

MASTER ELECTRICITY SUPPLY AGREEMENT

This MASTER ELECTRICITY SUPPLY AGREEMENT ("**Master Agreement**") is entered into by and between Freepoint Energy Solutions LLC ("**Seller**") and the customer party identified below ("**Customer**"), effective as of the date this Master Agreement is executed by Seller (the "**Effective Date**"). Seller and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS the Parties wish to provide the terms and conditions pursuant to which they may enter into transactions for the purchase and sale of electricity and related products and services to one or more of Customer's Facilities as agreed to from time to time (each a "**Transaction**").

NOW, THEREFORE, in consideration of their mutual covenants herein, the Parties, intending to be legally bound, agree as follows:

1. **Overview.** Each Transaction between the Parties will be governed by this Master Agreement. This Master Agreement (including all exhibits, schedules and any written supplements thereto) and any and all Transactions (including any Confirmations, as hereinafter defined) will form a single integrated agreement between the Parties (collectively, the "**Agreement**"). Any inconsistency between any terms of this Master Agreement and any terms of a Confirmation will be resolved in favor of the Confirmation, but only with respect to the Transaction for which such Confirmation was entered into. Should the Parties come to an agreement regarding a Transaction, the Parties shall enter into a written Confirmation, signed by the Parties. Nothing in this Master Agreement obligates either Party to enter into a Transaction at any time. During the term of a Confirmation, (i) Seller agrees to sell and Customer agrees to buy the quantity of electricity supply meeting Customer's full requirements at each Facility; (ii) the title and risk of loss to the electricity purchased thereunder shall pass from Seller to Customer at the relevant Delivery Point(s); and (iii) Seller will arrange for the delivery of electricity by the relevant Utility to each Facility. Customer hereby authorizes Seller to obtain all required account and usage information for the Facilities from the relevant Utility. As a condition precedent to Seller entering into this Master Agreement and any Confirmation, Customer shall satisfy Seller's contracting, credit, and applicable know-your-customer/anti-money laundering requirements.
2. **Term.** The term of this Master Agreement commences on its Effective Date and continues until terminated by either Party upon thirty (30) days' Notice; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this Master Agreement that by its terms survives any such termination and, provided further, that this Master Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Transaction(s) entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations with respect to such Transaction(s) or such Transaction(s) that have been terminated under Section 7 Early Termination of this Master Agreement. A Confirmation shall become effective on its Effective Date and Seller shall endeavor to start deliveries of electricity to the Facility(ies) on or after the Estimated Start Date specified therein. However, Customer acknowledges that (i) the Service Start Date is dependent upon the relevant Utility confirming to Seller that it has completed all required enrollment processes for the applicable Facility and (ii) if enrollment processes are completed by a Utility after the Estimated Start Date, the Service Start Date will occur as soon as practicable after the enrollment processes are completed by the Utility, without Seller incurring any liability for such delayed start. For the avoidance of doubt, the Parties agree that Seller shall not be liable for any Utility Charges. The initial term of each Confirmation will run from the Service Start Date through the Service End Date specified therein (the "**Initial Term**"), unless earlier terminated as provided herein. At the end of the Initial Term of a Confirmation Seller may continue to provide electricity on a month-to-month basis at market-based pricing as per Section 3 Customer Charges, unless and until terminated by either Party upon providing the other Party with 30 days' prior Notice.
3. **Customer Charges.** For each billing cycle during the term of a Confirmation, the amount to be charged to Customer by Seller for each Facility shall be the sum of (i) the Commodity Charges, (ii) the amount assessed by Seller for any Cost Components for such billing cycle that are not indicated as being included in the applicable Price for such Facility, (iii) all applicable Taxes (except for any Taxes that are expressly included in the Price), and (iv) any costs and charges assessed pursuant to the "Change in Usage Charges," "Change in Forecasted Load Charges" and/or "Calculation Adjustments" paragraph on a Confirmation, Section 6 Regulatory Change, or Section 19 Conversion hereof (collectively, the "**Seller Charges**"). After the expiration of the Initial Term, the Price per kWh will be an hourly variable rate based on the ISO-published LMP applicable to each account listed in any Electricity Supply Confirmation plus a margin and all other costs and charges associated with fulfilling the requirements under the Electricity Supply Confirmation; the Price may change monthly without prior notice and does not include the costs of distribution and other services provided by the relevant Utility (the "**Utility Charges**").
4. **Billing and Payment.** With respect to each Facility, Customer may receive one consolidated bill from the relevant Utility each bill cycle for both the Utility Charges and the Seller Charges (the "**Utility Consolidated Billing**" or "**UCB**"), and the bill will be sent to the billing address on file with the Utility. In such case, Customer agrees to remit payment for all amounts reflected on such invoice directly to the Utility in accordance with the Utility's payment terms. Alternatively, if the Utility does not provide consolidated billing or Seller does not participate in the Utility's consolidated billing program, Customer will, each bill cycle, receive one bill from the Utility for the Utility Charges (payable to the Utility) and a second bill from Seller for the Seller Charges (payable to Seller) (the "**Dual Billing**"). With respect to each Facility located in Texas, Customer will receive one consolidated bill from Seller each bill cycle for the Seller Charges and the Utility Charges (the "**Seller Consolidated Billing**" or "**SCB**"). Unless otherwise stated in a Confirmation, in case of Dual Billing or SCB, Customer agrees to remit payment of all amounts reflected on the invoice provided by Seller directly to Seller no later than 20 (twenty) days from the date of billing. All payments made by check to Seller are to be mailed to PO Box 733615, Dallas, TX 75373-3615. Seller reserves the right to pass through charges or fees incurred by Seller to process ACH or credit/debit card payments. All invoices will include amounts for applicable Taxes. If selected by Customer, any and all amounts due and payable pursuant to the Agreement may be processed via autopay. Depending on the bill format, charges assessed pursuant to the "Change in Usage Charges," "Change in Forecasted Load Charges" and/or "Calculation Adjustments" on a Confirmation, or Section 6 Regulatory Change hereof may appear on Customer's bill as a line item or Price adjustment. Regardless of billing method, invoices may cover multiple Facilities where applicable. If on Dual Billing or SCB and if an email address is provided, Seller will provide the invoice by email, unless Customer specifically opted to receive invoices by mail. Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "**Interest Rate**"). Seller will charge a \$35 return check fee for all returned checks. Seller is not responsible for notifying Customer of any failed or returned payments. Seller may apply any credit balance on a particular Facility to a balance owed on any other Facility supplied by Seller under the Agreement. Seller will include or cause

to be included in any subsequent bill from Seller, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions. If Customer disputes the Seller Charges on any bill, Customer must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in favor of Seller, the Interest Rate will be applied to such unpaid amounts. Customer will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by Seller in enforcing the terms of the Agreement.

