

MARKETING DISCLOSURE

This Marketing Disclosure is meant to provide you with a summary of the Agreement and not to be a substitute for reading the Agreement in full. Please refer to the rest of the Agreement for a full disclosure of all the applicable terms and conditions. Please make sure you have requested all necessary clarifications from your broker before signing up.

Price during Initial Term	The Price is \$0.07139/kWh. The Price includes the Cost Components marked as included in the Price and will not change except for Change in Usage Charges and Calculation Adjustments as set forth on the Coversheet of this Confirmation or Regulatory Charges as set forth in Section 6 of the Master Agreement. Commercial activity tax is included in the Price.
Price after expiration of Initial Term	After the expiration of the Initial Term of this Confirmation, the Price per kWh will be market-based as determined by Seller based on various factors, including competitors' prices, applicable industry charges, wholesale market conditions, electricity supply sources plus a margin. <u>This Price and other Terms and Conditions of the Agreement may change month to month, without prior notice.</u>
Length of the Agreement	For each account covered by this Confirmation, the Initial Term is estimated to begin on the Estimated Start Date, and will end on the Service End Date, specified on the attached "Facility Attachment." The Estimated Start Date is dependent upon the relevant Utility performing all required enrollment processes and the actual start date will occur only after Seller has received confirmation from the Utility that the enrollment processes have been completed. After the Initial Term of this Confirmation, the Confirmation may continue on a month-to-month basis until terminated with 30 days' notice. Please refer to the Facility Attachment and Section 2 Term and Section 3 Customer Charges of the Master Agreement for more details.
Process customer may use to rescind the Agreement without penalty	If you consume seven hundred thousand (700,000) kWhs per year or less of electricity for nonresidential use and are not part of a national account involving multiple facilities, you are a Protected Class Customer. If you are a Protected Class Customer, you will have seven (7) calendar days following the postmark date on the Utility's confirmation notice to rescind the contract by contacting the Utility. Please refer to the Special Provisions Applicable to Facilities Located in Ohio of this Confirmation for more details.
Non-Recurring Charges	Early Termination Fee: If a Facility or this Confirmation is terminated prior to the end of the Initial Term of this Confirmation, you may be liable for a Termination Payment. The Termination Payment is calculated as the positive difference, if any, between the contract Price <i>less</i> the market price, multiplied by the remaining volumes of electricity that would have been delivered during the Initial Term of this Confirmation had the Facility or this Confirmation not been terminated; <i>plus</i> the costs incurred by us to terminate any related hedge or trading positions or to enforce any rights related to the termination. Please refer to Section 8 Termination Payment Calculation and Section 20 Definitions of the Master Agreement for details. Late Payment Fee: If the account(s) is/are billed by the Utility, you will incur a late charge as provided by the Utility tariff for any billed amount that is not paid in full by the due date determined by the Utility. If the account(s) is/are billed by us, you will incur a late charge equal to the lesser of 1.50% per month or the maximum permitted by law for any billed amount that is not paid in full within twenty-one (21) days after the billing date. Please refer to Section 4 Billing and Payment of the Master Agreement for more details. Returned Check Fee: \$35 for each returned check.
Utility Charges	Your Utility will continue to provide your electric distribution service and will charge you delivery and other service charges. In the event of a power outage, Customer should contact the relevant Utility.

ELECTRICITY SUPPLY CONFIRMATION (PJM-OH)

Coversheet

This Electricity Supply Confirmation together with the Coversheet, the Facility Attachment, the Special Provisions, the Contract Summary (if required by the applicable Law), and any other addenda hereto (collectively, the "**Confirmation**") is made pursuant to, forms part of and is subject to the Master Electricity Supply Agreement (the "**Master Agreement**") entered into by and between Freepoint Energy Solutions LLC ("**Seller**") and the customer party identified below ("**Customer**") on or about 9/3/2025. This Confirmation will be effective as of the date it is executed by Customer and Seller. The Master Agreement, this Confirmation and any exhibits, attachments and addenda hereto shall be collectively referred to as the "**Agreement**". Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

Customer Information:

Customer Name (legal entity name): City of Gahanna (Required)	DBA (if applicable):
Customer Contact: Name: Corey Wybensing Title: Senior Deputy Director of Administrative Services	
Phone: 614-342-4043	Email: corey.wybensing@gahanna.gov
Fax:	
Address for Notices: Street: 200 South Hamilton City: Gahanna State: OH Zip: 43230	

Electricity Supply Selection:

Price: \$0.07139/kWh	Cost Components Included in the Price (check if included): ☒ Energy ☒ Capacity ☒ Ancillary Services ☒ Balancing Congestion ☒ Renewables ☒ Line Losses ☒ MLC ☒ ARR ☒ Administrative Fee ☒ Deration ☒ UFE
Estimated Start Date: see Facility Attachment	Term: 12 months
Broker: TFS Energy Solutions LLC DBA Tradition Energy	

Seller reserves the right to not enter into this Confirmation in its sole discretion including if: (i) information provided by Customer or its representative (broker/agent) to Seller is incomplete or inaccurate, (ii) the Price listed was not authorized by Seller or rates have changed based on market conditions, (iii) transfer of Customer account(s) is denied or significantly delayed by the relevant Utility, or (iv) Customer does not meet Seller's credit approval criteria. Customer acknowledges and agrees that, in order for Seller to process a Confirmation submitted by Customer, Customer must deliver the signed Confirmation to Seller before 3:00 pm Eastern Time on the day it has received an executable version of such Confirmation from Seller. Seller may use the contact information provided above to contact Customer including by e-mail, autodialed calls, text messages or calls that use artificial or prerecorded voice regarding any billing, service or account-related matter. The Price includes the Cost Components marked above as included in the Price and will not change except for Change in Usage Charges and Calculation Adjustments as set forth in the paragraphs below of this Confirmation or Regulatory Charges, as set forth in Section 6 of the Master Agreement.

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier, obtain Customer Data from the relevant Utility and take the actions required to switch all relevant electric accounts listed herein to Seller. The undersigned represents and warrants that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to make decisions on behalf of Customer regarding its electricity supplier, (iii) none of the Facilities for which it is purchasing electricity from Seller is a residence and the electricity purchased hereunder will not be used for a residential purpose, and (iv) Customer is in agreement and will comply with all terms and conditions of the Agreement.

Addition and Deletion of Accounts. Customer may add one or more electric Facilities to the Agreement (the "**Added Account(s)**") or delete one or more electric Facilities from the Agreement (the "**Deleted Account(s)**"), if: (i) Customer is not subject to an Event of Default, (ii) Customer's decision to add or delete accounts is made in the ordinary course of business and not for economic considerations, (iii) the Added Accounts or the Deleted Accounts do not result in Customer's aggregated annual usage exceeding +/-20% of the annual Forecasted Volume of the initial Facilities, (iv) the Added Accounts are located within an Utility area that is being served under the Agreement, (v) the aggregated load profile of the Added Accounts and of the initial Facilities remains substantially the same as the one determined by Seller for the initial Facilities on the Effective Date, and (vi) in aggregate, the resulting capacity and/or transmission obligation(s), if applicable, are not projected to exceed 20% of the obligations contracted on the Effective Date. Notwithstanding the previous sentence, in Seller's sole discretion, it has the right to reject the Added Account(s) and/or Deleted Account(s) if the Capacity and/or Transmission Cost Component(s) are included in the Price, and (a) NSPL and/or PLC values for the Facility(ies) to be added/deleted are default values estimated and assigned by the Utility; or (b) Customer's Facilities to be added/deleted were not active during the most recent time that NSPL and/or PLC values were determined by the applicable Facility's Utility. In no event will Customer be allowed to net Added Accounts against Deleted Accounts in order to satisfy the conditions set forth above. Customer shall give at least 30 days' prior Notice of its request for Added or Deleted Accounts and Seller shall make reasonable efforts to implement such changes promptly. For any Added Accounts that exceed 20%, Seller shall offer a market-based price and the Parties shall negotiate in good faith to enter into a new agreement. For any Deleted Accounts that are below 20%, Customer's obligations will be determined in accordance with Sections 8 and 9 of the Agreement.

