

# Commercial Energy Sales Agreement

This Commercial Energy Sales Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the "Agreement") is entered into and made by and between Champion Energy Services, LLC, (or its affiliate, Champion Energy, LLC), identified herein as "Seller" and the buyer of retail electricity, identified herein as "Buyer" and specified on the signature page below. Seller and Buyer may hereinafter be referred to individually as "Party" or collectively as "Parties". Regional requirements and terms, if applicable and capitalized herein will have the meaning ascribed to them herein or in any addendum or exhibit attached hereto.

## THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Purchase, Sale and Delivery of Electricity:** Subject to the terms and conditions set forth herein, Seller, a licensed retail electricity supplier ("RES"), shall sell and Buyer shall purchase, receive and use electricity for Buyer's Accounts and Meters as specified in Exhibit "D" ("Buyer's Delivery Point(s)") at the price(s) per kilowatt hour (kWh) specified on Exhibit "A" ("Contract Price"). The electricity will be delivered by Seller's supplier to the specific zone on the transmission system ("Point of Delivery") as identified by the electric distribution company ("EDC" as further defined in Addendum "A") operated by the independent system operator ("ISO" as further defined in Addendum "A"). Delivery of the electricity from the Point of Delivery within the zone for the appropriate Accounts and Meters corresponding to each Buyer Delivery Point will be made by the EDC.
2. **Metering:** All electricity delivered hereunder ("Usage") shall be and can only be, measured by the EDC at the meters located at each Buyer Delivery Point. Actual Usage shall be the primary method of calculating the monthly charges for Buyer. However, Seller may use estimated Usage if measurements of actual Usage are not received timely from the EDC, in which case Seller will make appropriate adjustments upon receipt of actual Usage. Seller may adjust invoices for any Usage measurement errors in accordance with EDC rules. Seller cannot guarantee that the switch of Buyer's account(s) to Seller will occur by a specific date and Seller shall not be liable for delays in this process caused by the ISO, EDC or the Buyer. The Service Start Date shall be the date upon which a particular Account and Meter is switched to Seller. The Service Start Date is typically the first scheduled read date that occurs on or after the Start Date specified in Exhibit "A," unless an alternate date has been requested by Buyer and agreed to by Seller. If the EDC requires Buyer to install additional metering and/or related equipment at any service address, Buyer will be solely responsible for all charges and arrangements required by the EDC.
3. **Term:** This Agreement shall be effective as of signing of this Agreement by Buyer ("Effective Date") and shall continue in effect thereafter as to each Buyer Delivery Point for the total number of months (the "Term") specified in Exhibit "A" unless sooner terminated as otherwise provided in this Agreement. Seller is obligated to begin flowing power on the first scheduled meter read date on or after the Start Date in Exhibit "A".
4. **Pricing:** Buyer will pay the Contract Price times the actual Usage. The Contract Price per kWh includes electricity commodity charges and the costs identified on Exhibit "B". The costs and all applicable taxes described in Exhibit "C" will be passed-through to Buyer without markup and Buyer shall pay Seller for such costs and taxes. If applicable, any change in Peak Load Contribution ("PLC") Values, as determined by the EDC and specified in Exhibit "A", resulting in an increase in transmission and capacity charges to Seller during the Term of this Agreement may be passed through to Buyer at cost, without markup. For Buyer's actual Usage that is for a time period outside of the Term, Buyer will pay Seller in accordance with the Hold Over Rate terms of Paragraph 7 below. If a broker or consultant was involved in this transaction, the fee or commission associated with such broker or consultant may be included in the Contract Price charged to Buyer.
5. **Billing & Payment:** Buyer will make payment in accordance with the Billing and Payment terms specified in Addendum "A". Where dual billing is applicable, Buyer will receive a separate invoice from Buyer's EDC, and Buyer shall be solely responsible for payment of such invoice.
6. **Blend and Extend Rate Adjustment and Term Modification Request:** At any time during the Term of this Agreement, Buyer may request that the Term be extended or shortened and the Contract Price then in effect be modified to support this request. Upon receipt, if Buyer's request is approved by Seller, Seller will use commercially reasonable efforts to present a blend and extend offer to Buyer reflecting a revised new Term and Contract Price ("Blend & Extend Offer"). Buyer will be under no obligation to accept the Blend & Extend Offer presented by Seller. If Buyer rejects the Blend & Extend Offer, all terms, conditions and pricing as originally agreed upon under this Agreement will remain in effect for the remainder of the Term. If Buyer and Seller mutually agree on the Blend & Extend Offer made, an amendment detailing the new Term and Contract Price will be drafted and executed by authorized representatives of the parties prior to becoming effective.
7. **Hold Over Rate:** For periods in which Usage occurs outside of the Term Seller may charge Buyer the cost or value of providing electricity to Buyer, based on the Applicable Market Rate (as defined in Addendum "A") plus retail adder, the costs identified on Exhibit "B", if applicable, and any other similar charges incurred by Seller. The Applicable Market Rate excludes Exhibit "C" items, which will be invoiced to Buyer at cost. Appropriate adjustments to the foregoing amounts will be made for partial months. In the event services extend beyond the Term, Buyer's Accounts and Meters will continue to be served under this Agreement except for any rate differential per the above Hold Over Rate terms.
8. **Material Change:** Buyer acknowledges that the Contract Price offered under this Agreement is based upon Buyer's historical or forecasted Usage data as specified on Exhibit "A" ("Contract Quantities") for its Accounts and Meters. If Buyer's Contract Quantities as specified on Exhibit "A" exceed 25,000,000 kilowatt hours (kWhs) annually, Buyer agrees to provide Seller with advance written notice of any anticipated material change (as defined herein) in Buyer's Usage during the Term.