5. **Taxes.** Customer shall pay all applicable Taxes that are associated with sales under, and/or performance of, the Agreement. The Price does not include gross receipts Tax or applicable state and local sales Tax, unless otherwise expressly set forth herein. Seller may collect Taxes payable by Customer by including them on any invoice. Where the Customer claims to be tax exempt, Customer shall provide written evidence of any tax exemption to Seller and each relevant Utility. With respect to a Transaction, Seller will recognize a lawful tax exemption on a prospective basis only after Customer provides proper documentation to Seller. Customer shall be liable for, and shall indemnify Seller against, any Taxes and associated interest or penalties assessed against Seller by any third party due to Customer's failure to timely provide or properly and accurately complete any such evidence.
6. **Regulatory Change.** If there is a Regulatory Change which causes Seller to incur new or modified fees, costs or charges ("**Regulatory Charges**"), Seller reserves the right to pass through the Regulatory Charges to Customer without markup. For the avoidance of doubt, the Parties agree that a change in the rate classification of a Facility will be deemed a Regulatory Change. The changes described in this Section may impact any or all of the charges described in the Agreement, including, but not limited to, any Cost Component specified on the Confirmation's Coversheet, whether described as "fixed," "variable," "included in the Price," "passed through" or otherwise.
7. **Early Termination.** If an Event of Default occurs and is continuing with respect to Customer, Seller shall have the right to designate an early termination date (the "**Early Termination Date**") to accelerate all amounts owing between the Parties and to liquidate and terminate any or all Transactions (each, a "**Terminated Transaction**"). Seller shall give prior Notice to Customer setting forth the Early Termination Date. In addition to the other remedies specified herein, upon the occurrence of an Event of Default with respect to Customer, Seller shall be permitted to switch Customer to receive Default Service at each Facility or, with respect to electricity sales in Texas, disconnect Customer's electric service. Subject to Seller's rights and remedies hereunder (including Section 8 Termination Payment Calculation below), Customer may terminate the Agreement by giving 30-day prior Notice to Seller (unless a different notice period is required by the applicable Law) and shall pay any amounts owed hereunder in connection with such termination and for the electricity supplied up to the Effective Termination Date.
To the extent permitted by applicable law, Seller can terminate this Agreement, a Confirmation or a Facility(ies) from a Confirmation, at no cost to Seller, if: required/allowed by law; the relevant Utility is unable to service a Facility; a legislative or Regulatory Change materially alters Seller's ability to perform this Agreement; Customer is or becomes sanctioned; or performance under this Agreement would result in a violation of law by any person, including Seller. To the extent permitted by applicable law, Customer will be given thirty (30) calendar days prior notice of termination and an opportunity to cure; this thirty (30) calendar days notice and cure period applies to termination by Seller for the specific events listed in this paragraph and does not apply to any Event of Default.
8. **Termination Payment Calculation.** On an Early Termination Date, Seller shall close out each Terminated Transaction so that each such Terminated Transaction is canceled and Seller shall calculate and aggregate the Early Termination Amount for all Terminated Transactions. The Parties agree that a Terminated Transaction will become effective after the Facility drop has been processed by the applicable Utility and the Facility is no longer supplied under the Agreement and, in case there are multiple Terminated Transactions, the effective termination date will be whichever Facility drop occurs last (the "**Effective Termination Date**"). Seller shall provide Customer with the amount of the Early Termination Amount as soon as reasonably practicable after the Early Termination Date (the "**Termination Payment Notice**"). In determining the Early Termination Amount, Seller (i) need not actually enter into replacement transactions, (ii) may utilize the Forecasted Volume or other Customer-related information it deems relevant to determine the quantity of electricity to be purchased by Customer for the remaining term of any Terminated Transactions, and (iii) may consider, among other valuations, any settlement prices of New York Mercantile Exchange electric energy futures contracts, internal curves, quotations from leading dealers in electric energy swap contracts, and other bona fide party bids and offers, which may include, on an arms' length basis, offers from Seller's affiliates, all adjusted for the remainder of the applicable term and basis differentials. Customer shall pay the Early Termination Amount within ten (10) Business Days after receiving the Termination Payment Notice from Seller, provided that Seller may set off the amount of any Collateral received from Customer and held by it under the Agreement against the amount of the Early Termination Amount. If the Early Termination Amount is not paid when due, it shall accrue interest at the Interest Rate from its due date until paid. Irrespective of whether an Early Termination Amount is owed hereunder, Customer shall pay to Seller the Seller Charges incurred up to the Effective Termination Date and its Costs. Seller will refund any Collateral surplus after Customer's obligations to Seller have been paid in full. Customer acknowledges and agrees that any Early Termination Amount under the Agreement constitutes a reasonable approximation of harm or loss to Seller as a result of the Event of Default and is not a penalty or punitive in any respect. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which it has or may be entitled to (whether by operation of law or otherwise).
9. **Credit.** Prior to entering into any Confirmation, Customer shall provide Seller with financial and other information as Seller may reasonably request to satisfy applicable know-your-customer rules and to complete its credit review and other contracting processes. If, at any time during the term of the Agreement, Seller determines that (a) Customer has failed to timely pay any amounts due under the Agreement, or (b) Seller has reasonable grounds for insecurity with respect to Customer's creditworthiness, Seller may require that Customer provide (in addition to any Collateral previously provided) Collateral for its obligations under the Agreement. Customer hereby grants to Seller, as security for the payment and performance of Customer's obligations under the Agreement, a first priority continuing lien and security interest in and to any Collateral (and proceeds and products thereof) that Customer has or may deliver to Seller. Any Collateral provided by Customer will be held in accordance with the applicable Law.
10. **Limitation of Liability; Disclaimer of Warranties; Indemnity.** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE EXPRESSLY PROVIDED FOR IN THE AGREEMENT, LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT THE EARLY TERMINATION AMOUNT WILL CONSTITUTE DIRECT DAMAGES. IN NO EVENT SHALL

EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THE AGREEMENT. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THE AGREEMENT. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER. TO THE EXTENT NOT PROHIBITED BY THE APPLICABLE LAW, CUSTOMER HEREBY WAIVES ITS RIGHTS UNDER ALL LAWS, RULES, REGULATIONS AND ORDERS PERTAINING TO RETAIL ELECTRICITY SUPPLY, INCLUDING RIGHTS RELATED TO CONTRACT RESCISSION, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, SPANISH LANGUAGE, RECORD KEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES.

11. **Governing Law.** This Master Agreement and the rights and duties of the Parties under this Master Agreement are governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles that would apply the laws of another jurisdiction. With respect to any Confirmation entered into or contemplated by the Parties, the Agreement and the rights and duties of the Parties under the Agreement are governed by the internal Law of the state where each Facility is located without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under the Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS MASTER AGREEMENT OR THE AGREEMENT.
12. **Assignment.** Customer shall not assign this Master Agreement, any Confirmation or any of its rights or obligations thereunder without Seller's prior written consent which shall not be unreasonably withheld or delayed. For the avoidance of doubt, the Parties agree that it shall be unreasonable for Seller to withhold its consent if the assignee meets Seller's commercially reasonable credit requirements and agrees to assume in writing all of assignor's obligations under the Master Agreement and/or the Confirmation(s), as applicable. Notwithstanding any other provision of the Agreement, Seller may assign this Master Agreement, any Confirmation and its rights and obligations thereunder without Customer's consent, upon Notice to Customer. Any assignee hereof shall be subject to all the provisions and conditions of this Master Agreement and, if applicable, the Confirmation(s), as applicable to its assignor to the same extent as though such assignee were an original Party to this Master Agreement and the applicable Confirmation(s). This Master Agreement and any Confirmation entered into in connection thereto will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
13. **Force Majeure.** Notwithstanding any other provision of the Agreement, if a Party is unable to carry out any obligation under the Agreement due to Force Majeure (other than a payment obligation relating to performance provided prior to or during the Force Majeure, which shall not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, provided: (i) the claiming Party notifies the other Party as soon as practicable in writing of the particulars of the Force Majeure; (ii) suspension of performance is of no greater scope and duration than required by the Force Majeure; and (iii) the claiming Party uses commercially reasonable efforts to remedy its inability to perform. If the Force Majeure continues for a period of 30 days or more, where Customer is the claiming Party, then Seller may terminate the Agreement with respect to the Facilities adversely affected by the Force Majeure upon 15 days' prior Notice to Customer. It is expressly agreed by the Parties that the ability of Seller to sell the products and services provided under a Confirmation at a greater price, and the ability of Customer to purchase the products and services provided under a Confirmation for a lower price, than the price specified therein shall not constitute an event of Force Majeure. Seller is not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant Utility.
14. **Representations.** As of the Effective Date and the date of entering into each Transaction, each Party represents and warrants 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 and is qualified to conduct its business in those jurisdictions necessary to perform to this Master Agreement and any Confirmation; (ii) it has the power and authority to sign and perform this Master Agreement and any Confirmation, with respect to Customer only, to bind each Facility to the terms and conditions of the Agreement; (iii) the execution of this Master Agreement and any Confirmation is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (iv) it intends to be legally bound by this Master Agreement and any Confirmation and has caused the Master Agreement to be executed by its duly authorized officer or representative as of the date shown below; (v) it is not Bankrupt; (vi) it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this Master Agreement and any Confirmation; and (vii) all information provided by it to the other Party is true, correct and complete in all material respects. In connection with the negotiation and execution of this Master Agreement and any Confirmation, Customer represents and warrants to Seller that: (a) Seller is not acting as a fiduciary, commodity trading advisor or other advisor for Customer; (b) Customer understands the risks associated with the Agreement, has consulted with its own independent advisors and has made its own decisions with respect hereto based upon its own judgment and not upon any advice of Seller; (c) Seller has not made any representations to it concerning the advisability of entering into this Master Agreement, any Confirmation or any addenda thereto; (d) none of the Facilities for which it is purchasing electricity from Seller is a residence; (e) for all purposes that may impact its electricity usage, Customer will operate the Facilities in the same or substantially the same manner as it has in the last twelve (12) months preceding the date when the Agreement has become effective; (f) Customer has or will obtain, and will provide proof thereof upon request, all necessary budgetary approvals, appropriations and funding for all of its obligations under this Agreement, and the failure to do so will not be an excuse for Customer's performance or failure to perform hereunder; and (g) it is entering this Master Agreement and any Confirmation as principal and not as agent for any other party.
15. **Confidentiality.** The Parties agree to keep all terms and provisions of this Master Agreement, any Confirmation and all communications in

connection herewith, including pricing and other terms offered to Customer, confidential and to not disclose them to any third parties without the prior written consent of Seller, provided, however, that nothing in this Agreement shall prohibit Customer from making a disclosure pursuant to Pennsylvania Right-To-Know Law, or as otherwise required by Law or judicial process. Customer hereby authorizes Seller to obtain from the Utility any account-related information including its account name, account number, billing address, billing and payment history, service address, telephone number, standard offer service type, rate classification, meter readings, historical usage information (including historical interval meter data) and peak electricity demand (individually and collectively, "**Customer Data**"). Seller may disclose any Customer Data to (i) the Utility, (ii) a third party energy consultant, broker or third party service provider engaged to provide services to a Party in connection with this Master Agreement or any Confirmation, (iii) Seller's affiliates or prospective purchasers of all or part of its business, who have agreed to keep such information confidential, or (iv) as required by Law or judicial process.

