

## **MASTER ELECTRIC ENERGY SALES AGREEMENT**

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 23rd day of August, 2019 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE") and NORTON PUBLIC SCHOOLS ("Customer"). ENGIE and Customer are also referred to as "Party" and collectively as the "Parties."

ENGIE has entered into a Master Agreement to Provide Services to an Affinity Group ("Affinity Agreement") with the Ohio Schools Council, the Ohio School Board Association, the Ohio Association of School Business Officials and the Buckeye Association of School Administrators (collectively doing business under the trade name Power4Schools ("P4S")). Pursuant to the Affinity Agreement, P4S has agreed to maintain a program through which P4S will endorse ENGIE's "Electricity Supply" to its members (the "Affinity Program") and a P4S-authorized Contract Price by which ENGIE may solicit P4S' members. Customer is a member of one of the entities comprising P4S.

**Customer authorizes P4S, its designated consultants, and P4S's selected legal counsel, to represent Customer in connection with all matters, including legal proceedings, related to this Agreement, which is entered into pursuant to P4S' Master Agreement to Provide Service to an Affinity Group.**

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

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Electricity Supply pursuant to a Sales Confirmation and the terms and conditions herein. Any conflict between the terms of this Agreement and an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. Any conflict between the terms of the Affinity Agreement and either this Agreement or an applicable Sales Confirmation shall be resolved in favor of the Affinity Agreement. During the term of this Agreement, should ENGIE fail to schedule the delivery of sufficient quantities of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO and/or EDU subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.
- 1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price as specified in an applicable Sales Confirmation.
- 1.3 **Term.** This Agreement shall be effective on the Effective Date and continue to, or immediately following, the End Date contained in the attached Sales Confirmation, but in no event later than the end of the Billing Cycle that contains the End Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. This Agreement shall terminate within thirty (30) days upon the occurrence of any of the following events: (1) ENGIE's receipt of written notice from P4S or its retail program's Program Manager that some or all of Customer's accounts subject to this Agreement no longer takes distribution service from the electric distribution utility ("EDU"); (2) ENGIE's receipt of written notice from P4S or the Program Manager that the Participating Member is no longer an affinity member of P4S's retail electric program; or (3) P4S terminates its Master Agreement to Provide Services to an Affinity Group with ENGIE. **Notwithstanding the foregoing, the termination of this Agreement or the Affinity Agreement with ENGIE shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply until both Parties have fulfilled all obligations with respect to the underlying transactions. The termination of this Agreement does not terminate any Sales Confirmation executed pursuant to this Agreement.**
- 1.4 **Billing and Payment.** Following the receipt of Utility Related Charges (as defined in the Sales Confirmation), ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice for the amount due for the preceding billing cycle. The invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data. Payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, Customer shall pay the undisputed portion of the invoice when due. Any disputed amounts that are determined to be owed to Customer shall be re-paid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. If ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

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

- 2.1 **Notices.** Notices and correspondence shall be in writing and delivered by regular or electronic mail, or similar means and deemed received on the date transmitted or delivered (after business hours on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may specify in writing to the other Party.

- 2.2 Taxes. Taxes means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes but will assign to Customer applicable refund claims.
- 2.3 Title, Risk of Loss. Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.
- 2.4 Credit Assurances. If requested by a Party, the other Party or its Guarantor shall provide copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other with written notice requesting Performance Assurance in an amount determined in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance. In the event the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.
- 2.5 Force Majeure. Force Majeure means an event that is beyond the reasonable control of the claiming party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute or shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation and acts of a public enemy. Nothing contained herein shall be construed to require a claiming party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than to make payments due) will be suspended. The Party claiming Force Majeure will make all commercially reasonable attempts to remedy the effects of the Force Majeure and continue performance; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities, (b) economic loss due to Customer's loss of markets or suppliers, or (c) changes in market conditions.
- 2.6 Events of Default. An "Event of Default" means: (a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice, or (b) Customer cancels, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider, after the Effective Date of a Sales Confirmation executed pursuant to this Agreement; or (c) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (d) the failure by a Party to perform any material covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof; or (e) the failure of ENGIE or P4S to perform any material covenant set forth in the Affinity Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured as provided in the Affinity Agreement; or (f) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (g) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (h) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or insolvent.
- 2.7 Remedies upon Event of Default. If an Event of Default occurs, the non-defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If non-defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). Any such calculated settlement amount shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 2.8 LIMITATION OF LIABILITY. The non-defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.
- 2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

