



MD Matrix Contract Cover Sheet

BEA Information

Legal Entity Name: **Abaris Realty Inc DBA Tanyard Springs HOA**
Contact Name: **Shireen Ambush**
Company E-mail: **sambush@abarisrealty.com**
Primary Phone Number: **301-692-1700**
Secondary Phone Number:
Company Fax:
Sales Representative: **Chris Johnson**

Term Length / Price

Contract Term Length: **24**
Generation / Supply Price: **0.1089**
Start Month / Year: **October/2024**

Addendum A

Billing Address: **7811 Montrose Rd Ste 110;Potomac, MD 20854**
New / Renewal: **Renewal**
Signatory Name (Printed): **Shireen Ambush**
Signatory Title (Printed): **Property Manager**



**BUSINESS ELECTRICITY AUTHORIZATION
MARYLAND COMMERCIAL SALES
Standard Product – No BCA**

SERVICE INFORMATION	
Contract Type: <input type="checkbox"/> Switching Service Provider <input checked="" type="checkbox"/> Renewal	
Business Name ("Customer"): Abaris Realty Inc DBA Tanyard Springs HOA	<i>See Attached Addendum A For Multiple Account Nos., and Service and Billing Addresses</i>
Contact Name: Shireen Ambush Email: sambush@abarisrealty.com Primary Phone: 301-692-1700 Secondary Phone: _____ Fax: [_____] Duns#: _____ Tax ID #: 261778023	
Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.	
Initial Term: 24 Months	Start Month/Year: October/2024

Agreement: This Business Electricity Authorization (the "BEA") and all addenda attached hereto, together with the Electric Supply Terms of Service ("TOS") attached hereto as Exhibit A (version ECOMNEMDTOSNBCA050521MATRIX) will form the electricity sales agreement (collectively, the "Agreement") between NextEra Energy Services Maryland, LLC ("NextEra Energy Services") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA.

Price: St (Customer initials - required)

The Price is \$ **0.1089** per kWh during the Initial Term. Such Price includes the charge for electricity and charges for the following electricity components: congestion, Line Losses (as defined in the TOS), renewable energy credits for any state renewable portfolio standards, generation deactivation, ancillary services, capacity, and Network Integration Transmission Service. Customer shall pay NextEra Energy Services the NextEra Energy Services Electricity Charge as described in the TOS, which, in addition to energy charges, includes any Monthly Base Charge, Pass-Through Charges and Taxes. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment.

Term: This Agreement shall become effective when the BEA is signed by both Parties (the "Effective Date") and shall continue for the Initial Term (as defined in the TOS). After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement, as provided in the TOS, and the EDC successfully switches Customer's Account(s) to another competitive electricity supplier or to the EDC's generation service.

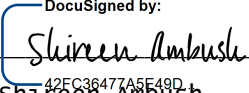
Termination: If Customer terminates this Agreement before the end of the Initial Term, Customer will be assessed the Early Termination Fee or pay NextEra Energy Services damages, as provided in the TOS.

Billing and Payment: Customer will be billed monthly for the NextEra Energy Services Electricity Charge. The EDC will bill for its charges, including the Delivery Charges. If Customer's bill is not paid when due, Customer will be charged the Late Fee and other charges, as provided in the TOS.

Switching Fee: NextEra Energy Services does not charge a fee to switch to its service.

Monthly Base Charge: None.

Authorization and Acknowledgement: Customer hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its electricity supplier and to act as its limited agent to perform the necessary tasks to establish electricity service with NextEra Energy Services. By signing this BEA or by verbal authorization received over telephone (the "Verbal Authorization"), Customer hereby agrees, as of the Effective Date or upon receipt of the Agreement, whichever is later, that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below or the person providing the Verbal Authorization, as applicable, warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. **This Agreement is not valid or binding unless and until signed by both Parties (for written agreements, a facsimile will be accepted as if it were an original) or Customer has provided its Verbal Authorization.**