Change in Usage. With respect to any Transaction, Customer shall provide Seller with timely Notice of any material change in the attributes or use of any Facility (including any event) that is likely to result in (i) a load change of one hundred percent (100%) or more across all the Facilities included in this Confirmation (the "**Load Change Percentage**"), as compared to the Forecasted Volume and/or (ii) any change in PLC as compared to the PLC values listed on the Facility Attachment (the "**Change in Demand**"). Customer shall be responsible for payment of the losses, costs and/or charges reasonably incurred by Seller resulting from (x) changes in excess of the Load Change Percentage including additional ISO or Utility charges and (y) any Change in Demand (collectively, (x) and (y) are the "**Change in Usage Charges**").

Calculation Adjustments. If there are modifications to costs or other determinants that impact the calculation of Capacity, including, but not limited to, adjustments or changes in forward Capacity auction clearing prices ("**Calculation Adjustments**"), Seller reserves the right to pass through Calculation Adjustments to Customer.

If the number of months in the "Term" of the Electricity Supply Selection table does not match up with the number of months from the Estimated Start Date through the Service End Date listed on the Facility Attachment, the number of months, beginning with the Service Start Date, will be utilized in determining the Initial Term. At the end of the Initial Term of this Confirmation, Seller may continue to provide electricity supply to the Facilities on a month-to-month basis at market-based pricing as per Section 3 Customer Charges of the Master Agreement, unless and until terminated by either Party upon providing the other Party with 30 days' prior Notice.

Change in Usage Charges, Calculation Adjustments and Regulatory Charges may impact any or all of the charges described in this Agreement, including, but not limited to, any Cost Component specified on the Confirmation's Coversheet, whether described as "fixed," "variable," "included in the Price," "passed through" or otherwise.

Green-e® Certified RECs Product. The Price includes the costs of Green-e® Certified RECs that Customer agrees to purchase from Seller in an amount equal to 100% of Customer's Energy Consumption for each calendar year or part of a calendar year during the Initial Term of this Confirmation (the "**Green-e® Certified RECs Product**") as more specifically described in the attached Rider, which is incorporated herein by reference for all purposes. In connection with the Green-e® Certified RECs Product, Seller will, either directly or indirectly, through an affiliate, purchase or retire Green-e® Certified RECs on behalf of Customer. Seller may take up to three (3) months after the end of a calendar year to purchase or retire the Green-e® Certified RECs needed to fulfill the Green-e® Certified RECs Product. Customers that purchase Green-e® Certified RECs will not have electricity from a specific generation facility delivered directly to their electricity account(s), but by purchasing Green-e® Certified RECs they will support renewable energy generators that provide electricity to the North American power grid. Seller warrants that the Green-e® Certified RECs purchased hereunder have not otherwise been sold by Seller or used to satisfy any renewable energy, greenhouse gas or other emissions or other environmental attribute obligation elsewhere under any standard, marketplace or jurisdiction. Seller specifically disclaims any representation with respect to the "green," "environmental friendly" or "carbon free" nature of the electricity or generation sources associated with the RECs purchased hereunder. As used herein, the following capitalized terms have the following meaning: (i) "**Energy Consumption**" means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period; (ii) "**Green-e® Certified REC**" means a Renewable Energy Credit that meets the certification criteria established by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org; and (iii) "**Renewable Energy Credit**" or "**REC**" means a certificate issued by the applicable REC Tracking System representing the environmental attributes associated with one (1)



megawatt hour of electricity generated from a renewable source located in North America; and (iv) "REC Tracking System" means the generation information system, generation attribute tracking system or other system that records generation from renewable energy facilities in any particular geographical region meeting certain requirements of the tracking system and issues tradable instruments associated with that generation.

This Confirmation shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

CUSTOMER: City of Gahanna

Signature: *James A. Jarvin*

Date: 9.3.25

Name: JAMES A. JARVIN

Title: Mayor

FREEPOINT ENERGY SOLUTIONS LLC

Signature: *Geno J. Cortina*

Date: 09/04/2025

Name: Geno J Cortina

Title: SVP Sales

Quote No.: 621226-50

ELECTRICITY SUPPLY CONFIRMATION

Facility Attachment

This Facility Attachment supplements and forms a part of the Confirmation.

Customer Name: *City of Gahanna*

Facilities

	Utility Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Bill Option**	PLC	Tax Exempt %***
1	AEP_OH_CS	00040621000700743	220 OLDE RIDENOUR RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	11.56	
2	AEP_OH_CS	00040621000813964	150 OKLAHOMA AVE, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	1.34	
3	AEP_OH_CS	00040621001971744	245 AGLER RD, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	0.01	
4	AEP_OH_CS	00040621003567463	3902 CHERRY BOTTOM RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.08	
5	AEP_OH_CS	00040621005195011	152 OKLAHOMA AVE UNIT WS, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	11.00	
6	AEP_OH_CS	00040621007723985	1198 RICE AVE, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	0.99	
7	AEP_OH_CS	00040621008823481	218 AGLER RD, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	0.67	
8	AEP_OH_CS	00040621009741501	684 AGLER RD FRNT, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	0.01	
9	AEP_OH_CS	00040621010341483	1130 MORRISON RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
10	AEP_OH_CS	00040621012388351	433 N HAMILTON RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
11	AEP_OH_CS	00040621018696075	1031 CHALLIS SPRINGS DR, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	6.91	
12	AEP_OH_CS	00040621022218601	5601 MORSE RD, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	0.04	
13	AEP_OH_CS	00040621022573073	200 S HAMILTON RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
14	AEP_OH_CS	00040621022582044	1145 TECH CENTER DR Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
15	AEP_OH_CS	00040621027600052	898 CREEKSIDE PLZ GARG, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	71.54	

16	AEP_OH_CS	00040621028176890	1201 CHERRY BOTTOM RD, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	0.01	
17	AEP_OH_CS	00040621029103055	313 S HAMILTON RD, Gahanna, OH 43230	12/09/2025	12/09/202 6	Utility Consolidated - Bill Ready	0.01	
18	AEP_OH_CS	00040621031534583	6457 CLARK STATE RD UNIT EVCHRG1, Gahanna, OH 43230	12/04/2025	12/04/202 6	Utility Consolidated - Bill Ready	0.01	
19	AEP_OH_CS	00040621032094960	780 CLAYCRAFT RD, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	2.78	
20	AEP_OH_CS	00040621033005155	1201 CHERRY BOTTOM RD UNIT BALLPRK, Gahanna, OH 43230	12/01/2025	12/01/202 6	Utility Consolidated - Bill Ready	0.16	
21	AEP_OH_CS	00040621033786265	703 TECH CENTER DR UNIT LIGHTS, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	0.01	
22	AEP_OH_CS	00040621034084945	200 S HAMILTON RD, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	92.50	
23	AEP_OH_CS	00040621034107974	116 1/2 TOWN ST UNIT CHARG, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	0.08	
24	AEP_OH_CS	00040621035485094	926 Taylor Rd, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	30.42	
25	AEP_OH_CS	00040621035812582	760 TAYLOR RD TS, Gahanna, OH 43230	12/01/2025	12/01/202 6	Utility Consolidated - Bill Ready	0.01	
26	AEP_OH_CS	00040621038402122	480 ROCKY FORK BLVD, Gahanna, OH 43230	12/01/2025	12/01/202 6	Utility Consolidated - Bill Ready	15.54	
27	AEP_OH_CS	00040621039735343	176 OKLAHOMA AVE, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	0.20	
28	AEP_OH_CS	00040621041099652	825 TECH CENTER DR, GAHANNA, OH 43230	12/01/2025	12/01/202 6	Utility Consolidated - Bill Ready	11.56	
29	AEP_OH_CS	00040621042680634	5061 MORSE RD UNIT B, GAHANNA, OH 43230	12/05/2025	12/07/202 6	Utility Consolidated - Bill Ready	0.01	
30	AEP_OH_CS	00040621045235992	148 PARKLAND DR UNIT A, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	17.20	
31	AEP_OH_CS	00040621045390623	1532 HARRISON POND DR REAR, Gahanna, OH 43230	12/04/2025	12/04/202 6	Utility Consolidated - Bill Ready	0.03	
32	AEP_OH_CS	00040621046800660	258 GRANVILLE ST REAR, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	0.01	
33	AEP_OH_CS	00040621047063772	220 OLDE RIDENOUR RD UNIT EVCHRG5, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	1.29	
34	AEP_OH_CS	00040621050011213	94 PRICE RD, Gahanna, OH 43230	12/02/2025	12/02/202 6	Utility Consolidated - Bill Ready	0.29	