“Material Change” is defined as either (i) a variance in Buyer’s monthly aggregated Usage (either positive or negative) by more than twenty-five percent (25%) from the Contract Quantities specified in Exhibit “A” with such variance occurring any three (3) consecutive months during the Term. If advance written notice is provided by Buyer and received by Seller, the Parties may mutually agree on an alternative Contract Price to account for such a Material Change which will be evidenced by a written amendment to this Agreement and the applicable Exhibits. If a Material Change occurs and Seller is either not provided advance written notice or the Parties cannot agree on an amended Contract Price, Seller may invoice Buyer in any subsequent month (and if invoked, then for every month thereafter), a settlement of such Usage outside the 25% threshold, through (a) a charge to Buyer for Actual Usage in excess of 25% above the corresponding monthly Contract Quantity at an amount equal to the product of the excess electricity Usage and the positive difference, if any, between the Contract Price and the Applicable Market Rate (as defined in Addendum “A”); or (b) a charge to Buyer for Actual Usage less than 25% below the corresponding monthly Contract Quantity at an amount equal to the product of the electricity Usage shortage and the positive difference, if any, between the Actual Usage and the Contract Quantity, multiplied by the difference between the Contract Price and the Applicable Market Rate. Buyer will also compensate Seller the sum of any and all fees, costs and charges assessed by the ISO or EDC as a result of the excess or shortage in electricity Usage outside the 25% threshold. If Buyer’s Contract Quantities as specified on Exhibit “A” are below 25,000,000 kilowatt hours (kWhs) annually, the Material Change provision of this Paragraph 8 is not applicable.

- 9. Disputed Amounts:** If there is a good faith dispute regarding any invoice, Buyer will pay the lesser of either the undisputed amount of any invoice or the prior month’s invoice in accordance with the Billing and Payment terms and along with its payment, provide Seller with documentation to support the amount disputed. The Parties will attempt to expeditiously resolve the dispute and upon determination of the correct amount, any amount owed by Buyer to Seller shall be paid within ten (10) business days of resolution of the dispute with interest at the Interest Rate (as defined in Addendum A). All invoices are presumed final and accurate unless such invoices are objected to by Buyer with written notice, including an adequate explanation and supporting documentation of such dispute, being provided to Seller within six (6) months from the date that such invoice was delivered to Buyer. In no event shall the disputed portion include a dispute for any items set forth in Exhibit “C”, including Taxes.
- 10. Performance Assurance:** At Seller’s request Buyer agrees to provide Seller with required information, including pertinent financial information necessary for Seller to assess Buyer’s financial position. If, at any time during the Term of this Agreement, Seller determines in its reasonable discretion that Buyer’s creditworthiness or ability to perform under this Agreement has become unsatisfactory (including, but not limited to, Buyer’s late payment of any amounts due under this Agreement two or more times in any six month period), Seller may require that Buyer provide collateral for its obligations in the form of cash, letter(s) of credit,

deposit, corporate or personal guarantees or other security in a form and an amount reasonably acceptable to Seller (“Performance Assurance”). If Buyer fails to provide Performance Assurance within three (3) business days of receipt of such notice by Seller, an Event of Default shall be deemed to have occurred and Seller shall be entitled to any and all remedies set forth in this Agreement.

- 11. Assignment and Binding Effect:** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Seller may, without the consent of Buyer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Seller, or (b) assign, pledge or otherwise collaterally assign its rights under this Agreement to Seller’s supplier of certain physical and/or financial commodities. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any purported assignment in violation of this Paragraph 11 shall be void and of no effect.
- 12. Regulatory Events:** If there is a change in law, administrative regulation, tariff, rule, ISO design or structure or other event, including but not limited to an order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a “Regulatory Event”) and such Regulatory Event causes Seller to incur any capital, operating, commodity or other costs, including, but not limited to increased Taxes, relating to the provision of services contemplated herein, Seller shall be permitted to pass through the economic effects of such Regulatory Event to Buyer at cost and without markup. For the avoidance of doubt, an increase in the rate for Network Integration Transmission Service by the EDC or ISO, as applicable and as approved by the FERC, shall be considered a Regulatory Event.
- 13. Confidentiality:** Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party’s affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with applicable law, order or regulation. Each Party shall notify the other Party immediately in writing of any proceeding of which it is aware which may result in disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this Paragraph 13.
- 14. Event of Default:** The occurrence of any of the following shall be deemed an “Event of Default” under this Agreement: a) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term (b) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within five (5) business days after written notice of such is provided; (c) Buyer is late in the payment of two (2) or more invoices in any six (6) month period; (d) the failure of Buyer to provide Performance Assurance in accordance with Paragraph 10; (e) the failure of Buyer to utilize Seller as its sole supplier of electricity for the Accounts and Meters specified on