- 2.9 P4S Related Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PARTIES AGREE AND RECOGNIZE THAT P4S, EACH OF ITS ASSOCIATIONS, THEIR CONSULTANT AND PROGRAM MANAGER SHALL HAVE NO LIABILITY OF ANY TYPE (INCLUDING LIABILITY IN CONNECTION WITH ANY AND ALL CAUSES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE), TO ANY PERSON OR ENTITY IN CONNECTION WITH ANY ACTION, OMISSION, DEFAULT, LOSS, FAILURE OR INTERRUPTION OF SERVICES, NON-PERFORMANCE, OR NON-PAYMENT BY ENGIE AND/OR CUSTOMER.
- 2.10 Indemnification. Except as limited by Section 2.8 and/or with regards to an act of omission by the EDU, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3. . TO THE EXTENT PROHIBITED BY STATE LAW OR OTHER STATUTE, THIS PROVISIONS SHALL BE INAPPLICABLE TO GOVERNMENTAL AND PUBLIC ENTITIES, INCLUDING PUBLIC SCHOOL DISTRICTS.
- 2.11 Representations and Warranties. Each Party represents and warrants: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business in jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that it has been disclosed to Customer, and Customer understands and agrees, that each of the to the associations doing business under the trade name "Power 4 Schools" (individually and collectively "P4S") and their consultants, and the Program Manager for P4S's retail electric program have a contractual relationship with ENGIE and will be compensated in connection with this Agreement. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. ENGIE and its successors and assignees make no warranty of any kind, either express or implied, including implied warranty of merchantability and fitness for a particular purpose with regard to the services ENGIE provides or activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.
- 2.12 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 employees or its lenders, advisors, insurers, counselors or accountants including, without limitation, Program Manager, P4S, and each of its associations) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement. ENGIE acknowledges that nothing in this Section 2.12 shall limit, hinder or prohibit Customer from complying with the Ohio Public Records Act, O.R.C. Section 149.01, et seq., nor shall Customer be found to have violated this Section, or any other provision of this Agreement, for having fulfilled a valid Public Records request.
- 2.13 Modification. No amendment or modification will be enforceable unless reduced to writing and executed by the Parties.
- 2.14 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights without the prior written consent of the other Party which shall not be unreasonably withheld. Any successor or assignee shall be subject to all the provisions of this Agreement to the same extent as though such were the original Party under this Agreement. Any successor to ENGIE shall be subject to all provisions of the Affinity Agreement with P4S. An assignment shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions of this Agreement. This Agreement 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
- 2.15 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute, each Party will thoroughly investigate the matter and report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.
- 2.16 Resolution of Disputes/Arbitration. If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either

Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy may be resolved through non-binding formal dispute resolution methods, such as non-binding mediation, if agreeable to both Parties. The Parties may mutually modify these requirements herein and select any manner of dispute resolution that is agreeable to both Parties, including but not limited to binding formal dispute resolution methods, such as binding arbitration. If the Parties choose to be referred to Arbitration, the arbitration shall be in accordance with the American Arbitration Association Arbitration ("AAA") Rules in effect at the time of the dispute resolution, unless the Parties mutually select some other rules. The place of arbitration shall be in Columbus, Ohio at a place agreeable to both Parties. The arbitrator(s) function shall be limited to the functions mutually agreeable to both Parties; however, the arbitrator(s) shall not have the power to change, add to, subtract, or amend or modify in any way any provision(s) of this Agreement, unless otherwise agreed to by the parties. The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

2.17 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein and not otherwise reimbursed to ENGIE in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement if in accordance with the Affinity Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. ENGIE shall provide Customer with at least thirty (30) days written notice that an adjustment will occur and the amount of the adjustment.

Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN COLUMBUS, FRANKLIN COUNTY, OHIO IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

2.18 Misc. This Agreement and a Sales Confirmation executed in accordance with this Agreement constitute the entire agreement. There are no agreements or representations affecting the same subject matter other than those herein, except the Affinity Agreement. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions remain effective and enforceable to the extent permitted by law. All confidentiality and indemnity rights survive the termination. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

### **SECTION 3. DEFINITIONS**

Bankrupt means a petition or the commencement of a proceeding under a bankruptcy, insolvency, reorganization or similar law, makes an assignment or any general arrangement for the benefit of creditors, becomes insolvent (however evidenced), or has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day is 8:00 a.m. - 5:00 p.m. local time for the relevant Party (to whom the notice, payment or delivery is being sent to/received by) principal place of business.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity at the AEP-Dayton Hub and any Related Services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, and other sellers in the wholesale market. In calculating the Termination Payment, the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price the wholesale price for Related Services shall be those that are directly related to costs already committed to by ENGIE to serve that customer.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority.

Guarantor means an entity providing a guaranty of payment in favor of the other Party.

Interest Rate means the lesser of one and 1 ½ % per month or the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance is collateral in the form of cash, letter of credit, corporate guaranty, or other security acceptable to requesting Party.

Utility Transfer Date is date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

**SECTION 4. NOTICES**

BUSINESS NAME CONTACT NAME		BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources Inc. Attn: Retail	<b>Please wire payments to:</b> Mellon Bank <b>Account Title:</b> ENGIE Resources <b>Account Number:</b> 8-086-282 <b>ABA Number:</b> 031000037  For payment by check, please send to: ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
STREET ADDRESS:			1990 Post Oak Blvd.	
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	
	Customer DUNS No. _____	Customer Federal Tax ID (EIN) _____		

IN WITNESS WHEREOF, the Parties, by their 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.

Customer: NORTON PUBLIC SCHOOLS	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

**SALES CONFIRMATION**  
**OHIO FIXED PRICE ENERGY-ONLY WITH ALL COMPONENTS PASSED THROUGH**

This Sales Confirmation is entered on 23rd of August, 2019 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and NORTON PUBLIC SCHOOLS ("Customer") (collectively referred to as the "Parties") pursuant to and subject to the Master Electric Energy Sales Agreement dated 23rd of August, 2019 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

**Transaction Term:** This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the January 2022 Billing Cycle. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) if Engie and P4S has amended and extended the Affinity Agreement, executing an agreement with ENGIE for new terms and conditions of service or ii) transferring to another competitive supplier. In the event Customer does not timely exercise one of the options specified, ENGIE shall submit a request to Customer's utility to transfer Customer's service to the applicable default service provider, in accordance with the utility guidelines. In the event the utility does not timely transfer Customer's account(s) to default service by the Utility Transfer Date immediately following the End Date, service by ENGIE shall continue until such transfer(s) are complete. For service after the End Date but prior to the transfer to default service, Customer shall pay ENGIE the real-time index price, plus a per kWh post-term charge, plus any applicable non-utility charges, and other ISO charges or administrative fees. Taxes and Utility Related Charges are additional.

**Full Swing Transaction:** Customer's electricity consumption is variable and not subject to a maximum or minimum usage limit.

**Contract Price:** Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle, multiplied by the Loss Multiplier factor specified in Attachment A, Exhibit 1. The Contract Price includes a broker fee. The Contract Price does not include Taxes or Utility Related Charges.

**Losses.** Losses (distribution and transmission losses incurred in connection with delivery of energy) are not included in the Contract Price. The quantity of energy consumed in a Billing Cycle shall be multiplied by the Loss Multiplier factor set forth in Attachment A, Exhibit 1.

**Transmission Related Charges.** The following charges are billed to Customer by the local electric utility company, and not included in the Contract Price: Network Integrated Transmission Service, Transmission Enhancement, and other transmission-related ancillary services unless ENGIE enrolls Customer as part of the Non-Market-Based ("NMB") Pilot Program outlined in FirstEnergy's Fourth Electric Security Plan ("ESP IV"), Supplemental Stipulation, Section V.A.2.

**RMR Charges.** The Contract Price does not include Real-time Reliability Must Run (RMR) charges. RMR Charges are directly billed to the Customer by the local utility.