35	AEP_OH_CS	00040621050029262	200 S HAMILTON RD UNIT EVCHRG4, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.03	
36	AEP_OH_CS	00040621050054491	5577 HAVENS CORNERS RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	2.44	
37	AEP_OH_CS	00040621050678314	4840 MORSE RD, Gahanna, OH 43230	12/05/2025	12/07/2026	Utility Consolidated - Bill Ready	0.03	
38	AEP_OH_CS	00040621051756472	1379 E JOHNSTOWN RD, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	0.01	
39	AEP_OH_CS	00040621056026305	148 PARKLAND DR, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	29.16	
40	AEP_OH_CS	00040621057121824	152 OKLAHOMA AVE, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	6.85	
41	AEP_OH_CS	00040621058142202	6160 HEADLEY RD UNIT REAR, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	0.01	
42	AEP_OH_CS	00040621060107680	152 OKLAHOMA AVE UNIT EVCHRG3, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
43	AEP_OH_CS	00040621062714201	200 N HAMILTON RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	10.21	
44	AEP_OH_CS	00040621064245513	1693 TAYLOR STATION RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	1.92	
45	AEP_OH_CS	00040621065168862	341 HARROW BLVD, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	22.76	
46	AEP_OH_CS	00040621065188874	456 E JOHNSTOWN RD UNIT LIGHTS, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
47	AEP_OH_CS	00040621067527780	6457 CLARK STATE RD, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	4.80	
48	AEP_OH_CS	00040621067707562	200 N HAMILTON RD, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	1.04	
49	AEP_OH_CS	00040621067807974	85 MILL ST REAR, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
50	AEP_OH_CS	00040621069831542	1100 BROOKHOUSE LN FRNT, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	0.17	
51	AEP_OH_CS	00040621071863282	460 ROCKY FORK BLVD, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	62.80	
52	AEP_OH_CS	00040621073827232	75 W JOHNSTOWN RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.04	
53	AEP_OH_CS	00040621073898004	670 MCCUTCHEON RD, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	0.21	

54	AEP_OH_CS	00040621075688600	4085 N HAMILTON RD, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	0.03	
55	AEP_OH_CS	00040621077837053	439 MORRISON RD UNIT MEDIAN, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
56	AEP_OH_CS	00040621078585860	590 N HAMILTON RD, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	0.01	
57	AEP_OH_CS	00040621078644800	1071 CLOVERLY DR REAR, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	0.07	
58	AEP_OH_CS	00040621079780715	213 CAMROSE CT, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	2.15	
59	AEP_OH_CS	00040621083845334	200 MCCUTCHEON RD, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	5.16	
60	AEP_OH_CS	00040621084123874	179 MILL ST, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.33	
61	AEP_OH_CS	00040621088768712	715 CLOTTS RD, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	0.03	
62	AEP_OH_CS	00040621088844035	1201 CHERRY BOTTOM RD, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	1.38	
63	AEP_OH_CS	00040621090000755	247 LINCOLN CIR, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	0.01	
64	AEP_OH_CS	00040621092462441	85 MILL ST REAR 3P, Gahanna, OH 43230	12/02/2025	12/02/2026	Utility Consolidated - Bill Ready	15.99	
65	AEP_OH_CS	00040621092766313	6160 HEADLEY RD, Gahanna, OH 43230	12/04/2025	12/04/2026	Utility Consolidated - Bill Ready	0.03	
66	AEP_OH_CS	00040621097236560	220 OLDE RIDENOUR RD, Gahanna, OH 43230	12/01/2025	12/01/2026	Utility Consolidated - Bill Ready	1.71	

*The Service Start Date is estimated to occur on the first meter read date during or after the month specified above. However, this is an estimated start date and the actual start date will occur only after the enrollment processes are completed by the Utility.

**For Dual Billing, Seller will generate a separate invoice for the Seller Charges either as Account Level Billing or as Summary Billing. If no selection is made or if no Dual Billing Address is provided, Seller will use Account Level Billing.

☐ Account-Level Billing – each Facility will have a separate invoice generated and sent to each Facility's service address, unless a Dual Billing Address or e-mail address is provided herein.

☐ Summary Billing – one invoice for all Facilities sent to the Dual Billing Address or e-mail address, if provided.

Dual Billing Address: Street: _____ City: _____ State: _____ Zip: _____

☐ Please check this box if you wish to receive invoices by mail.

***Tax exemption certificate needs to be provided by Customer to receive the applicable tax exemption on its electricity invoices.

Forecasted Volume

Month	Summary Forecasted Volume (kWh)
12/2025	314,999.81
1/2026	366,478.56
2/2026	336,764.12
3/2026	338,451.18
4/2026	309,449.61
5/2026	360,421.12
6/2026	351,824.83
7/2026	368,061.58
8/2026	357,119.66
9/2026	299,107.47
10/2026	309,911.62
11/2026	306,671.23
12/2026	10,200.38
Total	4,029,461.18

By signing below or by verbal authorization via TPV, Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

CUSTOMER: City of Gahanna

Signature: 

Date: 9.3.25

Name: LAURIE A. SAWIN

Title: Mayor

FREEPOINT ENERGY SOLUTIONS LLC

Signature: 

Date: 09/04/2025

Name: Geno J Cortina

Title: SVP Sales

Quote No.: 621226-50

ELECTRICITY SUPPLY CONFIRMATION

Special Provisions Applicable to Facilities Located in Ohio

Seller is licensed as a competitive retail electric service provider by the Commission under Certificate No. 16-1130E. The Utility may charge Customer switching fees for each Facility. Customer has the right to request from Seller, twice within a twelve-month period, up to twenty-four months of Customer's payment history without charge. For each Facility, the Utility will be sending to Customer a confirmation notice of the transfer of service. The failure by Customer to pay the Utility Charges may result in Customer being disconnected in accordance with the relevant Utility tariff. Notwithstanding any provision to the contrary in the Agreement, the Price applicable to electricity sales in Ohio will not include costs or charges related to Transmission and will include the commercial activity tax. In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact Customer Service using the contact information set forth in the Notice section of the Master Agreement.

The following terms in these Special Provisions Applicable to facilities Located in Ohio shall be applicable only if Customer is a Protected Class Customer (as defined below). Customer will have seven (7) calendar days following the postmark date on the Utility's confirmation notice to rescind this Confirmation by contacting the Utility. Please contact Seller's Customer Service department at the toll free number 1-800-982-1670 for information concerning how to contact the Utility. If you have a complaint and it is not resolved after you have called Seller and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Notwithstanding any provision to the contrary in the Agreement, the failure of the Customer to make, when due, any payment required to be made by it pursuant to this Agreement or to otherwise satisfy any agreed-upon payment arrangement shall not constitute an Event of Default under the Agreement unless such failure is not cured within fourteen (14) calendar days after Seller delivers written notice thereof to such Customer. If the Customer changes the location of a Facility outside of the Utility's service territory, the Customer may terminate the Agreement with respect to such Facility without penalty. The welcome package that will be provided to Customer around the time of Customer's enrollment contains materials regarding the approximate generation resource mix and environmental characteristics of the electricity supplied to Customer in connection with the Agreement. Seller is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except in connection with Seller's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Ohio Revised Code, or to assign this Agreement to another competitive retail energy provider. If Customer switches back a Facility to the Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. Seller does not offer budget billing for the generation portion of any invoice.

In case of Dual Billing or Utility Consolidated Billing, Customer agrees to remit payment of all amounts reflected on the invoice provided by Seller directly to Seller within twenty-one (21) days after the billing date. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615.

For each billing cycle during the term of a Confirmation, the amount to be charged to Customer by Seller for each Facility shall also include the PUCO/OCC Assessment and any applicable reliability must run charges.

With respect to Transactions for Facilities located in Ohio, the following terms have the meanings set forth below:

"Commission" means the Public Utilities Commission of Ohio.

"Protected Class Customer" means a commercial or industrial Customer that consumes seven hundred thousand (700,000) kWhs per year or less of electricity for nonresidential use and is not part of a national account involving multiple Facilities in one or more states.

"PUCO/OCC Assessment" means a fee assessed by the Public Utility Commission for maintaining and administering the Public Utilities Commission of Ohio and the Office of the Ohio Consumers' Counsel.

"Utility" means the electric distribution company providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners or operators that manage the internal distribution system serving the building or facility and that supply electric power and other related electric power services to occupants of the building or facility.