- Exhibit “D” at any time during the Term (including but not limited to a switch of Buyers electric service to another retail electric provider resulting in an early termination of this Agreement); (f) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent; or (g) the EDC disconnects service to one or more of Buyer’s Accounts and Meters as a result of Buyer’s non-performance. Upon the occurrence of an Event of Default, the Party not committing the Event of Default (“Non-Defaulting Party”) shall have the right to terminate this Agreement in accordance with the terms of Paragraph 14, Termination and Remedies in the Event of Default, in addition to all other rights and remedies available hereunder.
- 15. Termination and Remedies in the Event of Default:** Where there exists an Event of Default, the Non-Defaulting Party shall have the right to terminate this Agreement upon written notice being provided to the Defaulting Party (a “Termination”). In the event of such Termination, the Non-Defaulting Party shall be entitled to receive an amount (the “Settlement Amount”) equal to the Replacement Value (as defined below) of this Agreement. For purposes hereof: (a) “Replacement Value” for Seller (as Non-Defaulting Party) shall mean [Contract Value plus Costs] minus Market Value, so long as the Contract Value plus Costs is greater than Market Value and “Replacement Value” for Buyer (as Non-Defaulting Party) shall mean the positive amount, if any, by which the Market Value plus Costs exceeds the Contract Value; (b) “Contract Value” means the price for the Remaining Volume as set forth in the applicable Exhibit; (c) “Market Value” means the amount, as determined by the Non-Defaulting Party as of the effective date of the termination in accordance with this Paragraph 15 that a bona fide third party would pay for the Remaining Volume at current market prices; (d) “Remaining Volume” shall mean the remaining unpurchased quantity of electricity through the end of the applicable Term for Buyer’s Accounts and Meters corresponding to Buyer’s Delivery Point(s) serviced under this Agreement and specified on Exhibit “D”; and (e) “Costs” mean transaction costs and expenses reasonably incurred by, or on behalf of, the Non-Defaulting Party in terminating, liquidating, or obtaining any arrangement pursuant to which it has hedged its obligations, or, in which it must secure alternative electricity supply, including attorneys’ fees, reasonable expenses and costs, if any, incurred in connection with enforcing its rights under this Agreement. In determining “Market Value”, the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the wholesale energy industry, the Non-Defaulting Party’s internally developed forward price valuations, and other bona fide offers from either third parties or Affiliates of the Non-Defaulting Party, all as commercially available to the Non-Defaulting Party and adjusted for the length of the remaining Term and differences in transmissions costs, volume, and other factors, as the Non-Defaulting Party reasonably determines. Payment shall be due from the Defaulting Party within five (5) days of receipt of invoice from the Non-Defaulting Party. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other arising from this Agreement through netting, in which case all amounts owed by each Party to the other Party shall be netted so that only the excess amount remaining due shall be paid by the owing Party. The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.
- 16. Force Majeure:** Except with regard to a party’s obligation to make payment due hereunder, if either Party is rendered unable, wholly or in part, to perform its physical obligations under this Agreement (including but not limited to the delivery or receipt of electricity hereunder) due to Force Majeure, the obligations of each Party will be suspended for the duration of any inability to perform for up to twenty (20) consecutive days. A Party claiming Force Majeure (the “Claiming Party”) will notify the other Party (“Non-Claiming Party”) by written confirmation as soon as practicable, describing the nature, and estimated duration of such inability to perform. The cause of such inability to perform will be remedied with all reasonable dispatch. “Force Majeure” means any event or occurrence (including, but not limited to “Acts of God”) that is beyond the control of a Party and that: (a) is not the result of the negligence of the Claiming Party; and (b) which, by the exercise of due diligence, the Claiming Party is unable to avoid or cause to be avoided. Force Majeure shall include, a condition resulting in the curtailment or disruption of firm electricity supply or the transmission on the electric transmission and/or distribution system, including a Force Majeure event experienced by any utility, EDC, ISO or governmental agency. A claim of Force Majeure may not be based on: (a) Buyer’s inability to economically use electricity purchased under this Agreement; (b) Buyer’s election to close, sell, abandon or materially curtail or discontinue operation of Buyer’s facilities due to any economic circumstance; (c) a Party’s inability to acquire electricity at a particular price; or (d) Seller’s ability to sell electricity at a price above the Contract Price. Force Majeure shall not excuse Buyer’s failure to make payments in a timely manner for electricity supplied by Seller before a Force Majeure event or during a Force Majeure event provided the electricity is delivered and received pursuant to the terms of this Agreement and any effective Exhibit.
- 17. Forward Contract:** The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- 18. Indemnification:** As between the Parties, Buyer assumes full responsibility for the electricity on the Buyer’s side (downstream) of the Point of Delivery and agrees to and shall indemnify, defend and hold harmless Seller, its officers, agents and employees from and against all claims, damages and actions of any kind (hereinafter collectively referred to as “Claims”), including Claims for personal injury, death, tangible property damage or loss occurring on Buyer’s side of the Point of Delivery, arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity and/or Buyer’s performance under this Agreement. Seller assumes full responsibility for the electricity on the Seller’s side (upstream) of the Point of Delivery and

