

ENERGY SERVICES AGREEMENT

by and among

CITY OF IRONTON,

as Governmental Aggregator,

and

DIRECT ENERGY SERVICES, LLC,

as Competitive Retail Electric Service Provider

ENERGY SERVICES AGREEMENT

This **ENERGY SERVICES AGREEMENT** (this "Agreement") is entered into by and among the City of Ironton ("Government Aggregator" or "GA") and Direct Energy Services, LLC, a Delaware limited liability company ("Direct Energy"). GA and Direct Energy may each be referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Direct Energy is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Electric Service ("CRES") provider to sell Electric Supply Service to consumers and governmental aggregation programs in the State of Ohio;

WHEREAS, GA has been certified by the PUCO as a Governmental Aggregator pursuant to Chapter 4901:1-21 of the Administrative Code and Section 4928.20 of the Revised Code;

WHEREAS, Direct Energy provides, among other things, Electric Supply Service and related services to municipal corporations, boards of township trustees, and boards of county commissioners acting as Governmental Aggregators for the provision of CRES under authority conferred by Section 4928.20 of the Revised Code;

WHEREAS, GA has adopted a Local Law to create its own Governmental Aggregation program (the "Program") within the GA and has adopted a plan of operation and governance (the "Operation Plan") in accordance with Section 4901:1-21-16 of the Administrative Code and Section 4928.20 of the Revised Code to aggregate consumers to negotiate competitive rates for the supply of CRES for such consumers;

WHEREAS, Aspen Energy Corporation ("Administrator") has been authorized by GA to act as administrator for the Program pursuant to Local Law;

WHEREAS, Direct Energy desires to provide Electric Supply Service to Eligible Consumers located within the GA, pursuant to the terms and conditions of the GA's Program and this Agreement; and

WHEREAS, the GA desires that Direct Energy provide the Electric Supply Service necessary to serve the Participating Consumers of the GA's Program.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. The following terms shall have the meaning hereinafter specified:

"Administrator" has the meaning set forth in the Preamble of this Agreement.

“Administrator Fee” has the meaning set forth in Article 7.

“Administrative Code” means the Ohio Administrative Code, Chapter 4901:1-21 et. seq., as amended from time to time.

“Agreement” has the meaning set forth in the Preamble.

“Associated Entities” means any and all of the employees, officers, agents, representatives, and independent contractors and subcontractors of Direct Energy or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, Direct Energy in meeting its obligations under the Agreement, but specifically excluding the Local Utility.

“Bankruptcy” means, with respect to a Party, (i) such Party ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party’s assets, or to foreclose on any of a Party’s assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

“Commercially Reasonable” means any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations.

“Competitive Retail Electric Service” or “CRES” provider means, as defined by Chapter 4901:1-21 of the Ohio Administrative Code, an entity that sells electric energy to retail customers in Ohio.

“Direct Energy” has the meaning set forth in the Preamble of this Agreement.

“Default Service” means electric supply service provided by the Local Utility to customers who are not currently receiving Electric Supply Service from Direct Energy or another CRES provider authorized to conduct business in the State of Ohio. Residential and Small Commercial Customers within the GA that receive Default Service as of the Effective Date, and have not opted out, will be enrolled in the Program as of the Service Commencement Date.

“Electronic Data Interchange” or “EDI” means the exchange of business data in a standardized format between business computer systems.

“Effective Date” means the later date on which this Agreement is executed by the Parties.

“Electric Supply Service” means “Retail Electric Supply Service” as defined in Section 4928.01 of the Revised Code.

“Eligible Consumers” means all Residential Customers and Small Commercial Customers that are Eligible Governmental Aggregation Customers, or “New Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the GA, except those consumers who receive Default Service and have requested not to have their account information shared by the Local Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the GA, as such boundaries exist on the Effective Date of this Agreement, and receive Default Service from the Local Utility’s distribution or transmission system.

“Eligible Governmental Aggregation Customers” has the meaning set forth in Section 4901:1-21-01 of the Administrative Code and Section 4928.20 of the Revised Code.

“FERC” means the Federal Energy Regulatory Commission that has jurisdiction over interstate electricity sales, wholesale electric rates, hydroelectric licensing, natural gas pricing, and oil pipeline rates.

