

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

This Sales Confirmation is entered on **October 1, 2020** ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and **MID-OHIO EDUCATIONAL SERVICE CENTER** ("Customer") (collectively referred to as the "Parties") pursuant to and subject to the Master Electric Energy Sales Agreement dated **8/23/19** by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the January 2024 Billing Cycle. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) if Engie and P4S has amended and extended the Affinity Agreement, executing an agreement with ENGIE for new terms and conditions of service or ii) transferring to another competitive supplier. In the event Customer does not timely exercise one of the options specified, ENGIE shall submit a request to Customer's utility to transfer Customer's service to the applicable default service provider, in accordance with the utility guidelines. In the event the utility does not timely transfer Customer's account(s) to default service by the Utility Transfer Date immediately following the End Date, service by ENGIE shall continue until such transfer(s) are complete. For service after the End Date but prior to the transfer to default service, Customer shall pay ENGIE the real-time index price, plus a per kWh post-term charge, plus any applicable non-utility charges, and other ISO charges or administrative fees. Taxes and Utility Related Charges are additional.

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

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

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

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

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

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

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

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

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

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

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

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

Facilities, Accounts and Quantities: See Attachment A.

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

Miscellaneous:

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

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

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

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

On-Site Customer Generation: The Contract Price is conditioned upon Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity or educational tools for student development that do not produce material quantities of generation, Customer does not currently operate on-site generation or thermal storage facilities. Customer's installation and operation of on-site generation or thermal storage during the Transaction Term shall not be prohibited or a violation of this provision; provided, however, Customer shall

provide ENGIE with notice regarding the size, operating characteristics, and installation schedule of the contemplated generation within a commercially reasonable time prior to the operation start date. If such operation causes a decrease in excess of twenty percent (20%) below in the net monthly consumption volume across all facilities served pursuant to this Sales Confirmation (per the initial Monthly Anticipated Consumption table on Attachment A), ENGIE may calculate in a commercially reasonable manner the value of any economic loss resulting from the reduced load caused by such operations and such shall be due from Customer to ENGIE.

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

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

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

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

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

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

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

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

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

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

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

This offer is contingent on acceptance by the Utility of the enrollment of Customer with ENGIE. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with ENGIE; 2) Customer has Read the Terms & Conditions of this Agreement and agrees to be bound by them; 3) Customer authorizes ENGIE to enroll the Account(s) listed in Attachment A with the Utility which will allow ENGIE to provide retail electricity; and 4) Customer authorizes Power4Schools ("P4S"), its designated consultants and P4S's selected legal counsel, to represent Customer in connection with all matters, including legal proceedings, related to this Agreement, which is entered into pursuant to P4S' Master Agreement to Provide Service to an Affinity Group.

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

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

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources	Accounts are billed by Utility Consolidated Billing. All payments & charges will be found on your Utility Bill.
STREET ADDRESS:			1990 Post Oak Blvd.	
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	

*Required Information

Customer: MID-OHIO EDUCATIONAL SERVICE CENTER
Effective Date: 10/1/2020
Agreement #: 1-11QDYSB,1
PR #: 1-109KXC0,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

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

Product: Fixed W/ Loss Multiplier

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	890 W 4TH ST	MANSFIELD, OH 44906-4906	RICHLAND	ATSIOE	FEOHIO_RESID_ AGG (OE)	08030349495000232589	OE-GSD	01/01/2022	12/31/2023
2	890 W 4TH ST	MANSFIELD, OH 44906-4906	RICHLAND	ATSIOE	FEOHIO_RESID_ AGG (OE)	08037517920000754698	OE-GPD	01/01/2022	12/31/2023
3	834 W 4TH ST	MANSFIELD, OH 44906-4906	RICHLAND	ATSIOE	FEOHIO_RESID_ AGG (OE)	08030349490000754695	OE-GSD	01/01/2022	12/31/2023

Add/Delete Tolerance Band:	20
Capacity Settlement:	Monthly
Contract Price (\$/KWh):	0.03129
Index Settlement:	Day Ahead
Loss Multiplier:	1.06249
Pricing Point:	DEFAULT_HUB

Customer: MID-OHIO EDUCATIONAL SERVICE CENTER
Effective Date: 10/1/2020
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ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: FEOHIO_RESID_
AGG (OE)

Month	Year	MWh
Jan	2022	69.22
Feb	2022	64.46
Mar	2022	77.57
Apr	2022	72.60
May	2022	80.17
Jun	2022	85.98
Jul	2022	94.83
Aug	2022	99.92
Sep	2022	86.09
Oct	2022	76.40
Nov	2022	69.76
Dec	2022	69.79
Jan	2023	69.92
Feb	2023	64.50
Mar	2023	77.60
Apr	2023	71.95
May	2023	80.94
Jun	2023	86.13
Jul	2023	94.80
Aug	2023	99.90
Sep	2023	85.25
Oct	2023	76.92
Nov	2023	69.79
Dec	2023	67.99

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ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

ACKNOWLEDGMENT:

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

Signature: _____

Print Name: _____