ELECTRIC SERVICE AGREEMENT

BETWEEN

DYNEGY ENERGY SERVICES EAST, LLC

AND

TOWN OF TEWKSBURY
on Behalf of the Consumers of
its Community Choice Power Supply Program

This Electric Service Agreement ("ESA") with a reference date of **September 2, 2026** is entered into by and between **Dynegy Energy Services East, LLC**, a limited liability company ("Competitive Supplier"), and the **Town of Tewksbury**, located at 1009 Main Street, Tewksbury, MA (the "Aggregator").

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, ("Restructuring Act"), which, *inter alia,* (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs; and

WHEREAS, the Aggregator has developed a Community Choice Power Supply Program ("Program") to aggregate the electricity usage of consumers located within the geographic boundaries of the Town of Tewksbury (the "Municipality") and to negotiate competitive rates for the supply of electricity for such consumers; and

WHEREAS, the Aggregator received approval of its Plan from the Massachusetts Department of Public Utilities (the "Department") on December 15, 2015 in D.P.U. 15-90, as may be amended from time to time (the "Plan"); and

WHEREAS, the Aggregator may offer more than one Product under the Plan and the Plan allows the Aggregator to include a Municipal Services Fee in Program Retail Prices;

WHEREAS, Competitive Supplier desires to provide All-Requirements Power Supply as described in the products set forth in Appendix A to consumers located within the Municipality, pursuant to the terms and conditions of the Aggregator's Program, the Plan and this ESA; and

WHEREAS, the Aggregator desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative retail power supply option for consumers within the Municipality; and

NOW THEREFORE, IT IS AGREED THAT, the Aggregator and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not separately defined in the body of this ESA, including the Exhibits and Appendices hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 shall, however, be given their common and ordinary meanings when they appear without capitalization in the body of this ESA.

All-Requirements Power Supply – The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, Renewable Energy Obligations, and other such services or products, including but not limited to any additional Renewable Energy Certificates, as specified in any Price and Term Appendix, necessary to provide firm power supply to Participating Consumers at the Point of Delivery.

Bankruptcy – With respect to a Party, when such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, *provided that*, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

Basic Service – As defined in M.G.L. c. 164, § 1 and in orders of the Department, as amended or promulgated, as the case may be, from time to time.

Business Day – Any day between the period of 8:00 a.m. and ending at 5:00 p.m. Eastern Prevailing Time, except Saturday, Sunday and any day which is a legal holiday or a day on which federal banking institutions in Boston, Massachusetts are authorized by law to close.

Change in Law – As used herein, means any of the following:

a) if, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any Governmental Authority with competent jurisdiction, including without limitation any amendment, modification or change in construction or interpretation of the Local Distributor's tariffs, (i) it becomes unlawful for a Party to perform any obligation under this ESA, or (ii) any Competitive Supplier or municipal aggregator or other similar license, certification or franchise status or requirements are imposed or altered in any material respect;

b) if, (i) any regulatory agency or court having competent jurisdiction over this ESA or the Program requires a change or addition to the terms of this ESA or the Program rules or protocols that adversely affects a Party in any material respect, or (ii) any regulatory or court action affects a Party's ability to perform under this ESA in any material respect;

c) if, any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental taxes, charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted, and thereafter becomes effective after the Effective Date of this ESA, that is applicable to the Competitive Supplier in its performance under this ESA; or

d) if any new or additional charges, fees, and/or obligations, including without limitation transmission or capacity requirements or charges, are imposed on the Competitive Supplier in its performance of this ESA by (i) ISO-NE related to a FERC approved change to ISO-NE's Tariff or Market Rule 1 issued on or after the Effective Date, or (ii) any Governmental Authority or Local Distributor, excluding, however, periodic changes to the purchase of receivable discount rate and timing of payments filed by the Local Distributor and approved by the Department, or any specifically identified category of pending, proposed, or anticipated new costs or credits defined in any Price and Term Appendix as being included in Retail Prices; or

e) there are any other changes by any Governmental Authority or Local Distributor to retail electric customer supply access or municipal aggregation programs in a manner which directly increases the cost of performance by the Competitive Supplier under this ESA.

Commercially Reasonable – Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations.

Consultant Services Fee – The dollar amount per kWh as set forth in any Price and Term Appendix.

Consumer Data – The identifying information of all Eligible Consumers and Participating Consumers made available to Competitive Supplier resulting from the execution of this ESA, including but not limited to Local Distributor account numbers, billing names, billing addresses, service addresses, telephone numbers, kWh usage, and ICAP Tag Values.

CPG – Colonial Power Group, Inc., the Aggregator's current consultant and agent acting on behalf of Aggregator, which is responsible for fulfilling certain of Aggregator's obligations in the ESA and the development, implementation, and administration of the Program consistent with the terms of the Plan and this ESA.

Delivery Term – The period for which prices for All-Requirements Power Supply have been established, as set forth in any Price and Term Appendix.

Delivery Term End Date – The ending month of a Delivery Term as set out in any Price and Term Appendix.

Delivery Term Start Date – The starting month of a Delivery Term as set out in any Price and Term Appendix.

Department – The Massachusetts Department of Public Utilities or any successor state agency.

EDI – Electronic Data Interchange: The exchange of business data in a standardized format between business computer systems.

Effective Date – The date on which this ESA is executed by the Parties (to be determined by the later date if the Parties execute on different dates).

Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor's distribution or transmission system, at one or more locations within the geographic boundaries of the Municipality. Eligible Consumers includes (1) consumers who have Basic Service and have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; and (2) consumers receiving Basic Service plus an optional Renewable Energy product that allows concurrent enrollment in either Basic Service or competitive supply. Eligible Consumers excludes (a) consumers who have Basic Service and have asked their Local Distributor to not enroll them in service with any competitive supplier; (b) consumers receiving Basic Service and enrolled in a Renewable Energy product that prohibits switching to a competitive supplier; and (c) consumers receiving competitive supply service.

ESA – This Electric Service Agreement including without limitation, the appendices hereto, which are incorporated by reference, and any amendments thereto entered into by the Parties after the Effective Date.

Event of Default – shall have the meaning specified in Article 4.4.

FERC – The Federal Energy Regulatory Commission or any successor federal agency.

Force Majeure – Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; pandemics or epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any discretionary acts or failures to act, or orders of any kind by the Aggregator may not be asserted as an event of Force Majeure by the Aggregator; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

Forward Contract – shall have the meaning in 11 U.S.C. §101(25).

Forward Contract Merchant – shall have the meaning in 11 U.S.C. 101(26).

General Communications – The type of communications described and defined in Article 5.6.3 herein.

Governmental Authority – Any national, state or local government, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Aggregator.

Governmental Rule – Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

ICAP Tag Value – A consumer account's contribution to peak load, expressed in kW-month, as determined by the Local Distributor pursuant to the ISO New England Manual for the Forward Capacity Market.

Initial Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity that are Eligible Consumers as of the Effective Date.

ISO-NE – ISO New England, Inc., the New England Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

kWh, kW – Kilowatt-hour and kilowatts, respectively.

Large Industrial – A consumer's account that meets either of the following: (i) an ICAP Tag Value assigned by the Local Distributor of 100kW or higher, or (ii) projected usage of more than 500,000kWh/year.

Local Distributor –The local distribution utility(ies), or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

Low-Income Consumers – Residential Program Consumers who are designated by the Local Distributor to a low-income tariff (Example: Rate Class code "R-2") in any specific billing period or cycle.

Municipal Services Fee – A volumetric fee expressed in $/kWh, set out in any Price and Term Appendix if applicable, that may be assessed by the Plan and referenced in the recitals to this ESA that Aggregator may, at its sole discretion, direct the Competitive Supplier to (i) include in Retail Prices, and (ii) collect and remit to Aggregator any funds resulting from such fee pursuant to Article 18.10 of this ESA.

NEPOOL – The New England Power Pool.

New Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date.

New Taxes – Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Aggregator, to be effective after the Effective Date with respect to All-Requirements Power Supply, or any Governmental Rule enacted and effective on or after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

Participating Consumers – Eligible Consumers enrolled in the Program.

Parties – The Aggregator and Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

Plan –The Plan developed by the Aggregator and approved by the Department, including any amendments thereto, to aggregate electricity consumers for the primary purpose of negotiating beneficial rates for the supply of electricity for such consumers pursuant to the Program.

Point of Delivery – The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.

Point of Sale – The electric meter for each Participating Consumer's account, as designated by the Local Distributor.

Price and Term Appendix – The Price and Term Appendix substantially in the form of Appendix A hereto, which is then in effect under this ESA, and which amongst other terms sets forth the prices and terms for the provision of All-Requirements Power Supply for consumers in each Rate Class.

Product – A unique All-Requirements Power Supply option offered to Eligible Consumers at a specific price and containing a specific combination of energy services and attributes unique from other products.

Program – The Community Choice Power Supply Program, under which, the Plan is described and implemented.

Rate Class – Consumer groupings consistent with definitions created by the Local Distributor and recognized by the Department.

Related Documents – As used herein, means any of the following: (i) any documents explicitly required by this ESA and executed by the Competitive Supplier, and (ii) any appendices to this ESA, including the Price and Term Appendix, and any subsequent appendices or addenda to this ESA agreed to and executed by the Parties.

