

ELECTRICITY SALES AGREEMENT

Date: 9/9/2019

Marketer Name: Competitive Energy Services

This Electricity Sales Agreement ("ESA"), upon execution is a legally binding contract between Town of Falmouth ME ("Customer"), and First Point Power, LLC ("FPP"), a competitive electricity provider licensed by the ME PUC, and shall incorporate Attachment A – Accounts and shall be subject to the Terms and Conditions between FPP and Customer (collectively the "Agreement"). The Terms "FPP", "Our", "Us", and "We" refer to First Point Power, LLC and "You" and "Your" refer to Customer. "Party" means either Customer or First Point Power, LLC, and "Parties" means both Customer and First Point Power, LLC. Capitalized terms have the meanings set out in the Terms and Conditions, unless the context clearly requires otherwise. The Agreement is not valid until fully executed by both Parties.

1. NOTICES.

If to Customer:

Attn: Peter McHugh

Address: 271 Falmouth Road

Address 2:

City: Falmouth

State: ME Zip: 04105

Email (required): pmchugh@falmouthme.org

Phone: 207-699-5311

If to FPP:

Attn: Customer Service

First Point Power, LLC

300 Jefferson Blvd., Ste. 104

Warwick, RI 02888

Email: enroll@firstpointpower.com

Phone: (888) 875-1711

2. PRODUCT INFORMATION.

2.1. The Contract Price is \$ 0.06359 per KWH.

Cost Type	Description
Energy	Included
Capacity	Included
Line Loss	Included

Cost Type	Description
Ancillary	Included
Renewable portfolio standards	Included
Winter reliability	Not Included

3. BILLING TYPE. The billing type is LDC.

4. TERM. The Start Date is 12/2020 (mm/yyyy) and the End Date is 12/2023 (mm/yyyy). FPP agrees to sell You, and You agree to buy from FPP, the full quantity of electricity delivered by FPP for each Account as measured or estimated by the LDC, for the Term and if applicable, Automatic Extension Term, as defined in the Terms and Conditions.

5. AGREEMENT EXECUTION AND EFFECTIVENESS. Each Party represents and warrants that it has the necessary legal authority and/or corporate authority to enter into this Agreement and to perform each duty and obligation imposed by the Agreement. Each Party represents that each individual affixing a signature to this Agreement has been duly authorized to execute this Agreement on behalf of the Party that he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of the Party has been created, and that he, she or it has made an independent decision to enter into the Agreement and as to whether this Agreement is appropriate or proper based upon his, her or its own judgment and is capable and prepared to assume such risks.

By:

Customer: Town of Falmouth ME

Signatory Name: Peter McHugh

Signature: Peter McHugh

Title: Finance Director

Date: 9-9-2019

By:

Supplier Name: First Point Power, LLC

Signatory Name: Peter Schiefelin, CEO

Signature: Peter Schiefelin

Title:

Date: 9/9/2019

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By:

Customer: Town of Falmouth ME

Signatory Name: Peter McHugh

Signature: Peter McHugh

Title: Finance Director

Date: 9-9-2019

By:

Supplier Name: First Point Power, LLC

Signatory Name: _____

Signature: _____

Title: _____

Date: _____

1. **DEFINITIONS.** The electricity account(s) in the Agreement are referred to herein individually as an "Account", and collectively as the "Account(s)." "Change in Law" means any new Laws, rules, regulations, filed tariffs, orders, or any change, modification, or change in interpretation or application of any Laws, rules, regulations, filed tariffs, or orders (including but not limited to: changes to rates, formula rate calculations, inputs, percentages, forecasts, or variables) issued by any applicable federal or state regulatory authority, or applicable regional transmission organization ("RTO") or independent system operator ("ISO"). "Commercial Account" means an Account classified by the ME PUC or applicable LDC tariffs as not residential. "ESA" means the Electricity Sales Agreement executed under this Agreement. "ETF" means an early termination fee that may be assessed under this Agreement. "Financial Assurance" means (a) collateral, in the form of either cash, a guarantee, an increase in the amount of guarantee currently held by FPP guaranteeing Customer's obligations under this Agreement, letter(s) of credit, or other security acceptable to FPP, in an amount acceptable to FPP; (b) FPP requiring pre-payment from Customer for electric service provided under this Agreement, with terms to be determined by FPP in its sole discretion; or (c) FPP requiring an accelerated payment schedule with terms to be determined by FPP in its sole discretion. "Historic KWH Usage" means Your KWH usage in the immediate preceding 12 months from the date of this Agreement. "ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an electricity account or any successor or replacement entity. "KWH" means the amount of electrical energy (expressed in kilowatt hours) purchased by You under the terms of this Agreement. "Laws" means any law, rule, order, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, LDC tariff, ISO tariff, rule of any commission or jurisdiction in the state in which an Account is located, or rule by the Federal Energy Regulatory Commission. "LDC" means the Account's local electricity distribution company. "ME PUC" means the Maine Public Utilities Commission. "Non-Indexed Variable Rate" is a non-indexed rate, which may fluctuate each month, and has no cap or limit in its variation month to month. "Residential Account" means an Account classified by the ME PUC or applicable LDC tariffs as residential. "Small Commercial Account" means an Account classified by the ME PUC or applicable LDC tariffs as small commercial. "Winter Reliability Costs" means any costs associated with ISO's cost-of-service mechanism to ensure fuel security as initially approved by FERC in Docket ER18-2364 on 12/3/2018, and as modified thereafter.
2. **BILLING AND PAYMENT.** If We bill You through the LDC consolidated billing program ("LDC Consolidated"), payment is due in accordance with the LDC's rules and in the event Your LDC does not accept payment, or the Account(s) are terminated, suspended or withdrawn from the billing program, We will bill You separately for the electric supply You receive from Us, including any applicable charges. If We bill You separately ("Dual Billing") for Our charges, payment is due within fifteen (15) days of the date on the invoice, and if payment is not received within such fifteen (15) day period, it is considered late. For Dual Billing, late payments or partial payment balances will be subject to a late fee of 2.00% per month, or the maximum rate allowable by law, whichever is less. Under LDC Consolidated, a late payment charge will be assessed at the same rate and in the same manner that Your LDC applies late payment charges to its unpaid charges. You shall reimburse FPP for any costs We incur in collecting monies owed to Us by You, including but not limited to attorneys' fees, expenses, and court costs. You are still responsible for paying all applicable taxes, and all applicable LDC charges including, but not limited to stranded cost recovery charges and transmission and distribution charges. We shall charge, and You shall be responsible for, any applicable taxes unless and until You provide Us proper and complete proof of tax exempt status. We do not offer budget billing. You may contact Your LDC using the contact information provided in Section 11 for information on the LDC's budget billing offerings.
3. **CUSTOMER PARAMETERS.** The Contract Price specified in the Agreement is conditioned on Your representation (i) that You do not own or utilize any on-site generation or renewable energy, including but not limited to energy storage, waste-to-energy, solar power, co-generation, and wind power ("On-Site Generation"); and (ii) there will not be a Customer Change, defined as a material change in (A) Your KWH usage during this Agreement compared to Your Historic KWH Usage, or (B) the aggregate installed capacity tags for the Account(s) as determined and set by the ISO or otherwise. If during this Agreement You intend to install On-site Generation or You expect there to be a Customer Change, You agree to provide Us at least forty-five (45) days' prior written notice. You acknowledge and understand any use by You of On-site Generation, and/or any Customer Change, determined solely by Us, in a commercially reasonable manner, without Our prior written consent, is in material breach of this Agreement. In the event of a default pursuant to this Section, We reserve the right to (i) terminate this Agreement, and invoice You the ETF; (ii) issue You a separate monthly invoice for the economic effects of the foregoing; or (iii) change Your rate for the remainder of the Term to a rate that covers the economic effects of the foregoing; or (iv) list such costs as a separate line item on Your monthly invoice.
4. **TERM AND EXPIRATION.** The Term for each Account shall begin when the Account is enrolled on FPP's service and the exact enrollment date for each Account is determined by Your LDC's enrollment procedures. We will attempt to enroll each Account on its regularly scheduled meter read date on or after the first day of the month in the Start Date. The Term for each Account shall end coincident with the first regularly scheduled meter read date on or after the first day of the month in the End Date. We shall not be held liable if the actual enrollment date or cancellation date for any Account is not exactly consistent with its LDC meter read date for the Account. We shall employ Our best efforts to enroll each Account at the start of the Term and You shall employ Your best efforts to cooperate with Our efforts to enroll each Account, including but not limited to, You providing Us with a copy of an electricity bill prepared by Your LDC for each Account within the prior fifty (50) days of Our request. We shall not be held liable for not enrolling any Account if such failure was due to any cause beyond Our control. If following termination of this Agreement or conclusion of the Term (whether in whole or in part), for any reason, some or all of the Account(s) remain on Our service, We may continue to service such Account(s) on Our month-to-month Non-Indexed Variable Rate ("Automatic Extension Term"). Either Party may choose to terminate any Account during the Automatic Extension Term at any time within its discretion and You shall provide Us written notice of any such request You have, at which time We will drop each Account as of the next available, scheduled LDC meter read date to the then-applicable tariff service, whether default service or otherwise. We shall not be held liable for not dropping any Account if such failure was due to any cause beyond Our control.