**Ancillary Services:** The rate for Ancillary Services will be summarized in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

**Taxes and Utility Related Charges:** Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

**Congestion (Basis) Charge:** Customer shall pay the Congestion Charge for each kWh of electric energy consumed during a Billing Cycle. The Congestion Charge shall be equal to the difference between the hourly Day Ahead or Real time (as indicated by the Index Settlement on Attachment A) market clearing prices for the Pricing Point (the AEP-Dayton Hub) and the Delivery Point, as posted by the ISO. This charge or credit shall be adjusted by the Loss Multiplier.

**Capacity Charge:** Customer shall also pay ENGIE the Capacity Charge for each Billing Cycle. The Capacity Charge shall be equal to the following:

- (1) If Capacity Price is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to the product of (i) the Fixed Capacity Price and (ii) the capacity obligation (in kW) as assigned to Customer's accounts by the applicable utility and/or ISO for the relevant period.
- (2) If Capacity Settlement is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to any capacity-related ISO charges attributable to Customer's account(s) for the relevant period.

**Addition or Deletion of Facilities:** During the term of this Agreement, upon advance written notice by Customer, ENGIE shall include additional Customer facilities for service under this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which the monthly consumption volumes, net of all additions or deletions, is not more than twenty percent (20%) above or below the initial Monthly Anticipated Consumption by zone as specified in Attachment A, Exhibit 2 (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded ("Exceeded Facilities")

may be, at ENGIE's sole discretion, added at the Contract Price. If ENGIE does not offer to add Exceeded Facilities at the Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Exceeded Facilities deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge for such deletion(s). If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within 20 days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

**Facilities, Accounts and Quantities:** See Attachment A.

**Component Pass Through:** Only customary non-energy commodity charges required for the provision of retail electric supply to customers in Customer's rate class and service area shall be passed through to Customer. All non-energy commodity component charges shall be passed through to Customer at cost without markup, and shall not be materially higher than and shall be substantially similar to, those charged to other Ohio competitive retail electric service customers of ENGIE in the same customer class and service area.

**Miscellaneous:**

**Public Utility Commission of Ohio Required Contract Disclosures for Small Commercial Customers** (defined by Chapter 4901:1-21 and Chapter 4928.01(A)(2) of Title 49 of the State of Ohio Revised Code:

- a. Your local electric utility company may charge you fees for switching your account(s) to ENGIE.
- b. You have the right to request, not more than two (2) times in a twelve (12) month period, up to twenty-four (24) months of your payment history with ENGIE. ENGIE shall provide this information to you at no additional charge.
- c. You may contact ENGIE at the mailing address or telephone number listed in Section 4. The hours of operation for telephone service are eight a.m. to five p.m., week days, Central Standard Time. You may also find more information at [www.engieresources.com](http://www.engieresources.com).
- d. You have a right to rescind this Agreement within seven (7) calendar days from the postmark date of the utility's confirmation notice by timely contacting ENGIE by phone at the number listed in the Notices Section herein and contacting its local electric utility company in writing or by phone to request to rescind the Agreement.
- e. ENGIE may terminate this Agreement on fourteen (14) days written notice to Customer should Customer fail to pay an invoice or meet any agreed-upon payment arrangements.
- f. You have the right to terminate this Agreement, upon prior written notice to ENGIE, without penalty, if the following circumstances occur: (i) you move or relocate the facility(ies) specified in Attachment A outside of ENGIE's service territory or into an area where ENGIE charges a different rate than your current Contract Price;
- g. Procedure for Handling Consumer Complaints: If your complaint is not resolved after you have contacted ENGIE and/or your local electric utility company, or for general utility information, you may contact the Public Utility Commission of Ohio for assistance at 1-800-686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
- h. ENGIE is prohibited from disclosing your social security number and/or account number(s) without your consent except for providing such information for the purpose of collections or credit reporting or assigning this Agreement to another electric supplier.
- i. If you switch or transfer the electric energy service provided pursuant to this Agreement to the local electric utility company, you may not be served under the same contract rate, terms or conditions that apply to other customers served by such local electric utility company.
- j. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly.
- k. ENGIE's environmental disclosure information can be found on our website: <http://www.engieresources.com/ohio-state-compliance>