Renewable Energy Certificates ("RECs") – An instrument that identifies the relevant generation attributes of each MWh produced by a renewable generation unit. All such RECs will be created and recorded by the NEPOOL Generation Information System or the renewable energy certificate tracking system of the relevant ISO/RTO where such RECs are generated and retired, as applicable or be certified by a third party.

Renewable Energy Obligations – The total of all renewable energy commitments to Participating Consumers under this ESA including all Renewable Energy Standards obligations and any additional Voluntary Renewable Energy included in the optional Products, if applicable, as set out in any Price and Term Appendix.

Renewable Energy Standard(s) – Collectively, the Clean Energy Standard, the Renewable Energy Portfolio Standard, the Alternative Renewable Energy Portfolio Standard, and the Clean Peak Energy Standard, as may be defined by M.G.L. c. 21N, §§ 3(c), 3(d) and 7 (the Global Warming Solutions Act), or M.G.L. c. 25A, § 11F, § 11F1/2 (Renewable Energy Portfolio Standard and Alternative Renewable Energy Portfolio Standard), or M.G.L. c. 25A, § 17 (Clean Peak Energy Standard), or M.G.L. c. 164, § 1, or related rule or regulation.

Retail Price(s) – The rate(s) set forth in any Price and Term Appendix that the Competitive Supplier will charge to Participating Consumers for each Product.

SMART Incentive Agreement – Any agreement between the Aggregator and a solar project developer under which the solar project developer pays or directs a portion of SMART Incentive Payments or other consideration to Competitive Supplier for purposes of funding a reduced price for Low-Income Consumers that are Participating Consumers.

SMART Incentive Payments – Solar Massachusetts Renewable Target program incentive payments for the benefit of Low-Income Consumers who are Participating Consumers.

Term – As defined in Article 4.1.

Voluntary Renewable Energy – Electric energy, or RECs certifying electric energy, generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25A,

§ 11F, § 11F1/2, or M.G.L. c. 164, § 1, and rules or regulations promulgated thereunder or, that may be otherwise added and incorporated into Products as a voluntary purchase, or REC purchase, defined in each Price and Term Appendix

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier recognizes, however, that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier. Notwithstanding any provision of this ESA to the contrary, if a new Rate Class is added to the Program, to the extent such Rate Class does not include consumers currently served under the Program, the Aggregator shall be permitted to enter into a separate agreement to provide power supply and other services to such Rate Class either with (i) Competitive Supplier or (ii) an alternate supplier under its own load asset.

The Aggregator authorizes the Competitive Supplier on behalf of the Municipality and any Participating Consumers to take any and all actions as the Competitive Supplier determines may be necessary to permit switching and enrollment in accordance with this ESA, Department regulations, and the Competitive Supplier's and the Local Distributor's rules and terms hereof. In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out.

The Aggregator shall specifically authorize the Local Distributor to provide, and Competitive Supplier shall have the right to obtain and utilize as required, all Consumer Data as is reasonably available from the Local Distributor, and which is necessary for the Competitive Supplier to perform its obligations under this ESA. If requested by Competitive Supplier, the Aggregator agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier in obtaining Consumer Data, including, without limitation, assisting Competitive Supplier in obtaining permission from Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent such errors are caused by errors or omissions in the information provided to it by the Local Distributor or the Aggregator.

In addition, to the extent the Aggregator is permitted by the Department to receive information regarding other Local Distributor consumers, including but not limited to New Eligible Consumers, the Aggregator shall authorize the Local Distributor to provide such information to Competitive Supplier, and the Competitive Supplier shall have the right to obtain and use such information as is reasonably available from the Local Distributor to support Aggregator-directed consumer awareness and outreach activities pursuant to Article 3.4.

This ESA is a Forward Contract and the Competitive Supplier and the Aggregator are Forward Contract Merchants.

2.2 NO THIRD-PARTY BENEFICIARIES/AGENCY RELATIONSHIP

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties except as otherwise set forth under the ESA. This ESA facilitates rights under M.G.L. c. 164 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Aggregator has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

The Aggregator is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers and is authorized to act as agent for all Participating Consumers. The Aggregator and Competitive Supplier agree and understand that Participating Consumers shall be principals or beneficiaries under this ESA and shall be deemed to have privity of contract with Competitive Supplier; *provided, however*, that in any litigation arising under this ESA, only the Aggregator, as agent for the Participating Consumers, has the right but not the obligation to bring claims against the Competitive Supplier.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the Parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the FERC, the Department, Massachusetts Attorney General, and the Massachusetts Department of Energy Resources and any other Governmental Authorities having jurisdiction over any element of the transactions contemplated by this ESA.

2.4 CONDITIONS PRECEDENT

The Aggregator's obligations under this ESA shall be conditioned upon the Competitive Supplier, or, with respect to (c) and (d) below, Competitive Supplier's affiliate or contracted wholesale power marketer, fulfilling the following requirements:

a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);

b) execute a Competitive Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;

c) execute any appropriate ISO-NE applications and agreements;

d) obtain authorization from FERC to sell power at market-based rates;

e) complete EDI testing with the Local Distributor; and

f) provide all other documentation reasonably required by the Local Distributor for Competitive Supplier to carry out its obligations under this ESA.

If Competitive Supplier has not fulfilled all such requirements by the Delivery Term Start Date, the Aggregator may terminate this ESA without any liability. Any noncompliance with such requirements after the Effective Date shall be subject to Articles 4.2 and 4.4.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to M.G.L. c. 164, § 134 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not obstruct the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Department, the Local Distributor and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electricity supply to another.

3.2 APPLICABILITY OF CONSUMER NOTIFICATION REQUIREMENTS

If this is the first ESA of the Program, then the notification requirements set forth in Article 3.3 shall apply to both Initial Eligible Consumers and New Eligible Consumers. If, however, this is not the first ESA of the Program and the Program has Participating Consumers as of the Effective Date, then the notification requirements set forth in Article 3.3 shall apply only to New Eligible Consumers, unless a Price and Term Appendix otherwise expressly obligates Competitive Supplier to conduct an opt-out mailing in a timeframe necessary for service to begin for Initial Eligible and New Eligible Consumers on the Delivery Term Start Date.

The Competitive Supplier will conduct opt-out mailings to New Eligible Consumers as directed by the Aggregator but no more than four times per calendar year (unless otherwise agreed to by the Parties) and in a Commercially Reasonable timeframe as directed by the Aggregator or CPG.

3.3 NOTIFICATION TO CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, the Aggregator will request or cause CPG to request and obtain from the Local Distributor and provide to Competitive Supplier the account number, service and billing address, and other pertinent contact information of all Initial Eligible Consumers and New Eligible Consumers, as applicable. However, CPG shall exclude any individual Large Industrial New Eligible Consumers from the list of New Eligible Consumer accounts it provides to the Competitive Supplier. Competitive Supplier shall notify each such Eligible Consumer (i) of the date, expressed as the meter read date for a given month, on which such Eligible Consumers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program ("Opt-Out Notice"). CPG or the Aggregator will prepare and provide to Competitive Supplier the Opt-Out Notice in form and content as approved by the Department ("Approved Opt-Out Notice"), and the Competitive Supplier shall promptly provide its reasonable comments and suggestions on such form with the understanding that under current Department practice the final form is subject to Department approval. The Competitive Supplier shall mail

only such Approved Opt-Out Notice to each such Initial Eligible or New Eligible Consumer, as applicable, in a Commercially Reasonable timeframe as directed by Aggregator or CPG and in compliance with Department directives, but not less than thirty-seven (37) days prior to the date of automatic enrollment as required by the Department. The Approved Opt-Out Notice shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms of service included in the applicable Price and Term Appendix as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such Initial Eligible or New Eligible Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; (iv) state how a Participating Consumer may voluntarily opt-up or opt-down to any other Products offered under the Program; and (v) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new competitive supplier without paying a fee or penalty to Competitive Supplier. An Initial Eligible or New Eligible Consumer will not be automatically enrolled when an opt-out notice is returned as undeliverable. The Aggregator agrees to take such further actions as the Competitive Supplier may reasonably request, and at Competitive Supplier's cost, in connection with the Competitive Supplier's performance under this Article 3.3.

The Competitive Supplier is responsible for all costs associated with Aggregator's efforts to provide consumer notification to all Initial Eligible and New Eligible Consumers under this Article 3.3. Such costs include, but are not limited to, print materials, printing, copying, mailing, postage, and language translation services. In the event Aggregator or CPG is also expected to incur any similar such costs in support of the foregoing activities ("Support Costs"), Aggregator or CPG, as applicable, will provide Competitive Supplier with advance notice thereof prior to incurring such Support Costs. The total for all Support Costs in any given calendar year shall not exceed the "Support Costs Cap" set out in any Price Term Appendix. Competitive Supplier shall coordinate with and reimburse the Aggregator or CPG for all Commercially Reasonable and actual, documented Support Costs. The Competitive Supplier will maintain a complete list of opt-outs throughout the life of this ESA whether received prior to the initial enrollment or after accounts have been enrolled. Competitive Supplier will make this opt-out list available to the Aggregator or CPG upon request.

