Agreement, and to notify Constellation immediately if such status changes at any time. Broker also warrants that it will not take deposits on behalf of or receive any money owed to Constellation. In the event that Broker receives any monies due or paid to Constellation, Broker shall hold such funds in trust on behalf of Constellation and shall immediately remit such funds to Constellation at the address provided for notices in this Compensation Schedule.

CS.7 **Customer-Specific Compensation Schedules.** To the extent Constellation issues a Customer-specific Compensation Schedule with respect to Customer Agreement, such Compensation Schedule shall control for purposes of such Customer Agreement.

IN WITNESS WHEREOF, the Parties have caused this Compensation Schedule to be executed on their behalf on the respective dates written below.

Constellation NewEnergy, Inc
"Constellation"

By:
Name: Nancy H. Fischer 2019-01-10 15:18-06:00
Title: Nancy H. Fischer
Vice President- Retail Ops

Contact Information:

1221 Lamar Street Suite 750
Houston, TX 77010
Attn.: Contract Admin

Cost Control Associates, Inc.
"Broker"

By: _____
Name: Keith Laake
Title: President
Taxpayer ID#: 16-1597018

Contact Information:

Attn: Keith Laake
Phone: 518-798-4437

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Broker Agreement

Cost Control Associates, Inc. ("Broker"), and Constellation NewEnergy – Gas Division, LLC ("CNEG"), enter into this Broker Agreement ("Broker Agreement") as of January 15, 2021 ("Effective Date"). CNEG and Broker are sometimes referred to individually as a "Party" and collectively as the "Parties." This Broker Agreement sets forth the framework for Broker to receive proposals, including pricing and product information, from CNEG on behalf of prospective customers. Any compensation/commission/fee to be disbursed by CNEG to Broker shall be governed by, and contingent upon the Parties execution of, a separate compensation schedule (a "Compensation Schedule") in the general form attached as Schedule A. The executed Compensation Schedule, if any, along with this Broker Agreement are sometimes collectively referred to herein as the "Agreement". The Parties agree as follows:

1. DEFINED TERMS. Capitalized terms not otherwise defined in this Broker Agreement will have the meanings set forth below or in the Compensation Schedule(s).

"Affiliate" of a Party means any person or entity controlled by, that controls, or that is under common control with, such Party. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Party, whether through the ownership of voting securities, by contract, or otherwise.

"Confidential Information" means all information or material not generally known by non-CNEG (including its Affiliates) personnel (a) which gives CNEG some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of CNEG; (b) which is owned, controlled or developed by CNEG or in which CNEG has an interest; and (c) which is (i) marked "Confidential Information," "Proprietary Information" or other similar marking, (ii) known by Broker to be considered confidential and proprietary by CNEG, or (iii) from all the relevant circumstances should reasonably be assumed by Broker to be confidential and proprietary to CNEG. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): Prospect Data, the terms of this Broker Agreement and any related Compensation Schedule(s) or resulting Customer Agreements (including pricing offered by CNEG to any Prospect), trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies or models, business plans, information relating to current, former or prospective customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and information. Confidential Information also includes any information described above which CNEG obtains from a third party and which CNEG treats as proprietary or designates as Confidential Information, whether or not owned or developed by CNEG. Notwithstanding the foregoing, Constellation may disclose to Customer the Referrer commission/fee payable on a specific Customer Agreement. Notwithstanding the above, however, no information constitutes Confidential Information which Broker can demonstrate by documentary evidence (A) is generic information or general knowledge, or if it is otherwise publicly known and in the public domain; (B) after being disclosed, entered into the public domain without any action or fault of Broker or its personnel or agents; (C) is obtained from any individual, firm or entity which had the unrestricted right to disclose it; or (D) is disclosed by Broker with CNEG's prior written approval.

"Customer" means a Prospect that has executed a Customer Agreement.

"Customer Agreement" means any written agreement executed by CNEG and a Prospect, in which Broker was instrumental in consummating the transaction. In circumstances where a Prospect and CNEG enter into a master natural gas supply agreement, they shall only be deemed to be party to a Customer Agreement at such times and both parties enter into a transaction pursuant to which the Prospect becomes obligated to purchase natural gas from CNEG.

"Governing Jurisdiction" shall be deemed to be the State of New York.

"Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, rule of the public utilities commission, public service commission, independent system operator, regional transmission organization, or similar state commission, agency or body having jurisdiction over the Parties, natural gas transactions, Utilities or natural gas transportation or distribution systems.

"Payment Date" shall have the meaning set forth in the Compensation Schedule.

"Prospect" means an entity eligible to select a retail natural gas supplier and submitted to CNEG by Broker, along with the requisite Prospect Data, for CNEG's evaluation.

"Utility" means the local natural gas distribution company owning and/or controlling and maintaining the distribution system required for delivery of natural gas to Prospect accounts.

2. BROKER PROSPECTS. Broker acts as the representative for commercial and industrial businesses customers that buy retail natural gas and related services. During the term of the Agreement, Broker shall provide CNEG with written information

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regarding customers on whose behalf Broker is authorized to act ("Prospects") in connection with the purchase of retail natural gas and related services, including but not limited to, the following information, as well as any additional information designated in the Compensation Schedule (collectively, "Prospect Data"):

(a) legal name of company or business, state of organization, and business address;

(b) DUNS Number, tax identification number, credit contact name, telephone number, fax number and e-mail address;

(c) account and meter number(s), service addresses, copies of natural gas service bill(s), usage information in electronic format and hard copy for both monthly and interval meters, usage information contact name, telephone number, fax number and e-mail address;

(d) Utility customer information release form signed by the Prospect, whereby Prospect designates CNEG to the Utility as an authorized recipient of Prospect's current and historical natural gas billing and usage data, meter and account number, and other customer information;

(e) billing address, billing contact name, number, fax number and e-mail address; and

(f) notice address, notice contact name, number, fax number and e-mail address (must be an employee and/or authorized representative of the Prospect), Prospect profiles, buying habits and patterns, pricing information, decision-making processes, and all other information relevant to the buying decision of the Prospect.

During the term of the Agreement, Broker shall (i) notify CNEG in writing of any changes to the Prospect Data promptly after Broker becomes aware of such change; (ii) periodically report to CNEG regarding the status of discussions with Prospects and/or communications to Customers, and (iii) coordinate with CNEG any activities relative to Customers.

3. QUALIFICATION AND REGISTRATION OF PROSPECTS BY CNEG. CNEG is in the business of selling natural gas and related services to commercial, industrial, or other customers. CNEG will review the Prospect Data provided by Broker, as well as any other information CNEG may collect independently and make a determination, in CNEG's sole judgment, as to whether a Prospect is qualified to receive a proposal from CNEG (which include, among other factors, historical consumption patterns and Utility service territories). Broker acknowledges and agrees that (a) CNEG reserves the right to reject a Prospect for any reason, or for no reason, in its sole discretion, and (b) in no event shall CNEG be liable to Broker for any loss suffered by Broker for CNEG's failure to execute a customer agreement with a Prospect.

4. NON-EXCLUSIVITY. Broker acknowledges and agrees that (a) this Broker Agreement does not give any right, exclusive or otherwise, to Broker to sell or represent to a Prospect that it has the ability to sell the products and services of CNEG; and (b) CNEG may sell its products and services through its direct sales force, in connection with other independent brokers or through any other means CNEG deems appropriate. All trademarks and service marks, logos, trade names, copyrights associated with any of CNEG's marketing materials, and all associated goodwill, shall remain the property of CNEG, and all extension of goodwill created by Broker shall inure to the benefit of CNEG.

5. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other the following: (a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (b) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (c) the execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents, contracts to which it is a party or applicable Law; and (d) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise consummate the transactions contemplated by the Agreement, or which would represent any conflict of interest with the Broker, any Prospect or CNEG.

6. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF BROKER. Broker warrants, represents and covenants, as of the Effective Date and the date of execution of the Compensation Schedule and Customer Agreement with one of Broker's Prospects, that: (a) the Prospect Data provided to CNEG is true and correct to the best of its knowledge; (b) Broker has any and all licenses, permits and approvals required under applicable Law to perform the services set forth herein; (c) Broker is authorized to act on behalf of Prospects that Broker submits to CNEG, Broker has no authority to act on behalf of CNEG, and Broker is not authorized to and shall not alter or modify in any way any Customer Agreements, or any sales, marketing, or pricing materials provided by CNEG to Broker for the benefit of Prospects; (d) Broker will use its skills and abilities and perform its duties hereunder in a professional and conscientious manner in accordance with all applicable Law and standards, and will not make any oral or written representations or promises or statements which conflict with the terms of a Customer Agreement entered into with a Prospect; (e) there are no pending, or to the knowledge of Broker, threatened, investigations, actions or judgments against Broker, whether criminal or civil and (i) involving matters of fraud or moral integrity, or (ii) constituting a felony; (f) Broker shall bear all of its own business expenses in performance of the services under the Agreement.; (g) Broker is responsible for paying any and all taxes incurred as a result of Broker's compensation or otherwise providing services under the Agreement through its employees or permitted subcontractors, including estimated taxes, FICA, and other employment or consulting taxes or obligations; (h) Broker maintains any and all insurance applicable to the performance of its obligations hereunder as required by

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Law, including workers' compensation, health and disability insurance; (i) Broker shall disclose to all Prospects that CNEG shall pay a fee to Broker for Broker's referral of the Prospect to CNEG, and (j) Broker shall hold harmless, as well as defend and indemnify, CNEG for any damages, losses or costs of any kind incurred by CNEG associated with a breach of the representations set forth in this Section 6. The provisions of this clause 6(j) shall survive the expiration or termination of the Agreement for any reason.

7. DISBURSEMENT OF COMMISSION/FEE. Broker shall not have any right to any fee, commission or other amount from CNEG unless and until the Parties have executed and delivered a Compensation Schedule that is satisfactory to CNEG and the Broker has fulfilled all other requirements entitling it to be paid compensation under the Agreement. In consideration of the services provided by Broker in accordance with the Agreement, CNEG agrees to pay to Broker on or before the Payment Date the commission amounts set forth in the Compensation Schedule, for (a) the initial term of any Customer Agreement(s) executed thereunder; and (b) renewal or extension of any such Customer Agreements, if and only if, Broker participates actively and materially in the efforts to sign-up, renew or extend the Customer Agreements with CNEG, as determined by CNEG. Upon termination of a Customer Agreement for any reason, CNEG's obligation to remit commission to Broker under the Agreement will also terminate. If in the future CNEG enters into a new Customer Agreement with that Customer, no amounts shall be payable to Broker unless CNEG and Broker shall have entered into a new Compensation Schedule covering that Customer. Except for the compensation expressly payable to Broker under the Compensation Schedule, no other amounts are payable to Broker, and nothing in the Agreement imposes a duty on CNEG with respect to any Customer Agreements, including any duty on CNEG to collect amounts unpaid by Customer. CNEG shall have the right to set-off and net any amounts owed to CNEG under the Broker Agreement, including without limitation any damages, fees or other similar transaction costs and expenses reasonably incurred by CNEG as a result of a Broker Default, against any amounts payable to Broker under a Compensation Schedule.

8. TERM. The Broker Agreement will commence on the Effective Date and, unless terminated earlier as otherwise provided in this Broker Agreement, will continue for a period of one year, and will automatically renew for successive one-year terms. Either Party may terminate this Broker Agreement without cause upon thirty (30) days prior written notice to the other Party. If, at the time of termination of this Broker Agreement without cause, the Compensation Schedule remains in effect, such termination will not become effective as to any such Compensation Schedule until its expiration, which shall continue to be governed by the terms and conditions of this Broker Agreement. CNEG shall not be liable to Broker by reason of the expiration or termination of the Agreement for any compensation or damages on account of any loss of prospective profits or anticipated commission or any commitments made by Broker in connection with the Agreement, the creation of goodwill by Broker on behalf of CNEG, or the anticipation of extended performance hereunder.

9. DEFAULT; TERMINATION FOR DEFAULT. A "Broker Default" means any one of the following: (a) any representation or warranty made by Broker in the Agreement proves to have been incorrect, false or misleading when made or ceases to remain true during the term of the Agreement, if not cured within five business days after written notice from CNEG; (b) Broker's breach of this Agreement or the failure by Broker to perform any obligation set forth in the Agreement (other than events otherwise specifically covered as a separate Broker Default hereunder) and where within five business days after receipt of written notice from CNEG it is not cured in circumstances where such failure or breach is curable (if the failure or breach is not curable no cure notice need be provided); or (c) Broker (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iv) otherwise becomes bankrupt or insolvent (however evidenced) or suspends operations in the normal course; or (v) is unable to pay its debts as they fall due. If a Broker Default occurs, CNEG may, in its sole discretion, at any time, terminate the Agreement in whole or solely with respect to those Compensation Schedules affected by such Broker Default, effective upon written notice to Broker, and CNEG will have no further liability to make commission compensation payments under such Compensation Schedules affected by the Broker Default. For purposes of clause (b), Broker acknowledges and agrees that any breach of the confidentiality obligations in Section 11 below or the representations in Section 6 above shall be deemed for purposes of this Agreement as not capable of cure and constitutes grounds for immediate termination by CNEG.

10. OBLIGATIONS UPON EXPIRATION AND TERMINATION; SURVIVAL. Upon termination of Broker's engagement for any reason, Broker shall immediately surrender to CNEG all documents, lists, marketing brochures and materials, Prospect Data, books and records of, or in connection with, CNEG's business, and all other property belonging to CNEG (including all Confidential Information), it being expressly understood that all such lists, books and records, and other documents, are the property of CNEG. Notwithstanding anything to the contrary in this Broker Agreement, after termination of the Broker Agreement (other than for Broker Default), Broker shall be paid commission when due only for the remainder of the current term of Customer Agreement(s) signed prior to the date of such termination pursuant to any Compensation Schedule(s) in effect as of the date of termination. Broker shall not be entitled to any commission or other payment, whether as a so-called "procuring cause" or otherwise, with respect to any Prospects who sign, renew or extend Customer Agreements after termination of this Broker Agreement. The following applicable provisions of this Broker Agreement will continue in effect after termination or expiration of the Agreement: Sections 6(j), 10, 11, 12, 15, 16, 17 and 20 of this Broker Agreement. Except as expressly provided

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in the Agreement, neither CNEG nor Broker shall have any further rights or obligations with respect to the other Party upon termination of the Agreement.

11. CONFIDENTIALITY. Broker agrees to maintain in confidence all Confidential Information, not to disclose any Confidential Information to any third parties (including that Broker will not make any public statement or announcement concerning execution of the Agreement or its relationship with CNEG) without the prior written consent of CNEG, and not to use the Confidential Information for any purpose other than as expressly permitted by the Agreement; provided that Broker may disclose to its Prospects the pricing proposals offered by CNEG in connection with the performance of Broker's services. If disclosure of any Confidential Information is sought through process of a court, or a state or federal regulatory agency or other legal compulsion, Broker will notify CNEG immediately to afford CNEG the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Broker will cooperate with CNEG in its attempts to obtain such protections. In any event, Broker will disclose only that portion of Confidential Information required to comply with applicable Law. Broker acknowledges that any breach of this Section 11 will cause irreparable harm to CNEG for which money damages would not adequately compensate CNEG. Accordingly, in addition to all other remedies expressly provided in the Agreement, Broker agrees that CNEG shall be entitled to all available remedies at equity (including without limitation, injunctive relief) and in law. The provisions of this Section 11 shall survive the expiration or termination of the Agreement for any reason.

12. COMPETITIVE ACTIVITY; NON-SOLICITATION; NON-DISPARAGEMENT. During the term of the Agreement (including Compensation Schedule obligations) and for six months after the expiration or termination of the Agreement for any reason, Broker shall not solicit, or assist any other person or commercial entity to solicit, or request or advise any existing CNEG customer to breach its agreement with CNEG, or otherwise to withdraw, curtail or terminate early its business dealings with CNEG. 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 CNEG or its Affiliates to terminate employment with CNEG or its Affiliates. Upon termination or expiration of the Agreement for any reason, Broker shall refrain from disparaging CNEG and its Affiliates, or any of their respective officers, directors, or shareholders; provided, however, that Broker is permitted to make truthful statements in response to requests for information or in compliance with a lawful subpoena or court order. Broker acknowledges that any breach of this Section 12 will cause irreparable harm to CNEG for which money damages would not adequately compensate CNEG. Accordingly, in addition to all other remedies expressly provided in the Agreement, Broker agrees that CNEG 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. The provisions of this Section 12 shall survive the expiration or termination of the Agreement for any reason.