<p>Business Name: Abaris Realty Inc DBA Tanyard Springs HOA</p> <p>Authorized Signature: _____  <small>42FC36477A5E49D</small> Print Name: <u>Shireen Ambush</u></p> <p>Title: <u>Property Manager</u></p> <p>Date: <u>18-Jun-24 2:28 PM PDT</u></p> <p>→ CUSTOMER: <u>PLEASE INITIAL THE BOX ON PAGE 1</u></p>	<p>NextEra Energy Services Maryland, LLC:</p> <p>Authorized Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Effective Date: _____</p> <p>Sales Representative: Chris Johnson</p>
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**BUSINESS ELECTRICITY AUTHORIZATION
MARYLAND COMMERCIAL SALES**

Addendum A

CUSTOMER NAME: Abaris Realty Inc DBA Tanyard Springs HOA

ACCOUNTS INCLUDED IN AGREEMENT:

EDC Account No.	Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
0573461351	6920 Heritage Xing; Glen Burnie, MD 21060	7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
2107621213	1 Tanyard-Springs Ln; Glen Burnie, MD 21060	7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal
		7811 Montrose Rd Ste 110;Potomac, MD 20854	Renewal

Customer Initials: DS

 NextEra Energy Services Initials: _____

Date: 18-Jun-24 | 2:28 PM PDT
 Date: _____

Exhibit A

NEXTERA ENERGY SERVICES MARYLAND, LLC ELECTRIC SUPPLY TERMS OF SERVICE

THE FOLLOWING ARE YOUR ELECTRIC SUPPLY TERMS OF SERVICE (“TOS”), which are a part of your Agreement, by and between NextEra Energy Services Maryland, LLC (“NextEra Energy Services”) and Customer.

1. DEFINITIONS:

As used in this Agreement, the following capitalized terms set forth below shall have the respective meanings ascribed to them below:

“Account” means the Customer Account(s) identified in the BEA.

“Agreement” is defined in the BEA and includes any amendments signed by the Parties.

“Average Monthly Bill” means the sum of: (i) the amount that would be due to NextEra Energy Services under the BEA assuming the Customer’s average monthly usage of each relevant Account; provided, that if an average monthly usage cannot be determined due to a limited term of supply by NextEra Energy Services or any other circumstance, such average monthly usage as calculated by NextEra Energy Services; and (ii) any Monthly Base Charge.

“Billing Cycle” means, for each Account, the period between successive monthly meter read dates during the term of this Agreement.

“BEA” means the binding Business Electricity Authorization associated with this TOS, including any addenda and exhibits.

“Change in Law” means a Change in any law, regulation, rule, ordinance, tariff, order or decree by a governmental or quasi-governmental authority or the applicable Regional Transmission Operator (“RTO”)/Independent System Operator (“ISO”) or EDC, including, without limitation, EDC tariffs (including, without limitation, rate class definitions and/or delivery voltage/service level requirements), RTO/ISO rules, interpretations, manuals or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the RTO/ISO), market rules or practices, load profiles, methods by which the EDC or the RTO/ISO calculates usage, nodal and zonal definitions, and/or ISO boundaries. In this context, a “Change” includes, without limitation, any creation, amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, calculation, interpretation or outcome.

“Delivery Charges” means those charges payable by Customer to the EDC for transmission and distribution services provided by the EDC, applicable RTO/ISO, or other third parties.

“Delivery Point” means the point of interconnection between a third-party transmission or delivery system and the EDC transmission or delivery system.

“Early Termination Fee” means an amount equal to (i) for termination of the entire Agreement, two (2) Average Monthly Bills for each Account for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account, two (2) Average Monthly Bills for such terminated or deleted Account for each year or partial year of the remaining Initial Term.

“Effective Date” means is the date the BEA is signed by both Parties (and appears by NextEra Energy Services’ signature in the BEA), or the date of the telephonic third party verification of the Customer’s verbal authorization, as applicable.

“Electric Distribution Company” or “EDC” means a public utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the Account(s) pertain.

“Energy Usage” means Customer’s total metered energy usage for the Account(s) measured in kilowatt hours (“kWh”) for the applicable period, which usage shall be increased by NextEra Energy Services to allow for Line Losses if Line Losses are not expressly included in the Price set forth in the BEA.