In providing the notifications set forth in this Article 3.3, and in otherwise conducting the activities in Article 3.5 below, the Competitive Supplier must rely upon information provided to it by the Aggregator or CPG for the purpose of performing such obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Initial Eligible or New Eligible Consumers resulting from errors or omissions in the information provided to it by the Aggregator or CPG. For clarification purposes, all mailing lists of Initial Eligible and/or New Eligible Consumers to receive notices pursuant to this Article 3.3 shall be requested by the Aggregator or CPG from the Local Distributor and shared with Competitive Supplier. The Aggregator and CPG acknowledge that the Competitive Supplier shall not be responsible for requesting mail listings directly from the Local Distributor. Competitive Supplier shall not be responsible for delays in sending notifications to Initial Eligible Consumers, New Eligible Consumers, or Participating Consumers to the extent caused by delays in receiving information, including the form of communication, from the Aggregator or CPG.

3.4 CONSUMER AWARENESS

3.4.1 Consumer Notification of New Competitive Supplier - In the event the Program has Participating Consumers as of the Effective Date of this ESA and the Competitive Supplier is not the current supplier of the Program, then prior to the Competitive Supplier's initial enrollment of any consumer accounts on the Delivery Term Start Date, CPG or the Aggregator will provide to Competitive Supplier the Local Distributor account number, service address, billing address, and other pertinent contact information of Participating Consumers. Competitive Supplier shall notify such Participating Consumers that Competitive Supplier will be providing All-Requirements Power Supply as of the Delivery Term Start Date, and the Retail Price(s) and Program Products pursuant to the applicable Price and Term Appendix of this ESA. CPG or the Aggregator will prepare and provide to Competitive Supplier the form and content of the notice and Competitive Supplier shall provide such notice to each Participating Consumer in a Commercially Reasonable timeframe and manner as directed by the Aggregator or CPG. The Competitive Supplier is responsible for all costs associated with such consumer notification including, but not limited to, print materials, printing, copying, mailing, postage and language translation services.

3.4.2 Competitive Supplier or CPG Consumer Awareness Activities - Provided all Parties mutually agree on the content and method, the Competitive Supplier or CPG may each conduct consumer awareness efforts at such party's sole expense. Any such efforts must be consistent with the Education Plan included in the Plan.

3.4.3 Aggregator Consumer Awareness Activities - Competitive Supplier shall be responsible for the costs associated with Aggregator-directed consumer awareness efforts but only if such efforts and the scope thereof are detailed and explicitly delegated to Competitive Supplier in any Request for Proposals for competitive electric supply services issued in connection with this ESA and also expressly set out in any Price and Term Appendix ("Program Promotions"). Such Program Promotions may include enhancements to the Aggregator's website, print advertisements, paid social media, consumer outreach, and the preparation and delivery of educational materials that are separate and apart from other consumer notification mailings required pursuant to this ESA. Competitive Supplier will not be responsible for the costs of any promotion(s) of the program that is not a Program Promotion included in the Request for Proposal and Price and Term Appendix. The Aggregator may also request Competitive Supplier to print and mail Aggregator-prepared Program Promotions materials to Participating Consumers, Eligible Consumers, or electricity consumers of the Municipality, provided, however, any such efforts shall not occur more than once in any given calendar year during the term of this ESA, and provided further that the content of such Program Promotions shall be subject to Competitive Supplier's reasonable comments, and final approval by the Department. The total costs for all Program Promotions in any given calendar year shall not exceed the "Program Promotions Cap" set out in any Price Term Appendix. Further, the Aggregator may, in its discretion, adjust the Retail Price(s) to allow either the Aggregator or CPG to recoup costs incurred by either party for Aggregator-directed consumer awareness efforts, in which case the Aggregator will direct Competitive Supplier to collect and remit such reimbursements to the Aggregator or CPG as appropriate.

3.5 ENROLLMENT

The enrollment procedures set out in this Article 3.5 are also summarized in Exhibit A to this ESA. However, in the event of a conflict between this Article 3.5 and Exhibit A, the terms in this Article 3.5 shall govern. Competitive Supplier shall perform any consumer enrollments pursuant to this Article 3.5 in accordance with applicable Local Distributor rules.

3.5.1 Initial Eligible Consumers – If applicable pursuant to Article 3.2, CPG or the Aggregator shall provide Competitive Supplier with the list of Initial Eligible Consumers, as well as such Initial Eligible Consumers' service and billing addresses, and any other related information the Parties agree is necessary, in sufficient time for Competitive Supplier to commence All-Requirements Power Supply as of the Delivery Term Start Date.

3.5.2 Participating Consumers - If applicable pursuant to Article 3.4, CPG or the Aggregator shall provide Competitive Supplier with the list of Participating Consumers, as well as such Participating Consumers' service and billing addresses, and any other related information the Parties agree is necessary, in sufficient time for Competitive Supplier to commence All-Requirements Power Supply as of the Delivery Term Start Date. All Participating Consumers will continue to be enrolled in the Program under the terms of this ESA unless they opt-out in accordance with the Plan, this ESA, and Governmental Rules.

3.5.3 New Eligible Consumers - New Eligible Consumers (a) who are provided notice, and (b) elect not to opt-out of the Program, each as provided in Article 3.3, will be automatically enrolled by Competitive Supplier in the Program at the Retail Price for the standard Product.

3.5.4 Eligible Consumers that Previously Opted Out - At any time during the Term of this ESA, Eligible Consumers who have previously opted out of the Program, with the exception of Large Industrial Eligible Consumers, may request that they be enrolled in the Program. Competitive Supplier will provide All-Requirements Power Supply to such Eligible Consumers at the Retail Price applicable for the Product selected.

3.5.5 Eligible Consumers Previously Served by Third Parties - Competitive Supplier agrees that, with the exception of Large Industrial consumers, consumers that are being served or were previously served under third-party competitive supply agreements may affirmatively opt-in and receive All-Requirements Power Supply at the Retail Price applicable for the Product selected when such agreements terminate or are otherwise completed.

3.5.6 Large Industrial Consumers – Large Industrial consumers that (i) are New Eligible Consumers, (ii) previously opted out of the Program, or (iii) are being served or were previously served under third-party competitive supply, may request to be enrolled in the Program and the Competitive Supplier shall offer to provide All-Requirements Power Supply to such Large Industrial consumers based on the then market rate as determined by the Competitive Supplier in its sole discretion for the Product selected. Such offer shall be consistent with all terms of this ESA, including but not limited to the consumer's ability to opt-out of the Program at any time without penalty. Prior to enrollment, the Competitive Supplier shall promptly provide written notice to CPG if any Large Industrial Eligible Consumer accepts such market rate offer.

ARTICLE 4 TERM OF AGREEMENT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, *provided, however*, that Competitive Supplier's obligation to provide All-Requirements Power Supply for any Delivery Term shall commence on the Delivery Term Start Date, and shall terminate on the Delivery Term End Date, each as set out in a Price and Term Appendix, unless terminated earlier under Article 4.2 below ("Term"); provided further, however, the Competitive Supplier will only begin service to a Participating Consumer after such Participating Consumer has been enrolled by the Competitive Supplier and the Participating Consumer has been switched by the Local Distributor to the Competitive Supplier in accordance with all Governmental Rules. It may take up to two billing cycles for the enrollment with the Competitive Supplier to take effect. The Competitive Supplier is not responsible for any such delay, or any failure or delay in enrolling any Participating Consumer caused by the Local Distributor. The Aggregator shall provide such cooperation, assistance, documents, authorizations, instruments and other information as reasonably requested by the Competitive Supplier to permit the enrollment and servicing of Participating Consumers in the Program.

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

a) by the Aggregator or the Competitive Supplier if either Party fails pursuant to Article 4.4 to cure any breach of any material provision of, or obligation under, this ESA (including, but not limited to, Article 5.6.2 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(d)), within sixty (60) days following written notice to do so by the non-breaching Party; or

b) by the Aggregator or the Competitive Supplier if the other Party is in Bankruptcy as that term is defined in this ESA; or

c) by the Aggregator or the Competitive Supplier if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction or if the Department exercises any lawful jurisdiction and invalidates or disapproves this ESA in whole or in significant part; or

d) by the Aggregator in the event of the failure of the Competitive Supplier to supply All-Requirements Power Supply to Participating Consumers; provided, however, that the Aggregator shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply, through no fault of Competitive Supplier, is a direct result of a Force Majeure or, to the extent not qualifying as Force Majeure, actions or non-actions by any transmission service provider, the Local Distributor, the Aggregator, CPG, the ISO-NE, or a Governmental Authority.

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA. The Competitive Supplier shall reasonably cooperate in good faith to transition Participating Consumers to a new competitive supplier or back to the Local Distributor. Upon the effective date of termination of the ESA, all rights and privileges granted to, and obligations imposed on, the Competitive Supplier shall cease, with the exception of Competitive Supplier's right to collect all monies due for services rendered, including any outstanding Monthly Distributions and except as otherwise expressly provided in this ESA. It may take up to two billing cycles to transfer Participating Consumers to another provider or the Local Distributor and the Competitive Supplier is entitled to all payment for All-Requirements Power Supply provided whether before or after the date of termination. The Aggregator shall require any successor competitive supplier to make best efforts to switch Participating Consumers away from Competitive Supplier and to its own service upon the Delivery Term End Date. The Competitive Supplier is permitted to cause the Local Distributor to drop the accounts of any Participating Consumers which are not switched or dropped by the Delivery Term End Date.