**IDR Meter Authorization:** Customer shall provide authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

**"Rate Ready" Accounts.** For account(s) in which the applicable utility uses a "rate ready" billing system, the Contract Price during the Post-Term Period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

**On-Site Customer Generation:** The Contract Price is conditioned upon Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity or educational tools for student development that do not produce material quantities of generation, Customer does not currently operate on-site generation or thermal storage facilities. Customer's installation and operation of on-site generation or thermal storage

during the Transaction Term shall not be prohibited or a violation of this provision; provided, however, Customer shall provide ENGIE with notice regarding the size, operating characteristics, and installation schedule of the contemplated generation within a commercially reasonable time prior to the operation start date. If such operation causes a decrease in excess of twenty percent (20%) below in the net monthly consumption volume across all facilities served pursuant to this Sales Confirmation (per the initial Monthly Anticipated Consumption table on Attachment A), ENGIE may calculate in a commercially reasonable manner the value of any economic loss resulting from the reduced load caused by such operations and such shall be due from Customer to ENGIE.

**Government/Public Entity Payment Terms and Indemnity Waiver.** This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in the Master Agreement shall be inapplicable.

**Performance Assurance.** In the event that Customer provides Performance Assurance, such Performance Assurance shall remain in place until 90 days beyond the End Date. If such Performance Assurance is in the form of cash, any remaining balance shall be returned to Customer after all payment obligations have been fulfilled.

**'Independent System Operator' (ISO)** means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

**"Ancillary Services"** shall include, but not be limited to, the following charges assigned to the Customer by ENGIE in a commercially reasonable manner: Day Ahead Operating Reserves, Real Time Operating Reserves, Regulation, Synchronized Reserves, Supplemental Reserves, Synchronous Condensing, Reactive Services, Inadvertent Interchange, Transmission Owner Scheduling System Control and Dispatch, PJM Scheduling System Control and Dispatch, Reactive Supply and Voltage Control, Black Start, NERC/RFC Charges, Expansion Cost Recovery Charges, Transmission Enhancement Charges, RPS (Renewable Energy Portfolio Standards) Compliance Fees, Generation Deactivation (RMR), governmental fees and any other ISO charges or administrative fees incurred in connection with the delivery of energy to the delivery point as specified in Attachment A, Exhibit 1.

**"Utility Related Charges"** means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

**"Capacity Price"** means (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

**"Capacity Settlement"** means the monthly, spot or ISO derived Capacity Price for the applicable ISO and capacity pricing zone.

**"Fixed Capacity Price"** means, where Capacity Price is specified in Attachment A, Exhibit 1 as "Fixed", (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

**"Post-Term Charge"** means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

**Billing Contact Information:** All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, ENGIE has or will have good title to the electricity sold hereunder by ENGIE and the electricity sold by ENGIE to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

**This offer is contingent on acceptance by the Utility of the enrollment of Customer with ENGIE. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with ENGIE; 2) Customer has Read the Terms & Conditions of this Agreement and agrees to be bound by them; 3) Customer authorizes ENGIE to**

enroll the Account(s) listed in Attachment A with the Utility which will allow ENGIE to provide retail electricity; and 4) Customer authorizes Power4Schools ("P4S"), its designated consultants and P4S's selected legal counsel, to represent Customer in connection with all matters, including legal proceedings, related to this Agreement, which is entered into pursuant to P4S' Master Agreement to Provide Service to an Affinity Group.

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

SIGNATURES	
Customer: NORTON PUBLIC SCHOOLS	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
CUSTOMER DUNS NUMBER: _____	
CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____	
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	
NAME: ATTN:			ENGIE Resources	<b>CUSTOMER PAYMENTS</b>
STREET ADDRESS:			1990 Post Oak Blvd.	<u>Wire payments to:</u> Mellon Bank
CITY, STATE, ZIP:			Houston, TX 77056	<u>Account Title:</u> ENGIE Resources
PHONE #:			1-888-232-6206	<u>Account No</u> 8-086-282
FAX #:			(713) 636-0927	<u>ABA Number:</u> 031000037
EMAIL:			custserv@na.engie.com	For payment by check, please send to ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025