“Force Majeure” means any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligation under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lockouts; or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any discretionary acts or failures to act, or orders of any kind by the City may not be asserted as an event of Force Majeure by the City; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party’s power to prevent such act, failure to act, or order.

“GA” has the meaning set forth in the Preamble of this Agreement.

“General Communications” means direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication.

“Governmental Aggregator” means an eligible governmental entity acting exclusively under Section 4928.20 of the Revised Code as an aggregator for the provision of CRES.

“Governmental Aggregation” means a program established by a Governmental Aggregator for the provision of CRES under authority conferred by, inter alia, Section 4928.20 of the Revised Code.

“Governmental Authority” means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the GA.

“Governmental Rule” means any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

“KWh” means kilowatt hour, which is 1,000 watts of electrical power.

“Local Law” means an ordinance or resolution duly adopted by GA as required by Section 4928.20 of the Revised Code authorizing GA to aggregate CRES within its jurisdiction.

“Local Utility” means the electric supply company that is the owner or controller of the means of distribution of electricity that is regulated by the PUCO in the GA.

“New Consumers” means Residential Customers and Small Commercial Customers that become Eligible Consumers after the Effective Date, including those that opt in or move into GA and those who complete or terminate other third-party supply contracts and have returned to Default Service, provided these consumers have not previously opted out of the Program.

“New Taxes” has the meaning set forth in Section 17.2.

“Normal Business Hours” has the meaning set forth in Section 5.2.

“OAC” means the Ohio Administrative Code Annotated, as amended.

“Operation Plan” has the meaning set forth in the Recitals of this Agreement.

“Opt-Out Period” has the meaning set forth in Section 3.1.

“Participating Consumers” means Eligible Consumers enrolled in the Program, either because they are consumers who receive Default Service from the Local Utility as of the Effective Date and have not opted out, or have been served by the Program and have not opted out, or are New Consumers that did not opt out.

“Parties” has the meaning set forth in the Preamble of this Agreement.

“Program” has the meaning set forth in the Recitals of this Agreement.

“Product” refers to a unique Electric Supply Service option offered to Eligible Customers

at a specific price and containing a specific combination of energy services and attributes unique from other products.

“Renewable Energy Credit” or “REC” means an instrument that identifies the relevant generation attributes of each MWh produced by a renewable energy resource.

“Rescission Period” means the seven (7) day period immediately following the expiration of the Opt-Out Period during which time an Eligible Consumer may terminate or rescind such Eligible Consumer’s decision to participate in the Program.

“Regulatory Event” means the implementation of a new, or changes to an existing, Regulation, Law, or Governmental Rule by a Governmental Authority or decision from a court of competent jurisdiction, including without limitation the Local Utility’s tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this Agreement. The term “changes” as used herein includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

“Residential Customer” has the meaning set forth in OAC Chapter 4901:1-21-01

“Revised Code” means the Ohio Revised Code Annotated, Title XLIX, Chapter 4928 et. Seq., as amended from time to time.

“RFP” means the Request for Proposal issued by GA on July 31, 2024 in connection with the Program.

“Service Commencement Date” means the date of the Participating Consumers’ first meter read as set forth in Exhibit A.

“Service Contacts” has the meaning set forth in Section 5.4.

“Small Commercial Customer” has the meaning set forth in Section 4928.01 of the Revised Code.

“Taxes” means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the Term.

“Term” has the meaning set forth in Section 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 General Description and Limitations. Direct Energy is hereby granted the exclusive right to be the default provider of Electric Supply Service to Participating Consumers pursuant to the terms of this Agreement. In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out or have previously opted out of the Program. In the event the geographic boundaries of the GA change during the Term, Direct Energy shall only be obligated to provide Electric Supply Service to those Participating Consumers