4.4 EVENT OF DEFAULT AND SPECIFIC PERFORMANCE

Notwithstanding any other provision to the contrary herein, the Parties agree that it will be an Event of Default if (i) a Party fails, pursuant to Article 4.2(a), to cure a breach of any material provision of, or obligation under, this ESA, including but not limited to the provisions of Article 6, (ii) a Party becomes Bankrupt, (iii) in the case of Competitive Supplier, the Competitive Supplier fails to provide All-Requirements Supply as set forth in and subject to Article 4.2(d), (iv) a Party modifies, suspends or terminates the Program during the Term, except where such modification, suspension or termination is, through no fault of the Party, required by Governmental Rules, (v) a Party seeks to terminate this ESA except as expressly authorized in this ESA, including Article 4.2, or (vi) the Aggregator fails to maintain any required Minimum Balance or make Monthly Distributions as required in accordance with Article 5.4.2 provided that Competitive Supplier has first fully exercised its remedies under Article 5.4.2(f). Upon an Event of Default by Aggregator, Competitive Supplier shall be entitled to specific performance of this ESA as its sole remedy. The Parties acknowledge and agree that because monetary damages are not available to Competitive Supplier under this ESA, there is no remedy at law adequate to compensate Competitive Supplier for the Aggregator's actions as described in (i), (iv) or (v), and further agree that Competitive Supplier will suffer irreparable harm if the Aggregator takes any of the actions described in (i), (iv), (v), or (vi) herein.

4.5 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties, provided however, any new pricing terms shall be negotiated, and the Parties shall amend this ESA by executing an updated Price and Term Appendix. Upon any such extension of this ESA, this ESA shall continue to be in effect, and all provisions of the ESA as amended shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall employ an adequate number of competently trained and experienced personnel to carry out its responsibilities; exercise all reasonable efforts to deliver or arrange to deliver a supply of such amounts of electricity to the Point of Delivery as are required under this ESA; comply in all material respects with all relevant industry standards and practices for the supply of electricity to Participating Consumers.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier shall provide, or cause to be provided, certain customer services to Participating Consumers and Eligible Consumers. Such services shall be reasonably accessible to Participating Consumers, shall allow Participating Consumers and Eligible Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Participating Consumers, the Aggregator, CPG, and the Local Distributor. A toll-free telephone number shall be established by Competitive Supplier on or before the Effective Date and shall be available for Participating Consumers to contact Competitive Supplier not later than 8:00 AM and continuing at least until 5:00 PM Eastern Prevailing Time, Monday through Friday, excluding federal holidays to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Aggregator will post Program-related information on the Aggregator's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) (if such individual authorization is required by law), the Competitive Supplier shall, during normal business hours, respond promptly and without charge to reasonable requests of the Aggregator or CPG for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of the Department or Attorney General regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

5.4.1 Renewable Energy Obligations

Competitive Supplier shall manage the Renewable Energy Obligations pursuant to this ESA. To the extent the ESA requires Voluntary Renewable Energy to be sourced from resources that are tracked within the NEPOOL Generation Information System ("NEPOOL GIS"), the Competitive Supplier shall create and manage either a NEPOOL GIS subaccount or reserve account exclusively for the Program to receive, account for, track, and manage any and all RECs acquired and delivered to meet the voluntary renewable requirements of Products containing Voluntary Renewable Energy, if any ("Program GIS Account"), but only if a requirement for a Program GIS Account is explicitly set out in any Request for Proposals for competitive electric supply services in connection with this ESA and set forth in the applicable Price and Term Appendix to this ESA. Regardless of whether Competitive Supplier is required to establish a Program GIS Account, Competitive Supplier nonetheless shall be required to provide documentation satisfactory to the Aggregator demonstrating that Competitive Supplier met all voluntary renewable requirements of Products containing Voluntary Renewable Energy. Competitive Supplier shall provide such documentation or copies of detailed reports from the Program GIS Account pursuant to Article 11.1.1 and as requested from the Aggregator from time to time.

5.4.2 Alternative Low-Income Consumer Pricing

Subject to the rules, regulations, and approvals of any applicable Governmental Authorities, the Aggregator may from time to time enter into SMART Incentive Agreements for the purpose of obtaining and accumulating SMART Incentive Payments that it intends to use to reduce the Retail Price charged to Low-Income Consumers. If it enters into any such agreements, the Aggregator may direct in writing the Competitive Supplier to set the Retail Price(s) for all Low-Income Consumers to reflect a specific $/kWh price discount (the "Low-Income Consumer Discount") as compared to the Residential Retail Price(s) then in effect. Competitive Supplier shall be reimbursed for all applied discounts as set forth below. Notwithstanding anything to the contrary in this Agreement, within ten (10) Business Days after the Competitive Supplier has received the final Monthly Distribution (as defined below), the all discounts made and reimbursements received in connection with such Monthly Distribution shall be subject to a final true-up by any Party. For sake of clarity, Competitive Supplier is not liable for any calculations of the Low-Income Consumer Discount.

a) No later than the fifteenth (15th) day of each calendar month during the Delivery Term, the Competitive Supplier shall provide the Aggregator or CPG a detailed report showing the kWh volumes billed to each Low-Income Consumer account ("Low-Income Consumer Consumption") during the immediately preceding month (i.e., since the last report provided to the Aggregator or CPG) ("Distribution Report"). Such Distribution Report shall include billed usage, usage cancellations, re-bills and such other information related to the supply of electricity by Competitive Suppler pursuant to this ESA as reasonably requested in writing by the Aggregator or CPG. Upon reasonable request of the Aggregator or CPG, the Competitive Supplier shall provide Distribution Reports for alternative or cumulative time periods within the Delivery Term.

b) No later than five (5) Business Days following receipt of the Distribution Report, the Aggregator or CPG will notify the Competitive Supplier in writing, accompanied by

supporting documentation of any disputed Low-Income Consumer Consumption information set forth in such report. The Parties will work diligently and in good faith to resolve any disagreements with respect to the disputed Low-Income Consumer Consumption information contained in the applicable Distribution Report.

c) No later than ten (10) Business Days following receipt of a Distribution Report (monthly "Payment Due Date"), the Aggregator or CPG shall pay the Competitive Supplier an amount equal to the product of the Low-Income Consumer Discount and Low-Income Consumer Consumption based upon the undisputed Low-Income Consumer Consumption information in the Distribution Report ("Monthly Distributions"). The Parties agree that upon resolution of a dispute over the Low-Income Consumer Consumption information, payment shall be made to Competitive Supplier within five (5) Business Days of such resolution.

d) During the Delivery Term when providing a Low-Income Consumer Discount, the Aggregator shall direct CPG to establish and maintain a bank account or bank subaccount specific to this ESA (the "Payment Account") that shall maintain an account balance of no less than three months of projected Monthly Distributions ("Minimum Balance"). The Aggregator or CPG will periodically review and adjust the Minimum Balance, higher or lower, to reflect changes to the Aggregator's or CPG's reasonable estimate of Low-Income Consumer Consumption. The Aggregator or CPG shall report the Payment Account balance and provide reasonable evidence of such account balance to the Competitive Supplier on or about the seventeenth (17^{th}) Business Day of each month or as otherwise requested by the Competitive Supplier.

e) If the Aggregator or CPG has not made payment or caused payment to be made to the Competitive Supplier by the tenth (10th) Business Day ("Payment Default"), the Aggregator or CPG shall immediately cure such Payment Default without any additional notice from Competitive Supplier. In the event the Aggregator or CPG fails to cure such Payment Default on the third (3^{rd}) Business Day after such default and without any prior notice to the Aggregator or CPG, Competitive Supplier may promptly recoup the balance owed by deducting such outstanding amounts from the amount that the Competitive Supplier owes to CPG for its Consultant Services Fee pursuant to as set forth in Article 18.10 and the Price and Term Appendix of this ESA ("Stop Gap Funding"). CPG shall provide notice to the Aggregator of any Payment Default, with copy to Competitive Supplier. In the event Competitive Supplier relies on Stop Gap Funding, CPG shall include in the next immediate subsequent Monthly Distribution from the Payment Account an amount equal to the Stop Gap Funding. Competitive Supplier shall reimburse CPG an amount equal to the Stop Gap Funding within five (5) Business Days of receipt of such Monthly Distribution if the Payment Default has been cured in its entirety.

f) The Parties agree that the Aggregator's and CPG's obligation to maintain the Minimum Balance and make payment of all Monthly Distributions pursuant to this Article 5.4.2 are material provisions of this ESA and failure of Aggregator and CPG to meet their obligations under this Article 5.4.2 shall be a material breach and an Event of Default pursuant to Article 4 of this ESA. If the Aggregator or CPG fails to maintain the Minimum Balance or in the event of two consecutive Payment Defaults, the Competitive Supplier may, at its sole discretion, either reduce or remove the Low-

Income Consumer Discount at any time, and the Aggregator or CPG will have ten (10) Business Days to cure such Payment Default or Competitive Supplier shall be permitted to initiate and recoup such amounts through the Stop Gap Funding process described above.