“Holdover Period” means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

“Holdover Price” means the price per unit for electricity delivered during the Holdover Period. The Holdover Price can change without advance notice to Customer unless advance notice is required by law. To receive current Holdover Price information, Customer must call NextEra Energy Services toll free at 877-528-2890 during NextEra Energy Services’ normal business hours.

“Initial Term” means the period commencing on the Effective Date and continuing to the meter read date of the billing month which occurs those number of months set forth for the Initial Term in the BEA after the Service Commencement Date; provided, that if the Service Commencement Date is delayed past the Start Month, the Initial Term shall still expire in the same billing month as if the Service Commencement Date not been delayed past the Start Month.

“ISO” means the independent system operator with responsibility for grid reliability, including PJM, MISO, ISO-NE, and NYISO, as applicable.

“Line Losses” shall mean a loss factor provided by the EDC or, if one is not available, one determined by NextEra Energy Services.

“Late Fee” means a fee of one and one-half percent (1.5%) per month for the first and second month, and two percent (2%) thereafter, or the maximum rate permitted by law, whichever is lower, assessed on invoices for the NextEra Energy Services Electricity Charge that are not paid when due.

“Monthly Base Charge” means (i) for the Initial Term, a fixed monthly charge per EDC Account number, if any, as set forth in the BEA, and (ii) for the Holdover Period, a monthly charge per EDC Account number. To receive current Monthly Base Charge information for the Holdover Period, Customer must call NextEra Energy Services toll free at 877-528-2890 during NextEra Energy Services’ normal business hours.

“NextEra Energy Services Electricity Charge” means the sum of: (i)(a) an amount equal to the product of the Price and Energy Usage during a Billing Cycle for a standard product, if applicable; (b) the amount due pursuant to the “Billing” Section of the BEA of the index product, if applicable; or (c) the amount due as the product of the Holdover Price and all Energy Usage, if applicable; (ii) any specified charges set forth in the BEA; (iii) any Monthly Base Charge; (iv) any Pass-Through Charges; and (v) Taxes.

“Party” means either NextEra Energy Services or Customer, and “Parties” means both NextEra Energy Services and Customer.

“Pass-Through Charges” means new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity including, without limitation, those in connection with any additions or deletions of Accounts (if applicable), MAC Events or Change in Law events, all of which are passed through to Customer by NextEra Energy Services.

“PJM” means PJM Interconnection, LLC.

“Price” means the unit price for electric service provided to Customer by NextEra Energy Services during the Initial Term, as set forth in the BEA.

“RTO” means the regional transmission operator with responsibility for coordination, control and monitoring the electric grid, including PJM, MISO, ISO-NE, and NYISO, as applicable.

“Service Commencement Date” means the meter read date during or after the Start Month on which the LDU successfully switches each Account(s) to electric generation supply from NextEra Energy Services; provided that, in the case of electric generation supply already being provided by NextEra Energy Services to Customer, the Service Commencement Date means the meter read date during or after the Start Month.

“Start Month” is the calendar month/year specified in the BEA.

“Taxes” means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

2. SERVICES. During the Initial Term and any Holdover Period, NextEra Energy Services shall provide Customer’s full electricity requirements for the Account(s) specified in this Agreement, and Customer shall obtain its full electricity requirements for such Account(s) exclusively from NextEra Energy Services on the terms and conditions specified in this Agreement. Notwithstanding the foregoing, NextEra Energy Services shall be under no obligation to supply any Accounts under a residential rate class and, if NextEra Energy Services does supply such Accounts, Customer hereby represents and warrants to NextEra Energy Services that such Accounts are used for commercial or governmental purposes.