located within the GA as such boundaries existed on the Effective Date of this Agreement. As between the Parties, Direct Energy has the sole obligation of making appropriate arrangements with the Local Utility, and any other arrangements which may be necessary so that Participating Consumers receive the electricity supplies to be delivered pursuant to this Agreement. The GA shall specifically authorize the Local Utility to provide, and Direct Energy shall have the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Utility. The fees charged by the Local Utility for the provision of this data shall be paid for by Direct Energy. Direct Energy shall request consumption data for individual Participating Consumers from the Local Utility via EDI. If further action is required by the Local Utility to authorize Direct Energy to receive such consumption and billing data, the Administrator, on behalf of GA, agrees to use Commercially Reasonable efforts to assist Direct Energy in obtaining such information for Participating Consumers, including, without limitation, assisting Direct Energy in obtaining permission from such Eligible Consumers and/or the PUCO, where necessary as a prerequisite to the provision of such information. Direct Energy shall not be responsible for any errors that Direct Energy or any of its Associated Entities makes in the provision of Electric Supply Service to the extent that such errors are caused by errors or omissions in the information provided to it by the Local Utility.

2.2 Ownership And Use of Eligible Consumer Data.

2.2.1 Direct Energy acknowledges that (i) Direct Energy does not hold any permanent right, title or interest in Eligible Consumer data, and (ii) such data is to be obtained, retained and used by Direct Energy and its Associated Entities solely to provide Electric Supply Service to Participating Consumers and to render other services expressly required or permitted under this Agreement. Direct Energy may obtain consent from GA to market additional products and services to Eligible and Participating Customers.

2.2.2 Notwithstanding Section 2.2.1, Direct Energy may share such Eligible Consumer data with third-party vendors as reasonably necessary to accommodate Direct Energy's provision of Electric Supply Service or other performance pursuant to this Agreement, provided that Direct Energy will take reasonable measures to secure the confidential nature of such data and the restrictions set forth in this Agreement. Direct Energy may use Eligible Consumer data to engage in direct marketing only during the Term and subject to the terms set forth in this Agreement.

ARTICLE 3 NOTIFICATION OF OPT-OUT RIGHTS; ENROLLMENT PROCEDURES

Notification To Eligible Consumers of Opt-Out Rights. Direct Energy, with the reasonable cooperation of GA and Administrator, shall be responsible for the designing, printing and mailing written notices (the "Opt-Out Notice(s)") to Eligible Consumers that comply with the requirements of section 4901:1-21-17 of the Administrative Code. The Opt-Out Notice shall be mailed to each Eligible Consumer prior to the date of automatic enrollment and shall include: Language on the front cover of the envelope or postcard that states "important notice regarding your electric service" written in plain language, shall, at a minimum, include:

- (1) A summary of the actions that the governmental entity took to authorize the aggregation.

(2) A description of the services that the governmental aggregator will provide under the aggregation.

(3) Disclosure of the price that the governmental aggregator will charge customers for electric generation service. For fixed-rate contracts, the governmental aggregator shall provide the price per kilowatt hour, and if applicable, for generation and transmission service. If the governmental aggregator offers a variable rate, the governmental aggregator shall provide an understandable description of the factors that will cause the price to vary (including any associated indices) and disclose how frequently the rate will change. If the governmental aggregator charges different rates to different rate classes within the aggregation, the governmental aggregator shall disclose the applicable rate(s) to customers within each rate class.

(4) An itemized list and explanation of all fees and charges that are not incorporated into the rates charged for electricity generation that the governmental aggregator will charge to the customer for participating in the aggregation, including any early termination penalties and any surcharges, or portions thereof, that may be assessed pursuant to division (I) of section 4928.20 of the Revised Code. The early termination penalties shall not apply to a customer that moves out of the governmental aggregator's territory.

(5) Disclosure of the dates covered by the governmental aggregation program, including an estimated service commencement date, and notice that the customer may opt out of the aggregation at least every three years without penalty.

(6) A statement informing customers that choose to opt out of the governmental aggregation program prior to the commencement of the governmental aggregation program that they will be served by the standard service offer established pursuant to section 4928.14 of the Revised Code or until the customer chooses an alternative supplier of electric service.

(7) A statement informing customers that, if they switch back to (name of electric utility), they may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

(8) If the governmental aggregator elects not to receive standby service from the electric utility under an approved electric security plan during the term of the governmental aggregation program pursuant to division (J) of section 4928.20 of the Revised Code, a statement informing customers that any customer returning to the electric utility after the commencement of the governmental aggregation program will pay the market price of power incurred by the electric utility to serve that consumer plus the amount attributable to the electric utility's compliance with the alternative energy resource provisions of section 4928.64 of the Revised Code, unless such customer becomes ineligible pursuant to paragraph (E)(1)(a) or (E)(1)(g) of this rule, or any customer who moves within the aggregation boundaries where the electric utility considers the customer that is moving to be a new customer.

