

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

This Sales Confirmation is entered on April 24, 2023 ("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 August 23, 2019 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

**Transaction Term:** This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the July 2025 Billing Cycle. Customer's options for service beyond the Utility Transfer Date immediately following the End Date, if Engie and P4S have executed an amended and extended Affinity Agreement, include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the default service provider. In the event Customer does not timely exercise one of the options specified, ENGIE shall submit a request to Customer's utility as promptly as possible to transfer Customer's service to the applicable default service provider, in accordance with the utility guidelines and subject to utility timelines. Service by ENGIE shall continue until such utility transfer(s) are complete (the "Post-Term Period"). For service during the Post-Term Period, Customer shall pay an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge, plus all non-utility charges, including ancillary services, losses, costs, and all other ISO charges or administrative fees incurred in connection with delivery of energy. Taxes and Utility Related Charges are additional and are separately listed in the Customer invoice. The Post-Term Charge is **\$0.006/kWh** charge of electric energy consumed. The Post-Term Charge may include a broker fee.

**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:**

**Utility Consolidated Billing (UCB).** ENGIE shall utilize the applicable local utility to distribute Customer invoices through utility consolidated billing. Customer will receive an invoice from Customer's local utility that includes ENGIE's monthly electric energy service costs, utility related charges, and all applicable taxes. Customer shall comply with the billing and payment requirements of the local utility.

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

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

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

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

**On-Site Customer Generation:** The Contract Price is conditioned upon Customer’s representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity or educational tools for student development that do not produce material quantities of generation, Customer does not currently operate on-site generation or thermal storage facilities. Customer’s installation and operation of on-site generation or thermal storage during the Transaction Term shall not be prohibited or a violation of this provision; provided, however, Customer shall provide ENGIE with notice regarding the size, operating characteristics, and installation schedule of the contemplated generation within a commercially reasonable time prior to the operation start date. If such operation causes a decrease in excess of twenty percent (20%) below in the net monthly consumption volume across all facilities served pursuant to this Sales Confirmation (per the initial Monthly Anticipated Consumption table on Attachment A), ENGIE may calculate in a commercially reasonable manner the value of any economic loss resulting from the reduced load caused by such operations and such shall be due from Customer to ENGIE.

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

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

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

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

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

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

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

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

**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:
<p>CUSTOMER DUNS NUMBER: _____</p> <p>CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____</p> <p><b>Customer:</b> 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.</p>	

	BUSINESS / PRIMARY CONTACT	BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources	<p><b>Payment Address:</b> ENGIE Resources LLC PO Box 841680 Dallas, TX 75284-1680</p>
STREET ADDRESS:			Physical Address – 1360 Post Oak Blvd. Suite 400 Houston, Texas 77056	<p><b>Overnight Address:</b> ENGIE Resources LLC Bank of America Lockbox Services Lockbox 841680 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207</p>
CITY, STATE, ZIP:			Mailing Address – PO Box 841680 Dallas, Texas 75284-1680	<p><b>Electronic Payment:</b> Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207</p>
PHONE #:			1-866-MYENGIE	
FAX #:			(713) 636-0927	
EMAIL:			care@engieresources.com	<p><b>Self-service billing online:</b> MyEngiePortal <a href="https://accounts.engieresources.com">https://accounts.engieresources.com</a></p>

\_\_\_\_ Check here if accounts are tax exempt and send certificates to care@engieresources.com. No exemption is applied until receipt of tax certificates.

Customer: MID-OHIO EDUCATIONAL SERVICE CENTER  
Effective Date: 4/24/2023  
Agreement #: 1-1Z2056B,1  
PR #: 1-1XAL8EY,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

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

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	01/01/2024	06/30/2025
2	834 W 4TH ST	MANSFIELD, OH 44906-4906	RICHLAND	ATSIOE	FEOHIO_RESID_ AGG (OE)	08030349490000754695	OE-GSD	01/01/2024	06/30/2025
3	890 W 4TH ST	MANSFIELD, OH 44906-4906	RICHLAND	ATSIOE	FEOHIO_RESID_ AGG (OE)	08037517920000754698	OE-GPD	01/01/2024	06/30/2025

Add/Delete Tolerance Band:	20%
Capacity Settlement:	Monthly
Contract Price (\$/KWh):	\$.05635
Index Settlement:	Day Ahead
Loss Multiplier:	1.06078
Pricing Point:	DEFAULT_HUB

\_\_\_\_\_(initials) Customer has reviewed and examined the list of facility/services addresses and account numbers for accuracy and verification and confirms that all information is correct and that ENGIE is relying solely on such list/table and Customer acknowledgement for contracting and enrollment purposes.

Customer: MID-OHIO EDUCATIONAL SERVICE CENTER  
Effective Date: 4/24/2023  
Agreement #: 1-1Z2056B,1  
PR #: 1-1XAL8EY,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

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

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

Month	Year	MWh
Jan	2024	65.01
Feb	2024	58.88
Mar	2024	65.36
Apr	2024	51.45
May	2024	51.93
Jun	2024	54.61
Jul	2024	59.75
Aug	2024	59.08
Sep	2024	53.76
Oct	2024	66.85
Nov	2024	63.20
Dec	2024	62.59
Jan	2025	65.12
Feb	2025	56.95
Mar	2025	65.38
Apr	2025	51.55
May	2025	51.79
Jun	2025	55.66

Customer: MID-OHIO EDUCATIONAL SERVICE CENTER  
Effective Date: 4/24/2023  
Agreement #: 1-1Z2056B,1  
PR #: 1-1XAL8EY,1

**ATTACHMENT A: AGREEMENT SUMMARY INFORMATION**

**ACKNOWLEDGMENT:**

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

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

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

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