g) Competitive Supplier shall use Commercially Reasonable efforts to accurately apply the Low-Income Consumer Discount to all participating Low-Income Consumers, including such consumer accounts that may be added to the Program through periodic notifications to New Eligible Consumers as described in Article 3.3, and through direct consumer opt-in requests. Application of the Low-Income Consumer Discount rate may take 1 to 2 billing cycles once Competitive Supplier receives information that a consumer is classified as a Low-Income Consumer by the Local Distributor.

h) The Aggregator may cause CPG, from time to time, to direct the Competitive Supplier to adjust the Low-Income Consumer Discount either higher or lower or remove the Low-Income Consumer Discount entirely, with such direction to be given in writing and in advance by not less than 25 days. Each Party shall execute an amended Price and Term Appendix as soon as reasonably possible following such notice and Competitive Supplier shall not make any such change until an applicable amendment has been executed. Notwithstanding anything to the contrary in this ESA, a fully executed amendment arising from or in connection with this paragraph must be received by Competitive Supplier no less than 25 days prior to the first day of the calendar month the rate change is intended to go into effect, and such rate change shall be subject to Local Distributor rate administration limitations. Competitive Supplier's performance in response to such direction from CPG shall be a material provision of this ESA and failure to comply shall be an Event of Default pursuant to Article 4 of this ESA.

i) The Aggregator or CPG shall notify the Competitive Supplier in writing upon learning of any events of outage or material reduction in output from the production facilities associated with the SMART Incentive Agreements. The Aggregator or CPG shall advise the extent such outages or reductions in output are expected to impact the funds available and necessary for the Parties to carry out their responsibilities pursuant to this Section 5.4.2. The Parties will work diligently and in good faith to determine adjustments, if any, to the Low-Income Consumer Discount in response to such extended periods of outage or material reduction events.

j) Notwithstanding anything to the contrary in this Agreement and for greater clarity, the applicability of this Section 5.4.2 is contingent upon any necessary prior Department approval.

5.4.3 Interruption to Delivery Service

Competitive Supplier shall not be responsible to the Aggregator or any Participating Consumers in the event the Local Distributor, for whatever reason and through no fault of Competitive Supplier, physically disconnects, curtails or reduces service to Participating Consumers.

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis pursuant to the prices and terms as set out in the then effective Price and Term Appendix. The Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of the Local Distributor or other competitive supplier. Competitive Supplier shall be permitted to drop any Participating Consumer and return such consumer to the Local Distributor for failure to make timely payments of its invoice to the Local Distributor pursuant to Article 7.4.2 if Competitive Supplier has not otherwise been compensated by the Local Distributor pursuant to its Competitive Electric Competitive Supplier Service Agreement with the Local Distributor.

5.6 CONSUMER DATA AND COMMUNICATIONS WITH CONSUMERS

5.6.1 Limitations

Notwithstanding anything to the contrary in this ESA, including this Article 5.6, the Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers provided by Aggregator or CPG to send Aggregator-approved educational materials, opt-out notices, or other communications essential to the operation of the Program consistent with the terms of this ESA. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers. Aggregator shall also be responsible for securing any required approvals for communications with Participating Consumers, including any necessary review by the Department.

5.6.2 Ownership and Use of Consumer Data

Competitive Supplier acknowledges that, as between the Parties, the Aggregator shall have exclusive ownership of all right, title, and interest in and to all Consumer Data. Competitive Supplier shall use Consumer Data solely to provide All-Requirements Power Supply to Participating Consumers and to render other services required or permitted under this ESA and Competitive Supplier shall treat Consumer Data as confidential information. Any other use of Consumer Data without the prior written consent of the Aggregator is strictly prohibited. Competitive Supplier shall maintain all Consumer Data in electronic format. Unless restricted by applicable Governmental Rules, the Competitive Supplier will make Consumer Data available to the Aggregator or CPG upon request. Aggregator shall be responsible for CPG's possession and use of Consumer Data. Notwithstanding anything in Article 16 to the contrary, Competitive Supplier may share Consumer Data with affiliates and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply, other rights, or performance obligations pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will inform any such vendor in writing of the confidential nature of Consumer Data and the restrictions set forth in this Article 5.6 and elsewhere in this ESA. In the event the Aggregator has chosen a new supplier for its Program, then prior to the Delivery Term End Date and at a time determined by the Aggregator, Competitive Supplier shall provide a copy of the Participating Consumer data in an electronic format which is generally usable, as it then exists, to the Aggregator and at the Aggregator's written direction, to other

parties, such as the new supplier, which the Aggregator represents will have been authorized to receive such data; provided that Competitive Supplier will provide such data on an "as-is" basis and without warranty of any kind. COMPETITIVE SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO SUCH DATA, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. A material violation of this Article 5.6.2 by Competitive Supplier, its affiliates or third-party vendors shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees such a violation of this Article 5.6.2 will constitute irreparable harm.

5.6.3 Approval of General Communications

Prior to sending any direct mail, electronic mail, or other similar communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), Competitive Supplier shall provide a copy of such General Communication to the Aggregator for its review to determine whether such communication is essential to the operation of the Program pursuant to Article 5.6.1. The Aggregator shall have the right to object to such General Communications and suggest revisions, provided, however, that the Aggregator's approval shall not be unreasonably withheld or delayed. The Aggregator may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Aggregator, and the Competitive Supplier shall not send such rejected or excluded General Communication; provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA, including but not limited to any notice of Force Majeure, Change in Law, or any communication required by the Department or any other Governmental Authority.

5.6.4 Direct Marketing

Competitive Supplier agrees not to engage in any direct marketing of a new product or service to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a direct result of this ESA unless first approved in writing by Aggregator or CPG. Any new product or service that the Competitive Supplier and/or the Aggregator wish to make available to Participating Consumers pursuant to this Article 5.6.4 is subject to Department approval. For the purposes of this provision, "direct marketing" shall include any outbound sales-based telephone call, mailing, or electronic mail from Competitive Supplier to a Participating Consumer through which Competitive Supplier markets products or services other than those being provided pursuant to this ESA. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

5.6.5 Participating Consumer Lists

To the extent not prohibited by any Governmental Rule, the Competitive Supplier shall provide a list of the Participating Consumers being served by the Competitive Supplier to

the Aggregator or CPG upon written request, including such reasonable identifying and usage information as the Aggregator may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

5.7 COMPLIANCE WITH LAWS AND STANDARDS

The Parties shall promptly and fully comply with all existing and future Governmental Rules as applicable to the activities covered by this ESA, including, as to Competitive Supplier, all applicable Renewable Energy Standards.

5.8 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Aggregator's assistance in obtaining such consent or approval and the Aggregator anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it will continue to request the Aggregator's assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated dollar amount, reasonably incurred by the Aggregator in connection with such efforts.

ARTICLE 6 ROLE OF THE AGGREGATOR

Under this ESA, the Aggregator shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Aggregator (in addition to fulfilling its obligations under this ESA) is to set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA, and to enforce the Competitive Supplier's compliance with those terms and conditions; and, notwithstanding anything to the contrary herein, Aggregator is responsible, in the manner set forth in Article 5.4.2, for any payments due to Competitive Supplier in accordance with Article 5.4.2 and/or responsible for causing CPG to meet its obligations under the ESA, including to maintain the Payment Account and to issue the Monthly Distributions to Competitive Supplier in accordance with Article 5.4.2. The Parties agree that Aggregator is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the Aggregator may be considered to be operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. All Participating Consumers are bound as principals and beneficiaries to this ESA subject to the provisions of M.G.L. c. 164, § 134 and Department rules and practice. The Competitive Supplier hereby agrees that it will take no action that would make the Aggregator liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in the then effective Price and Term Appendix to this ESA.

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation, subject to Article 5.5, to arrange for the delivery of All-Requirements Power Supply for all Participating Consumers at the Point of Delivery.

7.3 METERING

The Local Distributor will be responsible for any metering which may be required to bill Participating Consumers in accordance with the Local Distributor's terms and conditions for competitive suppliers, as may be amended from time to time.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's terms and conditions for competitive suppliers, Competitive Supplier will be responsible for any and all line losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Competitive Supplier shall cause the Local Distributor to prepare and mail bills to Participating Consumers monthly based on the meter readings performed by the Local Distributor for each Participating Consumer's meter(s). The Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor unless the Competitive Supplier and Local Distributor otherwise agree. If actual meter data is unavailable, the Competitive Supplier may bill based on its good faith estimates of usage, and any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

7.4.3 Regional and Local Transmission

The Retail Prices set out in any Price and Term Appendix do not include current and future charges collected or assessed by the Local Distributor pursuant to its distribution service tariff, or local transmission costs as may be imposed by NEPOOL, ISO-NE or individual electric utilities that have FERC transmission tariffs or other such distribution and transmission charges. All such costs will be billed to and collected from Participating

Consumers by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs to the extent permitted by any Governmental Rules.

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply required to be collected by the Competitive Supplier shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes (except for taxes on Competitive Supplier's income) associated with sales under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier.