16. **Notices.** The Parties will send all notices relating to this Master Agreement and any Confirmation in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "**Notice**"), provided that Seller may communicate or inquire about operational decisions by telephone and provided further that such telephone communications are immediately followed by an email confirmation. The Notices shall be delivered as specified below. Notice by electronic mail or hand delivery will be deemed received by close of the Business Day on the day it was transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A Party may change its address or contact information by providing Notice to the other Party in accordance herewith. Customer shall keep its contact information updated and provide Seller with prior Notice of any changes.

If Customer needs to send Seller a Notice or inquire about a service matter, Customer shall use the contact information below:

Freepoint Energy Solutions LLC
3050 Post Oak Blvd., Suite 1330
Houston, TX 77056
Attention: Freepoint Retail Operations
Our website: www.freepointsolutions.com
Customer Service Toll Free Number: 1-800-982-1670
Customer Service Fax Number: 1-713-583-9087
Customer Service Hours: Business Days 8:00AM to 5:00PM central time
Customer Service Email: CustomerRelations@freepointsolutions.com

Notices to Customer will be provided using the information set forth below or the information provided on the Confirmation, if no information is provided below.

Attention: Harrisburg School District
Address: 1010 N 7th St Harrisburg, PA 17102
Phone:
Fax:
Email:

17. **Miscellaneous.** This Master Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Master Agreement. Sections 2, 4, 5, 8, 10, 11, 15 and 17 hereof and all provisions in this Master Agreement regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. This Master Agreement and any Confirmations may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Each Party may assume that all notices and emails sent from the other Party have been sent by an authorized representative of such other Party. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Master Agreement or of any Confirmation is to be construed as creating any rights enforceable by a third party, and all third-party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party representing Customer in connection with any Transaction may be included in the Price and Customer will indemnify and defend Seller against, and hold Seller harmless from, any Claims made by any such third party (including for amounts owed to any such third party that are not included in the Price) and any costs incurred by Seller with respect to such Claims (including legal fees and disbursements). If the Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the applicable ISO index has occurred, then Seller will use a commercially reasonable replacement price that is calculated by the Seller. Any provision or section of the Agreement declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a change in Law will not otherwise affect the remaining lawful obligations that arise under the Agreement. Except as otherwise provided in this Master Agreement, the rights, powers, remedies, and privileges provided in this Master Agreement are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. No waiver by either Party of any breach of the Agreement by the other Party is effective unless expressly made in writing, and any such waiver is effective only in that instance and only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach. As used in the Agreement, the term "including" means "including without limitation." Any fee, charge, Cost Component or cost that is expressed in \$ per MWh may be converted to \$ per kWh for purposes of billing or any other calculation made hereunder. Customer acknowledges that Seller and its Affiliates are in the business of buying and selling electricity and related products within the various markets for their own respective accounts and that (i) such participation in such markets may affect the relevant market prices used to determine charges hereunder and (ii) nothing in the Agreement restricts Seller or any of its Affiliates from participating in activities that may affect market prices. Customer will not (a) withhold payment for any reason (subject to its

right to dispute invoices); (b) resell any portion of the electricity purchased from Seller to a third party or (c) use any new or additional on-site generation or battery storage capabilities, not disclosed on or before the Effective Date of a Confirmation, at any Facility during the term of the corresponding Confirmation. Customer warrants that it has disclosed all existing back-up and onsite generation prior to execution of each Confirmation.

18. **Acknowledgements.** Each Party agrees, understands and acknowledges that: (a) the Transactions entered into pursuant to this Master Agreement constitute a single integrated agreement that is a “forward contract” as defined in the United States Bankruptcy Code (the “**Code**”); (b) this Master Agreement constitutes a “master netting agreement” as defined by the Code; (c) the Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of a commodity; (d) Seller is not a “utility” as defined in the Code; (e) commodity supply will be provided by Seller under the Agreement, but delivery will be provided by the Customer’s Utility; and (f) Customer’s Utility, and not Seller, is responsible for responding to outages, leaks or emergencies should they occur.
19. **Conversion Option.** At any time during the Initial Term of a Confirmation, Customer may request Seller to provide new price quotes for its full electricity supply requirements or a part thereof, for the remaining Initial Term, a part thereof or an extended term (the “**Conversion Option**”). During normal trading hours, Seller shall endeavor to provide Customer non-binding quotes for the Conversion Option, provided that Seller does not guarantee staff availability for execution of any Conversion Option at a specific price or for a specific term, and provided further that Seller shall not be liable for failure to provide price quotes or execute any specific addendum therefor. No agreement for a Conversion Option will be deemed to exist between the Parties unless and until an addendum to the Confirmation or superseding electricity supply agreement is executed and delivered by the Parties. For the avoidance of doubt, the Parties agree that if no such addendum or superseding agreement is entered into by the Parties, the Parties’ respective rights and obligations will remain governed by and subject to the terms and conditions of the Agreement.
20. **Definitions.** As used in this Master Agreement, the following terms have the stated meanings, provided that capitalized terms in this Master Agreement not defined in this Section 20 will have the meaning ascribed thereto elsewhere in this Master Agreement and, provided further that in the event of any inconsistency between the definitions set forth in this Section 20 and the definitions set forth in the Special Provisions of a Confirmation, the definitions set forth in the Special Provisions of a Confirmation will prevail for the purpose of the relevant Transaction. The following example is provided for the sake of clarity, with respect to Facilities located in Texas the definition of “Energy” specified in the Special Provisions of the ERCOT Confirmation will take precedence over the definition of “Energy” specified in this Section 20(v). All definitions herein apply to singular and plural forms.
 - a. “**Administrative Fee**” means a fee charged by Seller for the electricity supply provided under a Confirmation.
 - b. “**Ancillary Services**” means those applicable ancillary services required to facilitate delivery of Energy as set forth in the applicable ISO Open Access Transmission Tariff.
 - c. “**ARR**” means auction revenue rights and associated congestion credits as allocated by PJM and received by Seller.
 - d. “**Balancing Congestion**” means the charges or credits imposed by the ISO when real-time constraints on the transmission system create an imbalance between real-time and day-ahead market load.
 - e. “**Bankrupt**” means with respect to a Party, such Party (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.
 - f. “**Business Day**” means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by Law to be closed.
 - g. “**Calculation Adjustments**” has the meaning ascribed to it as stated in a Confirmation.
 - h. “**Capacity**” means the costs and/or charges for fulfilling the capacity requirements for the Facility(ies) imposed by the ISO, Utility or otherwise.
 - i. “**Claim**” means all claims, demands, suits or actions of every name and nature, threatened or filed before or after the Agreement is terminated, both at law and in equity, and whether groundless, false, or fraudulent, whether directly or indirectly related to the subject matter of an indemnity contained in the Agreement, and any and all resulting losses, damages, penalties, fines, costs and expenses (including attorneys’ fees and expenses and court costs) however incurred.
 - j. “**Collateral**” means, with respect to a Party, cash margin, letter of credit or other credit support or collateral provided to secure such Party’s obligations under the Agreement, each in a form, from a bank, and in an amount acceptable to the Party requesting the Collateral.
 - k. “**Commodity Charges**” means a portion of Customer’s electricity bill for each Facility which shall be equal to Customer’s Energy Usage at such Facility multiplied by the applicable Price, unless otherwise specified herein or in any addenda hereto.
 - l. “**Confirmation**” means an Electric Supply Confirmation entered into between the Parties pursuant to the Master Agreement, including the Coversheet, the Facility Attachment, the Special Provisions, the Contract Summary (if applicable) and all exhibits, attachments and addenda, which sets forth the terms and conditions for a particular Transaction for the purchase and sale of electricity, including the Price, the Estimated Start Date and the Service End Date. The form of a Confirmation, as in effect from time to time, shall be issued to Customer for each applicable Transaction. Each executed Confirmation is incorporated by reference into the Agreement.
 - m. “**Contract Value**” means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (a) the Price, and (b) the Remaining Usage (as reasonably determined by Seller based on its present value).
 - n. “**Costs**” means, and shall include (at the election of the non-defaulting Party but without duplication), any brokerage fees, commissions and other transactional and/or administrative costs, losses and expenses incurred by the non-defaulting Party as a result of the non-defaulting Party’s maintaining and/or liquidating any hedges or other risk management contracts and/or entering into new arrangements to replace the Terminated Transactions, and attorneys’ fees and expenses incurred by the non-defaulting Party by reason of the enforcement and protection of its rights under the Agreement or any Terminated Transaction.
 - o. “**Cost Component**” means the relevant electricity supply costs stated in the Confirmation or any addenda hereto which may be included in the Price as indicated in the Confirmation or any addenda hereto.