(9) Disclosure of any credit and/or deposit policies and requirements.

(10) Disclosure of any limitations or conditions on customer acceptance into the aggregation.

(11) A description of the process and associated time period for customers to opt out of the aggregation. The process shall include provisions for customers to return a postcard or similar notice to the governmental aggregator or its agent. The process may include, in addition, other opt-out methods, such as telephonic or internet notice, provided that these alternative methods allow for verification of a customer's election to opt out of the aggregation. The time period for a customer to choose to opt out of the aggregation shall extend at least twenty-one days from the date of the postmark on the written notice. If a customer's return postcard or notice is postmarked before the opt-out deadline has elapsed, the customer shall be deemed to have opted out of the aggregation.

(12) A local or toll-free telephone number, with the available calling hours, that customers may call with questions regarding the formation or operation of the aggregation.

3.1 All Opt-Out Notices must be approved in advance by the GA. The GA shall comply with the opt-out disclosure requirements set forth in Administrative Code Section 4901:1-21-17, and shall provide, in addition to the other requirements set forth therein, advance notice to the PUCO of GA's Program no more than thirty (30) days and no less than ten (10) days prior to the date that the Opt-Out Notices are sent. The GA shall include a copy of the final Opt-Out Notices or any supplemental opt-out customer notifications in such notice to the PUCO.

3.2 Enrollment. Subject to Section 3.1, Eligible Consumers as of the Effective Date who do not opt-out of the Program will be automatically enrolled in the Program and become Participating Consumers. Following the Effective Date, Direct Energy shall provide any New Consumers with an Opt-Out Notice within a reasonable amount of time after the Local Utility notifies Direct Energy of the existence of such New Consumer. New Consumers who elect not to opt-out of the Program shall be automatically enrolled in the Program and become Participating Consumers on the date set forth in such New Consumer's Opt-Out Notice. Direct Energy shall enroll all Eligible Consumers in accordance with applicable PUCO and Local Utility rules.

3.3 Coordination with Local Utility. The GA shall direct the Local Utility to provide to Direct Energy a list of (i) Participating Consumers as of the Effective Date, and (ii) New Consumers periodically following the Effective Date, as well as such Participating Consumers' and New Consumers' service and billing addresses, and any other information necessary for Direct Energy to begin providing Electric Supply Service (a) to such Participating Consumers as of the Service Commencement Date, and (b) to such New Consumers following the applicable Opt-Out Period for such New Consumer. In accordance with Administrative Code Section 4901:1-21-17(E), if ineligible consumers, consumers from outside of GA's geographic boundaries or Eligible Consumers who have opted out in accordance with this Agreement are inadvertently enrolled in the Program, GA and Direct Energy shall work together in good faith to: (i) notify the Local Utility and have the consumer in question switched back to the consumer's former supplier, and (ii) ensure the consumer is reimbursed by the GA or Local Utility for (x) any switching fees paid by the consumer as a result of the improper switch, and (y) the difference between the consumer's former rate and the GA's rate multiplied by the consumer's usage during the time the consumer

was served under the Program if the consumer's former rate was less than the rate charged under the Program and the higher rate was paid by the consumer.

3.4 Re-Enrollment after Opt-Out. At any time during the Term, Eligible Consumers who have previously opted out of the Program may request that they be enrolled in the Program. Direct Energy shall provide Electric Supply Service to such Eligible Consumers at the price as set forth in Exhibit A.

3.5 Consumers Served by Third-Parties. Consumers being served under other CRES programs offered by third-parties will not be automatically enrolled as Participating Consumers when such third-party programs terminate. Direct Energy agrees that consumers under such third-party CRES programs may affirmatively opt-in at any time and receive Electric Supply Service, thereby becoming Participating Consumers. New Consumers who opt-in as provided in this Section 3.5 shall be enrolled in the Program in accordance with this Agreement at the rates reflected in Exhibit A that refer specifically to New Consumers.