5. **EVENT OF DEFAULT.** An "Event of Default" means with respect to a Party ("Defaulting Party"): (i) failure to make payments when due under this Agreement, if not paid within 5 business days following written notice that the payment is past due; (ii) any warranty or representation that is, at any applicable time, materially false or misleading; (iii) (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 debts as they fall due; (iv) You fail to provide Us with Financial Assurance under Section 12. Assurances; (v) You enter into a merger with, or sell all or substantially all of Your assets to, another entity that fails to assume Your obligations under this Agreement; or (vi) a Party is in any other material default of any of the obligations under this Agreement. The Non-Defaulting Party shall provide written notice of default under this Agreement, providing fifteen (15) days to remedy such default. If the Event of Default is not remedied, the other Party ("Non-Defaulting Party") shall have the right to terminate this Agreement and collect the ETF. If there is a Change in Law, FPP may, in its sole discretion, cancel this Agreement after providing You at least ten (10) days' advance written notice.
6. **EARLY TERMINATION FEE.** The Early Termination Fee (ETF) for each Account shall be calculated by the Non-Defaulting Party, in a commercially reasonable manner, as: (1) if You are the Defaulting Party as the positive dollar amount, if any, of [the Contract Price less the market price of serving the Account for the remainder of the Term from its effective date of termination] multiplied by [Your expected KWH use for the remainder of the Term from the effective date of termination for the Account (based on Your Historic KWH Usage or Our commercially reasonable forecast)] or (2) if We are the Defaulting Party as the positive dollar amount, if any, of [the market price of serving the Account for the remainder of the Term from its effective date of termination] less the Contract Price multiplied by [Your expected KWH use for the remainder of the Term from the effective date of termination for the Account (based on Your Historic KWH Usage or Your commercially reasonable forecast)]. In addition to any ETF, the Defaulting Party shall reimburse the Non-Defaulting Party for any costs incurred in collecting amounts owed under this Agreement, including but not limited to reasonable attorneys' fees, expenses, and court costs. You are still responsible for paying Us any amounts due and owing prior to the termination of this Agreement, minus any amounts owed to You as a result of Our default.
7. **INFORMATION AUTHORIZATION.** You authorize Us to obtain and review information regarding Your credit history, including but not limited to information on file with credit-reporting agencies or otherwise. You authorize Us to obtain and review information pertaining to the Account(s) from the LDC, which includes but is not limited to: electricity account number, phone number, address, meter-read dates, service data, rate-class data, electric consumption history, billing determinants, and payment history. You authorize Us to obtain copies of current and historical electric bills pertaining to the Account(s) directly from the LDC for a period of up to six (6) months after the Term or Automatic Extension Term, whichever is greater and We may use such information to determine whether to begin or to continue to provide You with energy supply service, and to bill and collect monies owed to Us. You authorize Us to obtain copies of tax-exempt forms pertaining to the Account(s) directly from the LDC for a period of up to thirty-six (36) months after the Term or Automatic Extension Term, whichever is greater. Both Parties will keep all information regarding this Agreement and the other Party confidential; provided, however We may share some information with our sales partners including, but not limited to meter-read dates, payment history, and electric consumption history.
8. **ASSIGNMENT.** This Agreement shall extend to and be binding upon Our respective successors and permitted assignees; provided, however, that You may not assign this Agreement without Our prior written consent, which shall not be unreasonably withheld. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, We may assign Our rights and obligations hereunder to an affiliate of FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or to a party with the legal ability to supply electricity, provided that in any instance of Our assignment, the assignee shall have equal or better credit than FPP and shall also have the technical and financial capacities to fulfill all of its obligations under this Agreement. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligations hereunder.
9. **CHANGE IN LAW.** This Agreement is subject to all present and future, valid and applicable Laws. In the event of a Change in Law, We may, in Our sole discretion, pass through or allocate, as the case may be, the economic effects of such change(s) by (i) issuing You a separate monthly invoice for the cost(s); (ii) changing Your rate for the remainder of the Term to a rate that covers the economic effects of the Change in Law(s); or (iii) by listing such cost(s) as a separate line item on Your monthly invoice. For the purpose of clarity, a Change in Law shall not include changes in ISO capacity cost allocations when such changes were not the direct result of a specific change in the ISO tariff.
10. **CONTACT INFORMATION.** You may reach Us by (i) phone at (888) 875-1711; (ii) email at enroll@firstpointpower.com; or (iii) mail at 300 Jefferson Blvd., Ste. 104, Warwick, RI 02888. Our website is www.FirstPointPower.com. You agree to accept notices in electronic format. Should You wish to change Your preferred method of communication You agree to submit such request to Us in writing. For emergencies, outages, and equipment service, contact Your LDC by means outlined here: Central Maine Power Company at 1-800-565-3181; Emera Incorporated at 1-855-363-7211.
11. **ASSURANCES.** If at any time during the Agreement, (i) FPP has reasonable basis to believe Your creditworthiness or Your ability to perform Your obligations under this Agreement have become unsatisfactory; or (ii) any Financial Assurance held by Us has, in Our reasonable discretion, become unsatisfactory, then We shall be entitled to request You provide Us with Financial Assurance (including replacement or additional replacement Financial Assurance) and You shall have five (5) business days from such request to provide Us with the requested Financial Assurance. The posting or amount of any Financial Assurance hereunder shall be subject to any applicable Laws and any limitations imposed by such Laws.
12. **DISPUTE RESOLUTION.** In the event of a disagreement involving the terms of this Agreement, the Parties will use best efforts to resolve the dispute and shall use commercially reasonable means to mitigate its effects. You shall contact Us in writing regarding any disputed bill, stating the reason for the dispute, and You agree to pay the undisputed portion