agrees to and shall indemnify, defend and hold harmless Buyer, its officers, agents, and employees from and against all Claims, including Claims for personal injury, death, tangible property damage or loss occurring on Seller's side of the Point of Delivery, arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity and/or Seller's performance under this Agreement. It is understood that Seller is not responsible for the physical infrastructure necessary for the physical delivery of the electricity and as such Seller will not be responsible or liable for any damages associated with the failure to deliver the electricity or for any damages alleged to have arisen from the electricity while it is between the Point of Delivery and Buyer's Delivery Points. Buyer acknowledges that Seller does not own or control any of the transmission or distribution facilities used to deliver the electricity, which is solely the responsibility of the ISO and/or EDC. Seller, therefore, shall not be liable on account of the acts or omissions of such entities for any interruption, failure or delay in the delivery of electricity arising therefrom. Buyer should contact its EDC in the event of an emergency or outage. These provisions survive the termination or expiration of this Agreement.

- 19. Limitation of Remedies, Liability, Damages & Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 23, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION

OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD THAT SELLER SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

- 20. No Third Party Beneficiaries; Relationship of the Parties:** There are no third party beneficiaries to this Agreement. Seller and Buyer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Seller and the Buyer. Seller will not provide, and nothing herein will be construed as the provision of, advice regarding the value or the advisability of trading in "commodity interests" which would cause Seller or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § 1-25, et seq., as amended.
- 21. Taxes:** Buyer will be responsible for, pay, and indemnify Seller for all Taxes, whether imposed on Buyer or Seller with respect to the sale, delivery and purchase of electricity. Seller may collect such Taxes from Buyer by invoicing Buyer for the amount of such Taxes. If applicable, Buyer will provide all requested sales and use exemption certificates and information and until provided, Seller will not recognize any exemption. "Taxes" shall mean without limitation, all ad valorem, property, occupation, utility, gross receipts, sales, use, franchise, assessment fees, excise and other taxes, governmental charges, emission allowance costs, licenses, permits and assessments, and any such similar taxes other than taxes levied on net income, net worth or Seller's real or personal property.
- 22. UCC:** Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") or such similar collection of statutory provisions as may have been adopted and are in effect in the Delivery State (as defined in Addendum "A") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.
- 23. Representations and Warranties:** As of the Effective Date hereof, each Party represents and warrants to the other that: (a) it is duly organized, validly existing and in good standing both in the jurisdiction of its formation and in the jurisdiction where the Accounts and Meters receiving electricity under this Agreement are located; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party or any law, rule or regulation applicable to it; (c) there are no bankruptcy, insolvency, receivership, reorganization or similar proceedings pending or being contemplated by it or to its knowledge, threatened against it; (d) it has reviewed and understands this Agreement and the execution, delivery and performance of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is not a party to or subject to any commitment that may restrict or interfere with the delivery or receipt of electricity under this Agreement. Buyer further represents and warrants to Seller during the Term that: (a) it intends to operate its business in substantially the same manner as it has in the previous 12 months and that the Contract

Quantities and, if applicable, its current PLC Values or peak load reasonably reflect Buyer's anticipated Usage; (b) it understands Seller is relying on this representation to purchase electricity supply in Contract Quantities that are consistent with Buyer's historical or forecasted Usage to serve Buyer's electricity requirements; (c) the information provided concerning its Accounts and Meters is true and correct; (d) any transactions entered into by Buyer related to this Agreement are understood by Buyer and made at Buyer's sole election in the exercise of independent judgment and Buyer assumes any risk associated with them; and (e) it is purchasing commercial energy strictly for its own use and throughout the Term of this Agreement that no Accounts and Meters at Buyer's Delivery Point(s) listed on Exhibit "D" are or will be classified by the applicable Public Utility Commission as a residential or small business account.

- 24. Governing Law; Counterparts: This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Texas without giving effect to laws and rules governing conflicts of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and be deemed binding through the use of facsimile signatures.
25. Severability: If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of the Agreement.
26. Survival of Obligations: All confidentiality, indemnity, liability limitation, disclaimer provisions and the rights and obligations that, by their nature, would continue beyond the termination, cancellation, or

expiration of this Agreement, shall survive such termination, cancellation or expiration.