3. CUSTOMER INFORMATION. Customer hereby authorizes NextEra Energy Services to obtain or access from the EDC and/or Customer current and historical electricity cost and usage data of Customer, Customer’s payment and credit history, and other information generally relevant to the supply and associated services to be supplied under this Agreement. Customer agrees to provide additional documentation regarding such authorization as requested by NextEra Energy Services. Customer agrees, upon request, to provide NextEra Energy Services with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as NextEra Energy Services may reasonably require to provide electric service pursuant to this Agreement. Customer’s expected energy usage for the Accounts may change for various reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel of facilities, new construction, applications for new construction permits, participation in demand response programs, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer shall provide NextEra Energy Services at least thirty (30) days’ advance notice whenever it believes that it will experience a “MAC Event,” as defined below, and shall provide good faith estimates of the associated usage change. As used in this Agreement, a “MAC Event” shall be deemed to have occurred when monthly aggregate usage of the Accounts, for two (2) or more consecutive months, is either less than eighty percent (80%) or greater than one hundred twenty percent (120%) of the usage reasonably expected by NextEra Energy Services for such months. Irrespective of whether Customer has provided notice to NextEra Energy Services, Customer shall pay NextEra Energy Services the full amount of any losses, and/or new or increased costs and charges, reasonably associated with each MAC Event. Such losses, and/or costs and charges, may be charged to Customer as Pass-Through Charges.

4. ENROLLMENT NextEra Energy Services shall use commercially reasonable efforts to promptly enroll Customer’s Account(s) with the EDC in accordance with the intended Service Commencement Date, and Customer agrees to take steps to cooperate with NextEra Energy Services’ efforts to perform such enrollment. NextEra Energy Services shall not be held liable to Customer for delay or failure in enrolling Customer’s Account(s) if such delay or failure was due to any cause beyond NextEra Energy Services’ control. Further, notwithstanding any provision in the Agreement to the contrary, it is possible that, for various reasons such as the Account is not existing, the Account is not active or the Account is not the “first in”, some or all the Accounts cannot be enrolled. All such un-enrolled Account(s) shall be subject to payment of the Early Termination Fee (or damages, if greater) by Customer. NextEra Energy Services shall not be required to serve such un-enrolled Account(s). If any such un-enrolled Account(s) are subsequently enrolled during the Initial Term, such subsequently enrolled Account(s) shall be automatically added to service under this Agreement without an amendment hereto (i.e., an amendment signed by both Parties).

5. TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date, with service commencing for each respective Account(s) on the Service Commencement Date, and shall continue for the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates this Agreement upon at least thirty (30) days written notice, in which event such termination shall be effective after the noticed termination date on the date on which the EDC successfully switches Customer's Account(s) to another competitive electricity supplier or to the EDC's generation service.

6. PRICING. The Price for electric supply provided to Customer by NextEra Energy Services during the Initial Term is set forth in the BEA and subject to any adjustments set forth in this Agreement. Depending on the bill format, certain Pass-Through Charges, such as those arising from a Change in Law event, may appear on the bill as a separate line item or an increase to the Price shown on the bill.

The unit price for electricity during the Holdover Period shall be the Holdover Price, not the Price. The Holdover Price is a variable price and determined by NextEra Energy Services in its sole discretion. The Holdover Price can be based on a variety of factors, and is not solely driven by current and future market prices or risks. The Holdover Price can change without prior notice to Customer unless required by law. In some cases, the Holdover Price may vary significantly from the Price charged during the Initial Term of this Agreement. The following are some, but not all, of the material factors that can influence NextEra Energy Services' determination of the initial Holdover Price and any subsequent changes to the Holdover Price: (i) the current and future expected prices for wholesale electric supply (including an analysis of the supply and demand factors affecting these prices, if desired) and NextEra Energy Services' desired risk premiums on any pricing; (ii) NextEra Energy Services' supply position in the market and its comfort level with respect to those positions; (iii) NextEra Energy Services' expected gross margin, target gross and profit margins, and desired revenues; (iv) NextEra Energy Services' customer counts and attrition; and/or (v) the prices charged by competitors, and the EDC.