TERMS AND CONDITIONS

of the bill. If You do not notify Us in writing of a disputed bill within 180 days after the due date, the dispute is deemed waived.

13. FORCE MAJEURE. Except for Your obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a Party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or Your LDC which result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder. The affected Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

14. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT. THE REMEDY IN ANY CLAIM OR SUIT ARISING OUT OF THIS AGREEMENT WILL BE SOLELY LIMITED TO DIRECT ACTUAL DAMAGES, PROVIDED THAT IN NO EVENT SHALL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE DIFFERENCE BETWEEN THE REASONABLE PRICE OF REPLACING ANY UNDELIVERED ELECTRICITY AND THE PRICE OF ELECTRICITY UNDER THIS AGREEMENT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

15. WARRANTIES. You warrant and represent (i) that no Account supplied under this Agreement is a Residential Account or a Small Commercial Account; (ii) if You are a city, town or municipality, You are a duly authorized representative and all such persons as required to be signatories to or otherwise execute this Agreement under the laws of the city, town or municipality and have executed and are authorized to execute this Agreement in accordance with such laws; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by You or, to Your knowledge, threatened against You or any Account.

16. MISCELLANEOUS. This Agreement sets forth the entire agreement between the Parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by authorized representatives of both Parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. The Parties acknowledge and agree that

this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code. Each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury including without limitation, death, tangible property damage or any other damages arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity provided pursuant to this Agreement that the indemnifying Party caused due to its negligence, willful misconduct, or any action or inaction which gives rise to any liability. No delay or failure by a Party in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. This Agreement and all matters arising out of or relating to it shall be governed and construed in accordance with the laws in which any Account is located, without regard to any conflicts-of-law principle that directs the application of another jurisdiction's laws. If the matter at issue involves Accounts or matters in more than one state, the governing jurisdiction and venue shall be deemed to be Rhode Island.