ARTICLE 8 OPTIONAL PRODUCTS

Competitive Supplier agrees that it will offer the optional Products described in the then effective Price and Term Appendix into its provision of All-Requirements Power Supply under this ESA.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it shall comply with the regulations applicable to Competitive Supplier regarding the supply of retail power to Participating Consumers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). If a Participating Consumer so permits, to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Aggregator and CPG of any consumer complaints submitted to, and recorded by, the Department or the Massachusetts Attorney General's Office by a Participating Consumer and received by Competitive Supplier that Competitive Supplier is unable to resolve with the Participating Consumer within five (5) Business Days following Competitive Supplier's receipt of the complaint. Competitive Supplier agrees to notify the Aggregator and CPG of such complaints after the expiration of said fifth Business Day, and the Aggregator or its agent may, at Aggregator's election, participate and advocate on behalf of the Participating Consumer in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent not prohibited by Department regulations and other applicable law.

In addition, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service under this ESA, a Participating Consumer may contact the Department, which may refer the dispute to the Massachusetts Office for Dispute Resolution for mediation of such dispute, if the amount in dispute is greater than one hundred dollars ($100.00) and the subject of the dispute is within the Department's statutory and regulatory authority.

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees to conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Reporting

Monthly Consultant Services Fee Payment/Usage Details Report (Appendix B) – Competitive Supplier shall provide the Aggregator or CPG with a monthly report of usage details, to back up each Consultant Services Fee payment made to CPG, which will contain:

a. Aggregation Name
b. Supplier Name
c. Utility Name - Eversource East (Boston Edison), Eversource East (Commonwealth), Eversource West (WMECo), NGRID, Unitil
d. Utility Acct#
e. POD Number (SA#) or Meter Number (Found on 810 EDI, REF01 = MG)
(Point of Delivery# (Service Reference Acct#) is for Eversource West only, and Meter# is for Eversource East and Unitil. For National Grid, this field is left blank.)
f. Supplier Acct# (Supplier assigned # to reference the Utility Acct#)
g. Service Name
h. Rate Class Code (R1, R2, G1, G2, S1, etc.) at time of billing
i. Meter Read Cycle (Found on 810 EDI, REF01 = BF)
j. Load Zone (NEMA, SEMA, WCMA)
k. Invoice Date (Found on 810 EDI, BIG01)
l. Invoice# / Bill# (Found on 810 EDI, BIG02)
m. Invoice Type (Normal On-Cycle Bill, Cancellation, Final Bill, Manual Bill, Off-Cycle, etc.). (Found on 810 EDI, REF01 = BE)
n. Monthly Usage From/Start Date
o. Monthly Usage To/End Date
p. Usage (= # of kWh's used)
q. Utility Rate Charged (= Energy Charge / kWh used)
r. Energy Charge (Amount billed for Energy)
s. Sales Tax (Amount billed for Sales Tax)
t. Invoice Total (= Energy Charge + Sales Tax)
u. Price Code (Price code used at billing) (Found on 810 EDI, REF01 = RB)
v. Consultant Services Fee Payment Date (month/year)
w. Consultant Services Fee Payment (Consultant Services Fee x kWh)
x. ESA/Aggregation Rate (rate currently assigned to account (may be different than utility rate charged)

Weekly Enrollment Report (Appendix C) – At the request of Aggregator or CPG, Competitive Supplier shall provide a weekly report of enrollment transactions with the information as detailed in Appendix C to this ESA.

Weekly Rejection Report (Appendix D) – Competitive Supplier shall provide a weekly report showing rejected enrollments, drops, and change transactions with the information as detailed in Appendix D to this ESA. Report run date should be 3 months earlier than current date, to show past unresolved rejections.

Operational Reports - Competitive Supplier shall provide CPG with a copy of the Local Distributor's sync files for the Program on a monthly basis.

EDI Transactions – Competitive Supplier shall provide CPG with electronic copies of all incoming and outgoing EDI transactions which relate to this ESA.

ISO-NE Settlement Data – Provided that Competitive Supplier has a dedicated load asset(s) solely for the Program relating directly to this ESA, Competitive Supplier shall provide the Aggregator or CPG on a quarterly basis with ISO-NE settlement data for the load asset(s) created for the Program (hourly real-time load obligation and monthly capacity settlement reports, inclusive of daily MW requirement, both preliminary and re-settlement files).

NEPOOL GIS Quarterly Settlement Reports – On an annual basis, after June 15 of the given calendar year, Competitive Supplier shall provide the Aggregator or CPG with NEPOOL Generation Information System settlement reports associated with the Program GIS Account, if applicable, or otherwise provide appropriate documentation, as each is defined in Article 5.4 for any RECs acquired and/or retired by the Competitive Supplier to meet any Voluntary REC product obligations pursuant to this ESA. The Aggregator acknowledges that Competitive Supplier, in its own discretion, may choose to retire RECs only once per calendar year by the NEPOOL GIS 4th quarter retirement deadline on or around June 15 or more frequently throughout the year.

11.1.2 Standard of Care

Competitive Supplier, Aggregator, and CPG shall use Commercially Reasonable practices in preparing, maintaining, and providing any information or data required under the ESA. To the extent that Competitive Supplier, Aggregator, or CPG determines that any information or data provided hereunder is in error in any material respect, it shall promptly provide corrected information or data within a Commercially Reasonable time.

11.2 DISCLOSURE LABEL

Within fifteen (15) Business Days of the end of a quarter (quarter end dates are March 31, June 30, September 30 and December 31), to the extent required by the Department of all competitive suppliers to be disclosed to the Aggregator or Participating Consumers (as defined herein), Competitive Supplier shall present to CPG a copy of the current "Disclosure Label" which label shall include all required information pertaining to Competitive Supplier's power supply used to

serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records directly relating to the services hereunder by Competitive Supplier to Participating Consumers in accordance with any applicable regulations or guidelines of the Department, FERC, and any other Governmental Authority. Competitive Supplier shall provide to the Aggregator, at the Competitive Supplier's sole expense, copies of all reports mandated by the Securities and Exchange Commission, provided that to the extent such reports are available to Aggregator on www.sec.gov, Aggregator may obtain the reports at that website.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable written request, Competitive Supplier shall provide to the Aggregator a copy of each public periodic or incident-related report or record expressly and exclusively relating to this ESA which it files with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. The Aggregator shall treat any reports and/or filings received from Competitive Supplier as confidential information if required by Article 16. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies. Competitive Supplier may redact certain confidential aspects of such reports if it contains personal or private information of third parties.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW

12.1 CHOICE OF LAW, JURISDICTION AND VENUE

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts, without application of any rules relating to conflicts-of-laws. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Massachusetts or appropriate state court sitting in the Massachusetts county in which the Aggregator is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

12.2 DISPUTE RESOLUTION

The Parties agree to use their respective Commercially Reasonable efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. Notwithstanding anything in this Article 12.2 to the contrary, this Article 12.2 shall not prevent a Party from initiating litigation in order to toll an applicable statute of limitations, seeking injunctive relief to prevent irreparable harm, or seeking specific performance as provided by this ESA.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE SUPPLIER

Up to and at the Point of Delivery, Competitive Supplier shall indemnify, defend and hold harmless the Aggregator the Aggregator's officers, employees, agents, representatives and independent contractors ("Aggregator Indemnified Parties") from and against any and all costs, claims, liabilities, damages, losses, expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising from claims, causes of action, suits or judgments ("Claim"), incurred by, on behalf of or involving any one of the Aggregator Indemnified Parties to the extent arising from or in connection with third party claims alleging (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions or omissions (where there is a duty to act) of the Local Distributor, the Aggregator or its employees or agents (including CPG), or (ii) Competitive Supplier's actions or omissions (where there is a duty to act) taken or made in connection with Competitive Supplier's performance of this ESA that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the Aggregator, to investigate, handle, respond to, and defend any such Claim at Competitive Supplier's expense arising under this Article 13.1, and in that event, Competitive Supplier shall assume sole control and authority to defend, appeal and/or or settle the Claim through reputable independent counsel of its own choosing. The Aggregator Indemnified Party(ies) and the Competitive Supplier shall reasonably cooperate in the defense of any Claim. Notwithstanding the foregoing, the Aggregator Indemnified Party(ies) may participate in the defense of any Claim through its own counsel at its own expense. The Competitive Supplier shall give prompt written notice to such Aggregator Indemnified Party(ies) of any proposed settlement of an indemnified Claim. The Competitive Supplier may not, without prior written consent of the Aggregator Indemnified Party(ies), which shall not unreasonably withheld, conditioned, or delayed, settle or compromise any Claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder. The foregoing is in addition to and not in limitation of any other remedies available to an Aggregator Indemnified Party.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If an Aggregator Indemnified Party seeks indemnification pursuant to this Article 13, it shall notify Competitive Supplier of the existence of a Claim, or potential Claim as soon as practicable after learning of such Claim, or potential Claim, describing with reasonable particularity the circumstances giving rise to such claim. If requested by the Aggregator Indemnified Party pursuant to Article 13.1, upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses which are or would otherwise be available to the Aggregator Indemnified Party.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13 shall survive the termination of this ESA.