3.6 Termination Fees. There shall be no termination fees for any Participating Consumers to disenroll from the Program.

ARTICLE 4 TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date, provided, however, that Direct Energy's obligation to provide Electric Supply Service shall not commence until the Service Commencement Date and shall continue for a period of 12 months (the "Term") and terminate with the Participating Consumers' first meter read dates for the month of December 2025 unless the term is extended or terminated earlier in accordance with the terms of this Section 4.1. The Term may be extended at any time by the mutual written agreement of the Parties, and Exhibit A shall be updated as necessary to reflect any new pricing terms mutually agreed upon by the Parties.

4.2 Termination. This Agreement may be terminated during the Term upon written notice to the other Parties in the following scenarios:

4.2.1 by the GA or Direct Energy, if any other Party fails to remedy or cure any breach of any material provision or condition of this Agreement (including, with respect to Direct Energy, Section 2.2.2 and Article 9), but excluding the failure to provide or arrange for Electric Supply Service, which is addressed in Section 4.2.6), within sixty (60) days following written notice to do so by the non-breaching Party;

4.2.2 by the GA or Direct Energy, if any material provision or condition of this Agreement is finally adjudged invalid by any court of competent jurisdiction, or if the PUCO exercises any lawful jurisdiction so as to invalidate or disapprove this Agreement in whole or in material part;

4.2.3 by the GA or Direct Energy if a Regulatory Event prevents Direct Energy from performing its obligations under this Agreement;

4.2.4 by the GA if a court, the PUCO or other Governmental Authority adjudicates contrary to Article 6;

4.2.5 by the GA or Direct Energy if (i) an order is entered against any other Party approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) if any Party shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of such Party property;

4.2.6 by the GA without a cure period if Direct Energy fails to provide or arrange for Electric Supply Service to Participating Consumers in accordance with the terms of this Agreement, provided, however, that no such termination right shall exist if Direct Energy's failure to provide or arrange for Electric Supply Service to Participating Consumers occurs as a result of or due to: (i) a failure or default by GA and/or its Administrator, or (ii) actions or inactions by any Governmental Authority or the Local Utility;

4.2.7 by any Party in accordance with the Force Majeure Section 18.6; or

4.2.8 by the GA or Direct Energy pursuant to Section 17.1.

4.3 Obligations Upon Termination. Following termination of this Agreement, (i) the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the Agreement, (ii) Direct Energy shall continue to have the right to collect all monies due for services rendered to that date each account is switched by the utility, and (iii) Direct Energy shall have all Participating Consumers switched back to Default Service by submitting all consumer drops via EDI to the Local Utility in a form acceptable to the Local Utility.

ARTICLE 5 CONTINUING COVENANTS

5.1 Standards of Management and Operations. Direct Energy shall (i) exercise reasonable care to assure that its facilities are prudently and efficiently managed; (ii) ensure that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; (iii) deliver or arrange to deliver an uninterrupted amount of Electric Supply Service as required under this Agreement; and (iv) comply with all relevant industry standards and practices for the Electric Supply Service to Participating Consumers.

5.2 Customer Service Access. Direct Energy agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers and shall be available via a toll-free telephone number from 9:00 A.M. - 5:00 P.M. Eastern Time, Monday through Friday ("Normal Business Hours") to allow Participating Consumers to resolve concerns, ask questions and transact business with respect to the Electric Supply Service received from Direct Energy. Direct Energy shall serve as a communications liaison among Direct Energy, GA and the Local Utility with respect to customer service-related issues.

5.3 GA Website. If GA posts Program-related information on the GA's website or a related Program website, it will be available to Participating Consumers in compliance with all PUCO requirements. Direct Energy is not liable for content posted on GA's website.

5.4 Responding to Requests for Information. To the extent authorized by the Participating Consumer(s) (if required by applicable law), Direct Energy shall, during Normal Business Hours, respond reasonably promptly and without charge to reasonable requests of the GA for information or explanation regarding the matters covered by this Agreement. Direct Energy shall designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Section 5.4, the Service Contacts shall call upon other employees or agents of Direct Energy to obtain such information or explanation as may be reasonably requested. Nothing in this Section 5.4 shall be interpreted as limiting the obligation of Direct Energy to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of PUCO regarding customer service.