17. NOTICE OF OPT-OUT FEE FOR MEDIUM AND LARGE CUSTOMERS. Your termination of standard offer service (if applicable) may require the payment of a fee, as required by Chapter 301 of the ME PUC's rules. This is a regulatory fee, and it is not imposed by competitive electricity providers. You are encouraged to review the applicability of Chapter 301 in advance of accepting service from a competitive electricity provider.

18. ENVIRONMENTAL DISCLOSURE STATEMENT. You may find our Environmental Disclosure Label on our website, www.FirstPointPower.com.

19. DISCLOSURE OF RISKS AND COSTS ASSOCIATED WITH REAL-TIME, INDEXED, OR VARIABLE ELECTRICITY PRODUCTS. Maine regulations require that electricity suppliers, brokers, and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or any energy price index.

Volatility Risk: Electricity Prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather, and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

Customer Initial 

Customer Initial 



Addendum Accounts - Total Accounts (62)

This offer is subject to expiration at 9/09/2019 4:00 PM; please contact your sales rep for current market pricing after this time

Account Information

<u>Account Name</u>	<u>Account #</u>	<u>Est. Start Date</u>	<u>Utility</u>	<u>Load Zone</u>	<u>Utility Rate</u>	<u>Est. Annual kwh</u>
Town of Falmouth ME	030010598289	16-Dec-20	CMP - ME	Maine	SGS-S 1P	188
Town of Falmouth ME	035010411128	29-Dec-20	CMP - ME	Maine	MGS-S 3P	131,195
Town of Falmouth ME	035010673008	26-Dec-20	CMP - ME	Maine	SGS-S 3P	14,005
Town of Falmouth ME	035010673008	27-Dec-20	CMP - ME	Maine	SGS-S 3P	10,289
Town of Falmouth ME	035010747737	21-Dec-20	CMP - ME	Maine	SGS-S 1P	313
Town of Falmouth ME	035010908511	26-Dec-20	CMP - ME	Maine	SGS-S 1P	186
Town of Falmouth ME	035011048630	16-Dec-20	CMP - ME	Maine	SGS-S 3P	37,219
Town of Falmouth ME	035011074065	16-Dec-20	CMP - ME	Maine	SGS-S 1P	3,930
Town of Falmouth ME	035011094261	16-Dec-20	CMP - ME	Maine	SGS-S 1P	3,093
Town of Falmouth ME	035011108533	16-Dec-20	CMP - ME	Maine	SGS-S 1P	10,874
Town of Falmouth ME	035011177587	21-Dec-20	CMP - ME	Maine	SGS-S 1P	50
Town of Falmouth ME	035011187867	16-Dec-20	CMP - ME	Maine	SGS-S 1P	197
Town of Falmouth ME	035011240922	26-Dec-20	CMP - ME	Maine	SGS-S 1P	10,662
Town of Falmouth ME	035011246036	21-Dec-20	CMP - ME	Maine	SGS-S 1P	424
Town of Falmouth ME	035011259567	26-Dec-20	CMP - ME	Maine	SGS-S 1P	1,300
Town of Falmouth ME	035011259773	26-Dec-20	CMP - ME	Maine	SGS-S 1P	1,157
Town of Falmouth ME	035011291859	26-Dec-20	CMP - ME	Maine	SGS-S 3P	3,228
Town of Falmouth ME	035011352289	26-Dec-20	CMP - ME	Maine	SGS-S 1P	120
Town of Falmouth ME	035011376262	29-Dec-20	CMP - ME	Maine	SGS-S 3P	48,221
Town of Falmouth ME	035011379159	26-Dec-20	CMP - ME	Maine	SGS-S 1P	3,943
Town of Falmouth ME	035011397946	26-Dec-20	CMP - ME	Maine	SGS-S 1P	1,657
Town of Falmouth ME	035011409667	19-Dec-20	CMP - ME	Maine	SGS-S 3P	19,346
Town of Falmouth ME	035011425408	29-Dec-20	CMP - ME	Maine	MGS-S 3P	83,520
Town of Falmouth ME	035011598386	24-Dec-20	CMP - ME	Maine	MGS-S 3P	85,072
Town of Falmouth ME	035011598592	23-Dec-20	CMP - ME	Maine	SGS-S 1P	12,932
Town of Falmouth ME	035011845456	29-Dec-20	CMP - ME	Maine	MGS-S 3P	135,848
Town of Falmouth ME	035011879745	25-Dec-20	CMP - ME	Maine	SGS-S 3P	3,262
Town of Falmouth ME	035011881170	25-Dec-20	CMP - ME	Maine	SGS-S 1P	687
Town of Falmouth ME	035011926082	25-Dec-20	CMP - ME	Maine	SGS-S 3P	23,889
Town of Falmouth ME	035011932619	26-Dec-20	CMP - ME	Maine	SGS-S 3P	28,351
Town of Falmouth ME	035011938434	25-Dec-20	CMP - ME	Maine	SGS-S 1P	3,426
Town of Falmouth ME	035012174658	20-Dec-20	CMP - ME	Maine	SGS-S 1P	12,224
Town of Falmouth ME	035012239782	26-Dec-20	CMP - ME	Maine	SGS-S 1P	90
Town of Falmouth ME	035013495896	21-Dec-20	CMP - ME	Maine	SGS-S 1P	26,978
Town of Falmouth ME	035013577172	23-Dec-20	CMP - ME	Maine	SGS-S 1P	9,418
Town of Falmouth ME	035013583691	23-Dec-20	CMP - ME	Maine	SGS-S 1P	3,630
Town of Falmouth ME	035013586652	23-Dec-20	CMP - ME	Maine	SGS-S 1P	13,383
Town of Falmouth ME	035013609249	26-Dec-20	CMP - ME	Maine	SGS-S 1P	22,986
Town of Falmouth ME	035013612565	23-Dec-20	CMP - ME	Maine	SGS-S 1P	3,596
Town of Falmouth ME	035013627936	20-Dec-20	CMP - ME	Maine	SGS-S 3P	3,914
Town of Falmouth ME	035013694803	26-Dec-20	CMP - ME	Maine	SGS-S 1P	1,169
Town of Falmouth ME	035014307751	26-Dec-20	CMP - ME	Maine	STREET LIG	25,297
Town of Falmouth ME	035014490854	20-Dec-20	CMP - ME	Maine	SGS-S 3P	8,288
Town of Falmouth ME	035014510115	20-Dec-20	CMP - ME	Maine	MGS-S 3P	81,643
Town of Falmouth ME	035014510271	20-Dec-20	CMP - ME	Maine	SGS-S 1P	564
Town of Falmouth ME	035014577817	25-Dec-20	CMP - ME	Maine	A	13,775
Town of Falmouth ME	035014636415	29-Dec-20	CMP - ME	Maine	SGS-S 3P B	37,242
Town of Falmouth ME	035014636639	26-Dec-20	CMP - ME	Maine	SGS-S 3P	9,764
Town of Falmouth ME	035014986679	25-Dec-20	CMP - ME	Maine	SGS-S 1P	6,217
Town of Falmouth ME	035015041706	25-Dec-20	CMP - ME	Maine	SGS-S 1P	4,544
Town of Falmouth ME	035015263961	26-Dec-20	CMP - ME	Maine	A	2,427