Freepoint Mix, Green-e® Energy Certified RECs* Product Rider ("Rider")

The terms and conditions of this Rider supplement and form part of the Agreement between the Parties. In the event of any conflict between the different documents that, together, form the Agreement, the terms of this Rider shall control.

Product Quantity: Calendar year 2025: 315 RECs
Calendar year 2026: 3,714 RECs

Contract Price (\$/unit): \$0.07139/kWh (the Contract Price includes the cost of Freepoint Mix as well as the Price of electricity as more fully described on the Coversheet of the Agreement)

Delivery Date:** Yearly and not later than April for the previous calendar year

Invoicing: Monthly

Percent Allocation by Address (minimum one address per state if multi-state location):

Address	Percentage %

RECs are Green-e® Energy certified and meet the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

*The Delivery Date is an estimated date. The Product Quantity will not be Delivered until after payment in full.

The following provisions are added to the Agreement, provided they only apply to the Product:

Delivery. Seller will retire the Product Quantity after payment in full by Customer for each calendar year. Title to, and risk of loss of, the Product shall transfer from Seller to Customer upon payment in full by Customer. For Product that covers more than one calendar year, title to, and risk of loss, for each Product year, shall transfer from Seller to Customer on a yearly basis upon payment in full for each calendar year by Customer.

Warranties of Customer. Customer represents and warrants that it is purchasing the Product for its own use and will not resell the product to any third party.

Warranties of Seller. Seller represents and warrants to Customer that: (i) it will transfer to Customer good and marketable title to the Product; (ii) the Product shall be Delivered free and clear from all liens, claims, security interests, encumbrances and other defects of title; and (iii) the Product has not otherwise been sold by Seller, retired, claimed, represented as part of any electricity output or sales, or otherwise used to satisfy any renewable portfolio standard, renewable energy, greenhouse gas or other emissions or other environmental attribute obligation elsewhere under any standard, marketplace or jurisdiction.

Limitation of Warranties. THE PARTIES EXPRESSLY AGREE THAT THE RECS DELIVERED UNDER THIS AGREEMENT ARE SEPARATE FROM, AND DO NOT INCLUDE, THE SUPPLY OF ELECTRICITY.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR AN AMOUNT IN EXCESS OF THE AMOUNT PAID OR TO BE PAID UNDER THIS RIDER.

Marketing. Seller is permitted to reference Customer, as a customer, upon Customer's prior written consent. Upon Seller's prior written consent, Customer is permitted to disclose that it is a customer of Seller. Any press release, in connection with or related to this Agreement or the purchase of RECs under this Agreement, must be pre-approved in writing by both Parties.

Definitions.

Affiliate means with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under the common control with, such person, with "control" meaning the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

Contract Price means the amount per unit of the Product plus the Price of electricity as more fully described on the Coversheet of the Agreement and as specified on this Rider.

Delivered or **Delivery** occurs when Seller retires the Product on Customer's behalf.

Delivery Date means the date when Seller is required to Deliver the Product to Customer, as specified on this Rider.

GREEN-e® means the Green-e® Renewable Energy Certification Program administered by the Center for Resource Solutions, as such standard is in effect on the Effective Date.

Firm Delivery means that Seller shall Deliver the Product Quantity of Product by the Delivery Date, unless excused by Force Majeure.

Generation Period means the calendar year, quarter, or other specified period of time in which the Product is or will be generated, as specified on this Rider.

Guarantor means, with respect to a Party, the guarantor, if any, specified in a separate written agreement between the Parties.

Guaranty means a guaranty of payment from a Guarantor, in a form, amount and for a term all reasonably acceptable to the Party to whom the Guaranty is being issued.

MWh means Megawatt-hour.

Product means the "Freepoint Mix", which is a Renewable Energy Certificate product and does not contain electricity. It is Green-e® Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org. The Product does not include any energy supply, capacity, transmission, tax credits, depreciation or subsidies.

Product Content Label means a document containing information about the Product, including the expected mix of resources.

Product Quantity the number of RECs that Seller agrees to sell to Customer and that Customer agrees to purchase from Seller, as specified on this Rider.

Renewable Energy Certificate or "REC" represents the environmental benefits of one (1) MWh of energy from a renewable energy facility that can be paired with electricity. For more information, see www.green-e.org/rec.

Representatives means a Party's and its Affiliates' employees, officers, directors, managers, members, advisors, consultants, insurance providers and underwriters, capital providers and co-investors, legal counsel and auditors.

The following provisions replace the same titled provisions in the Terms and Conditions, only with respect to the Product:

Billing and Payment. Seller will invoice Customer for the Product Quantity and Customer will pay the Product Quantity multiplied by the Contract Price (less the Price of electricity as more fully described on the Coversheet of the Agreement), plus any applicable taxes for the Delivered Product within 20 days after invoicing. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. If Customer fails to remit any undisputed amount payable by it when due, interest on such unpaid amount will accrue daily at the Interest Rate. To the extent Customer disputes in good faith an amount owed under this Agreement, Customer will pay any undisputed portion of the amount by its due date. If any amount withheld under dispute is finally determined to have been due, such withheld amount shall be forwarded to Seller within 5 Business Days after the date of such determination, along with interest accrued at the Interest Rate for overdue payment from and including the due date, but excluding the date on which payment is actually made. Any invoice or amount dispute or request for adjustment shall be in writing and shall include a detailed explanation of the basis for the dispute or adjustment. Seller has the right to set off and net amounts owed to it by Customer under this Agreement, including any Termination Payment, or any other agreement between the Parties or their Affiliates.

Remedies Upon Event of Default. If an Event of Default occurs and is continuing with respect to Customer, or if Customer terminates this Agreement after signing the Agreement, Seller shall have the right to designate an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate any or all transactions (each, a "**Terminated Transaction**") under this Agreement. On an Early Termination Date, Seller shall close out each Terminated Transaction so that each such Terminated Transaction is canceled and will calculate and aggregate the Termination Payment for all Terminated Transactions. In determining the Termination Payment, Seller (i) need not actually enter into replacement transaction(s), (ii) may consider, among other valuations, any internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates. Customer will pay the Termination Payment to Seller within three (3) Business Days of Customer's receipt of Notice from Seller and will include interest accrued at the Interest Rate from the Early Termination Date until paid, provided that Seller may set off the amount of any collateral provided by Customer and held by it under this Agreement against the amount of the Termination Payment. Seller will refund any collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and stipulates that the Termination Payment obligations set forth herein are difficult to estimate and represent a reasonable approximation of the anticipated harm or loss to Seller as a result of an Event of Default with respect to Customer. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise).

Definitions.

Contract Value" means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (i) the Contract Price (less the Price of electricity as more fully described on the Coversheet of the Agreement) and (ii) the Product Quantity.

Event of Default" means any of the following: (i), Customer's failure to make, when due, any payment required under this Agreement (other than a payment that is the subject of a good faith dispute), if such failure is not remedied within 5 Business Days after Notice; (ii) any representation or warranty made by a Party that is incorrect or misleading in any material respect when made or when deemed made or repeated; (iii) the failure by a Party to perform any material covenant or obligation set forth in this Agreement if such failure is not remedied within 5 Business Days after Notice thereof is given by the other Party; (iv) a Party becomes Bankrupt; (v) a Party fails to provide Performance Assurance in accordance with the Section 5 hereof; (vi) with respect to such Party's Guarantor, if any, (a) if any representation or warranty made by a Guarantor in connection with this Agreement is incorrect or misleading in any material respect when made or when deemed made or repeated, (b) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with the Agreement and such failure is not remedied within 10 days after Notice, (c) the Guarantor becomes Bankrupt, (d) the failure of a Guarantor's guaranty to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under this Agreement without the written consent of the other Party, or (e) the Guarantor repudiates, disaffirms, disclaims or rejects, in whole or in part, or challenges the validity of any Guaranty provided hereunder; or (vii) Customer is subject to an event of default under another agreement entered into with Seller.

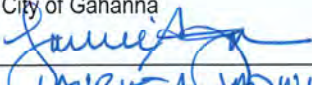
Force Majeure" means an event or circumstance which materially adversely affects the ability of a Party to perform its obligations under this Agreement, which event or circumstance was not reasonably anticipated and which is not within the reasonable control of, or the result of the negligence of, the Party claiming Force Majeure, and which the claiming Party is unable to overcome or avoid or cause to be avoided, by the exercise of reasonable care. Force Majeure may not be based on Customer's obligation to make payments hereunder.