7. BILLING AND FEES. Each month, Customer shall pay the NextEra Energy Services Electricity Charge (as defined herein). Unless the Parties agree in writing to alternate payment arrangements, Customer consents to be billed monthly for services provided hereunder through one of the following billing options, as permitted by law, at NextEra Energy Services' discretion: (i) Customer will receive one invoice from the EDC that includes the NextEra Energy Services Electricity Charge, the Delivery Charges and applicable Taxes, (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from NextEra Energy Services for the NextEra Energy Services Electricity Charge and one from the EDC for the Delivery Charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer will make payments directly to the EDC pursuant to the applicable EDC tariff. Under the Dual Billing Option, payments are due to NextEra Energy Services within sixteen (16) days from the date of the invoice. If, under the Consolidated Billing Option or Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge made by Customer to NextEra Energy Services or to the EDC is late under the applicable payment terms, Customer may be assessed the Late Fee and its delinquent balances may be reported to a credit agency. Further, in addition to any other rights of NextEra Energy Services hereunder, if, during the Dual Billing Option, any payment for the NextEra Energy Services Electricity Charge is late under the applicable payment terms, then NextEra Energy Services shall have the right, without prior notice to the customer, to convert all billing hereunder to the Consolidated Billing Option and convert the Price as necessary, on a commercial reasonable basis, to a fixed price sufficient to enable such Consolidated Billing. NextEra Energy Services may apply any credit balance on a particular Account to a balance owed on any other Customer Account. NextEra Energy Services may assess a twenty five dollar (\$25) fee against any transaction not processed due to insufficient funds or credit availability for any method of payment, including checks, bank drafts or credit card. If the EDC fails to timely obtain or transmit a meter reading, NextEra Energy Services will issue or cause to be issued a bill to Customer based on its estimated Energy Usage and charges during the Billing Period. NextEra Energy Services will include or cause to be included in any subsequent bill from NextEra Energy Services, adjustments related to previous billings, including estimates, previous billing errors, meter read errors, or other errors or omissions. In the event that Customer disputes a bill for the NextEra Energy Services Electricity Charge, Customer must pay any undisputed portion of the bill by the due date specified in the applicable payment terms. If the unpaid, disputed portion of the bill is subsequently resolved in favor of NextEra Energy Services, the Late Fee will be applied to such unpaid amounts. Pass-Through Charges will be passed-through to Customer on a load ratio share basis, allocated as set forth in this Agreement or, if neither are applicable, as reasonably determined by NextEra Energy Services based on the charge and circumstances involved.

8. CREDIT AND DEPOSIT REQUIREMENTS. NextEra Energy Services reserves the right to request a credit history on an applicant for service prior to offering service and to refuse service to anyone who does not meet NextEra Energy Services' credit standards. If NextEra Energy Services determines, prior to offering service or at any time during the term of this Agreement, that Customer's credit is unsatisfactory, NextEra Energy Services has the right to require Customer to make alternate payment or credit arrangements to ensure prompt payment of amounts owed or otherwise payable under this Agreement including, without limitation, the posting of an initial or subsequent security deposit, or an increase in the amount of any deposit. In addition, if Customer's Energy Usage increases during the term of this Agreement, NextEra Energy Services may require a security deposit or an increase in the amount of an existing security deposit.

9. DISPUTES OR COMPLAINTS. Customer should contact NextEra Energy Services at 1.866.319.4392 (toll free) with any questions or complaints regarding its generation service or bills for the NextEra Energy Services Electricity Charge. Customer should contact its EDC directly in the event of a power outage or if Customer has questions regarding the Delivery Charges on its bill. If Customer is not satisfied with the result of this process, Customer may also contact the Maryland Public Service Commission at 1.800.492.0474 or via the internet at <http://www.psc.state.md.us/psc/index.htm>.

10. TERMINATION OF AGREEMENT BY CUSTOMER. If Customer terminates this Agreement, in whole or as relating to any single Account(s), before the end of the Initial Term, Customer shall pay NextEra Energy Services the Early Termination Fee. In the event that Customer terminates this Agreement as provided for in this Section, Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including Late Fees, if applicable. Should NextEra Energy Services incur damages greater than the Early Termination Fee as a result of such termination of this Agreement by Customer before the end of the Initial Term, Customer shall pay to NextEra Energy Services such damages. Such damages will be calculated based upon the net present value of the product of (i) the difference between the Price and the market prices that are commercially available to NextEra Energy Services for the same quantities of energy which would have been supplied hereunder for the remainder of the Initial Term, and (ii) the estimated Energy Usage by Customer, as determined by NextEra Energy Services, during the remainder of the Initial Term. To determine "market prices," as used above, NextEra Energy Services may consider, among other things, settlement prices of applicable NYMEX power futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include NextEra Energy Services and/or its affiliates, all as commercially available to NextEra Energy Services and all as adjusted for the length of the remaining Initial Term and differences in transmission costs and volume. NextEra Energy Services will not be required to enter into any replacement transaction in order to determine such market prices or actual damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty.