- 27. Entirety of Agreement; Modification: It is the intention of the Parties that this Agreement, together with all exhibits, addenda and/or schedules attached hereto or incorporated by reference (collectively, the "Agreement") shall contain all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the electricity, and supersedes, for the Term, all prior agreements between the Parties, whether written or oral, as to the terms specified herein. This Agreement may not be modified or amended except in a written form that is subsequently duly executed by the Parties hereto. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.
28. Notices: All notices required or permitted to be given under this Agreement shall be in writing and may be sent by facsimile or mutually acceptable electronic means, overnight courier, first class mail or hand delivered. The addresses of the Parties for such notices are set forth in Addendum "A".
29. Authorization of Data: Buyer shall, if necessary and as appropriate, designate Seller to the ISO and/or EDC as an authorized recipient of Buyer's current and historical electricity billing and usage data. Buyer understands that by executing this Agreement, Seller will be provided certain basic information about Buyer by the EDC, including, but not limited to, account number, data about meter readings, rate class and electric usage, Buyer's address(es) and telephone number and whether or not Buyer is on a budget billing plan or payment arrangement.

Each party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement and that such party will be bound thereby. This Agreement, including all Exhibits and Addenda attached hereto and referenced herein, sets forth all understandings between the parties with respect to the purchase and sale of electricity and any prior agreements, contracts, understandings and representations, whether oral or written, relating to the purchase and sale of electricity are superseded by this Agreement. This Agreement may be amended only by a written document executed by authorized representatives of both parties to this Agreement.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Buyer:
CITY OF GAHANNA

Seller:
Champion Energy Services, LLC
(or its affiliate, Champion Energy, LLC)

6/30/2016
(Signature) (Date)
(Name)
(Title)

(Signature) (Date)
(Name)
Authorized Signatory
(Title)

# Addendum A

to the Commercial Energy Sales Agreement dated as of 6/29/2016, between Champion Energy Services, LLC (“Seller”), and CITY OF GAHANNA (“Buyer”).

## PART 1. DEFINITIONS:

The following terms shall have the meanings set forth below when used in the Agreement or in this Addendum.

- a) **“Accounts and Meters”** means Buyer’s electrical service account(s) and meter(s) that make up Buyer’s Delivery Point(s).
- b) **“Applicable Market Rate”** means the real time locational marginal price (“LMP”) for the applicable location and time period.
- c) **“Delivery Point Change Criteria”** means Buyer’s Contract Quantity or the supply group designation for Buyer’s account determined by the EDC that served as the basis for Seller’s determination of the initial Contract Price.
- d) **“Delivery State”** means the State of Ohio.
- e) **“EDC”** means the applicable electric distribution utility.
- f) **“ISO”** means the Independent System Operator/regional transmission entity (Midwest Independent System Operator/MISO or PJM).
- g) **“PLC”** means Peak Load Contribution as determined by EDC.
- h) **“Profile”** means load profile.
- i) **“PUC”** means the Public Utilities Commission of Ohio (“PUCO”).
- j) **“RES”** means a competitive retail electric service provider (“CRES”).
- k) **“Small Commercial Buyer”** means a person, sole proprietorship, partnership, corporation, association, or other business entity that receives electric service under a small commercial, small industrial, or small business rate classification, and whose annual usage is less than 700,000 kWh.

## PART 2. ADDITIONAL TERMS:

- a) **Billing:** Seller or the EDC will invoice Buyer the total amount due for electricity delivered to Buyer during each month according to the EDC’s billing cycle and meter read. Such invoice shall also include all applicable Taxes, EDC and ISO Charges and other charges allowed pursuant to this Agreement and the appropriate EDC tariff. Under Consolidated billing, Buyer shall be billed and agrees to pay for electric energy in accordance with the EDC’s tariff, which includes, without limitation, when payment is due and late payment charges. Under Dual Billing, Seller will separately bill Buyer for electric energy as provided by the EDC, subject to any EDC estimates of corrected readings. Seller reserves the right to convert Buyer from Consolidated billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections and/or payment.

Buyer further understands that the EDC may charge switching fees to Buyer upon the transfer of service to the Seller (RES). Buyer has the right to request from the RES, twice within a twelve month period, up to twenty-four months of the Buyer’s payment history, to the extent it is available, without charge.