5.5 Arranging for Electric Supply Service. Direct Energy shall participate in or make appropriate arrangements with any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of Electric Supply Service to the Local Utility for delivery to Participating Consumers. Direct Energy shall not be responsible to the GA, any third party or any Participating Consumers in the event that, through no fault of Direct Energy or its Associated Entities, the Local Utility disconnects, curtails or reduces service to Participating Consumers, or if there is a delay caused by the GA or Administrator.

5.6 Non-Discriminatory Provision of Service. Direct Energy shall provide Electric Supply Service to all Participating Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential and small commercial) or by such other categories as appear in Exhibit A. To the extent prohibited by applicable law, Direct Energy may not deny service to an Eligible Consumer or Participating Consumer for failure to pay the bills of any other electric service company or of any other aggregator, marketer or broker of electric service, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills issues by Direct Energy, subject to any Governmental Rules. Provision of Electric Supply Service shall be subject to Direct Energy's standard credit policy as described in Exhibit A.

5.7 Approval Of General Communications. Direct Energy shall cooperate with the GA in the drafting and sending of messages and information to Eligible Consumers or Participating Consumers concerning the Program or any matter arising under or related to this Agreement. Direct Energy shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Eligible Consumers or Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the GA for its review. The GA shall have the right to disapprove such General Communications and suggest revisions if they find the General Communication to be inconsistent with the purposes and goals of the GA, factually inaccurate or likely to mislead; provided,

however: (i) that the General Communication shall be deemed approved if the GA fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; or (b) in the nature of routine monthly or periodic bills or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) above shall require approval. If the GA objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the GA, Direct Energy, after consultation as provided in this Section 5.7, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such communication that it has not been endorsed by the GA, and (ii) has previously provided all Participating Consumers with opportunity to elect not to receive such General Communications. The GA's right to reject General Communications shall not apply to any communications related to Complete Supplier's enforcement rights under the Agreement or agreements with Participating Consumers, including but not limited to, any notice of Force Majeure or change in law.

5.8 Participating Consumer Lists. To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), Direct Energy shall, upon request of the GA or of Administrator, provide aggregate consumption information as the GA or Administrator may request to the extent such information is available to Direct Energy. Direct Energy shall provide Participating Consumer lists in an electronic format mutually agreed upon by the Parties.

5.9 Compliance With Laws. The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this Agreement.

5.10 Consent. Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event Direct Energy requests the GA's assistance in obtaining such consent or approval and the GA anticipates that it will incur costs in fulfilling Direct Energy's request, it shall give Direct Energy an estimate of such costs. Upon receiving the estimate, Direct Energy shall determine whether it will continue to request the GA's assistance, and if so, Direct Energy shall reimburse the GA for all costs reasonably incurred by the GA in connection with such efforts upon receipt of reasonable documentation supporting the costs incurred by the GA.

ARTICLE 6 ROLE OF THE GOVERNMENT AGGREGATOR

6.1 Role of GA. Under this Agreement, the GA shall not actually receive, take title to, or be liable for the supply or delivery of Electric Supply Service in any manner whatsoever. The Parties specifically agree that the role of the GA is established under the Administrative Code, the Revised Code, the Operation Plan, Local Law and this Agreement and includes designing the Program, obtaining Program approval from applicable government and regulatory authorities, and selecting the Products that will be provided by Direct Energy under this ESA. Direct Energy will make arrangements with the Local Utility for the delivery of Electric Supply Service to Participating Consumers after the Service Commencement Date.

6.2 Community Outreach. GA shall work with Administrator to conduct outreach to educate the residents living in the GA about the Program. GA will report on its efforts to inform Eligible Consumers of the Program to Direct Energy upon request. GA shall retain final control of all communications related to the Program.

6.3 Relationship with Administrator. The GA has authorized the Administrator to act on its behalf in connection with the implementation and operation of the Program. Direct Energy shall be entitled to rely upon any information or direction provided to Direct Energy by the Administrator in connection with this Agreement as if such information or direction was provided by the GA. Following the execution hereof, the GA shall cause the Administrator to perform all necessary steps to secure the information necessary to fulfill the customer notification requirements of the Program and otherwise cause Administrator to assist the GA with its obligations under this Agreement.