13.4 DUTY TO MITIGATE

All Parties agree that, in accordance with Massachusetts law, they have a duty to mitigate damages and covenant that they will use reasonable efforts to mitigate any damages they may incur as a result of any other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE SUPPLIER

As a material inducement to the Aggregator's execution of this ESA, the Competitive Supplier hereby represents and warrants to the Aggregator as of the Effective Date of this ESA as follows:

a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;

b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

c) the execution, delivery and performance of this ESA by the Competitive Supplier 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 Governmental Rule applicable to it;

d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Aggregator in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;

e) no Bankruptcy is pending against it or to its knowledge threatened against it;

f) To the best of its knowledge, none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Aggregator pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate;

h) the Competitive Supplier is a Forward Contract Merchant.

14.2 BY THE AGGREGATOR

As a material inducement to the Competitive Supplier's execution of this ESA, the Aggregator hereby represents and warrants to Competitive Supplier as of the Effective Date of this ESA as follows:

a) this ESA constitutes the legal, valid and binding obligation of the Aggregator enforceable in accordance with its terms;

b) the execution, delivery and performance of this ESA are within the Aggregator's powers, have been or will be duly authorized by all necessary action;

c) the Aggregator has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

d) the Aggregator is authorized and empowered by the provisions of G.L. c. 164, § 134, to organize and implement the Program and has taken all action necessary to establish the Program;

e) the Aggregator has the authority to act on behalf of the Participating Consumers as contemplated by this ESA;

f) to the best of its knowledge, none of the documents or other written information furnished by or on behalf of the Aggregator or its agent(s) pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

g) no Bankruptcy is pending or threatened against the Aggregator nor is the Aggregator contemplating Bankruptcy;

ARTICLE 15 INSURANCE

To help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, throughout the term of this ESA, commercial general liability insurance of no less than $1,000,000 combined single limit and excess liability coverage of no less than $3,000,000 with insurers and with the Aggregator named as additional insured. Competitive Supplier shall provide the Aggregator with evidence, reasonably satisfactory to the Aggregator, of its required insurance hereunder, upon request.

ARTICLE 16 CONFIDENTIALITY

Notwithstanding anything to the contrary in this Article 16, nothing in this Article 16 shall be interpreted to prevent, delay or interfere with the Aggregator's acting in accordance with the provisions of M.G.L. Chapter 4, Section 7, and M.G.L. Chapter 66, Section 10, and other applicable statutes (collectively, the "Public Records Law"), if any, relative to any requests for public information concerning this ESA received from a third party.

To the extent consistent with the Public Records Law, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates, employees, or contractors) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of

competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. Notwithstanding the foregoing or anything to the contrary in this Article, the Party receiving confidential or proprietary information shall have no obligation with respect to such information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding information; (iv) was independently developed by the receiving Party without reference to the information; (v) is required to be publicly reported under any U.S. or state securities law; or (vi) is not exempt from disclosure under the Public Records Law.

Either Party may disclose the terms of this ESA to its affiliates, and to its and officers, directors, employees, attorneys, accountants, and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA, and otherwise to entities that have executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

If either Party is compelled to disclose any confidential information of the other Party, the disclosing Party shall request in writing that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use Commercially Reasonable efforts to protect or limit disclosure with respect to commercially sensitive terms. In addition, notwithstanding the public records laws referenced above, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information to enable the other Party, at its cost and expense, to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resolve the scope of any required disclosure. In the event the Competitive Supplier requests the Aggregator's assistance in protecting the confidentiality of its information and the Aggregator anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it continues to request the Aggregator's assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated amount, reasonably incurred by the Aggregator in connection with such efforts.

For the avoidance of doubt, subject to the public records laws referenced above (but including a Party's right to have information remain confidential under such public records law), the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

a) any account information related to the Participating Consumers including, without limitation, account number, historic usage data, metering, and billing and payment information;

b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;

c) any list of Participating Consumers;

d) any information disclosed by a Party during any settlement discussions;

e) Competitive Supplier's insurance policies;

f) any financial security instrument(s) provided by Competitive Supplier, including, but not limited to any guaranty or letter of credit;

g) any non-public (as defined under the Public Records Law) information provided by Competitive Supplier; and

h) any information which either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

ARTICLE 17 CHANGE IN LAW

If, after the Effective Date, a Change in Law occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party of this ESA, the affected Party shall send written notice to the other Party, setting forth the Change in Law or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Any Department-approved changes to the Local Distributor's Purchase of Receivable ("POR") Plan originally approved by the Department pursuant to D.P.U. 10-53 shall be deemed a Change in Law. For the purposes of clarity, periodic changes to the purchase of receivable discount rate and timing of payments filed by the Local Distributor and approved by the Department shall not constitute a Change in Law hereunder. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this ESA to mitigate such effect. Alternatively, if as a direct result of such a Change in Law or New Taxes, the Competitive Supplier incurs additional, material costs in performance of its obligations under this ESA, the Competitive Supplier shall provide a written notice to the Aggregator that documents: a) the effective date of the Change in Law or New Taxes; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Change in Law or New Taxes; c) the timing of the cost impact to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; and e) a proposed plan for coordinating with the Local Distributor for an increase in the price per kWh that is billed by the Local Distributor, designed to reimburse the Competitive Supplier for such cost impact. If the Aggregator and the Competitive Supplier cannot agree on the amendment to this ESA or reimbursement contemplated by this section, the matter shall be subject to dispute resolution in accordance with Article 12.2. In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

ARTICLE 18 MISCELLANEOUS

18.1 ASSIGNMENT

Competitive Supplier shall not assign its rights and privileges under this ESA without the prior written approval of the Aggregator. Such approval may be denied at the reasonable discretion of the Aggregator if it determines that the proposed assignee does not have at least the same ability to perform and the same financial ability as the Competitive Supplier. Notwithstanding the

foregoing, the Competitive Supplier may assign this ESA without the consent of Aggregator to (i) an affiliated entity under common control or management with Competitive Supplier, (ii) Competitive Supplier's corporate parent, (iii) the surviving entity in a merger or consolidation in which it participates, or (iv) a purchaser of all or substantially all of its assets, with advance written notice to Aggregator so long as (i) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA in a form reasonably satisfactory to the Aggregator, (ii) any pending Events of Default have been cured by Competitive Supplier, and (iii) the proposed assignee's credit rating is equal to or better than that of the Competitive Supplier as of the effective date of such assignment. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

Dynegy Energy Services East, LLC
Attn: Sam Morgan
Samuel.Morgan@vistracorp.com
(781) 264-1928

Dynegy Energy Services East, LLC
Attn: Retail Contract Management 379
6555 Sierra Drive
Irving TX 75039
ContractLegal12@vistraenergy.com

If to Aggregator:

Mr. Mark Cappadona
Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, Massachusetts 01752
(508) 485-5858 (phone)
(508) 485-5854 (fax)
mark@colonialpowergroup.com

With a Copy To:

Mr. John Curran, Town Manager
Town of Tewksbury
1009 Main Street
Tewksbury, MA 01876
(978) 640-4300

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any Party may change its address and contact person for the purposes of this Article 18.2 by giving notice thereof in the manner required herein.

18.3 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Aggregator in the manner set forth in Article 18.2. In the event that the name or telephone number of any such contact person for the Aggregator changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.2.

18.4 ENTIRE ESA; AMENDMENTS

This ESA and the Related Documents constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

18.5 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after obtaining knowledge of the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If any event of Force Majeure continues for a period of ninety (90) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that such termination by either Party shall not constitute a default under this ESA and shall not give rise to any liability to either Party.

18.6 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorneys' fees and expenses.

18.7 NO JOINT VENTURE

Competitive Supplier will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Aggregator and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.8 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

18.9 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. A PDF of a signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18.10 THIRD PARTIES

The Retail Price(s) for All-Requirements Power Supply as set out in the then effective Price and Term Appendix shall include (i) a Consultant Services Fee, payable by the Competitive Supplier to CPG, and (ii) if applicable, an Municipal Services Fee payable by Competitive Supplier to the Aggregator. Competitive Supplier shall make monthly Consultant Services Fee and Municipal Services Fee payments on behalf of Participating Consumers over the Term of this ESA by multiplying the applicable rate by the actual usage of Participating Consumers for which payment has been received by the Competitive Supplier. Notwithstanding anything to the contrary in this ESA, the Consultant Services Fee payable hereunder is subject to the terms and conditions of any certain broker agreement between Competitive Supplier and CPG, if applicable. Competitive Supplier acknowledges the payment obligation set forth in this provision is a material obligation of Competitive Supplier during the term of this ESA. The Consultant Services Fee payment and Municipal Services Fee payment, if applicable, shall be paid by the end of the subsequent calendar month following receipt by Competitive Supplier of payments by Participating Consumers. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as otherwise set forth under the ESA, there shall be no other third-party beneficiaries to this ESA.

18.11 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

18.12 CO-OPERATION

In the event this ESA requires approval from the Department, each Party agrees to use Commercially Reasonable efforts to cooperate in seeking to secure such approval, and in the case of Aggregator, shall direct CPG or its successor to use Commercially Reasonable efforts to comply with this provision.

18.13 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms as it exists on the Effective Date, is incorporated into this ESA by reference, and that it shall be construed harmoniously with this ESA

to the greatest practicable extent; notwithstanding the foregoing, but subject in all events to Governmental Rules, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Aggregator will provide advance notice of any proposed amendments to the Plan to Competitive Supplier and thereafter provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.4 of this ESA.