- p. **"Default Service"** means default electric energy service as required by Law to be provided by the relevant Utility for any Facility.
- q. **"Delivery Point"** means the load zone associated with each Facility.
- r. **"Demand Determinants"** means the NSPL and PLC.
- s. **"Deration"** means the transmission loss deration cost as accounted for by the ISO for the applicable Utility.
- t. **"Early Termination Amount"** means, with respect to a Terminated Transaction, the value resulting from the Contract Value less the Market Value, as reasonably determined by Seller and discounted to present value as of the Early Termination Date.
- u. **"Effective Date"** means (i) as to a Confirmation, the date on which the Confirmation is signed by Seller and Customer and (ii) as to the Master Agreement, the Effective Date set forth in the preamble of this Master Agreement.
- v. **"Energy"** means the electrical energy at a specific ISO load zone, calculated based on costs that will include the LMP.
- w. **"Energy Usage"** means Customer's metered energy usage for each Facility measured in kWh, as reported by the Utility for the applicable period or as reasonably estimated by Seller.
- x. **"Estimated Start Date"** means the date specified on the Facility Attachment of a Confirmation.
- y. **"Event of Default"** means: (a) the failure of a Party to make timely payments of any amounts due under the Agreement; (b) any representation or warranty made by a Party in this Master Agreement or Confirmation proves to be false or misleading when made or repeated; (c) a Party fails to perform its material obligations under the Agreement and (to the extent not excused by Force Majeure) such failure is not cured within five (5) days of receiving the other Party's Notice thereof; (d) a Party becomes Bankrupt; or (e) with respect to Customer only, (A) the failure by Customer to utilize Seller as its sole supplier of electric energy for any of the Facilities specified in the Agreement (including having one or more Facilities disconnected from utility service by any Utility); (B) one or more Facilities fail to enroll; (C) Customer fails to provide Collateral hereof within three (3) Business Days of receiving Seller's written demand therefor; (D) Customer makes an unauthorized assignment of its rights and obligations under this Master Agreement or a Confirmation.
- z. **"Facility"** means each electric account meter located at each service address specified to receive electricity supply pursuant to the Agreement as set forth on the Facility Attachment of any Confirmation. For avoidance of doubt, accounts or meters at a facility that are not specified under the Facility Attachment are not included in the Agreement.
- aa. **"Force Majeure"** means an event (a) not within the reasonable control of the Party, (b) not caused by the negligence of the claiming Party, and (c) which, in the claiming Party's exercise of due diligence, the claiming Party is unable to overcome or for which the claiming Party is unable to obtain commercially reasonable substitute performance. Notwithstanding the foregoing, Force Majeure includes: (a) an event of Force Majeure affecting any relevant Utility or ISO; (b) a suspension, curtailment, or service interruption by the Utility or ISO or (c) a cyber incident affecting network security or computer systems, applications or data, including hacker and/or denial of service attacks, or propagation of malicious code affecting the claiming Party, the Utility or ISO.
- bb. **"Forecasted Volume"** means the Customer's expected electricity consumption for each month of the Initial Term as set forth on any Facility Attachment or addenda to a Confirmation or as reasonably determined by Seller based on historical usage information.
- cc. **"ISO"** means the applicable independent system operator.
- dd. **"Law"** means any constitution, law, statute, regulation, rule, ordinance, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, judicial decision, administrative order, ISO guideline or protocol, Utility guideline or protocol, nodal guideline or protocol, nodal definitions, zonal or boundary definitions, or any interpretation thereof by any Public Utility Commission, Public Service Commission or similar state commission or agency having jurisdiction over utilities or the electric distribution system, court, government agency, regulatory body, instrumentality or other jurisdictional authority.
- ee. **"Line Losses"** means the loss of Energy in the transmission and distribution of electricity from generation resources to load, excluding Deration and UFE.
- ff. **"LMP"** means the real time or day ahead (as applicable) locational marginal price for the Facility's applicable load zone, which is published by ERCOT, NYISO and PJM for each settlement interval and expressed in \$/MWh, provided that the LMP may be converted to \$/kWh for billing purposes.
- gg. **"Market Value"** means with respect to each Terminated Transaction, as of the Early Termination Date, the product of (i) the Remaining Usage and (ii) the market price(s) at which such Remaining Usage is commercially available to the non-defaulting Party (all, with respect to (i) and (ii), as reasonably determined by Seller based on their present value).
- hh. **"MLC"** means marginal loss credits and associated transmission loss credits as received by Seller.
- ii. **"NSPL"** means the Facility's network service peak load as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- jj. **"Party"** or **"Parties"** means Seller and/or Customer, individually or together, as the case may be.
- kk. **"PJM"** means PJM Interconnection L.L.C., the regional transmission organization.
- ll. **"PLC"** means the Facility's peak load contribution as defined by PJM and its value on the Effective Date will be as set forth on the Facility Attachment or as reported by the applicable Utility (if no value is included in the Facility Attachment).
- mm. **"Price"** means, during the Initial Term, the unit price specified in the Confirmation or any addenda hereto, and, after expiration of the Initial Term, the market-based price determined by Seller in accordance with Section 3 hereof.
- nn. **"Regulatory Change"** means the introduction of any new, or any change in, Law, renewable portfolio standards or other renewable energy requirements, Cost Components, Utility or ISO/RTO operations, market structure, congestion zone design, Utility and/or ISO/RTO business practices, tariffs, rules or protocols.
- oo. **"Remaining Usage"** means the electricity supply which would have been provided by Seller under each Terminated Transaction during the remaining term of the Terminated Transaction had such Transaction not been terminated, as reasonably determined by Seller.
- pp. **"Renewables"** means the mix of renewable energy sources that Seller is required by Law to meet under the renewable portfolio, renewable electricity and similar standards or requirements applicable in the state and other jurisdictions in which the Facility is located.
- qq. **"Service End Date"** means, with respect to each Facility, the meter read date occurring during the month specified on the Facility Attachment or if a meter read date is not scheduled by the Utility during such month, the meter read date occurring immediately thereafter.