- b) **Payment:** Payment shall be due within twenty-one (21) days after the applicable invoice date. For all amounts billed directly by Seller, past due amounts will incur a late payment charge of 1.5% per month or the maximum amount allowable by law (the “Interest Rate”). Seller charges \$25.00 for each returned check or each ACH. Buyer shall be responsible for any and all costs, attorney and legal fees incurred by Seller for the collection of any outstanding balance owed by Buyer.
- c) **Adding and Deleting Buyer Delivery Points:** Buyer may during the Term of this Agreement add or delete Buyer’s Delivery Points at the Contract Price provided that (i) there is no Event of Default by Buyer; (ii) any such Buyer Delivery Point to be added is within the applicable EDC and ISO zone currently served by Seller under the terms of this Agreement; (iii) the addition or deletion of Buyer’s Delivery Point(s) does not materially change the Delivery Point Change Criteria (as defined in Addendum “A”); and (iv) the aggregate of add and deletes amount to no more than five percent (5%) of the Contract Quantity specified in the original Exhibit “A”.
- d) **No On-Site Buyer Generation:** The Contract Price for the Term specified herein is conditioned on Buyer’s warranty that, as to the Buyer’s Delivery Point(s) at the Service Address(es) listed on Exhibit D, (i) Buyer does not own any on-site generation (except for emergency back-up generation used when the EDC is not capable of delivering energy) or thermal storage capabilities (“On-Site Energy Generation”) and (ii) if Buyer, at any time during the Term of this Agreement, intends to purchase On-Site Energy Generation equipment or commence operations in furtherance of On-Site Energy Generation and related services, Buyer will provide Champion with a minimum of sixty (60) days prior written notice. Buyer acknowledges and understands that the use of On-Site Energy Generation during the Term of this Agreement will materially impact both the consumption data relied upon by Seller in entering into this Agreement and Buyer’s Usage for the remainder of the Term and therefore, use of such On-Site Energy Generation without Seller’s written consent is a material breach of this Agreement.
- e) **Rider Non-Market Based Services (“NMB”) Pilot Program:** The Contract Price for the Term specified herein is conditioned on Buyer’s warranty that, as to the Buyer’s Delivery Point(s) at the Service Address(es) listed on Exhibit D, Buyer has not opted into the Rider NMB Pilot Program, which

provides alternative means for Buyers to obtain and pay for services through the Rider NMB and (ii) if Buyer, at any time during the Term of this Agreement, intends to opt into the Rider NMB Pilot Program, Buyer will provide Champion with a minimum of sixty (60) days prior written notice. Buyer acknowledges that opting into the Rider NMB Pilot Program may materially impact the Contract Price, set forth in Exhibit "A", that Buyer and Seller agreed to upon entering into this Agreement, therefore, if advance written notice is provided by Buyer and received by Seller, the Parties may mutually agree on an alternative Contract Price to account for such a material impact, which will be evidenced by a written amendment to this Agreement and the applicable Exhibits. Opting into the Rider NMB Pilot Program without Seller's knowledge is a material breach of this Agreement.

- f) **Small Commercial Buyer's Contract Price:** If you qualify as a Small Commercial Buyer, your Contract Price is classified as Variable. Variable is defined as an all inclusive per kWh price that can change, by, including but not limited to, hour, day, or month.
- g) **Small Commercial Buyer's Expiration of Agreement:** If you qualify as a Small Commercial Buyer and your Agreement is approaching the end date, Seller will send you a written notice at least forty-five (45) calendar days but not more than ninety (90) calendar days in advance of the Agreement expiration date. The notice will include any changes to the Agreement's terms and conditions, the specified rate for the extension or renewal term and instructions on how to accept such terms and conditions. If you do not affirmatively consent to a renewal prior to the expiration of the Term specified in Exhibit A, this Agreement will automatically continue pursuant to the Hold Over Rate section of this Agreement, which is a month-to-month rate with no cancellation penalty. While your electricity price under the Hold Over rate will not change more than once a month, it may vary on a month-to-month basis as determined by an hourly market price set by the applicable ISO. Your actual rate will be shown on each monthly statement and will be used to calculate your monthly bill amount based on your actual electricity usage.
- h) **Small Commercial Buyer's Right to Rescind:** If you qualify as a Small Commercial Buyer, you may rescind this Agreement without fee or penalty of any kind within seven (7) calendar days of the postmark date of the confirmation letter you receive from the EDC if you qualify for such a right to rescind due to your annual usage being less than or equal to 700,000 kWh. To exercise your Right of Rescission, please contact your EDC per the instructions included in the EDC confirmation letter. This Right of Rescission only applies when you switch to a CRES. You are not afforded the Right of Rescission option on a renewal or extension of a previously existing Agreement. In addition to your Right of Rescission, you may terminate this Agreement without penalty if you (i) move outside of the area serviced by Seller; (ii) move to an area serviced by Seller but where Seller's electricity prices are different from your current rate; or (iii) a change in governing or regulatory law physically prevents or legally prohibits Seller from performing the terms of this Agreement. If you switch back to the EDC you may or may not be served under the same rates, terms, and conditions that apply to other Small Commercial Buyer(s) served by the EDC.
- i) **Ohio Prompt Payment Requirement:** In accordance with Ohio's Prompt Payment Requirements (Chapter 126-3 of the Ohio Administrative Code), if a Buyer qualifies as a state agency, payment is due to Seller thirty (30) days after receipt of a proper invoice. If Buyer, in good faith, disputes a payment, Buyer must notify Seller of the error within fifteen (15) days of the defective/improper invoice. The notice shall describe the defect or impropriety and shall provide any other information necessary for Seller to correct the defect or impropriety.