18.14 ADVERTISING LIMITATIONS

18.14.1 Advertising and Marketing

The Parties agree not to use the name of the other Party or make any reference to the other Party without the prior written consent of the other Party (which may be via email) in any advertising or marketing materials. Any proposed use of the name of a Party must be submitted in writing for agreement and prior approval. The Parties may elect to collaborate to prepare pre-approved marketing for the Aggregator or for the Competitive Supplier to utilize during the Term of this ESA without approval for each usage.

18.14.2 Trademark and Trade Name

The Aggregator acknowledges that either the Competitive Supplier or Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Aggregator hereunder, and the Aggregator agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.15 PRESS RELEASES

The Parties shall not issue a press release or make any public statement with respect to this ESA without the prior written agreement of the other Party with respect to the form, substance and timing thereof, except either Party may make any such press release or public statement when the releasing Party is advised by its legal counsel that such a press release or public statement is required by law, regulation or stock exchange rules, provided however, in such event, the Parties shall use good faith efforts to agree as to the form, substance and timing of such release or statement.

18.16 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only and are not to be considered in construing this ESA.

18.17 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Aggregator or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

18.18 REMEDIES

18.18.1 General

Subject to the limitations set forth in Article 18.18.2 below and Article 4, the Aggregator and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

18.18.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS ESA OR THE COMPETITIVE SUPPLIER'S PERFORMANCE HEREUNDER. THE COMPETITIVE SUPPLIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO A PARTICIPATING CONSUMER'S EQUIPMENT OR FACILITIES.

18.18.3 Jury Trial Waiver

TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ESA. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS ESA.

18.19 INTERPRETATION

Where (i) the terms of a particular provision expressly identifies such provision as essential or material and (ii) the breach of the provision would be an Event of Default, the omission of similar terms in other provisions of this ESA shall not be interpreted to mean that such other provisions are not essential or material, or that a breach of such other provisions would not be a material breach or Event of Default.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this ESA and have authority to legally bind the entity for which they are respectively signing.

COMPETITIVE SUPPLIER

By: Gabriel R Castro
~~Gabriel R Castro (Sep 2, 2026 15:07:32 CDT)~~

Name: Gabe Castro

Title: SVP, Business Markets

Dated: 9/2/2026

TOWN

By:

Name: John Curran

Title: Town Manager

Dated: 9/2/25

EXHIBIT A
Enrollment and Pricing Procedures

Enrollment procedures

	Residential	Commercial	Industrial	Large Industrial
Initial Eligible Consumers at Program Launch **{if applicable}**	• Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice			
New Eligible Consumers	• Will be initially placed on Basic Service • Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice • May request enrollment at any time after becoming eligible.			• May request enrollment at any time after becoming eligible
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	• May request re-enrollment at any time			
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	• May request enrollment at any time			

Pricing procedures

	Residential	Commercial	Industrial	Large Industrial
Initial Eligible Consumers at Program Launch	• Program rate for standard product			
New Eligible Consumers	• Program rate for standard product			• Then-current market price for product selected
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	• Program rate for product selected			• Then-current market price for product selected
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	• Program rate for product selected			• Then-current market price for product selected

APPENDIX A

FORM OF PRICE AND TERM APPENDIX NO. 1
Tewksbury's Community Choice Power Supply Program

This Price and Term Appendix shall establish the Delivery Term and Retail Prices to be charged to Participating Consumers during the Delivery Term (as defined below) regarding the sale/purchase of All-Requirements Power Supply specified herein under the terms and conditions under the Electric Service Agreement ("ESA") with a reference date of **September 2, 2026** between Competitive Supplier and the Aggregator, as specified and modified herein.

1. **Retail Price by Rate Classification:** The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term.

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard product unless they opt-out.]

Rate Class	Retail Price $/kWh
Residential	$ 0.16350
Commercial/Streetlight	$ 0.16350
Industrial	$ 0.16350

OPTIONAL PRODUCT A

[Eligible Consumers will only be enrolled in optional product A if they elect it.]

Rate Class	Retail Price $/kWh
Residential	$ 0.16535
Commercial/Streetlight	$ 0.16535
Industrial	$ 0.16535

OPTIONAL PRODUCT B

[Eligible Consumers will only be enrolled in optional product B if they elect it.]

Rate Class	Retail Price$/kWh
Residential	$ 0.17260
Commercial/Streetlight	$ 0.17260
Industrial	$ 0.17260

2. **Terms for System Supply Service**

(a) Delivery Term: The Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of **December 2026** (the "Delivery Term Start Month") (billed in arrears, therefore the **January 2027** billing statements) and

terminating with the Participating Consumers' first meter read dates for the month of **December 2028** (the "Delivery Term End Month") (final bill, therefore the **December 2028** billing statements).

(b) Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

3. Product Definition(s)

The table below defines each Product set out in Section 1 of this Price and Term Appendix, including the type and quantity of any Voluntary Renewable Energy included in each Product, as applicable.

		Quantity	
Product	**Voluntary Renewable Energy**	**% of Program Load**	**Alternate Description**
Standard Product	n/a		
Optional Product A	MA Class I	5%	
Optional Product B	MA Class I	25%	

4. Renewable Energy Obligations

a) The Retail Prices set out in Section 1 of this Price and Term Appendix are inclusive of all Renewable Energy Obligations as of the signature date below.

b) The table below defines the Party responsible for specific components of the Renewable Energy Obligations for each of the Products defined in Section 1 of this Price and Term Appendix.

Product	**Renewable Energy Standards**	**Voluntary Renewable Energy**
Standard Product	Competitive Supplier	n/a
Optional Product A	Competitive Supplier	Competitive Supplier
Optional Product B	Competitive Supplier	Competitive Supplier

c) Competitive Supplier shall create and manage a Program GIS Account pursuant to Article 5.4.1 of this ESA.

5. **All-Requirements Power Supply**

   For the purposes of clarity, all Retail Prices set out in Section 1 of this Price and Term Appendix include all costs incurred by Competitive Supplier in relation to: (a) the ISO-NE Day-Ahead Ancillary Services Initiative ("DASI") as approved by FERC in ER24-275-000 on January 29, 2024, and (b) all capacity market costs including, if applicable, the redesigned ISO-NE capacity market as approved by FERC and administered by ISO-NE to go into effect starting June 1, 2028.

6. **Consultant Services Fee:** Competitive Supplier shall include the Consultant Services Fee in the Retail Prices for each Product and Competitive Supplier shall pay to CPG the volumetric fee set out below multiplied by Participating Consumers' metered usage. Notwithstanding the foregoing, any payment due to CPG pursuant to this ESA shall be contingent upon Competitive Supplier being paid the owed Monthly Distributions. Competitive Supplier shall be permitted to claw-back any payments for Monthly Distributions owed to Competitive Supplier for which Competitive Supplier has not received payment pursuant to Section 5.4.2(e) by retaining the Consultant Services Fee.

   Consultant Services Fee: $0.0010/kWh

7. **Municipal Services Fee:** Competitive Supplier shall include the Municipal Services Fee, in the Retail Prices for each Product and Competitive Supplier shall pay to the Aggregator the following volumetric fee multiplied by Participating Consumers' metered usage:

   Municipal Services Fee: $0.0000/kWh

8. **Consumer Awareness Costs:**

   Initial Opt-Out Notice: The Competitive Supplier shall conduct an opt-out mailing as directed by the Aggregator in a timeframe necessary for service to begin for Initial Eligible and New Eligible Consumers on the Delivery Term Start Date pursuant to Article 3.2 of the ESA.

   Program Promotions: The Program Promotions Cap pursuant to Article 3.4 of the ESA is [$00,000.00]/calendar year.

9. **Ratification of the Terms and Conditions of the ESA**

   a) Except as expressly amended or waived by this Price and Term Appendix, the terms, conditions, covenants, agreements, warranties and representations contained in the ESA are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

   b) Nothing in this Price and Term Appendix shall, or shall be construed to, alter or amend any other Price and Term Appendices.

10. Counterparts: This Price and Term Appendix may be executed in counterparts, all of which together shall constitute one and the same instrument. This Price and Term Appendix constitutes part of and is subject to the terms and provisions of the ESA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Price and Term Appendix on their behalf, which will be effective upon signature of the Parties. If the Parties sign on different dates, then it will be effective on the later date of signature.

COMPETITIVE SUPPLIER

By: Gabriel R Castro
Gabriel R Castro (Sep 2, 2026 15:07:32 CDT)

Name: Gabe Castro

Title: SVP, Business Markets

Dated: 9/2/2026

TOWN

By:

Name: John Curran

Title: Town Manager

Dated: 9/2/26

Stacy Farrar

APPENDIX B

MONTHLY CONSULTANT SERVICES FEE PAYMENT REPORT TEMPLATE
[Consultant Payment/Usage Details]



2024 COMMISSION
- DPU REPORT - Upc

APPENDIX C

WEEKLY ENROLLMENT REPORT TEMPLATE



2024 ENROLLMENT REPORT.xlsx

APPENDIX D

WEEKLY REJECTION REPORT TEMPLATE

2024 REJECTION REPORT.xlsx