13. AUTHORITY; NO AGENCY RELATIONSHIP. Broker is an independent contractor under the Agreement, and nothing contained herein or in any Compensation Schedule shall be construed as creating a relationship of employer and employee or principal and agent between them. Accordingly, Broker is not entitled to any benefits accorded to CNEG's employees, including, without limitation, workers' compensation, disability insurance, vacation or sick leave. Broker shall not have any authority to execute Customer Agreements or other legally binding documents on behalf of CNEG, and shall not hold itself out as having such authority to act as an employee, agent or officer of CNEG. Broker shall not incur, assume, agree to pay on behalf of CNEG or otherwise commit CNEG to any contractual agreement or obligation, or any charge, fee or expense. Nothing in the Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. Broker acknowledges and agrees that in referring Prospects to CNEG hereunder it is acting on behalf of such Prospects and does not represent CNEG.

14. CUSTOMER AGREEMENTS. Any transaction between CNEG and a Prospect and/or Customer will be formed and effectuated by a written agreement negotiated and executed by CNEG and the Customer. It is specifically recognized and agreed that CNEG, in its sole discretion, may from time to time, change the form as well as the terms and conditions under which it will enter into a Customer Agreement, and nothing herein shall be deemed to prohibit a Customer and CNEG from agreeing to terminate a Customer Agreement early. Further, all terms and conditions of the Customer Agreement are subject to CNEG's approval and Broker will not directly or indirectly represent or imply otherwise to a Prospect and/or Customer. CNEG is responsible for evaluating, approving or denying each Prospect's credit. CNEG shall have the sole right to elect not to serve a Prospect or to exercise the termination rights under any Customer Agreement for any reason permitted under the Customer Agreement. Upon termination of a Customer Agreement for any reason, CNEG's obligation to remit commission to Broker under the Agreement will also terminate, and Customer shall no longer be designated in the prospect register as a Prospect of Broker. Further, if a Customer should default in making payments to CNEG under its Customer Agreement and CNEG has already paid the commission to Broker for the default period, CNEG has the right to either (a) deduct that amount previously paid from the total amount due to Broker in a subsequent period; or (b) invoice Broker for such amounts, payable on demand.

15. INDEMNIFICATION. Each Party shall hold harmless, as well as defend and indemnify, the other Party and its Affiliates, and all of their respective officers, directors, members, shareholders, associates, employees, agents, representatives, successors and assigns from and against any and all liabilities, damages, claims, charges, fees or taxes, penalties, fines, costs and expenses (including attorneys' fees) incurred or claimed and resulting from or related to: (a) any breach or default of the indemnifying Party's obligations under the Agreement; (b) any of the indemnifying Party's negligent acts or omissions or willful

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misconduct, or any such act, omission or misconduct on the part of its employees or agents; or (c) claims from third parties used or employed by the Indemnifying Party in fulfilling its obligations provided hereunder; and (d) in the case of Broker, any breach by Broker of a representation or warranty made by Broker in connection with a Customer Agreement. These indemnification obligations shall survive any termination of the Agreement.

16. LIMITATION OF LIABILIITY. Notwithstanding any other provision of the Agreement to the contrary, the entire liability of CNEG for any and all claims of any kind arising from or relating to the Agreement will not exceed the full amount due to Broker under the Compensation Schedule(s) then in effect and will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the Broker to mitigate its damages. Furthermore, CNEG shall not have any liability to Broker whatsoever under this Agreement or at law, in equity or otherwise , including under theories of quantum meruit or unjust enrichment, unless and until the Parties shall have mutually executed and delivered one or more Compensation Schedule(s) that remain in effect. EXCEPT TO THE EXTENT NECESSARY TO FULFILL ITS INDEMNITY OBLIGATIONS RESPECTING A CLAIM OR ACTION BROUGHT BY A THIRD PARTY, AND EXCEPT FOR A BREACH OF SECTION 11 REGARDING CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, 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. The provisions of this Section 16 shall survive the expiration or termination of the Agreement for any reason.

17. NO THIRD PARTY BENEFICIARIES. The Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under the Agreement whatsoever, other than individuals and entities subject to indemnification under Sections 6(j) and 15 above. If Broker is represented by a third party in connection with the procurement of the Agreement or if Broker employs any third party in connection with its performance hereunder, Broker shall (a) obtain prior written consent from CNEG for such engagement(s) or representation(s), (b) be fully responsible for any fee, commission or other compensation owing any such third party, (c) arrange for payment of such third party without involving CNEG, and (d) indemnify, defend and hold CNEG harmless from any and all claims for compensation by any such third party. The provisions of this Section 17 shall survive the expiration or termination of the Agreement for any reason.

18. ASSIGNMENT. Broker shall not assign any of its rights and obligations under this Broker Agreement or the Compensation Schedule(s) without the prior written consent of CNEG, which it may withhold in its sole discretion. CNEG may assign and be released from any of its rights and obligations under this Broker Agreement or the Compensation Schedule(s) without consent to an Affiliate or to any person or entity succeeding to all or substantially all of CNEG's assets or business or the division or region of CNEG to which the Agreement relates or into which CNEG is merged or otherwise combined or reorganized; provided the succeeding entity agrees to be bound to this Agreement.

19. ENTIRE AGREEMENT; AMENDMENT. This Agreement (which constitutes the Broker Agreement and any Compensation Schedule(s) executed and delivered by the Parties from time to time) embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. All Compensation Schedule(s) under any such prior agreement are, as of the Effective Date, now governed solely by the terms of this Broker Agreement and shall be Compensation Schedule(s) hereunder and a part of the single integrated agreement between the Parties. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No amendment to this Agreement, including the Compensation Schedule, will be valid or given any effect unless signed by both Parties. Any alteration, addition, or modification made by Broker to the preprinted terms of this Agreement shall be void and without any effect. Broker agrees that no employees of CNEG are authorized to represent that CNEG will enter into any particular Compensation Schedule with Broker prior to the Compensation Schedule being executed in writing by an authorized representative of CNEG. In the case of any conflict between this Broker Agreement and the Compensation Schedule(s), the Compensation Schedule will control. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

20. CHOICE OF LAW; VENUE; ATTORNEY FEES AND EXPENSES. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of the Governing Jurisdiction, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement will be settled in accordance with the express terms of this Agreement exclusively by a court located in the Governing Jurisdiction (and each Party hereto waives any right to object to venue in this regard). 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 BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs. The provisions of this Section 20 shall survive the expiration or termination of the Agreement for any reason.

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21. WAIVER AND SEVERABILITY. Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

22. NOTICES. To be effective, all notices must be in writing delivered by hand, by first class mail, postage prepaid, by electronic facsimile transmission (with verification of delivery), or by express carrier to the addresses provided in this Broker Agreement. A Party may change its address by providing notice of such change in accordance herewith.

23. AFFIRMATION. Broker affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

24. ACCEPTANCE. This Broker Agreement and the Compensation Schedule shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as the Effective Date.

Constellation NewEnergy – Gas Division, LLC
"CNEG"

By:_____

Name:_____

Title:_____

Address for Notices:

9400 Bunsen Parkway, Suite 100
Louisville, Kentucky 40220
Attn: Contracts Administration
Phone: 502-426-4500
Fax: 502-214-6381

Cost Control Associates, Inc.
"Broker"

DocuSigned by:
By: Kevin Flounders
65AC3ABA2AC24B1...

Name: Kevin Flounders

Title: President

Taxpayer ID#: 16-1597018

Address for Notices:

310 Bay Road
Queensbury, New York 12804
Attn: Dave Sadlocha
Phone:
Fax:
Email: dave.sadlocha@costcontrolassociates.com

CCA Address For Notices:
175 Broad Street, Ste 166
Glens Falls, NY 12801
Attn: General Counsel
Phone: (843) 627-4259
Email: dmisar@aboutsib.com

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(This Sample Schedule A must be returned with the signed Broker Agreement)

COMPENSATION SCHEDULE

(C&I – Per MMBtu)

This Compensation Schedule is entered into this _____, 20___ pursuant to and in accordance with a Broker Agreement executed on _____, 20___, by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Broker"), and constitutes part of and is subject to all of the provisions, terms and conditions of such Broker Agreement. Notwithstanding anything to the contrary, any conflict between this Compensation Schedule and the Broker Agreement will be resolved in favor of this Compensation Schedule with respect to Geographic Region and Customers listed herein.