11. TERMINATION OF AGREEMENT BY NEXTERA ENERGY SERVICES. NextEra Energy Services has the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due NextEra Energy Services unless the outstanding balance is less than \$100 and has been delinquent for less than three (3) months; or (ii) fails to post a security deposit under the provisions of the Credit and Deposit Requirements Section herein within ten (10) days of a request for deposit; or (iii) breaches any warranty or representation to NextEra Energy Services; or (iv) defaults on any material obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due; or (vi) enters into a merger with, or sells substantially all of its assets to, another entity that fails to assume Customer's obligations under this Agreement. In the event service is terminated in accordance with this Section, Customer shall pay the Early Termination Fee or, if applicable, damages incurred by NextEra Energy Services as provided in this Agreement. If NextEra Energy Services terminates this Agreement, Customer's electricity will be provided by the EDC under the EDC's applicable generation service tariff unless another competitive electricity supplier has been chosen by Customer.

12. TITLE, RISK OF LOSS AND INDEMNIFICATION. Title and risk of loss to the electricity sold hereunder shall pass from NextEra Energy Services to Customer when it is delivered to the Delivery Point for each Account(s). Customer shall indemnify and defend NextEra Energy Services from all claims for any loss, damage, or injury to persons or property, including without limitation all consequential, incidentals, exemplary, or punitive damages arising from or relating to the distribution or consumption of electricity at and after the point at which the EDC delivers the electricity to Customer's facilities to which the Account(s) pertain.

13. FORCE MAJEURE. In the event that either Party's performance of its obligations under this Agreement, other than payment obligations, is interrupted or delayed by any occurrence not caused by either Party, whether such occurrence is an act of God or public enemy, or whether such occurrence is caused by storm, earthquake, or other natural forces, or by war, riot, public disturbance, labor action, or the acts or omissions of anyone not a Party to this Agreement, then the Party affected by such occurrence shall be excused from such performance and any further performance required under this Agreement for whatever period is reasonably necessary to remedy the effects of that occurrence.

14. CHANGE IN LAW. Notwithstanding any provision in this Agreement to the contrary, if there is one or more Change in Law events and such event, either independently or in conjunction with one or more other events, such as an auction, results in NextEra Energy Services incurring new or increased costs or charges related to providing the supply or services contemplated herein, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges. In calculating the cost or charge, if the increase is not reasonably evident from the Change in Law itself, or if the costs or charges subsequently increase based on another event, including a subsequent auction, NextEra Energy Services may calculate the increase based on the cost or charge incurred after the Change in Law event as compared to NextEra Energy Services' earlier estimates of the relevant cost(s) or charge(s).

15. NON-DISCRIMINATION. NextEra Energy Services does not discriminate against any customer based wholly or partly on race, color, creed, national origin, or sex, of an applicant for service or for any arbitrary, capricious, or unfairly discriminatory reason.

16. REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform this Agreement; (iii) the execution, verbal authorization, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions and do not violate any agreement to which it is a party or any laws or regulations applicable to it; and (iv) the Agreement, when delivered, will be valid and legally binding upon it and enforceable in accordance with its respective terms (subject to equitable defenses). Customer further warrants and represents to NextEra Energy Services that it has full power and authority over the provision of electricity to the facilities to which the Account(s) pertain.

17. DISCLAIMER OF WARRANTY. NEXTERA ENERGY SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE QUALITY OF ELECTRICITY DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT, WHETHER WRITTEN, ORALLY EXPRESSED, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS (OTHER THAN PROFITS TO NEXTERA ENERGY SERVICES EXPECTED BY CUSTOMER'S DUE PERFORMANCE UNDER THIS AGREEMENT) OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE, PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM WILLFUL MISCONDUCT OF ANY PARTY.