Customer Initials



Town of Falmouth

9/9/2019

Addendum Accounts - Total Accounts (62)

This offer is subject to expiration at 9/09/2019 4:00 PM; please contact your sales rep for current market pricing after this time

Account Information

<u>Account Name</u>	<u>Account #</u>	<u>Est. Start Date</u>	<u>Utility</u>	<u>Load Zone</u>	<u>Utility Rate</u>	<u>Est. Annual kwh</u>
Town of Falmouth ME	035015284603	26-Dec-20	CMP - ME	Maine	SGS-S 1P	455
Town of Falmouth ME	035015331560	25-Dec-20	CMP - ME	Maine	SGS-S 1P	10,519
Town of Falmouth ME	035015524859	25-Dec-20	CMP - ME	Maine	SGS-S 1P	1,811
Town of Falmouth ME	035015910025	23-Dec-20	CMP - ME	Maine	MGS-S 3P	45,340
Town of Falmouth ME	035016030856	21-Dec-20	CMP - ME	Maine	SGS-S 1P	0
Town of Falmouth ME	035016835601	20-Dec-20	CMP - ME	Maine	SGS-S 1P	3,000
Town of Falmouth ME	035016868743	26-Dec-20	CMP - ME	Maine	SGS-S 3P	23,812
Town of Falmouth ME	035016911600	26-Dec-20	CMP - ME	Maine	SGS-S 1P	1,809
Town of Falmouth ME	035017019866	25-Dec-20	CMP - ME	Maine	SGS-S 1P	1,540
Town of Falmouth ME	035017151958	20-Dec-20	CMP - ME	Maine	MGS-S 3P	643,976
Town of Falmouth ME	035017166170	24-Dec-20	CMP - ME	Maine	MGS-S 3P	115,119