CS 1. Certain Definitions. Capitalized terms used but not otherwise defined in this Compensation Schedule shall have the meanings ascribed to them in the Broker Agreement. In addition, the following terms shall have the following meanings for purposes of this Compensation Schedule:

"Geographic Region" means the Utility service territory(ies) in the state(s) where the Customer accounts are contracted.

"Governing Jurisdiction" shall have the same meaning as defined in the Broker Agreement.

"Payment Date" means the 30th day following the month in which the first Customer payment is received in full following the execution of the Customer Agreement.

CS 2. Term. The term of this Compensation Schedule will commence on or after the "Start Date" as set forth in the chart below and shall remain in effect until the End Date referenced below (the "Term") unless otherwise terminated pursuant to the Broker Agreement.

CS 3. Commission Compensation. Commission will be paid to Broker according to the following:

Utility	Utility Account Number	Customer	Commission Rate per MMBtu	Start Date	End Date	Service Address
			$XX per MMBTU			

Unless otherwise agreed in writing by the Parties pursuant to a subsequent Compensation Schedule, the chart above shall apply for the Customers identified during the initial term of the Customer Agreement; provided, however, that no commission will be payable unless and until CNEG collects payment under the Customer Agreement(s). When a Customer that was originally a Prospect of Broker chooses to renew or extend their CNEG Customer Agreement(s), CNEG agrees to pay to Broker the commission set forth above for such renewal, subject to Broker's participation in such renewal in accordance with Section 7 of the Agreement. If CNEG pays Broker based on Customer's estimated consumption, CNEG may subsequently adjust payments to Broker as necessary to account for the difference between estimated and actual usage, reflected in CNEG's subsequent payment to Broker, or if CNEG has already made final payment to Broker hereunder, as an invoice to Broker payable on demand.

CS 4. Disclosure of Broker Compensation. Broker shall disclose to all Prospects that CNEG shall pay a fee to Broker for Broker's referral of the Prospect to CNEG.

CS 5. CNEG Contact Information. Broker shall coordinate all Broker activities within the Geographic Region under this Compensation Schedule with CNEG's designated representative at the notice address set forth in the Broker Agreement. In addition, Broker may contact CNEG's designated representative regarding payment or other matters concerning this Compensation Schedule. Broker may fax a signed copy of this Compensation Schedule to CNEG at (502) 426-8800, Attention: Transaction Confirmations Department.

CS 6. Acceptance. This Compensation Schedule shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG.

CS 7. Changes in Compensation; Amendment. This Compensation Schedule is executed and delivered by the Parties, embodies the Parties' entire agreement with regards to payment by CNEG of compensation on behalf of the listed Customers to Broker, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No amendment to this Compensation Schedule(s) will be valid or given any effect unless signed by both Parties. Any alteration, addition, or modification made by Broker to the preprinted terms of this Agreement shall be void and

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without any effect. Broker agrees that no employees of CNEG are authorized to represent that CNEG will enter into any particular Compensation Schedule with Broker prior to the Compensation Schedule being executed in writing by an authorized representative of CNEG.

If Broker does not sign and return to Constellation this Compensation Schedule within ten (10) days of the date in which this Compensation Schedule was sent to you, then you will be deemed to have irrevocably and unconditionally agreed in writing to the Commission Rate as set forth in this Compensation Schedule for the Utility Account Numbers listed herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as the above.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC	BROKER
By:_____	By: SAMPLE
Name:_____	Name: NOT FOR EXECUTION
Title:_____	Title:_____

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Direct Energy. Business

NAICS Code: 221122	Size Standard: 1,000 employees
NAICS Code: 221210	Size Standard: 1,000 employees
The NAICS codes represent the North American Industry Classification System code for the products and/or services under this Agreement.	

BROKER AGREEMENT

THIS BROKER AGREEMENT ("Agreement"), including any schedules, amendments, or attachments hereto, is made effective as of the 8th day of February 2019, ("Effective Date") by and between Direct Energy Business, LLC ("Direct Energy"), a Delaware limited liability company, having its principal offices at 1001 Liberty Center, Pittsburgh, Pennsylvania, Direct Energy Business Marketing, LLC dba Direct Energy Business ("DEBM"), a Delaware limited liability company and a wholly owned subsidiary of Direct Energy, having its principal offices at 194 Wood Ave South, Iselin, New Jersey (Direct Energy and DEBM are individually and collectively referred to as "Company") and **Cost Control Associates, Inc.** a corporation organized under the laws of New York having its principal office at 310 Bay Road, Queensbury, NY 12804 ("Broker"). Company and Broker are sometimes individually referred to herein as "Party" or collectively as the "Parties".

WITNESSETH:

WHEREAS, Company is engaged in the business of purchasing, managing and selling electricity, natural gas and other related energy services ("Energy") to business, commercial and industrial end-use customers ("Customers"); and

WHEREAS, Broker has current, or is in the business of finding, potential clients which may be interested in purchasing Energy from Company in the territories where Company conducts business and further identified on *Schedule C* (the "Broker Territory"), as amended from time to time by the mutual consent of the Parties, and subject to the negotiation of a definitive agreement ("Customer Agreement");

WHEREAS the Broker is an agent of such clients and not of the Company;

WHEREAS, the Parties wish to set forth certain understandings pertaining to the services provided by Broker under this Agreement ("Services");

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, and in consideration of their respective obligations herein set forth, covenant and agree as follows:

Article 1. Relationship.

1.1 Independent Contractor.

(a) Broker is an independent contractor with respect to all aspects of this Agreement. Broker and its principles, officers, directors and employees are not employees, agents or servants of Company. Broker shall have no authority and shall not represent that it has the authority to execute contractual documents or any other documents on behalf of Company or otherwise assume

or incur any obligation or make any representations of any kind in the name of Company. **NOTHING IN THIS AGREEMENT SHALL CREATE OR BE CONSTRUED TO CREATE AN AGENCY, PARTNERSHIP, JOINT VENTURE OR ANY SIMILAR LEGAL RELATIONSHIP BETWEEN BROKER AND COMPANY.**

(b) Broker shall be solely responsible for payment of all state, federal, and local taxes, including income taxes, estimated taxes, social security or other taxes imposed upon the receipt of the Commission for Broker or any employees of Broker.

1.2 Training, Support and Marketing Material.

(a) Company will provide training, support, and Marketing Materials to Broker regarding Company's energy products ("Products") and internal contracting process. Broker shall use commercially reasonable efforts to attend such training, either in person or via electronic means.

(b) Company may provide Broker with authorized marketing and business materials for Broker's use ("Company Marketing Materials"). Company Marketing Materials are intended for distribution to Broker's clients or potential customers for the purpose of advertising Company's Products, but are not intended for reposting or distribution by Broker's subcontractors, agents, affiliates, or other third parties without Company's prior written consent. If Broker uses Company Marketing Materials in any manner it will obtain the most current and up-to-date version(s) and will utilize them solely for the purpose outlined above. Broker may not alter the Company Marketing Materials in any manner without Company's prior written consent. Any Broker developed marketing materials that involve Company and/or the Products shall be approved in writing by Company prior to distribution or publication.

(c) The Company Marketing Materials shall be accessible to Broker on Company's dedicated broker portal ("Website"). Access to the Website will be communicated to the Broker upon execution of this Agreement. Broker will not share or grant access to Company's Website other than to employees that are authorized users, utilizing it in furtherance of the Services, as granted and documented by the Company.

(c) Company may, at any time, amend, rescind, or replace the Company Marketing Materials and/or its approval for any Broker developed marketing materials. Broker shall immediately cease utilizing any such Broker developed marketing material and any replaced or rescinded Company Marketing Material. For those Company Marketing Materials either amended or replaced, Broker shall use the most up-to-date versions, as described above.

(d) Broker shall not utilize the names, trademarks or intellectual property of Company without Company's express written permission ("Company Intellectual Property"). Company Intellectual Property includes all copyrights, trade secrets, trademarks (and related goodwill), patents, information, documentation, processes, methodologies, materials, know-how, inventions, technologies and other intellectual property of any kind which has been licensed to, developed or acquired by Company or any of its affiliates (whether or not then the subject of an effective agreement) and which is furnished by Company or its affiliates to Broker for the purposes of this Agreement. Any misuse by Broker of any Company Intellectual Property, including the unauthorized distribution of such, shall be a breach of this Agreement and Company shall have all remedies available under this Agreement, and at a law, to protect its Company Intellectual Property.

Article 2. Responsibilities and Duties.

