

## CONNECTICUT ELECTRIC ENERGY AGREEMENT COMMERCIAL SERVICE - FIXED PRICE

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

### **SECTION 1. TRANSACTION TERMS AND CONDITIONS**

- 1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's consumption is variable and not subject to a maximum or minimum usage limit, however Customer may not close a facility or service location or otherwise discontinue electric service prior to the End Date.
- 1.2 Term. Service shall commence on the first available Utility Transfer Date on or following the Start Date as specified in Attachment A, Exhibit 1. Service shall remain through the first available Utility Transfer Date following the End Date. Customer's options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to ENGIE to transfer service to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness. Customer may request ENGIE offer a "blend and extend" agreement for Customer to benefit from lower rates in exchange for a Term extension.
- 1.3 Billing and Payment. For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For ETF, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer's bank account. Overdue payments will be charged a 1½ % late fee. ENGIE may report payment history to credit agencies. If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables ("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).
- 1.4 Contract Price. Customer shall pay the Contract Price per kWh of electric energy consumed in a Billing Cycle. It may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses, capacity, and current network integrated transmission charges (provided that changes to rate or obligation effective after contract execution may be passed through to Customer). The Contract Price does not include Taxes or Utility Related Charges.
- 1.5 Conditions to Transact. Service may be conditioned upon a credit screen by ENGIE; a review of Customer's recent invoices, verification of a satisfactory credit score, or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.
- 1.6 Addition or Deletion of Facilities. Customer may request to add facilities at the Contract Price, or delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

### **SECTION 2. GENERAL TERMS AND CONDITIONS**

- 2.1 Notices. Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.
- 2.2 Taxes and Title. Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point.
- 2.3 Credit. If ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit equal to 3 times the average amount invoiced by Billing Cycle. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE.
- 2.4 Force Majeure. "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance; This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include a decision to shut down, sell, relocate or economic loss.
- 2.5 Early Termination / Cancellation. If Customer cancels this Agreement prior to the Start Date, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider during the Transaction Term, Customer will be charged an Early Termination Fee equal to the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as

determined by ENGIE in a commercially reasonable manner. ENGIE may terminate this Agreement if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or Customer fails to make any payment or deposit when due; or Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The Early Termination Fee shall be due within 15 Business Days of written notice to Customer.

- 2.6 **Limitation of Liability.** For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, the liability of the defaulting party is limited to direct actual damages and all other damages are waived. In no event shall either party be liable for or entitled to consequential, punitive, or indirect damages.
- 2.7 **Indemnification.** Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.
- 2.8 **Representations and Warranties.** Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed on Attachment A, Exhibit 1 is for a residence. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 2.9 **Assignment.** Neither Party will assign this Agreement without written consent of the other Party, however, the transfer by ENGIE of account receivables shall not require Customer consent. Consent shall not be unreasonably withheld.
- 2.10 **Change in Law.** If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer.
- 2.11 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to any conflicts of law principal. Each party consents to the personal jurisdiction in Harris County, Texas and waives any right to trial by jury.
- 2.12 **Misc.** No modification to this Agreement will be enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In any action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees.

**SECTION 3. DEFINITIONS**

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

**SECTION 4. NOTICES**

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

ENGIE RESOURCES	PAYMENT INFORMATION	
1360 Post Oak Blvd, Suite 400 Houston, Texas 77056 1-866-MYENGIE care@engieresources.com	<b>Mailing Address:</b> Engie Resources LLC PO Box 841680 Dallas, Texas 75284-1680 <b>Electronic Payments:</b> Bank of America Merrill Lynch Dallas ABA: 026009593 Account Number: 4451335207	<b>Overnight Mailing Address:</b> Engie Resources LLC Bank of America Lockbox Services - Lockbox 841680 1950 N Stemmons Freeway - Suite 5010 Dallas, Texas 75207 <b>Self-service billing online:</b> MyEngiePortal <a href="https://accounts.engieresources.com">https://accounts.engieresources.com</a>

Check here if accounts are tax exempt and send certificates to care@engieresources.com. No exemption is applied until receipt of tax certificates.

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

<b>Customer:</b> Customer Legal Entity Name	<b>ENGIE Resources LLC</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b>	<b>Print Name:</b>
<b>Print Title:</b>	<b>Print Title:</b>
<b>Date:</b>	<b>Date:</b>