Settlement Amount" means, with respect to each Terminated Transaction, an amount equal to the difference obtained by subtracting the Market Price from the Contract Price (less the Price of electricity as more fully described on the Coversheet of the Agreement) multiplied by the Undelivered Quantity and, if the result of such calculation is a negative number, then such amount will be owed to the Customer and, if the result is a positive number, then such amount will be owed to the Seller.

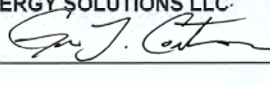
Transaction" means each purchase and sale of Product entered into by the Parties hereunder in accordance with the terms specified on this Rider.

Termination Payment" means all Settlement Amounts that are due to the Non-Defaulting Party, *plus* any or all other amounts due to the Non-Defaulting Party under this Agreement, *plus* the Non-Defaulting Party's Costs, so that all such amounts will be netted out to a single liquidate amount payable by one Party to the other Party.

Customer: City of Gahanna

Signature:  Date: 9.3.25
Name & Title: JAMES A. JOHNSON, Mayor

FREEPOINT ENERGY SOLUTIONS LLC

Signature:  Date: 09/04/2025
Name & Title: Geno J Cortina

SVP Sales

2025 PRODUCT CONTENT LABEL

Freepoint Mix is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see www.green-e.org/rec.

Freepoint Mix is sold in blocks of 1000 kilowatt-hours (kWh) or matches 100% of your electricity usage. In 2025, Freepoint Mix was made up of the following renewable resources.

Green-e® Energy Certified New ² Renewables in Freepoint Mix		Generation Location
-Biomass	%	
-Geothermal	%	
-Hydroelectric ³	%	
-Solar	%	
-Wind	100%	Texas
TOTAL	100%	

*New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the current average mix of resources supplying PJM in 2024 included: Coal (14.80%), Nuclear (32.61%), Oil (0.34%), Natural Gas (44.15%), Hydroelectric (0.95%), and Other (0.00 %). This resource mix was prepared in accordance with the 2024 PJM System Mix; <https://gats.pjm-eis.com/GATS2/PublicReports/PJMSystemMix>.

For comparison, the current average mix of resources supplying ERCOT in 2024 included: Gas-CC (35%), Wind (24%), Coal (13%), Nuclear (8%), Gas (9%), Solar (10%), and Other Under 2% (1%). This resource mix was prepared in accordance with the ERCOT Fuel Mix Report 2022 Summary; <https://www.ercot.com/gridinfo/generation>, accessed 02/12/2025.

For specific information about this product, please contact Freepoint Energy Solutions LLC, Customer Service toll free at 1-800-982-1670, by email at CustomerRelations@freepointsolutions.com or through our website <https://www.freepointsolutions.com>.



Energy
CERTIFIED

Freepoint Mix is Green-e® Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green-e.org.

MASTER ELECTRICITY SUPPLY AGREEMENT

This MASTER ELECTRICITY SUPPLY AGREEMENT ("**Master Agreement**") is entered into by and between Freepoint Energy Solutions LLC ("**Seller**") and the customer party identified below ("**Customer**"), effective as of the date this Master Agreement is executed by Seller (the "**Effective Date**"). Seller and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS the Parties wish to provide the terms and conditions pursuant to which they may enter into transactions for the purchase and sale of electricity and related products and services to one or more of Customer's Facilities as agreed to from time to time (each a "**Transaction**").

NOW, THEREFORE, in consideration of their mutual covenants herein, the Parties, intending to be legally bound, agree as follows:

1. **Overview.** Each Transaction between the Parties will be governed by this Master Agreement. This Master Agreement (including all exhibits, schedules and any written supplements thereto) and any and all Transactions (including any Confirmations, as hereinafter defined) will form a single integrated agreement between the Parties (collectively, the "**Agreement**"). Any inconsistency between any terms of this Master Agreement and any terms of a Confirmation will be resolved in favor of the Confirmation, but only with respect to the Transaction for which such Confirmation was entered into. Should the Parties come to an agreement regarding a Transaction, the Parties shall enter into a written Confirmation, signed by the Parties. Nothing in this Master Agreement obligates either Party to enter into a Transaction at any time. During the term of a Confirmation, (i) Seller agrees to sell and Customer agrees to buy the quantity of electricity supply meeting Customer's full requirements at each Facility; (ii) the title and risk of loss to the electricity purchased thereunder shall pass from Seller to Customer at the relevant Delivery Point(s); and (iii) Seller will arrange for the delivery of electricity by the relevant Utility to each Facility. Customer hereby authorizes Seller to obtain all required account and usage information for the Facilities from the relevant Utility. As a condition precedent to Seller entering into this Master Agreement and any Confirmation, Customer shall satisfy Seller's contracting, credit, and applicable know-your-customer/anti-money laundering requirements.
2. **Term.** The term of this Master Agreement commences on its Effective Date and continues until terminated by either Party upon thirty (30) days' Notice; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this Master Agreement that by its terms survives any such termination and, provided further, that this Master Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Transaction(s) entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations with respect to such Transaction(s) or such Transaction(s) that have been terminated under Section 7 Early Termination of this Master Agreement. A Confirmation shall become effective on its Effective Date and Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or after the Estimated Start Date specified therein. However, Customer acknowledges that (i) the Service Start Date is dependent upon the relevant Utility confirming to Seller that it has completed all required enrollment processes for the applicable Facility and (ii) if enrollment processes are completed by a Utility after the Estimated Start Date, the Service Start Date will occur as soon as practicable after the enrollment processes are completed by the Utility, without Seller incurring any liability for such delayed start, except to the extent such liability is directly caused by Seller. For the avoidance of doubt, the Parties agree that Seller shall not be liable for any Utility Charges. The initial term of each Confirmation will run from the Service Start Date through the Service End Date specified therein (the "**Initial Term**"), unless earlier terminated as provided herein. At the end of the Initial Term of a Confirmation Seller will continue to provide electricity on a month-to-month basis at market-based pricing as per Section 3 Customer Charges, unless and until terminated by either Party upon providing the other Party with 30 days' prior Notice.
3. **Customer Charges.** For each billing cycle during the term of a Confirmation, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges, (ii) the amount assessed by Seller for any Cost Components for such billing cycle that are not indicated as being included in the applicable Price for such Facility, (iii) all applicable Taxes (except for any Taxes that are expressly included in the Price), and (iv) any costs and charges assessed pursuant to the "Change in Usage Charges" and/or "Calculation Adjustments" paragraph on a Confirmation, Section 6 Regulatory Change, or Section 19 Conversion hereof (collectively, the "**Seller Charges**"). After the expiration of the Initial Term, the Price per kWh will be an hourly variable rate based on the ISO-published LMP applicable to each account listed in any Electricity Supply Confirmation plus a margin and all other costs and charges associated with fulfilling the requirements under the Electricity Supply Confirmation; the Price may change monthly without prior notice and does not include the costs of distribution and other services provided by the relevant Utility (the "**Utility Charges**").
4. **Billing and Payment.** With respect to each Facility, Customer may receive one consolidated bill from the relevant Utility each bill cycle for both the Utility Charges and the Seller Charges (the "**Utility Consolidated Billing**" or "**UCB**"), and the bill will be sent to the billing address on file with the Utility. In such case, Customer agrees to remit payment for all amounts reflected on such invoice directly to the Utility in accordance with the Utility's payment terms. Alternatively, if the Utility does not provide consolidated billing or Seller does not participate in the Utility's consolidated billing program, Customer will, each bill cycle, receive one bill from the Utility for the Utility Charges (payable to the Utility) and a second bill from Seller for the Seller Charges (payable to Seller) (the "**Dual Billing**"). With respect to each Facility located in Texas, Customer will receive one consolidated bill from Seller each bill cycle for the Seller Charges and the Utility Charges (the "**Seller Consolidated Billing**" or "**SCB**"). Unless otherwise stated in a Confirmation, in case of Dual Billing or SCB, Customer agrees to remit payment of all amounts reflected on the invoice provided by Seller directly to Seller no later than 20 (twenty) days from the date of billing. All payments to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. Seller reserves the right to pass through charges or fees incurred by Seller to process ACH or credit/debit card payments. All invoices will include amounts for applicable Taxes. If selected by Customer, any and all amounts due and payable pursuant to the Agreement may be processed via autopay. Depending on the bill format, charges assessed pursuant to the "Change in Usage Charges" and/or "Calculation Adjustments" on a Confirmation, or Section 6 Regulatory Change hereof may appear on Customer's bill as a line item or Price adjustment. Regardless of billing method, invoices may cover multiple Facilities where applicable. If on Dual Billing or SCB and if an email address is provided, Seller will provide the invoice by email, unless Customer specifically opted to receive invoices by mail. Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "**Interest Rate**"). Seller will charge a \$35 return check fee for all returned checks. Seller is not responsible for notifying Customer of any failed or returned payments. If selected by Customer, any and all amounts due and payable pursuant to the Agreement may be processed via autopay. Seller may apply any credit balance on a particular Facility to a balance owed on any other