Customer Initials

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

TOWN OF FALMOUTH ME ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
Fuel Security Costs	Passed Through

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

Capacity Cost (Fixed): You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in the Master Agreement. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

<u>CAPACITY OBLIGATION COMPONENTS</u>	
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ICAP Tags	Fixed
Other ISO/Utility factors (such as reserve margin)	Fixed

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date" and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$.015000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Certain Warranties. You warrant and represent that the electricity supplied under this Agreement is not for use at a residence. For Account(s) located in the State of Maine, you represent and warrant that your AGGREGATE PEAK LOAD DURING ANY 12 MONTH PERIOD IS GREATER THAN 25 KILOWATTS.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St. Suite 750, Houston, TX 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
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Additional Terms. For Accounts located in the State of Maine:

(i) Maine Public Utilities Commission. additional information, including information on consumer rights, may be obtained by contacting the Maine Public Utilities Commission at (207) 287-3831.

(ii) Withdrawal from the ISO. Any withdrawal of the Utilities located in the State of Maine (the "Maine Transmission and Distribution Utilities") from the ISO, which is the New England Regional Transmission Organization approved by the Federal Energy Regulatory Commission, or any action taken to restructure or otherwise significantly change the participation of the Maine Transmission and Distribution Utilities in ISO (including but not limited to the situation where the Maine Transmission and Distribution Utilities form an independent transmission company managing access to Maine's transmission system or join a Canadian transmission system) (the "Maine Restructuring Event") shall be deemed a Change in Law pursuant to Section 5 of this Agreement and we will have the right to adjust upward the amounts payable by you under this Agreement to take account of such circumstances. Notwithstanding any other provision of this Agreement, where a Maine Restructuring Event has occurred or is occurring and we are unable to carry out our obligations under this Agreement due to such Maine Restructuring Event, we shall have the right to terminate this Agreement without penalty by providing you thirty (30) days prior written notice.

(iii) Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products. Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index. Customer acknowledges:

(a) Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors;

(b) Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results;

(c) Additional Costs: Electricity supplied directly through the ISO-NE administered day-ahead and real-time energy markets can involve substantial direct and indirect costs, including but not limited to capacity and ancillary service costs, credit assurances, and NEPOOL and ISO expense assessments. In addition, participation in these markets may require processes such as load forecasting, scheduling, and settlement in accordance with ISO-NE market rules.



E-Signed

lease initial your acknowledgement to the Disclosure of Risks and Costs Associated with Real-Time or Indexed Electricity Products.

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Town of Falmouth ME

E-Signed : 02/06/2019 07:22 PM EST

Nancy H. Fischer

contractadmin@constellation.com
IP: 216.99.180.223

Sertif Electronic Signature

DocID: 20190206151657425

Printed Name:

Title:

Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

E-Signed : 02/06/2019 05:04 PM EST

Peter McHugh

pmchugh@falmouthme.org
IP: 24.97.251.29

Sertif Electronic Signature

DocID: 20190206151657425

Printed Name:

Title:

Date:

Address: 271 Falmouth Road
Falmouth, ME 04105

Fax:

Phone:

Email:

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Doc ID: 20190206151657425

Sertif Electronic Signature

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the locational Marginal Price for the ISO zone identified in the Account Schedule.