- rr. **"Service Start Date"** means, with respect to each Facility, the date when the applicable Utility has completed all required enrollment processes enabling Seller to start the delivery of electricity to the Facility.
- ss. **"Taxes"** means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including gross receipts, sales, consumption, or commercial activity tax.
- tt. **"TPV"** means a Seller approved and third party verified recording.
- uu. **"Transmission"** means the costs and/or charges for network transmission service and enhancement as identified in the applicable tariff territory.
- vv. **"UFE" or "Unaccounted for Energy"** means the resulting cost for the loss of Energy in the transmission of electricity after the cost of Line Losses and Deration are removed.
- ww. **"Utility Charges"** means include the costs of distribution and other services provided by the relevant Utility.

This Master Agreement shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

IN WITNESS WHERE OF, the Parties have executed this Master Agreement through their duly authorized representatives as of the Effective Date.

Customer: Harrisburg School District

Signature: _____ Date: _____

Name: _____

Title: _____

FREEPOINT ENERGY SOLUTIONS LLC

Signature: _____ Date: _____

Name: _____

Title: _____

ELECTRICITY SUPPLY CONFIRMATION (PJM-PA)

Coversheet

This Electricity Supply Confirmation together with the Coversheet, the Facility Attachment, the Special Provisions, the Contract Summary (if required by the applicable Law), and any other addenda hereto (collectively, the “**Confirmation**”) is made pursuant to, forms part of and is subject to the Master Electricity Supply Agreement (the “**Master Agreement**”) entered into by and between Freepoint Energy Solutions LLC (“**Seller**”) and the customer party identified below (“**Customer**”) on or about 8/21/2026. This Confirmation will be effective as of the date it is executed by Customer and Seller. The Master Agreement, this Confirmation and any exhibits, attachments and addenda hereto shall be collectively referred to as the “**Agreement**”. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

Customer Information:

Customer Name <i>(legal entity name):</i> Harrisburg School District <i>(Required)</i>	DBA <i>(if applicable):</i>
Customer Contact: Name: John Reedy <i>(Required)</i>	Title: Chief Operations Administrator <i>(Required)</i>
Phone: : 717-703-4079 <i>(Required)</i>	Email: jreedy@hbgdsd.us <i>(Required)</i>
Address for Notices: Street: 1010 N 7th St <i>(Required)</i>	City: Harrisburg <i>(Required)</i>
State: PA <i>(Required)</i>	Zip: 17110 <i>(Required)</i>

Electricity Supply Selection:

Price: \$0.10863/kWh	Cost Components Included in the Price <i>(check if included):</i> ☒ Energy ☒ Capacity ☒ Transmission ☒ Ancillary Services ☒ Balancing Congestion ☒ Renewables ☒ Line Losses ☒ MLC ☒ ARR ☒ Administrative Fee ☒ Deration ☒ UFE
Estimated Start Date: see Facility Attachment	Term: 24 months
Broker: NextEra Advisors LLC fka Usource	

Seller reserves the right to not enter into this Confirmation in its sole discretion including if: (i) information provided by Customer or its representative (broker/agent) to Seller is incomplete or inaccurate, (ii) the Price listed was not authorized by Seller or rates have changed based on market conditions, (iii) transfer of Customer account(s) is denied or significantly delayed by the relevant Utility, or (iv) Customer does not meet Seller's credit approval criteria. Customer acknowledges and agrees that, in order for Seller to process a Confirmation submitted by Customer, Customer must deliver the signed Confirmation to Seller before 3:00 pm Eastern Time on the day it has received an executable version of such Confirmation from Seller. Seller may use the contact information provided above to contact Customer including by e-mail, autodialed calls, text messages or calls that use artificial or prerecorded voice regarding any billing, service or account-related matter. The Price includes the Cost Components marked above as included in the Price and will not change except for Change in Usage Charges and Calculation Adjustments as set forth in the paragraphs below of this Confirmation or Regulatory Charges, as set forth in Section 6 of the Master Agreement.