\*Required Information

Customer: NORTON PUBLIC SCHOOLS  
 Effective Date: 08/23/2019  
 Agreement #: 1-J7QM7U,1  
 PR #: 1-J75CVD,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

Product Code: FP03-CP01B-PT01-AD04-CA04A

Product: Fixed W/ Loss Multiplier

**Exhibit 1: Facilities and Accounts**

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	UNKNOWN	UNKNOWN, OH 00000-0000	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08005612035001342513	OE-GSD	01/01/2020	12/31/2021
2	3390 S CLEVELAND MASSILLON RD	NORTON, OH 44203-4203	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08037539260000433510	OE-GSD	01/01/2020	12/31/2021
3	UNKNOWN	UNKNOWN, OH 00000-0000	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08037539265001349736	OE-GSD	01/01/2020	12/31/2021
4	4054 S CLEVELAND MASSILLON RD	NORTON, OH 44203-4203	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08005612030000416110	OE-GSD	01/01/2020	12/31/2021
5	UNKNOWN	UNKNOWN, OH 00000-0000	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08037539265001433196	OE-GSD	01/01/2020	12/31/2021
6	4128 S CLEVELAND MASSILLON RD	NORTON, OH 44203-4203	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08005612030001413567	OE-GSD	01/01/2020	12/31/2021
7	4128 S CLEVELAND MASSILLON RD	NORTON, OH 44203-4203	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08005612030000416112	OE-GSD	01/01/2020	12/31/2021
8	4128 S CLEVELAND MASSILLON RD	NORTON, OH 44203-4203	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08005612430000416252	OE-GSD	01/01/2020	12/31/2021
9	3163 GREENWICH RD	NORTON, OH 44203-4203	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08037539260000416114	OE-GSD	01/01/2020	12/31/2021
10	4108 S CLEVELAND MASSILLON RD	NORTON, OH 44203-4203	UNKNO WN	ATSIOE	FEOHIO_RESID_ AGG (OE)	08037539260000416113	OE-GPD	01/01/2020	12/31/2021

Add/Delete Tolerance Band:	20
Capacity Settlement:	Monthly
Contract Price (\$/KWh):	0.03194
Index Settlement:	Day Ahead
Loss Multiplier:	1.08264
Pricing Point:	DEFAULT_HUB
Post Term Charge (\$/Kwh):	Return to EDU

PRICE DISCLAIMER: The Contract Price identified in this Attachment A to the Sales Confirmation is valid until 09/23/2019 4:00 pm CST. Upon expiration of the validation time period, ENGIE reserves the right to update the Contract Price or to refuse to enter into this transaction with Customer.

Customer: NORTON PUBLIC SCHOOLS  
Effective Date: 08/23/2019  
Agreement #: 1-J7QM7U,1  
PR #: 1-J75CVD,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**Exhibit 2: Monthly Anticipated Consumption (in MWh)**

**Delivery Point:** FEOHIO\_RESID\_  
AGG (OE)

Month	Year	MWh
Jan	2020	222.10
Feb	2020	209.18
Mar	2020	211.90
Apr	2020	171.35
May	2020	163.48
Jun	2020	126.23
Jul	2020	155.91
Aug	2020	185.13
Sep	2020	215.28
Oct	2020	194.96
Nov	2020	194.71
Dec	2020	211.25
Jan	2021	213.93
Feb	2021	204.80
Mar	2021	213.84
Apr	2021	171.61
May	2021	163.64
Jun	2021	128.08
Jul	2021	156.82
Aug	2021	187.84
Sep	2021	213.76
Oct	2021	190.19
Nov	2021	200.87
Dec	2021	211.30

Customer: NORTON PUBLIC SCHOOLS  
Effective Date: 08/23/2019  
Agreement #: 1-J7QM7U,1  
PR #: 1-J75CVD,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**ACKNOWLEDGMENT:**

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Customer, please check this box if your accounts are tax exempt.  
If tax exempt, please send your tax exemption certificates to [custserv@na.engie.com](mailto:custserv@na.engie.com)  
We cannot apply the tax exemption until we receive your certificates.