2.1 Broker Responsibilities. Broker hereby covenants to undertake the following:

(a) Adhere to those fiduciary standards, ethical practices, and standards of care and competence which are customary for professionals engaged in rendering the services described herein;

(b) Comply with all Laws applicable to the rendering of Services in general and has and will maintain all applicable licenses, permits, and or approved documentation by the applicable regulatory authority necessary for the fulfillment of the Services ("Licenses") and provide Company copies of such upon request. For the purposes of this Agreement, "Laws" means all laws, statutes, regulations, ordinances, rules, directives, ethical guidelines, consumer protection rules, and common law and any host utility requirements relevant or applicable to the Services, including but not limited to the following, (1) the Federal Telephone Consumer Protection Act; (2) the Federal Telemarketing and Consumer Fraud and Abuse Prevention Act; (3) the Federal Trade Commission's Telemarketing Sales Rule, and; (4) the Do-Not-Call Implementation Act. Broker shall immediately notify Company in writing upon any revocation of or hold on Licenses, as well as the receipt of any complaint, allegation or claim by any person, entity, actual or prospective customer, or governmental agency against Broker threatening legal action, enforcement, or discipline, including any claim for loss or damages;

(c) Broker shall disclose to Customer that (i) Broker is an agent of Customer only and not an agent of Company; (ii) Broker will receive a Commission from Customer that will be paid to Broker by Company out of payments actually received by Company under the Customer Agreement; and (iii) Company is not liable or responsible for any act or omission of Broker to the Customer or otherwise;

(d) Broker shall not assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of Company and shall not bind Company in any manner;

(e) Provide (i) Customer with the Customer Agreement; (ii) Company with all Customer information requested by Company, including but not limited to billing data, credit information, and consumption data in compliance with the procedure established by Company provided on the Website; and (iii) Company with the Customer Agreement, signed by the potential Customer, for final approval and execution. Broker shall not have authority to negotiate the terms and conditions, or amend or modify, the Customer Agreement. Company reserves the right to reject any Customer Agreement presented by Broker without explanation. Broker recognizes that a Customer Agreement between Company and a Customer governs the relationship between the Customer and Company, and that except for the commission set forth herein, Broker is not a party or intended third-party beneficiary of any such agreements.

2.2 Company Responsibilities. Company hereby covenants to undertake the following:

(a) Prepare price quotes within a reasonable amount of time from Broker's request and provide Broker with the Customer Agreement, as it may be amended or modified from time-to-time at Company's sole discretion, and any additional documents to be executed by Customer;

(b) Make Company personnel available to meet with Customers when reasonably requested by Broker. Provide telephone support assistance, when reasonably requested, during normal and regular business hours to answer questions relating to Company and the Products; and

(c) Comply with all applicable federal, state and local laws, ordinances and regulations.

Article 3. Compensation.

3.1 Commission. Company will pay Broker a fee for Customers identified by Broker ("Commission") in the amount of a) one hundred percent (100%) of a Price Adder up to $0.010 per kWh for electricity service contracts and/or b) one hundred percent (100%) of a Price Adder up to $0.50 per DTh for natural gas service contracts, unless otherwise agreed by the Parties in writing. The "Price Adder" is the cents per kWh or Dth amount that a Customer agrees to pay that is in addition to any costs or fees that the Company may collect for the services or commodities it sells. Such Commission will only be paid if Customer and Company execute a Customer Agreement. The Commission is based on the kWh or DTh, of Energy (as applicable) delivered by Company during the term of each Customer Agreement, or during subsequent renewals upon the conditions as described below. No payment will be made to Broker until Broker has provided Company a completed and properly signed W-9.

3.2 Renewals. Company will pay a Commission for the renewal of a Customer Agreement, if and only if, the Broker has played an active role in signing of the renewal and can demonstrate to the reasonable satisfaction of Company that it i) has informed the Customer it is an agent of Customer and is paid by Customer and ii) continues to represent the Customer for any renewed Customer Agreement. By way of example only, the following activities would be sufficient to satisfy this requirement: (i) requesting price quotes for Customer, (ii) obtaining usage and other information from Customer and providing same to Company for pricing purposes, and (iii) correspondence with the Customer and Company regarding the renewal of the Customer Agreement. If, as determined in Company's sole discretion, Broker does not initiate such activity within at least forty-five (45) days prior to the expiration of the Customer Agreement, Company may pursue renewal of the Customer independent of Broker and no payment of Commission shall be due to Broker as a result of such renewal.

3.3 Payment of Commissions.

(a) Except as provided below in Section 3.3(b), Commissions payable to Broker shall be payable on or before the 30th day following the last day of each calendar month in which Company receives full payment of each invoice that has been submitted to Customer for payment. If only a partial payment is received from Customer, Broker shall be paid its Commission once full payment on all outstanding invoices has been received by Company. Company shall not pay any Commission while a Customer is more than forty-five (45) days delinquent on any outstanding invoice(s) and/or upon Customer's filing for bankruptcy. Under no circumstances shall Broker be entitled to any Commissions on any invoice for which Company does not receive payment. Company reserves the right to independently offer additional services and/or products to Customers without paying additional fees to Broker.

(b) If Company becomes involved in any litigation or other disputes with a Customer as a result of Broker's actions or inactions, Company shall be entitled to recover the costs of such litigation or disputes from Broker and shall be specifically authorized to withhold any future Commission payment until such costs are recovered. Company shall have the right to collect and/or credit any overpayment of Commissions against any future Commissions.

(c) If Customer and Company amend the terms of a Customer Agreement in a manner that alters the pricing, the Commission structure may also be amended prospectively to economically justify the amendments made to the Customer Agreement. In such cases, Company and Broker agree to use their best efforts to agree upon mutually acceptable Commission rate.

(d) Broker and Company agree that Broker may have solicited customers on behalf of Company prior to the Effective Date of this Agreement for which Broker may be entitled to a

payment. Broker and Company hereby agree that such transactions shall be subject to and governed by the terms and conditions of this Agreement.

3.4 Payment of Commission upon the Termination of this Agreement.

(a) If this Agreement is terminated for cause in accordance with Section 4.2, Broker shall not be entitled to, and shall not receive, any further or future Commissions or any other payments of any kind after the date of termination.

(b) If this Agreement is terminated by either Party in accordance with Section 4.1, Company will continue to pay Commissions to Broker or provide Broker with a one-time payout amount, such form of payment determinable in Company's sole discretion, provided however, Company may discontinue the payment of Commissions if Broker: (i) violates any Laws; (ii) engages in false or misleading representations regarding Company or its Products; (iii) is charged with or convicted of a felony; (iv) takes any action or makes any statement that would impugn the business reputation of Company or (v) violates its confidentiality obligations under this Agreement.

3.5 Commission Statements. Company shall provide Broker with a monthly Commission statement evidencing the volume of Energy sold and the Commission due under each Customer Agreement. Broker shall have ninety (90) days from the date of the Commission statement to dispute in writing to Company of any discrepancies or omissions. Any discrepancies or omissions that are not raised within ninety (90) days from the date of the applicable Commission statement shall be waived by Broker.

Article 4. Term and Termination.

4.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for one month, and will automatically be extended for consecutive one-month period(s), unless and until terminated by either Party by giving the other Party three (3) days prior written notice.

4.2 Termination for Cause by Company. Company may terminate this Agreement immediately if Broker: (i) violates any Laws; (ii) engages in false or misleading representations regarding Company or its Products; (iii) is charged with or convicted of a felony; (iv) takes any action or makes any statement that would impugn the business reputation of Company; (v) violates its confidentiality obligations under this Agreement; (vi) is in default of any material obligations or duties under this Agreement and fails to cure such default within five (5) days following the receipt of written notice from Company describing the default; or (vii) files bankruptcy, goes into compulsory liquidation, or makes an assignment of this Agreement for the benefit of creditors.

4.3 Termination of Customer Agreement. If at any time following execution of this Agreement, there exists an event of default, change in law, regulatory action, judicial action or any other event or circumstance that results in termination of the Customer Agreement by Company or Customer, then Company's obligations arising from the terminated Customer Agreement pursuant to this Agreement shall also terminate and Company shall be released from any and all subsequent payment obligations to Broker relating to the terminated Customer Agreement.

Article 5. Confidentiality.