Facility supplied by Seller under the Agreement. Seller will include or cause to be included in any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions. If Customer disputes the Seller Charges on any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Customer will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in collecting payments, cancellation fees and any other amounts owed under the terms of this Agreement. If the unpaid disputed portion of the bill is found to be in error resulting in a corrected invoice, the Interest Rate will not be applied to such unpaid amounts provided Customer timely pays the corrected invoice. Any invoice dispute shall be made in good faith, presented in writing and state the basis for the dispute or adjustment. The Parties will work together in good faith to address the disputed amount in a timely manner. In case either Party is unwilling to settle the dispute through negotiation or if both Parties fail to reach any agreement within 30 days after negotiation begins, then either Party shall be free to pursue any right or remedy available to it under the applicable law.

5. **Taxes.** Customer shall pay all applicable Taxes that are associated with sales under, and/or performance of, the Agreement. The Price does not include gross receipts Tax or applicable state and local sales Tax, unless otherwise expressly set forth herein. Seller may collect Taxes payable by Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and each relevant Utility. With respect to a Transaction, Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or properly and accurately complete any such evidence.
6. **Regulatory Change.** If there is a Regulatory Change which causes Seller to incur new or modified fees, costs or charges ("**Regulatory Charges**"), Seller reserves the right to pass through the Regulatory Charges to Customer without markup. For the avoidance of doubt, the Parties agree that a change in the rate classification of a Facility will be deemed a Regulatory Change. The changes described in this Section may impact any or all of the charges described in the Agreement, including, but not limited to, any Cost Component specified on the Confirmation's Coversheet, whether described as "fixed," "variable," "included in the Price," "passed through" or otherwise.
7. **Early Termination.** If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to designate an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate any or all Transactions (each, a "**Terminated Transaction**"). Seller shall give prior Notice to Customer setting forth the Early Termination Date. In addition to the other remedies specified herein, upon the occurrence of an Event of Default with respect to Customer, Seller shall be permitted to switch Customer to receive Default Service at each Facility or, with respect to electricity sales in Texas, disconnect Customer's electric service. Subject to Seller's rights and remedies hereunder (including Section 8 Termination Payment Calculation below), Customer may terminate the Agreement by giving 30-day prior Notice to Seller and shall pay any unpaid amounts owed hereunder in connection with such termination and for the electricity supplied up to the Effective Termination Date.
To the extent permitted by applicable law, Seller can terminate this Agreement, a Confirmation or a Facility(ies) from a Confirmation, at no cost to Seller, if: the relevant Utility is unable to service a Facility; Customer is or becomes sanctioned; or performance under this Agreement would result in a violation of sanctions by any person, including Seller. To the extent permitted by applicable law, Customer will be given thirty (30) calendar days prior notice of termination and an opportunity to cure; this thirty (30) calendar days notice and cure period applies to termination by Seller for the specific events listed in this paragraph and does not apply to any Event of Default.
If Seller becomes Bankrupt, Customer shall have the right to cancel this Agreement and shall not be responsible for Cancellation Payment or any other amount in connection with such cancellation.
8. **Termination Payment Calculation.** On an Early Termination Date, Seller shall close out each Terminated Transaction so that each such Terminated Transaction is canceled and Seller shall calculate and aggregate the Early Termination Amount for all Terminated Transactions. The Parties agree that a Terminated Transaction will become effective after the Facility drop has been processed by the applicable Utility and the Facility is no longer supplied under the Agreement and, in case there are multiple Terminated Transactions, the effective termination date will be whichever Facility drop occurs last (the "**Effective Termination Date**"). Seller shall provide Customer with the amount of the Early Termination Amount as soon as reasonably practicable after the Early Termination Date (the "**Termination Payment Notice**"). In determining the Early Termination Amount, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Volume or other Customer-related information it deems relevant to determine the quantity of electricity to be purchased by Customer for the remaining term of any Terminated Transactions, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates, all adjusted for the remainder of the applicable term and basis differentials. Customer shall pay the Early Termination Amount within ten (10) Business Days after receiving the Termination Payment Notice from Seller, provided that Seller may set off the amount of any Collateral received from Customer and held by it under the Agreement against the amount of the Early Termination Amount. If the Early Termination Amount is not paid when due, it shall accrue interest at the Interest Rate from its due date until paid. Irrespective of whether an Early Termination Amount is owed hereunder, Customer shall pay to Seller the Seller Charges incurred up to the Effective Termination Date and its Costs. Seller will refund any Collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and agrees that any Early Termination Amount under the Agreement constitutes a reasonable approximation of harm or loss to Seller as a result of the Event of Default and is not a penalty or punitive in any respect. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise).
9. **Credit.** Prior to entering into any Confirmation, Customer shall provide Seller with financial and other information as Seller may reasonably request to satisfy applicable know-your-customer rules and to complete its credit review and other contracting processes. If, at any time during the term of the Agreement, Seller determines that (a) Customer has failed to timely pay any amounts due under the Agreement, more than twice, in non-consecutive months (provided that each failure to pay is cured within five (5) days of receiving the other Seller's Notice thereof), or two (2) consecutive months in a row within a rolling twelve (12) month period (provided that the first failure is cured within five (5) days of receiving the Seller's Notice

thereof), or (b) Seller has reasonable grounds for insecurity with respect to Customer's creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under the Agreement. Any Collateral provided by Customer will be held in accordance with the applicable Law.

10. **Limitation of Liability; Disclaimer of Warranties.** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE EXPRESSLY PROVIDED FOR IN THE AGREEMENT, LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT THE TERMINATION PAYMENT WILL CONSTITUTE DIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THE AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER IS RESPONSIBLE FOR ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER.
11. **Governing Law.** This Master Agreement and the rights and duties of the Parties under this Master Agreement are governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws principles that would apply the laws of another jurisdiction. With respect to any Confirmation entered into or contemplated by the Parties, the Agreement and the rights and duties of the Parties under the Agreement are governed by the internal Law of the state where each Facility is located without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under the Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS MASTER AGREEMENT OR THE AGREEMENT.
12. **Assignment.** Customer shall not assign this Master Agreement, any Confirmation or any of its rights or obligations thereunder without Seller's prior written consent which shall not be unreasonably withheld or delayed. For the avoidance of doubt, the Parties agree that it shall be unreasonable for Seller to withhold its consent if the assignee meets Seller's commercially reasonable credit requirements and agrees to assume in writing all of assignor's obligations under the Master Agreement and/or the Confirmation(s), as applicable. Notwithstanding any other provision of the Agreement, Seller may assign this Master Agreement, any Confirmation and its rights and obligations thereunder without Customer's consent, upon Notice to Customer thirty (30) days prior to the effective date of assignment, but only to the extent Notice is not prohibited pursuant to any duties of confidentiality by which Seller is bound. Any assignee hereof shall be subject to all the provisions and conditions of this Master Agreement and, if applicable, the Confirmation(s), as applicable to its assignor to the same extent as though such assignee were an original Party to this Master Agreement and the applicable Confirmation(s). This Master Agreement and any Confirmation entered into in connection thereto will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
13. **Force Majeure.** Notwithstanding any other provision of the Agreement, if a Party is unable to carry out any obligation under the Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more, the non-claiming Party, may terminate the Agreement with respect to the Facilities adversely affected by the Force Majeure upon 15 days' prior Notice to the claiming Party. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided under a Confirmation at a greater price, and the ability of Customer to purchase the products and services provided under a Confirmation for a lower price, than the price specified therein shall not constitute an event of Force Majeure. Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant Utility.
14. **Representations.** As of the Effective Date and the date of entering into each Transaction, each Party represents and warrants to the other Party that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Master Agreement and any Confirmation; (ii) it has the power and authority to sign and perform this Master Agreement and any Confirmation, with respect to Customer only, to bind each Facility to the terms and conditions of the Agreement; (iii) the execution of this Master Agreement and any Confirmation is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (iv) it intends to be legally bound by this Master Agreement and any Confirmation and has caused the Master Agreement to be executed by its duly authorized officer or representative as of the date shown below; (v) it is not Bankrupt; (vi) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Master Agreement and any Confirmation; and (vii) all information provided by it to the other Party is true, correct and complete in all material respects. In connection with the negotiation and execution of this Master Agreement and any Confirmation, Customer represents and warrants to Seller that: (a) Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with the Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Master Agreement, any Confirmation or any addenda thereto; (d) none of the Facilities for which it is purchasing electricity from Seller is a residence; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective (unless Customer has provided a subsequent forecast of anticipated volumes that have been mutually agreed