19. FORWARD CONTRACT. The Parties agree that this Agreement is a "forward contract" and that NextEra Energy Services is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, (the "Bankruptcy Code") any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code.

20. ATTORNEY'S FEES. If Customer fails to timely pay amounts due under this Agreement and NextEra Energy Services refers Customer's outstanding balance to an attorney or collection agent for collection, or if NextEra Energy Services files a lawsuit in connection with this Agreement, or collects Customer's outstanding balance through

bankruptcy or judicial proceedings, Customer agrees to pay NextEra Energy Services its reasonable fees and expenses (including reasonable attorney's fees) incurred by NextEra Energy Services in connection therewith.

21. AMENDMENT. This Agreement may not be amended except by a written amendment signed by both Customer and NextEra Energy Services.

22. SEVERABILITY. If any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intended essential purposes of this Agreement are not materially altered.

23. HEADINGS. Headings are for the convenience of the parties and shall be ignored for purposes of interpreting this Agreement.

24. ASSIGNMENT. NextEra Energy Services may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of NextEra Energy Services, which consent shall not be unreasonably withheld. NextEra Energy Services may deny such assignment based on the creditworthiness of the assignee.

25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

26. WAIVER. No waiver by any Party hereto of any one or more of such Party's rights under this Agreement, or waiver of a default by the other Party in the performance of any of the provisions of this Agreement, shall be construed as a waiver of any such right, or any other default whether of a like kind or different nature.

27. GOVERNING LAW OR JURISDICTION. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of Maryland. Each party hereby designates the Maryland state courts of competent jurisdiction or the United States District Court for the District of Maryland as the exclusive courts of proper jurisdiction of any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement.

28. CONFIDENTIALITY. The Parties agree to keep all terms and provisions of this Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies, and (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party. Notwithstanding the preceding provisions of this Section, if Customer's purchase was enabled by a third party broker/consultant, Customer authorizes NextEra Energy Services to disclose to such third party broker/consultant all Customer information until Customer provides written notice to discontinue.

29. LIMITED AGENT. NextEra Energy Services' responsibility as Customer's limited agent is limited to the tasks authorized for NextEra Energy Services to provide the services under this Agreement and does not result in imposition on NextEra Energy Services, and Customer hereby waives, any other duties of any kind or nature, including fiduciary duties which may otherwise arise by operation of law.

30. ENTIRE AGREEMENT. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

31. NOTICES. Any contractual notice required to be given under this Agreement must be delivered to the receiving Party in accordance with the following provisions. A Party may change its address or contact information by providing notice of such change in accordance herewith. A Party shall provide any notice in writing by U.S. mail, facsimile or courier service; provided, that NextEra Energy Services may notify, communicate or inquire about operational, product and billing information, including contract termination or expiration notices, using any method, including telephone, e-mail or other electronic means. NextEra Energy Services' contact information for notices is set forth below. A Party's receipt of a notice delivered by mail will be deemed at the end of the fifth (5th) business day after

the date of mailing, or such earlier time as confirmed by such Party. A Party's receipt of a notice delivered by courier will be deemed on the business day after it was sent or such earlier time as is confirmed by such Party. A Party's receipt of a notice sent by facsimile, e-mail or other electronic means will be deemed at the close of the business day on which it was transmitted (or, if transmitted after the close of business, then on the next business day) or such earlier time as confirmed by such Party. Either Party may waive any notice requirements set forth herein.

Notice Information:

For registered mail and courier service –
NextEra Energy Services, 601 Travis St., Suite 1400, Houston, TX 77002
For facsimile – 800.627.8813
Customer service hours: 8:00 a.m. - 5:00 p.m., Central Time, Monday - Friday.
Closed Saturdays, Sundays and Holidays.

Additional Contact Information:

For billing and customer service inquiries, email custserv@nexteraenergyservices.com, call 877.528.2890, or fax 800.627.8813
For contract inquiries, email contracts@nexteraenergyservices.com or fax 800.627.8813

Internet address: www.nexteraenergyservices.com
Mailing address: 601 Travis St. Suite 1400, Houston, TX 77002