The unpaid balance accrues an interest charge and shall be paid at the interest rate for the calendar year, i.e., rate per annum, which is established by the tax commissioner of the Ohio Department of Taxation pursuant to section 5703.47 of the Revised Code. The state agency shall apply the interest rate for the calendar year which includes the month for which the interest charge accrued.

### PART 3. NOTICES

#### Buyer's Notice — Addendum

#### Champion Energy Notices

	CONTRACT ISSUES	INVOICING	
Attention:	Dottie Franey	Dottie Franey	Contract Manager
Address:	200 South Hamilton	200 South Hamilton	1500 Rankin Road, Suite 200
City, State, Zip:	Gahanna, OH 43230	Gahanna, OH, 73230	Houston, Texas 77073
Telephone:	614-342-4003	614-342-4003	281.653.5090
Facsimile:	614-342-4103	614-342-4103	281.653.1810
E-mail:	Dottie.Franey@gahanna.gov	Dottie.Franey@gahanna.gov	Please e-mail your Champion Energy Sales Representative
<b>Federal Tax ID:</b>			20-1466960
Invoice Type:	<input type="checkbox"/> <b>Dual Billing Option</b> – One invoice from Seller and one from the EDC <input type="checkbox"/> One summary bill to be sent to the Billing Address. <input type="checkbox"/> Individual bills per account, to be sent to the Billing Address. <input type="checkbox"/> Individual bills per account, to be sent to the Respective Service Address. <input checked="" type="checkbox"/> <b>Consolidated Billing Option</b> (if applicable) - One invoice from the EDC		

Invoice Delivery Method: [ ] E-mail bill delivery [ ] Mail bill delivery

Tax Exemption Notice: If Seller does not receive the proper tax exemption documentation within thirty (30) days of enrollment date, Buyer must petition the Delivery State for any tax refunds due.

[ ] No, Buyer's Delivery Points are not tax exempt (Initials)

[X] Yes, Buyer's Delivery Points are tax exempt (Initials)

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Buyer:

CITY OF GAHANNA

Seller:

Champion Energy Services, LLC

6/30/2016 (Signature) (Date)

(Name)

(Title)

(Signature) (Date)

(Name)

Authorized Signatory

(Title)

CONTACT INFORMATION

Champion Energy Services, LLC

1500 Rankin Road, Suite 200 Houston, Texas 77073

Toll-free: 877.404.0842

E-mail: support@championenergyservices.com

Website: www.championenergyservices.com

Champion Energy is licensed by the Ohio Public Utility Commission as a CRES to offer and supply electric generation services in Ohio. Champion Energy's certificate number is 09-166E(1).

Public Utility Commission of Ohio

Mailing Address: ATTN: IAD 180 East Broad Street Columbus, Ohio 43215

Toll-free: 800.686.PUCO (7826) M-F between 8:00 A.M. and 5:00 P.M. EST

TTY-TDD: 800.686.1570

Fax: 614.752.8351

For Emergencies, Outages and Equipment Service:

- 1.800.633.4766 Ohio Edison
1.800.589.3101 Cleveland Electric Illuminating
1.800.447.3333 Toledo Edison
1.800.543.5599 Cincinnati Gas and Electric / Duke Ohio
1.800.277.2177 AEP Ohio Power / Columbus Southern
1.877.468.8243 Dayton Power & Light



## Exhibits to Commercial Energy Sales Agreement

Buyer: CITY OF GAHANNA

Contract Date: 6/29/2016

### Exhibit A

Start Date: 1/3/2018

Contract Price: \$0.0506 per kWh

Term: 35 months

### Contract Quantity (The monthly kWh quantity per EDC shown below)

	AEP_OH_CS	Network SVC PLC (kW)	Capacity PLC (kW)
1/2018	302,947	464.88	537.02
2/2018	322,101	464.88	537.02
3/2018	315,974	464.88	537.02
4/2018	306,179	464.88	537.02
5/2018	348,116	464.88	537.02
6/2018	383,173	464.88	537.02
7/2018	392,383	464.88	537.02
8/2018	392,918	464.88	537.02
9/2018	325,698	464.88	537.02
10/2018	341,358	464.88	537.02
11/2018	293,680	464.88	537.02
12/2018	314,291	464.88	537.02
1/2019	354,603	464.88	537.02
2/2019	322,833	464.88	537.02
3/2019	324,235	464.88	537.02
4/2019	306,440	464.88	537.02
5/2019	349,002	464.88	537.02
6/2019	382,610	464.88	537.02
7/2019	394,124	464.88	537.02
8/2019	391,826	464.88	537.02
9/2019	325,574	464.88	537.02
10/2019	341,319	464.88	537.02
11/2019	292,716	464.88	537.02
12/2019	315,418	464.88	537.02
1/2020	354,997	464.88	537.02
2/2020	333,911	464.88	537.02
3/2020	324,407	464.88	537.02
4/2020	305,382	464.88	537.02
5/2020	348,186	464.88	537.02
6/2020	385,687	464.88	537.02
7/2020	395,751	464.88	537.02
8/2020	390,412	464.88	537.02
9/2020	324,582	464.88	537.02
10/2020	340,560	464.88	537.02
11/2020	292,438	464.88	537.02
12/2020	21,091	361.08	386.66
<b>Total</b>	<b>11,956,922</b>		