upon in writing); (f) Customer has or will obtain, and will provide proof thereof upon request, all necessary budgetary approvals, appropriations and funding for all of its obligations under this Agreement, and the failure to do so will not be an excuse for Customer's performance or failure to perform hereunder; and (g) it is entering this Master Agreement and any Confirmation as principal and not as agent for any other party.

15. **Confidentiality.** The Parties agree to keep all terms and provisions of this Master Agreement, any Confirmation and all communications in connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, except as otherwise required by Law (including Ohio's open records laws) or judicial process. Customer hereby authorizes Seller to obtain from the Utility any account-related information including its account name, account number, billing address, billing and payment history, service address, telephone number, standard offer service type, rate classification, meter readings, historical usage information (including historical interval meter data) and peak electricity demand (individually and collectively, "**Customer Data**"). Seller may disclose any Customer Data to (i) the Utility, (ii) a third party energy consultant, broker or third party service provider engaged to provide services to a Party in connection with this Master Agreement or any Confirmation, (iii) Seller's affiliates or prospective purchasers of all or part of its business, who have agreed to keep such information confidential, or (iv) as required by Law or judicial process.
16. **Notices.** The Parties will send all notices relating to this Master Agreement and any Confirmation in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "**Notice**"), provided that Seller may communicate or inquire about operational decisions by telephone and provided further that such telephone communications are immediately followed by an email confirmation. The Notices shall be delivered as specified below. Notice by electronic mail or hand delivery will be deemed received by close of the Business Day on the day it was transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

If Customer needs to send Seller a Notice or inquire about a service matter, Customer shall use the contact information below:

Freepoint Energy Solutions LLC
3050 Post Oak Blvd., Suite 1330
Houston, TX 77056
Attention: Freepoint Retail Operations
Our website: www.freepointsolutions.com
Customer Service Toll Free Number: 1-800-982-1670
Customer Service Fax Number: 1-713-583-9087
Customer Service Hours: Business Days 8:00AM to 5:00PM central time
Customer Service Email: CustomerRelations@freepointsolutions.com

Notices to Customer will be provided using the information set forth below or the information provided on the Confirmation, if no information is provided below.

Attention: City of Gahanna
Address:
Phone:
Fax:
Email:

17. **Miscellaneous.** This Master Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Master Agreement. Sections 2, 4, 5, 8, 10, 11, 15 and 17 hereof and all provisions in this Master Agreement regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. This Master Agreement and any Confirmations may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized representative of such other Party. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Master Agreement or of any Confirmation is to be construed as creating any rights enforceable by a third party, and all third-party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party brokers and/or consultants representing Customer in connection with this Agreement may be included in the Price and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by any such third party brokers and/or consultants (including for amounts owed to any such third party brokers and/or consultants that are not included in the Price) and any costs incurred by Seller with respect to such Claims (including legal fees and disbursements). If the Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the ISO index has occurred, then Seller will use a commercially reasonable replacement price that is calculated by the Seller. Any provision or section of the Agreement declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations that arise under the Agreement. Except as otherwise provided in this Master Agreement, the rights, powers, remedies, and privileges provided in this Master Agreement are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. No waiver by either Party of any breach of the Agreement by the other Party is effective unless expressly made in writing, and any such waiver is effective only in that instance and only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach. As used in the Agreement, the term "including" means "including without limitation." Any fee, charge, Cost Component or cost that is expressed in \$ per MWh may be converted to \$ per kWh for purposes of billing or any other calculation made hereunder. Customer

acknowledges that Seller and its Affiliates are in the business of buying and selling electricity and related products within the various markets for their own respective accounts and that (i) such participation in such markets may affect the relevant market prices used to determine charges hereunder and (ii) nothing in the Agreement restricts Seller or any of its Affiliates from participating in activities that may affect market prices. Customer will not (a) withhold payment for any reason (subject to its right to dispute Invoices); (b) resell any portion of the electricity purchased from Seller to a third party or (c) use any new or additional on-site generation or battery storage capabilities, not disclosed on or before the Effective Date of a Confirmation, at any Facility during the term of the corresponding Confirmation. Customer warrants that it has disclosed all existing back-up and onsite generation prior to execution of each Confirmation.

18. **Acknowledgements.** Each Party agrees, understands and acknowledges that: (a) the Transactions entered into pursuant to this Master Agreement constitute a single integrated agreement that is a "forward contract" as defined in the United States Bankruptcy Code (the "**Code**"); (b) this Master Agreement constitutes a "master netting agreement" as defined by the Code; (c) the Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of a commodity; (d) Seller is not a "utility" as defined in the Code; (e) commodity supply will be provided by Seller under the Agreement, but delivery will be provided by the Customer's Utility; and (f) Customer's Utility, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.
19. **Conversion Option.** At any time during the Initial Term of a Confirmation, Customer may request Seller to provide new price quotes for its full electricity supply requirements or a part thereof, for the remaining Initial Term, a part thereof or an extended term (the "**Conversion Option**"). During normal trading hours, Seller shall endeavor to provide Customer non-binding quotes for the Conversion Option, provided that Seller does not guarantee staff availability for execution of any Conversion Option at a specific price or for a specific term, and provided further that Seller shall not be liable for failure to provide price quotes or execute any specific addendum therefor. No agreement for a Conversion Option will be deemed to exist between the Parties unless and until an addendum to the Confirmation or superseding electricity supply agreement is executed and delivered by the Parties. For the avoidance of doubt, the Parties agree that if no such addendum or superseding agreement is entered into by the Parties, the Parties' respective rights and obligations will remain governed by and subject to the terms and conditions of the Agreement.
20. **Definitions.** As used in this Master Agreement, the following terms have the stated meanings, provided that capitalized terms in this Master Agreement not defined in this Section will have the meaning ascribed thereto elsewhere in this Master Agreement and, provided further that in the event of any inconsistency between the definitions set forth in this Section 20 and the definitions set forth in the Special Provisions of a Confirmation, the definitions set forth in the Special Provisions of a Confirmation will prevail for the purpose of the relevant Transaction. The following example is provided for the sake of clarity, with respect to Facilities located in Texas the definition of "Energy" specified in the Special Provisions of the ERCOT Confirmation will take precedence over the definition of "Energy" specified in this Section 20(s). All definitions herein apply to singular and plural forms.
 - a. "**Administrative Fee**" means a fee charged by Seller for the electricity supply provided under a Confirmation.
 - b. "**Ancillary Services**" means those applicable ancillary services required to facilitate delivery of Energy as set forth in the applicable ISO Open Access Transmission Tariff.
 - c. "**ARR**" means auction revenue rights and associated congestion credits as allocated by PJM and received by Seller.
 - d. "**Balancing Congestion**" means the charges or credits imposed by the ISO when real-time constraints on the transmission system create an imbalance between real-time and day-ahead market load.
 - e. "**Bankrupt**" means with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
 - f. "**Business Day**" means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by Law to be closed.
 - g. "**Calculation Adjustments**" has the meaning ascribed to it as stated in a Confirmation.
 - h. "**Capacity**" means the costs and/or charges for fulfilling the capacity requirements for the Facility(ies) imposed by the ISO, Utility or otherwise.
 - i. "**Claim**" means all claims, demands, suits or actions of every name and nature, threatened or filed before or after the Agreement is terminated, both at law and in equity, and whether groundless, false, or fraudulent, whether directly or indirectly related to the subject matter of an indemnity contained in the Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys' fees and expenses and court costs) however incurred.
 - j. "**Collateral**" means, with respect to a Party, cash margin, letter of credit or other credit support or collateral provided to secure such Party's obligations under the Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral.
 - k. "**Commodity Charges**" means a portion of Customer's electricity bill for each Facility which shall be equal to Customer's Energy Usage at such Facility multiplied by the applicable Price, unless otherwise specified herein or in any addenda hereto.
 - l. "**Confirmation**" means an Electric Supply Confirmation entered into between the Parties pursuant to the Master Agreement, including the Coversheet, the Facility Attachment, the Special Provisions, the Contract Summary (if applicable) and all exhibits, attachments and addenda, which sets forth the terms and conditions for a particular Transaction for the purchase and sale of electricity, including the Price, the Estimated Start Date and the Service End Date. The form of a Confirmation, as in effect from time to time, shall be issued to Customer for each applicable Transaction. Each executed Confirmation is incorporated by reference into the Agreement.
 - m. "**Contract Value**" means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (a) the Price, and (b) the Remaining Usage (as reasonably determined by Seller based on its present value).
 - n. "**Costs**" means, and shall include (at the election of the non-defaulting Party but without duplication), any brokerage fees, commissions and other transactional and/or administrative costs, losses and expenses incurred by the non-defaulting Party as a result of the non-defaulting Party's maintaining and/or liquidating any hedges or other risk management contracts and/or entering into new arrangements to replace the Terminated Transactions, and attorneys' fees and expenses incurred by the non-defaulting Party by reason of the enforcement and protection of its rights