"Fuel Security Reliability Program Costs ("Fuel Security Costs")" means those costs or charges that are incurred by load serving entities in the ISO New England service territory associated with fuel security reliability, as described in ISO New England tariff provisions accepted by the Federal Energy Regulatory Commission ("FERC") in Docket Nos. ER18-2364-000 and EL18-182-000 as proposed or implemented during the term of this Agreement, including but not limited to costs associated with cost-of-service agreements ("COS Agreements"), such as the agreement accepted for filing by the FERC in Docket No. ER18-1639-000. If Fuel Security Costs are Fixed under this Agreement, then such costs shall only include costs associated with the COS Agreements in effect as of the date of the full execution of this Agreement. Any additions, modifications or conditions to the treatment of Fuel Security Costs under the ISO New England tariff or otherwise, including but not limited to any modifications of the existing COS Agreement, any new COS Agreements, any new or modified long-term market solutions, and any interim fuel-security measures implemented by ISO New England and accepted or approved by FERC after the date of the full execution of this Agreement shall be deemed a Change in Law pursuant to Section 5 below.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs ("RPS Costs")" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh

usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
 - the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us
- ; and

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• all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual

damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy

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characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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ACCOUNT SCHEDULE:
For: Town of Falmouth ME

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on February 6, 2019

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is **COMPLETE** and **ACCURATE**.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 45

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
CMP	030010598289	Falmouth Rd, Falmouth, ME 04105	02/19/19	12/17/20	\$0.06670
CMP	035010673008	Mill Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035010747737	Falmouth Rd, Falmouth, ME 04105	02/22/19	12/22/20	\$0.06670
CMP	035010908511	Cor Brook/Blackstrap, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035011074065	Waites Landing Rd, Falmouth, ME 04105	02/19/19	12/17/20	\$0.06670
CMP	035011094261	Landing Woods Ln, Falmouth, ME 04105	02/19/19	12/17/20	\$0.06670
CMP	035011108533	Thornhurst Rd, Falmouth, ME 04105	02/19/19	12/17/20	\$0.06670
CMP	035011177587	Community Park Dr, Falmouth, ME 04105	02/22/19	12/22/20	\$0.06670
CMP	035011187867	US Route 1 Lgt, Falmouth, ME 04105	02/19/19	12/17/20	\$0.06670
CMP	035011240922	17 Mill Garage Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035011246036	Huston Ln, Falmouth, ME 04105	02/22/19	12/22/20	\$0.06670
CMP	035011259567	Gray Falmouth Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035011259773	Gray Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035011291859	Old Mill Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035011352289	Middle Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035011379159	Depot Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035011397946	Middle and Buckn Rds, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035011598592	Woods Rd, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670

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CMP	035011879745	50 Woodville Rd, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035011881170	50 Woodville Rd, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035011938434	Woodlands Dr, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035012174658	202 US Route 1, Falmouth, ME 04105	02/21/19	12/19/20	\$0.06670
CMP	035012239782	63 Gray Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035013577172	Inverness Rd Pmp, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035013583691	Inverness Rd Pmp, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035013586652	Inverness Rd Pmp, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035013609249	Birkdale Rd, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035013612565	Hazeltine Dr, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035013627936	Northbrook Dr 19, Falmouth, ME 04105	02/21/19	12/19/20	\$0.06670
CMP	035013694803	Bucknam Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035014490854	US Rt 1 Johnson Rd Pmp, Falmouth, ME 04105	02/21/19	12/19/20	\$0.06670
CMP	035014510271	Bucknam Rd, Falmouth, ME 04105	02/21/19	12/19/20	\$0.06670
CMP	035014577817	Forside Rd, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035014636639	Leighton Rd Pmp Hse, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035014986679	Town Landing Rd, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035015041706	Underwood Rd, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035015263961	Gray/Traffic Lt Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035015284603	Falmouth Rd Swr, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035015331560	Baysite Ter, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035015524859	Hedferow Dr, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670
CMP	035016030856	Community Park Dr, Falmouth, ME 04105	02/22/19	12/22/20	\$0.06670
CMP	035016835601	Farm Gate Rd Pmp, Falmouth, ME 04105	02/21/19	12/19/20	\$0.06670
CMP	035016868743	Handy Boat Rd, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035016911600	20 Mill (Minimill) Rd Gar, Falmouth, ME 04105	02/28/19	12/29/20	\$0.06670
CMP	035017019866	Johnson Rd Rt, Falmouth, ME 04105	02/27/19	12/26/20	\$0.06670

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TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge and understand that:

- We are making a payment to Competitive Energy Services, LLC in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Competitive Energy Services, LLC
- Competitive Energy Services, LLC is acting on your behalf as your representative and is not a representative or agent of ours.
- You should direct any questions regarding such fee to Competitive Energy Services, LLC.

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