Customer hereby agrees to purchase its full requirements of electricity from Seller for each of the Facilities listed on the Facilities Attachment and authorizes Seller to become its electricity supplier, obtain Customer Data from the Utility and take the actions required to switch all relevant electric accounts listed herein to Seller. The undersigned represents and warrants that each of the following is true and accurate: (i) I am an authorized representative of Customer, (ii) I have the authority to make decisions on behalf of Customer regarding its electricity supplier, (iii) none of the Facilities for which it is purchasing electricity from Seller is a residence and the electricity purchased hereunder will not be used for a residential purpose, and (iv) Customer is in agreement and will comply with all terms and conditions of the Agreement.

Change in Usage. With respect to any Transaction, Customer shall provide Seller with timely Notice of any material change in the attributes or use of any Facility (including any event) that is likely to result in (i) a load change of one hundred percent (100%) or more across all the Facilities included in this Confirmation (the “**Load Change Percentage**”), as compared to the Forecasted Volume and/or (ii) any change in Demand Determinants as compared to the NSPL and/or PLC values listed on the Facility Attachment (the “**Change in Demand**”). Customer shall be responsible for payment of the losses, costs and/or charges reasonably incurred by Seller resulting from (x) changes in excess of the Load Change Percentage including additional ISO or Utility charges and (y) any Change in Demand (collectively, (x) and (y) are the “**Change in Usage Charges**”).

Calculation Adjustments. If there are modifications to costs or other determinants that impact the calculation of Transmission or Capacity, including, but not limited to, adjustments to Transmission rates or changes in forward Capacity auction clearing prices (“Calculation Adjustments”), Seller reserves the right to pass through Calculation Adjustments to Customer.

If the number of months in the “Term” of the Electricity Supply Selection table does not match up with the number of months from the Estimated Start Date through the Service End Date listed on the Facility Attachment, the number of months, beginning with the Service Start Date, will be utilized in determining the Initial Term. At the end of the Initial Term of this Confirmation, Seller may continue to provide electricity supply to the Facilities on a month-to-month basis at market based pricing as per Section 3 Customer Charges of the Master Agreement, unless and until terminated by either Party upon providing the other Party with 30 days’ prior Notice.

Change in Usage Charges, Calculation Adjustments and Regulatory Charges may impact any or all of the charges described in this Agreement, including, but not limited to, any Cost Component specified on the Confirmation’s Coversheet, whether described as “fixed,” “variable,” “included in the Price,” “passed through” or otherwise.

This Confirmation shall not become binding and effective until it is executed or verbally authorized via TPV by Customer and executed by Seller.

CUSTOMER: Harrisburg School District

Signature: _____ Date: _____
Name: _____
Title: _____

FREEPOINT ENERGY SOLUTIONS LLC

Signature: _____ Date: _____
Name: _____
Title: _____

Quote No.: 739721-58

ELECTRICITY SUPPLY CONFIRMATION

Facility Attachment

This Facility Attachment supplements and forms a part of the Confirmation.

Customer Name: *Harrisburg School District*

Facilities

	Utility Name	Account Number	Service Address	Estimated Start Date*	Service End Date	Start Date Type SELECT ONE		Bill Option**	PLC	NSPL	Tax Exempt 0/*** %
						Meter Read Date	Calendar Date				
1	PPL	0391294009	1301 SYCAMORE ST ELEM. SCH, HARRISBURG, PA 17104	12/03/2026	12/01/2028	☒	☐	Utility Consolidated - Bill Ready	177.56	95.60	
2	PPL	0501077014	2291 N 7TH ST HARRISBURG ANNEX, HARRISBURG, PA 17110	12/02/2026	11/30/2028	☒	☐	Utility Consolidated - Bill Ready	47.14	42.25	
3	PPL	0623068002	1701 N 6TH ST BLDG, HARRISBURG, PA 17102	12/04/2026	12/04/2028	☒	☐	Utility Consolidated - Bill Ready	119.13	87.22	
4	PPL	0822645009	2041 BERRYHILL ST *SCHOOL, HARRISBURG, PA 17104	12/16/2026	12/14/2028	☒	☐	Utility Consolidated - Bill Ready	105.09	81.43	
5	PPL	1128067033	217 MARKET ST, HARRISBURG, PA 17101	12/11/2026	12/11/2028	☒	☐	Utility Consolidated - Bill Ready	46.93	50.41	
6	PPL	1879084019	1010 N 7TH ST, HARRISBURG, PA 17102	12/30/2026	12/28/2028	☒	☐	Utility Consolidated - Bill Ready	136.22	171.72	
7	PPL	3792942005	2451 MARKET ST NEW, HARRISBURG, PA 17103	12/21/2026	12/19/2028	☒	☐	Utility Consolidated - Bill Ready	592.37	510.76	
8	PPL	4468064113	1842 54 DERRY ST, HARRISBURG, PA 17104	12/11/2026	12/11/2028	☒	☐	Utility Consolidated - Bill Ready	421.39	296.60	
9	PPL	4628064008	1847 DERRY ST, HARRISBURG, PA 17104	12/11/2026	12/11/2028	☒	☐	Utility Consolidated - Bill Ready	0.03	0.03	
10	PPL	5375416000	1205 N 6TH ST BEN FRANKLIN SCHOOL, HARRISBURG, PA 17102	12/30/2026	12/28/2028	☒	☐	Utility Consolidated - Bill Ready	161.39	151.95	