5.1 Confidential Information. Broker and Company understand and agree that neither Party will request and will not accept confidential information from the other party at any time except with regards to the sharing of Company's information to necessitate Services, including but not limited to its customer form agreement, pricing, Company Marketing Material and any additional market analysis ("Confidential Information"). Broker shall keep secret and confidential, and shall not, either directly or indirectly, make known, divulge, reveal, furnish, make available for use any Confidential Information except as to its employees, clients, or potential clients who need to know such Confidential Information in order for Broker to complete the Services herein ("Representatives"). Prior to disclosure of any Confidential Information to any Representative, Broker shall advise such Representatives of the confidential nature of such information and shall, as a condition precedent to such disclosure, require its Representatives to agree to maintain the confidentiality of the Confidential Information as required by this Agreement. In the event Broker is a corporation, partnership, limited partnership or other entity, Broker agrees to cause all principal owners, officers, partners, shareholders and key sales people and individuals employed by Broker to agree to be bound by the terms of this Confidentiality provision. If disclosure of Confidential Information is sought through process of a court, or a governmental agency Broker shall resist disclosure through all reasonable means and shall immediately notify Company to allow it the opportunity to participate in such proceedings. If such information is requested via an applicable public information act, Broker shall follow all notification requirements and shall only reveal information to the extent necessary to comply with such law. Upon demand or termination of this Agreement, Broker shall turn over to the Company all Confidential Information and any and all documents or other writings and recorded materials of any kind embodying the Confidential Information. Broker shall not publish, copy, or reproduce in whole or in part Confidential Information or any such writing or recorded material without the prior written consent of the disclosing Party. In the event of a breach by the Receiving Party of any of its obligations under this Section, Company will likely suffer irreparable harm and monetary damages will be inadequate. Accordingly, Company shall be entitled to seek injunctive or other equitable relief as a remedy. Such remedy shall not be deemed to be exclusive, but shall be in addition to all other rights and remedies available at law or in equity. This provision shall survive the termination or expiration of this Agreement for a period of two (2) years.

Article 6. Representations and Warranties.

6.1 Broker Representations and Warranties. Broker represents and warrants and covenants to Company the following:

(a) it is currently in compliance with all applicable Laws and is not currently, and has not been subject to or threatened with any written complaint, enforcement action, disciplinary proceeding or lawsuit by any governmental entity or private party alleging a violation of a liability under any Law;

(b) it shall not take any action that would violate any Law, contract, agreement, including any non-competition agreement, in performing the Services;

(c) it shall not act in any manner that could cause Company's reputation or good will to be impaired;

(d) it shall i) not use agents or subcontractors without Company's prior written consent, ii) if agents or subcontractors are used by Broker in any manner, Broker shall take all actions reasonably necessary to ensure such agents or subcontractors fully comply with the terms and conditions of this Agreement, including but not limited to those Broker

obligations outlined in Sections 1.2, 2.1, 5.1, this Section, and 7.2 below, and iii) it understands and agrees that failure to do so shall constitute an event of default under Section 4.2;

(e) it has not entered into any agreement with any person, firm or corporation that would obligate Company to pay any commission, or "finder's fee" to any third party in connection with a Customer Agreement;

(f) it is not subject to any non-competition agreement that would be violated upon Broker's execution of this Agreement; and

(g) it now has and will maintain in full force and effect all consents, licenses and authorizations of any governmental or other authority that is required to be obtained by it with respect to this Agreement and will use all reasonable efforts to obtain any that may become necessary in the future.

Article 7. Miscellaneous.

7.1 INDEMNIFICATION. BROKER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, AND ALL OF ITS OFFICERS, DIRECTORS, AND EMPLOYEES ("INDEMNIFIED PARTIES"), FROM AND AGAINST ALL LIABILITIES, CLAIMS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES AND OUT-OF-POCKET EXPENSES) (COLLECTIVELY REFERRED TO AS "LOSSES") INCURRED BY COMPANY AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH, (I) ANY MISREPRESENTATIONS BY BROKER, ITS AGENTS OR EMPLOYEES, (II) A BREACH OF THIS AGREEMENT, OR (III) ANY NEGLIGENT, FRAUDULENT OR INTENTIONAL ACTS OR OMISSIONS BY BROKER, ITS AGENTS OR EMPLOYEES; OR (IV) ANY CLAIM WHICH ARISES OUT OF OR IS BASED UPON ANY REGULATORY ACTIONS, COMPLAINTS OR ALLEGED VIOLATION OF LAWS OR (V) ANY CLAIM THAT ANY PARTY OTHER THAN BROKER IS ENTITLED TO PAYMENT HEREUNDER. IN ADDITION, IF AN AGENT(S) OR A SUBCONTRACTOR(S) IS ACTING OR HAS ACTED FOR OR ON BEHALF OF BROKER IN A CAPACITY RELATED TO OR ASSOCIATED WITH BROKER'S OBLIGATIONS AND SERVICES DESCRIBED HEREIN, THEN BROKER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ALL LOSSES INCURRED AS A RESULT OF THE ACTIONS OR INACTIONS OF SUCH AGENT(S) AND/OR SUBCONTRACTOR(S).

7.2 No Employee Solicitation. Broker agrees for the term of this Agreement and for two years subsequent to the termination of this Agreement, that it will not employ any Company employee without the prior written consent of Company and will not solicit or attempt to induce any Company employee to become its employee.

7.3 LIMITATION OF LIABILITY AND DAMAGES. NO PARTY SHALL BE LIABLE HEREUNDER TO THE OTHER PARTY OR ANY THIRD PARTY (A) FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LOST PROFITS) DAMAGES, PROVIDED, HOWEVER, THAT SUCH LIMITATIONS SHALL NOT APPLY TO DAMAGES ARISING FROM SECTIONS 2.1(B), 7.1, OR 7.2 OR BROKER'S BREACH OF ARTICLE 5 OR (B) UNDER ANY CIRCUMSTANCES FOR ANY BREACH (ALLEGED OR ACTUAL) BY CUSTOMER OF THE CUSTOMER AGREEMENT. IN

NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS DUE BROKER HEREUNDER FOR THE ENERGY COMMODITY DELIVERED TO AND PAID FOR BY CUSTOMER.

7.4 **Dispute Resolution.** Any disputes by the Parties shall be resolved through good faith negotiation through the Parties' authorized representatives. Any dispute not resolved within thirty (30) days of initial written notification of such dispute may be forwarded to the Parties' counsel for resolution.

7.5 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns. Broker may not assign, delegate, or otherwise transfer any of its rights or obligations under the Agreement, including any assignment of Commissions, without the prior written consent of Company, which consent may be withheld or denied in Company's sole discretion. Any transfer or assignment in violation of this paragraph shall be null and void.

7.6 **Applicable Law.** This Agreement shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

7.7 **Notices and Correspondence.** Any notice or other document to be given hereunder shall be in writing and shall be delivered to the address specified on the signature page. Notice sent by facsimile shall be deemed to have been received by the close of the business day on which it was transmitted or such earlier time as is confirmed by the receiving party. Notice delivered by courier shall be deemed to have been received upon receipt. Notice delivered by mail shall be sent via first class mail service and shall be deemed to have been received at the end of the fifth business day after the date of mailing.

7.8 **Non-Waiver.** No waiver by either Party hereto of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults whether of a like kind or a different nature.

7.9 **Exclusion of Third Party Rights.** The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization not a Party to this Agreement or a permitted successor or assignee of a Party.

7.10 **Headings.** The headings used for the Articles and Sections herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement.

7.11 **Severability.** If any clause, sentence, paragraph or part of this Agreement should be declared or rendered unlawful by a court or regulatory agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

7.12 **Amendments.** No termination, revocation, waiver, modification or amendment of this Agreement shall be binding upon the Parties unless in writing and signed by all Parties.

7.13 **Survival.** Termination or expiration of this Agreement shall not relieve either Party of its obligations set forth in Article 3, Article 4, Article 5, Section 7.1, Section 7.2, Section 7.3 and any and all other provisions of this Agreement which by their terms shall reasonably be construed to survive the expiration or termination of this Agreement.

7.14 **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement and there are no

other representations, agreements or understandings, oral or written, express or implied, between the Parties relating thereto.

7.15 Authority to Contract. Each Party hereto warrants that it has full authority to enter into this Agreement and that such action has been duly authorized in accordance with such Party's articles of incorporation, by-laws or other applicable organizational documents and procedures.

7.16 Counterparts. This Agreement may be executed in one or more than one counterpart and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.