under the Agreement or any Terminated Transaction.

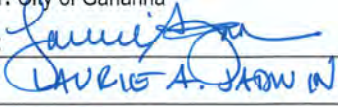
- o. **"Cost Component"** means the relevant electricity supply costs stated in the Confirmation or any addenda hereto which may be included in the Price as indicated in the Confirmation or any addenda hereto.
- p. **"Default Service"** means default electric energy service as required by Law to be provided by the relevant Utility for any Facility.
- q. **"Delivery Point"** means the load zone associated with each Facility.
- r. **"Demand Determinants"** means the NSPL and PLC.
- s. **"Deration"** means the transmission loss deration cost as accounted for by the ISO for the applicable Utility.
- t. **"Early Termination Amount"** means, with respect to a Terminated Transaction, the value resulting from the Contract Value less the Market Value, as reasonably determined by Seller and discounted to present value as of the Early Termination Date.
- u. **"Effective Date"** means (i) as to a Confirmation, the date on which the Confirmation is signed by Seller and Customer and (ii) as to the Master Agreement, the Effective Date set forth in the preamble of this Master Agreement.
- v. **"Energy"** means the electrical energy at a specific ISO load zone, calculated based on costs that will include the LMP.
- w. **"Energy Usage"** means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period or as reasonably estimated by Seller.
- x. **"Estimated Start Date"** means the date specified on the Facility Attachment of a Confirmation.
- y. **"Event of Default"** means: (a) the failure of a Party to make timely payments of any amounts due under the Agreement; (b) any representation or warranty made by a Party in this Master Agreement or Confirmation proves to be false or misleading when made or repeated; (c) a Party fails to perform its material obligations under the Agreement and (to the extent not excused by Force Majeure) such failure is not cured within five (5) days of receiving the other Party's Notice thereof; (d) a Party becomes Bankrupt; or (e) with respect to Customer only, (A) the failure by Customer to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in the Agreement (including having one or more Facilities disconnected from utility service by any Utility); (B) one or more Facilities fail to enroll; (C) Customer fails to provide Collateral hereof within five (5) Business Days of receiving Seller's written demand therefor; (D) Customer makes an unauthorized assignment of its rights and obligations under this Master Agreement or a Confirmation.
- z. **"Facility"** means each electric account meter located at each service address specified to receive electricity supply pursuant to the Agreement as set forth on the Facility Attachment of any Confirmation. For avoidance of doubt, accounts or meters at a facility that are not specified under the Facility Attachment are not included in the Agreement.
- aa. **"Force Majeure"** means an event (a) not within the reasonable control of the Party, (b) not caused by the negligence or willful misconduct of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, the claiming Party is unable to overcome or for which the claiming Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes: (a) an event of Force Majeure affecting any relevant Utility or ISO; (b) a suspension, curtailment, or service interruption by the Utility or ISO or (c) a cyber incident affecting network security or computer systems, applications or data, including hacker and/or denial of service attacks, or propagation of malicious code affecting the claiming Party, the Utility or ISO.
- bb. **"Forecasted Volume"** means the Customer's expected electricity consumption for each month of the Initial Term as set forth on any Facility Attachment or addenda to a Confirmation or as reasonably determined by Seller based on historical usage information.
- cc. **"ISO"** means the applicable independent system operator.
- dd. **"Law"** means any constitution, law, statute, regulation, rule, ordinance, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, judicial decision, administrative order, ISO guideline or protocol, Utility guideline or protocol, nodal guideline or protocol, nodal definitions, zonal or boundary definitions, or any interpretation thereof by any Public Utility Commission, Public Service Commission or similar state commission or agency having jurisdiction over utilities or the electric distribution system, court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- ee. **"Line Losses"** means the loss of Energy in the transmission and distribution of electricity from generation resources to load, excluding Deration and UFE.
- ff. **"LMP"** means the real time or day ahead (as applicable) locational marginal price for the Facility's applicable load zone, which is published by NYISO and PJM for each settlement interval and expressed in \$/MWh, provided that the LMP may be converted to \$/kWh for billing purposes.
- gg. **"Market Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such Remaining Usage is commercially available to the non-defaulting Party (all, with respect to (i) and (ii), as reasonably determined by Seller based on their present value).
- hh. **"MLC"** means marginal loss credits and associated transmission loss credits as received by Seller.
- ii. **"NSPL"** means the Facility's network service peak load as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- jj. **"Party"** or **"Parties"** means Seller and/or Customer, individually or together, as the case may be.
- kk. **"PJM"** means PJM Interconnection L.L.C., the regional transmission organization.
- ll. **"PLC"** means the Facility's peak load contribution as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- mm. **"Price"** means, during the Initial Term, the unit price specified in the Confirmation or any addenda hereto, and, after expiration of the Initial Term, the market-based price determined by Seller in accordance with Section 3 hereof.
- nn. **"Regulatory Change"** means the introduction of any new, or any change in, Law, renewable portfolio standards or other renewable energy requirements, Cost Components, Utility or ISO/RTO operations, market structure, congestion zone design, Utility and/or ISO/RTO business practices, tariffs, rules or protocols.
- oo. **"Remaining Usage"** means the electricity supply which would have been provided by Seller under each Terminated Transaction during the remaining term of the Terminated Transaction had such Transaction not been terminated, as reasonably determined by Seller.
- pp. **"Renewables"** means the mix of renewable energy sources that Seller is required by Law to meet under the renewable portfolio, renewable electricity and similar standards or requirements applicable in the state and other jurisdictions in which the Facility is located.

- qq. "Service End Date" means, with respect to each Facility, the meter read date occurring during the month specified on the Facility Attachment or if a meter read date is not scheduled by the Utility during such month, the meter read date occurring immediately thereafter.
- rr. "Service Start Date" means, with respect to each Facility, the date when the applicable Utility has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- ss. "Taxes" means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including gross receipts, sales, consumption, or commercial activity tax.
- tt. "TPV" means a Seller approved and third party verified recording.
- uu. "Transmission" means the costs and/or charges for network transmission service and enhancement as identified in the applicable tariff territory.
- vv. "UFE" or "Unaccounted for Energy" means the resulting cost for the loss of Energy in the transmission of electricity after the cost of Line Losses and Deration are removed.
- ww. "Utility Charges" means include the costs of distribution and other services provided by the relevant Utility.

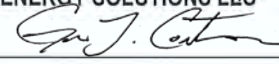
This Master Agreement shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

IN WITNESS WHERE OF, the Parties have executed this Master Agreement through their duly authorized representatives as of the Effective Date.

Customer: City of Gahanna

Signature:  Date: 9.3.25
Name: LAURIE A. JOHNSON
Title: Mayor

FREEPOINT ENERGY SOLUTIONS LLC

Signature:  Date: 09/04/2025
Name: Geno J Cortina
Title: SVP Sales