11	PPL	5762492003	1950 CROOKED HILL RDEV CHARGERS, HARRISBURG, PA 17110	12/15/2026	12/13/2028	☒	☐	Utility Consolidated - Bill Ready	0.26	0.27	
12	PPL	6415064001	301 HALE ST, HARRISBURG, PA 17104	12/22/2026	12/20/2028	☒	☐	Utility Consolidated - Bill Ready	184.58	81.67	
13	PPL	6489068006	1601 STATE ST, HARRISBURG, PA 17103	12/14/2026	12/12/2028	☒	☐	Utility Consolidated - Bill Ready	142.52	85.85	
14	PPL	7548063008	1835 BERRYHILL ST, HARRISBURG, PA 17104	12/11/2026	12/11/2028	☒	☐	Utility Consolidated - Bill Ready	0.01	0.02	
15	PPL	7859079009	0 S 25TH ST, HARRISBURG, PA 17104	12/30/2026	12/28/2028	☒	☐	Utility Consolidated - Bill Ready	0.01	0.01	
16	PPL	7869061019	2537 N 5TH ST, HARRISBURG, PA 17110	12/14/2026	12/12/2028	☒	☐	Utility Consolidated - Bill Ready	147.66	115.92	
17	PPL	9673183008	2900 N 6TH ST CAMP CURTIN SCHOOL, HARRISBURG, PA 17110	12/29/2026	12/27/2028	☒	☐	Utility Consolidated - Bill Ready	597.86	401.56	
18	PPL	9681733012	215 MARKET ST 4TH FL, HARRISBURG, PA 17101	12/11/2026	12/11/2028	☒	☐	Utility Consolidated - Bill Ready	55.31	37.80	
19	PPL	9879084008	1313 MONROE ST DOWNEY SCHOOL, HARRISBURG, PA 17103	12/30/2026	12/28/2028	☒	☐	Utility Consolidated - Bill Ready	174.96	106.95	

*The Service Start Date is estimated to occur on the first meter read date during or after the month specified above. However, this is an estimated start date and the actual start date will occur only after the enrollment processes are completed by the Utility.

**For Dual Billing, Seller will generate a separate invoice for the Seller Charges either as Account Level Billing or as Summary Billing. If no selection is made or if no Dual Billing Address is provided, Seller will use Account Level Billing.

☐ Account-Level Billing – each Facility will have a separate invoice generated and sent to each Facility's service address, unless a Dual Billing Address or e-mail address is provided herein.

☐ Summary Billing – one invoice for all Facilities sent to the Dual Billing Address or e-mail address, if provided.

Dual Billing Address: Street: City: State: Zip:

☐ Please check this box if you wish to receive invoices by mail.

***Tax exemption certificate needs to be provided by Customer to receive the applicable tax exemption on its electricity invoices.

Forecasted Volume

Month	Summary Forecasted Volume (kWh)
12/2026	447,642.10
1/2027	1,080,494.19
2/2027	995,239.28
3/2027	1,110,502.44
4/2027	1,063,932.12
5/2027	1,143,580.79
6/2027	1,426,574.71
7/2027	1,550,369.86
8/2027	1,392,273.54
9/2027	1,290,359.74
10/2027	1,106,591.53
11/2027	982,421.07
12/2027	1,060,207.71
1/2028	1,085,737.08
2/2028	1,031,952.45
3/2028	1,102,863.90
4/2028	1,048,601.08
5/2028	1,177,277.51
6/2028	1,425,818.97
7/2028	1,542,963.25
8/2028	1,401,394.16
9/2028	1,274,645.59
10/2028	1,104,423.19
11/2028	986,050.00
12/2028	553,069.44
Total	28,384,985.70

By signing below or by verbal authorization via TPV, Customer confirms that all information set forth in this Facility Attachment is true, complete and accurate.

CUSTOMER: Harrisburg School District

Signature: _____ Date: _____

Name: _____

Title: _____

FREEPOINT ENERGY SOLUTIONS LLC

Signature: _____ Date: _____

Name: _____

Title: _____

Quote No.: 739721-58

ELECTRICITY SUPPLY CONFIRMATION

Special Provisions Applicable to Facilities Located in Pennsylvania

Seller is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. (No. A-2016-2575063). Seller sets the generation prices and charges that are paid by you (as the Customer). The generation charge is the charge for production of electricity. The Pennsylvania Public Utility Commission regulates distribution prices and services. The distribution charge is the charge for delivering electricity from the Utility to each Facility. The Federal Energy Regulatory Commission regulates transmission prices and services. The Transmission charge is the charge for moving high voltage electricity from a generation facility to the distribution lines of a Utility. You will receive bills for Seller's services as explained in Section 4 Billing and Payment of the Master Agreement. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. If the Price is based on an index price, your Price will vary with the index and there is no limit on how much the price may change from one billing cycle to the next. Seller makes no representations about guaranteed savings. With respect to electricity sales in Pennsylvania, Customer represents and warrants that it is not a residential customer or a Protected Class Customer and that it does not have net metering as defined in the Pennsylvania Alternative Energy Portfolio Standards Act. The Utility is responsible for the distribution charges shown on each bill, as well as any emergencies and electric outages. In an electrical emergency or a power outage, Customer should immediately contact the relevant Utility. Please contact Seller's Customer Service department at the toll free number 1-800-982-1670 for information concerning how to contact the relevant Utility. In the event of any dispute, complaint or other concern Customer may have concerning this Agreement or our services, please contact our Customer Service using the contact information set forth in the Notice section of the Master Agreement. If your complaint is not resolved after you have called Seller and/or your electric utility, Customer may contact the Pennsylvania Public Utilities Commission for further assistance at 1-800-692-7380 (toll free), at 400 North Street, Keystone Building, Harrisburg, PA 17120 or at www.puc.pa.gov.

For each billing cycle during the term of a Confirmation, the amount to be charged to Customer by Seller will also include any applicable reliability must run charges.

With respect to Transactions for Facilities located in Pennsylvania, the following terms have the meanings set forth below:

"Commission" means the Pennsylvania Public Utility Commission.

"Protected Class Customer" means a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

"Utility" means the electric distribution company providing facilities for the jurisdictional transmission and distribution of electricity to retail customers, except building or facility owners or operators that manage the internal distribution system serving the building or facility and that supply electric power and other related electric power services to occupants of the building or facility.