7.17 Small Business and Supplier Diversity. It is the policy of Direct Energy that qualified small and diverse businesses shall have the maximum practicable opportunity to participate in performing contracts. Small business concerns include small, disadvantaged, woman-owned, veteran-owned, service disabled veteran-owned and historically underutilized business zones. Diverse business concerns include minority and woman business enterprises. Direct Energy encourages all contractors and subcontractors to consider the utilization of qualified small and diverse business concerns in the performance and support of subcontracting opportunities.

Each of the parties represents and warrants that the signatory below has authority to sign this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

COST CONTROL ASSOCIATES INC	**DIRECT ENERGY BUSINESS, LLC** **DIRECT ENERGY BUSINESS MARKETING, LLC**
By:	By:
Name: Keith Laake	Name: James J. Connolly
Title: President	Title: VP – NA Indirect Sales
Date: 2/14/19	Date: 3/8/2019

Address for Notices:
Cost Control Associates, Inc.
310 Bay Road
Queensbury, NY 12804

Attention: Keith Laake, President

Email: keith.laake@costcontrolassociates.com

Address for Notices:
Attention: Manager - Channel Operations
1001 Liberty Center
Pittsburgh, PA 15222

Email: NABChannelOperations@directenergy.com

with a copy, which shall not constitute notice, to:
Attention: Legal Department
1001 Liberty Center
Pittsburgh, PA 15222
Email: deblegal@directenergy.com

Direct Energy Business

Schedule C[1]
Broker Territory

Territory	Electric	Gas
Arkansas	not applicable	✓
California	✓	✓
Connecticut	✓	✓
Delaware	✓ License # 18-0291	✓
District of Columbia	☐ License # _____	☐ License # _____
Georgia	not applicable	✓
Illinois	✓ License # 18-0824	☐ License # _____[2]
Indiana	not applicable	✓
Kentucky	not applicable	✓
Maine	✓ License # 2018-00103	☐ License # _____
Maryland	✓ License # IR-4097	✓ License # IR-4098
Massachusetts	✓ License # EB-449	☐ License # _____
Michigan	✓	✓
New Hampshire	✓ License # DM 18-071	✓
New Jersey	☐ License # _____	☐ License # _____
New York	✓ [3]	✓
North Carolina	not applicable	✓
Ohio	✓ License # 18-1306E (1)	✓ License # 18-656G (1)
Pennsylvania	✓ License # A-2018-3002102	✓ License # A-2018-302110
Rhode Island	✓	✓
South Carolina	not applicable	✓
Tennessee	not applicable	✓
Texas	✓	not applicable
Virginia	☐ License # _____	☐ License # _____
West Virginia	not applicable	✓

[1] Attachments and schedules to the Agreement begin sequential ordering at Schedule C
[2] Only for Brokers serving small business and residential customers
[3] New York does not require licensing but does require additional DEB approval

Direct Energy Business

Schedule C[1]
Broker Territory

- Amended

Territory	Electric	Gas
Arkansas	not applicable	✓
California	✓	✓
Connecticut	✓	✓
Delaware	✓ License # 18-0291	✓
District of Columbia	☐ License # _____	☐ License # _____
Georgia	not applicable	✓
Illinois	✓ License # 18-0824	☐ License # _____ [2]
Indiana	not applicable	✓
Kentucky	not applicable	✓
Maine	✓ License # 2018-00103	☐ License # Not Applicable
Maryland	✓ License # IR-4097	✓ License # IR-4098
Massachusetts	✓ License # EB-449	☑ License # RA-207
Michigan	✓	✓
New Hampshire	✓ License # DM 18-071	✓
New Jersey	☑ License # EA-0521	☑ License # EA-0521
New York	✓ [3]	✓
North Carolina	not applicable	✓
Ohio	✓ License # 18-1306E (1)	✓ License # 18-656G (1)
Pennsylvania	✓ License # A-2018-3002102	✓ License # A-2018-302110
Rhode Island	✓	✓
South Carolina	not applicable	✓
Tennessee	not applicable	✓
Texas	✓	not applicable
Virginia	☐ License # Not Applicable	☐ License # Not Applicable
West Virginia	not applicable	✓

[1] Attachments and schedules to the Agreement begin sequential ordering at Schedule C
[2] Only for Brokers serving small business and residential customers
[3] New York does not require licensing but does require additional DEB approval

ENGIE

PAYMENT REMITTANCE AGREEMENT

This Payment Remittance Agreement (this "Agreement") is entered into as of the effective date set forth below by ENGIE Resources LLC ("ENGIE"), and Cost Control Associates, Inc. ("Broker"). ENGIE and Broker are sometimes collectively referred to in this Agreement as the "Parties" and are sometimes individually referred to in this Agreement as a "Party".

ENGIE, its affiliates and subsidiaries (collectively "ENGIE") are engaged in the business of providing retail electric service, retail natural gas, and related energy services products to retail electric consumers and retail natural gas customers ("Customers") located within the regions and/or markets where ENGIE is licensed to provide such services; and

ENGIE may enter into such agreements pursuant to which ENGIE may undertake obligations to supply natural gas, energy, capacity, ancillary services or scheduling services (the "Products") to such Customers; and

Broker has a representation relationship with potential Customers (each a "Broker Client") which are interested in receiving a bid from ENGIE to sell one or more Products; and

WHEREAS, ENGIE and the Broker wish to set forth certain understandings regarding the remittance service ENGIE will provide to Broker and the Broker Client in the event ENGIE wins the competitive bidding and executes a definitive electricity or natural gas sales agreement (a "Customer Agreement") with such Broker Client.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Throughout the term hereof, Broker may deliver the identity of a Broker Client to ENGIE with which Broker has an arrangement in place to represent such Broker Client in natural gas or energy services procurement. Broker shall provide information requested by ENGIE relating to the Broker Client. Following receipt of such information, ENGIE may provide Broker with a draft Customer Agreement and a bid to sell Products to the Broker Client. In the event any negotiations are required between a Broker Client and ENGIE regarding a Customer Agreement, ENGIE shall conduct such negotiations directly with the Customer in conjunction with the Broker. Broker acknowledges that ENGIE may also from time to time make contact with Customer outside the presence of Broker during the term of an applicable Customer Agreement.

2. ENGIE agrees to facilitate Customer's payment to Broker of the fee agreed to be paid by Customer to Broker for the Broker's services (the "Broker Fee"). Such a Broker Fee shall be remitted by ENGIE to Broker if a Broker Client and ENGIE execute a Customer Agreement, so long as Broker has a current arrangement with the potential Customer and the Customer pays the Broker Fee. All remittances made by ENGIE shall be made by check or wire transfer (at ENGIE's election) to an account specified by Broker. Broker shall provide account information required for wire transfer and payment advice for payment by check to ENGIE within ten (10) Business Days of the effective date of this Agreement. The Broker Fee paid by the Customer will be remitted pursuant to the option selected below (Broker, please indicate your selection by initialing **ONLY one** of the two payment options) Please note, **if the Annual Up-front Payment Option is selected, a credit score is required.**):

   _____ **Annual Up-front Payment Option**. For Customers having BB- or better credit rating from Standard and Poor's ratings service or acknowledged as creditworthy as determined by an internal credit review by ENGIE's Credit Department, the Broker Fee will be remitted in an annual, up-front payment representing the first twelve (12) months of estimated Broker Fee within thirty (30) days of execution of the Customer Agreement (but no earlier than six (6) months prior to the Customer Agreement Start Date). Up-front payments will be calculated using the monthly anticipated consumption set forth in the Customer Agreement Attachment A, if available; otherwise, ENGIE's consumption forecast shall be used. There will not be a true-up for any difference between the actual consumption and the anticipated consumption. ENGIE retains the right to determine which Customer transactions will be eligible for this up-front payment option, as well as the right to suspend or terminate this up-front payment process at any time, in which case the Broker Fee will be paid in monthly installments, paid after full payment by the Customer is received by ENGIE. The remainder of the Broker Fee, if the Customer Agreement term is greater than twelve (12) months, will be paid on an annual, up-front basis in the first sixty (60) days following Customer Agreement annual term. Annual up-front payments will be discounted at five percent (5%). Transactions that are not eligible for annual up-front payments will be paid in accordance with the Monthly Payment Option. Up-front payment remittances are subject to a claw-back from Broker in the event of a Customer non-payment or an event of default. Any such claw-back amount(s) will be deducted from future Broker Fee remittances. ENGIE will provide notice to Broker in the event of a claw-back. Broker must notify ENGIE of its payment election in advance of the execution of a Customer Agreement. Absent timely and documented notice, the Broker shall be paid according to the Monthly Payment Option specified in the Agreement. Up-Front payments in excess of $100,000.00 are subject to approval by ENGIE. If not approved, payments in excess of this amount will be made in monthly installments as determined by ENGIE. Broker Fee shall be remitted by ENGIE to Broker if a Broker client and ENGIE execute a Customer Agreement and Broker has a current arrangement with Customer and the Customer agrees to and pays the Broker Fee.