### Exhibit B

#### Costs (including, but not limited to the following)

- Transmission and Distribution Line Losses
- Ancillary Services
- Renewable Portfolio Standard

- ARR
- Capacity
- Network Integrated Transmission Service and Transmission Enhancement (if applicable)
- Deration Losses (if applicable)
- UFE Losses (if applicable)

## Exhibit C

### Pass-through Charges (passed through at cost)

- Applicable EDC (Electric Distribution Company) tariff charges imposed and invoiced by the EDC(s)
- All applicable taxes and fees

## Exhibit D

### Delivery Points

No.	EDC	Account Number	Service Address	City, State, Zip	Anticipated Start Date
1	AEP_OH_CS	00040621000700743		,	01/04/2018
2	AEP_OH_CS	00040621000813964		,	01/04/2018
3	AEP_OH_CS	00040621001971744		,	01/03/2018
4	AEP_OH_CS	00040621003567463		,	01/04/2018
5	AEP_OH_CS	00040621005195011		,	01/04/2018
6	AEP_OH_CS	00040621006232992		,	01/03/2018
7	AEP_OH_CS	00040621007723985		,	01/03/2018
8	AEP_OH_CS	00040621008823481		,	01/03/2018
9	AEP_OH_CS	00040621009741501		,	01/03/2018
10	AEP_OH_CS	00040621012388351		,	01/04/2018
11	AEP_OH_CS	00040621018696075		,	01/08/2018
12	AEP_OH_CS	00040621022218601		,	01/08/2018
13	AEP_OH_CS	00040621022573073		,	01/04/2018
14	AEP_OH_CS	00040621027600052		,	01/04/2018
15	AEP_OH_CS	00040621028176890		,	01/04/2018
16	AEP_OH_CS	00040621032094960		,	01/04/2018
17	AEP_OH_CS	00040621033005155		,	01/03/2018
18	AEP_OH_CS	00040621034084945		,	01/04/2018

19	AEP_OH_CS	00040621035485094	,	01/04/2018
20	AEP_OH_CS	00040621038402122	,	01/03/2018
21	AEP_OH_CS	00040621039735343	,	01/04/2018
22	AEP_OH_CS	00040621045235992	,	01/04/2018
23	AEP_OH_CS	00040621045390623	,	01/08/2018
24	AEP_OH_CS	00040621046800660	,	01/04/2018
25	AEP_OH_CS	00040621050011213	,	01/04/2018
26	AEP_OH_CS	00040621050054491	,	01/04/2018
27	AEP_OH_CS	00040621050678314	,	01/09/2018
28	AEP_OH_CS	00040621051756472	,	01/08/2018
29	AEP_OH_CS	00040621056026305	,	01/04/2018
30	AEP_OH_CS	00040621057121824	,	01/04/2018
31	AEP_OH_CS	00040621058142202	,	01/08/2018
32	AEP_OH_CS	00040621062714201	,	01/04/2018
33	AEP_OH_CS	00040621064245513	,	01/04/2018
34	AEP_OH_CS	00040621065168862	,	01/03/2018
35	AEP_OH_CS	00040621067527780	,	01/08/2018
36	AEP_OH_CS	00040621067707562	,	01/08/2018
37	AEP_OH_CS	00040621067807974	,	01/04/2018
38	AEP_OH_CS	00040621069831542	,	01/08/2018
39	AEP_OH_CS	00040621071863282	,	01/03/2018
40	AEP_OH_CS	00040621075688600	,	01/08/2018
41	AEP_OH_CS	00040621077837053	,	01/03/2018
42	AEP_OH_CS	00040621078644800	,	01/03/2018
43	AEP_OH_CS	00040621079214953	,	01/30/2018
44	AEP_OH_CS	00040621079780715	,	01/03/2018

45	AEP_OH_CS	00040621083845334	,	01/03/2018
46	AEP_OH_CS	00040621084123874	,	01/04/2018
47	AEP_OH_CS	00040621088768712	,	01/04/2018
48	AEP_OH_CS	00040621088844035	,	01/04/2018
49	AEP_OH_CS	00040621090000755	,	01/04/2018
50	AEP_OH_CS	00040621092462441	,	01/04/2018
51	AEP_OH_CS	00040621092766313	,	01/08/2018
52	AEP_OH_CS	00040621097236560	,	01/03/2018
53	AEP_OH_CS	00040621097527754	,	01/03/2018
54	AEP_OH_CS	00040621097693165	,	01/04/2018

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Exhibit as of the dated specified herein.

→ **Buyer:** CITY OF GAHANNA

**Seller:** Champion Energy Services, LLC (or its affiliate, Champion Energy, LLC)

\_\_\_\_\_  
 (Signature) 6/30/2016  
(Date)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 Authorized Signatory  
 (Title)