   MM **Monthly Payment Option**. The Broker Fee will be remitted in monthly installments equal to an amount as specified in a confirmation letter (the "Monthly Payment"). ENGIE shall remit the sum of the Monthly Payments pursuant

to each executed Customer Agreement on the twenty-fifth day of each month ("Payment Deadline"). In the event the twenty-fifth day of the month is not a Business Day, ENGIE shall forward the Monthly Payment due on the next following Business Day. For purposes of this Agreement, "Business Day" shall mean any day on which federally chartered banks in Houston, Texas are open for business. If Customer fails to pay any outstanding balance in full, ENGIE may withhold the Broker Fee. If Customer makes full payment, ENGIE will remit the Broker Fee in ENGIE's next Monthly Payment to Broker. Fee shall be remitted by ENGIE to Broker if a Broker client and ENGIE execute a Customer Agreement and Broker has a current arrangement with Customer and the Customer agrees to and pays the Broker Fee.

3. ENGIE may, within its sole discretion, complete a true-up for the difference (positive or negative) between the actual consumption and the anticipated consumption. The reconciliation resulting from a true-up will be subject to a clawback if a charge or reflected in Broker's next Broker Fee remittance as a charge or credit, as applicable.

4. The term of this Agreement (the "Term") shall commence on the effective date of this Agreement and shall remain in effect until terminated with or without cause by either Party on thirty (30) days' prior written notice, provided, however, that such termination shall not affect or excuse the performance of either Party so long as any Customer Agreements remain in effect. If at any time following the execution of a Customer Agreement, there exists an event of default, change in law, regulatory action, judicial action or any other event or circumstance that would give rise to, or require termination of the Customer Agreement by ENGIE or the applicable Customer, then ENGIE's obligation to facilitate the payment of the Broker Fee arising from the terminated Customer Agreement also shall terminate and ENGIE shall be released from any and all subsequent payment obligations to Broker relating to the terminated Customer Agreement.

5. The receipt of any information from Broker shall in no way obligate ENGIE to offer a bid to sell electricity or to enter into any Customer Agreement. The decision as to whether to proceed with any transaction with Customer is at the sole discretion of ENGIE. If ENGIE elects not to offer Products to the Customer or if ENGIE elects at any point following receipt of the information from Broker, to terminate negotiations or discussion with Customer, ENGIE shall not have any liability to Broker whatsoever as it relates to the applicable identified Customer. Further, notwithstanding anything to the contrary in this Agreement, if Broker indicates to ENGIE that Broker has a relationship with a potential Customer, and another broker also claims to have a relationship with that same potential Customer, then (a) ENGIE shall have the right to contact such potential Customer directly to have the potential Customer designate the appropriate party through whom ENGIE is to provide pricing; (b) if the Customer fails to designate an appropriate party, ENGIE shall be entitled to select the appropriate party through whom ENGIE will provide pricing; and (c) unless Broker has been so designated by the potential Customer or selected by ENGIE, ENGIE shall have no obligations hereunder to Broker in connection with such Customer.

6. If either Party fails in the performance of its obligations under this Agreement at any time during the Term, then the other party (the "Non-Defaulting Party") shall provide notice of such failure to perform to the defaulting Party (the "Defaulting Party"). Following receipt of such notice, the Defaulting Party shall have ten (10) Business Days to cure the event of default described in the notice. If such event of default is not cured within ten (10) Business Days following the Defaulting Party's receipt of notice, then the Non-Defaulting Party may terminate this Agreement and pursue such other remedies as may be available to the Non-Defaulting Party at law or in equity.

7. Broker represents and warrants that, during the Term of this Agreement, Broker shall have and shall maintain in effect all governmental authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement and that it will act at all times in conformity with all applicable federal, state and local laws, including, but not limited to, any and all fiduciary duties and disclosure requirements regarding fees received by Broker in conjunction with the services provided to its clients. Broker and ENGIE each covenant, as applicable, throughout the term of this Agreement: (a) to comply with applicable local regulatory body guidelines and rules, including those relating to disclosure, marketing, customer protection and the filing of regular reports on customer complaints; (b) when a Customer engages Broker, Broker will disclose to Customer that the fee Customer is paying for Broker's service is included in the price it will pay for electricity; (c) to behave honestly, with integrity, and to each conduct itself in the spirit of fairness during all interactions with Customers and each other; (d) that Broker will not imply or state, either verbally or in writing that the broker services it provides are without cost to Customer, and ENGIE will not imply or state either verbally or in writing, that the cost of electricity to Broker's Customer would be less without the involvement of Broker; (e) that Broker will not knowingly provide false or misleading information to a Customer or ENGIE in response to a request for information, and that Broker will not amend, modify, alter or change any contract documents or other documentation between Customer and ENGIE without ENGIE's written approval, and (f) that Broker will share truthfully with Customers all bids from ENGIE and all other bidders that are presented to Broker's Customers.

8. Broker Compliance. Broker acknowledges and affirms that all Customer Agreements submitted to ENGIE are compliant with the applicable state's public utility commission rules, regulations and administrative codes controlling and overseeing the sale of natural gas. Broker warrants that its employees, internal and external sales agents and representatives do not engage in unfair, misleading, or deceptive, practices and that all transactions submitted to ENGIE are consummated in a compliant manner and conform with the principles set forth by the applicable and governing state's public utility commission.

9. Each Party shall indemnify, defend and hold the other Party harmless from and against any claims arising from or out of any event, circumstance, act or incident either (i) in breach of any provision herein or (ii) outside of the indemnifying Party's scope of authority as specified herein.

10. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without application of applicable conflicts of laws.

11. Except as required by this Agreement, neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement, including the fees paid, to a third party (other than to Broker's Customer/Client or to a Party's lenders, counselors, advisors, intermediaries, or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule 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. ENGIE's proprietary information also includes executed and un-executed agreements customer agreements and pricing information for potential of current customers and Broker agree to keep such information confidential. 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.

12. Nothing in this Agreement shall create or be construed to create an agency, partnership, employer-employee, joint venture or any similar legal relationship between Broker and ENGIE. Neither Party to this Agreement has any right to obligate or bind the other in any manner whatsoever, nor to represent to third parties that it has any right to enter into any binding obligation on the other's behalf. This Agreement is not exclusive and the Parties each retain the right, at its sole discretion, to acquire the same or similar services from others without any obligation to the other Party.

13. This Agreement represents the full and final agreement between the Parties relating to the subject matter set forth in this Agreement. This Agreement may only be amended by written instrument executed by each of the respective Parties. To the extent that Broker and ENGIE are Parties to an existing sales channel agreement or any other agreement(s) relating to the subject matter hereof, this Agreement supersedes and replaces any and all such agreement(s) as of the effective date of this Agreement.

14. This Agreement shall be binding upon each of the Parties and their respective successors and assigns. Neither Party may assign this Agreement without the express written consent of the other Party which consent shall not be unreasonably withheld.

15. **NEITHER PARTY TO THIS AGREEMENT (NOR THEIR RESPECTIVE PARTNERS, SHAREHOLDERS, EMPLOYEES, OFFICERS OR DIRECTORS) SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY DAMAGES WITHOUT REGARD TO WHETHER SUCH DAMAGES ARISE IN CONTRACT, IN TORT OR OTHERWISE.**

16. This Agreement may be executed in any number of counterparts all of which shall be representative of a single agreement.

Executed to be effective as of the 22nd day of April, 2020.

ENGIE Resources LLC
1990 Post Oak Blvd, Suite 1900
Houston, Texas 77056
engieresources.com
713-636-1900

Signature: _____

Name: Jay Bell

Title: Vice President of Sales

Date: 5-8-2020

BROKER : Cost Control Associates, Inc.

Name: Keith Laake

Signature: _____

Title: President

Address: 310 Bay Road, Queensbury, NY 12804

Federal EIN (Tax ID): 16-1597018

Email: keith.laake@costcontrolassociates.com

Phone: 518-798-4437

Date: 4/22/20