ARTICLE 7 ADMINISTRATOR FEE

7.1 Administrator Fee. Direct Energy shall pay Administrator an amount equal to \$0.003 for each KWh delivered, invoiced and paid for by Participating Consumers during the Term (the "Administrator Fee"). Direct Energy shall pay the Administrator Fee to Administrator by the last business day of the month based on revenue collected by Direct Energy with respect to each Participating Consumer during the calendar month two (2) months prior, provided that Direct Energy has received payment with respect to the electricity used by the Participating Consumers. If Direct Energy has paid a prior Administrator Fee that contained an error, Direct Energy may offset or adjust future Administrator Fee payments due under this Agreement to account for such error, provided, however, that Direct Energy shall provide an explanation of the error and adjustments made in sufficient detail to Administrator.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 Schedule Of Prices and Terms. Direct Energy agrees to provide Electric Supply Service and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A. The Parties agree that the price in the Exhibit is conditional on the start and end dates as stated in Exhibit A and that the start and end dates are a material provision or condition of the Agreement.

8.2 Obligation To Serve. As between the Parties, Direct Energy has the sole obligation to obtain sources of supply as may be necessary to provide Electric Supply Service for all Participating Consumers. Direct Energy, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Local Utility.

8.3 Metering. The Local Utility will be responsible for any metering, which may be required to bill Participating Consumers in accordance with the Local Utility's terms and conditions for competitive suppliers.

8.4 Terms And Conditions Pertaining to Individual Account Service.

8.4.1 Title. Title to Electric Supply Service will transfer from Direct Energy to Participating Consumers at the Delivery Point. In accordance with the Local Utility's terms and conditions for competitive suppliers, Direct Energy will be responsible for any and all losses incurred on the local distribution systems, as determined by the Local Utility.

8.4.2 Billing and Payment. Unless otherwise specified in an Exhibit to this Agreement, all billing under this Agreement shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Utility. Direct Energy shall cause the Local Utility to prepare and mail bills to Participating Consumers monthly. Direct Energy shall adopt the billing and payment terms offered by the Local Utility to its consumers on Default Service. If actual meter date is unavailable, Direct Energy may cause the Local Utility to bill based on its good faith estimates of usage. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.4.3 Regional and Local Transmission. The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Utility under its distribution service tariff or local transmission costs as may be imposed by individual utilities that have FERC transmission tariffs. Direct Energy understands that these costs will be collected by the Local Utility. If, following the Effective Date, Direct Energy becomes responsible for such distribution or transmission costs, Direct Energy shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the Governmental Authority.

8.4.4 Taxes. All Taxes imposed with respect to the sale or consumption of Electric Supply Service required to be collected by Direct Energy shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Direct Energy. Participating Consumers shall be responsible for all Taxes that are customarily imposed upon a purchaser of electricity. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any Tax by providing appropriate documentation to Direct Energy.

**ARTICLE 9
CONDITIONS PRECEDENT**

9.1 Conditions Precedent. The GA's obligations under this Agreement shall be conditioned upon Direct Energy, Direct Energy's affiliate, or contracted wholesale electricity marketer, fulfilling the following requirements prior to the Service Commencement Date:

9.1.1 maintaining authorization from the PUCO;

9.1.2 executing any appropriate applications and agreements required in connection with this Agreement;

9.1.3 obtaining or maintaining authorization from the FERC to sell electricity at market-based rates;

9.1.4 completing EDI testing with the Local Utility; and

9.1.5 providing all documentation required by the Local Utility.

9.2 Termination for Failure to Satisfy Conditions Precedent. If Direct Energy has not fulfilled all the conditions precedent set forth in Section 9.1 by the Service Commencement Date, then GA may terminate this Agreement without any liability from GA to Direct Energy.

ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

10.1 Regulatory Compliance. Direct Energy agrees that it and its Associated Entities that are directly or indirectly involved in providing Electric Supply Service or meeting Direct Energy's obligations under the Agreement shall comply with the provisions of OAC Chapter 4901:1-21 et. seq. as applicable to retail electric service providers, including, without limitation, all necessary disclosures with respect to variable pricing.

10.2 Description Of Supplier's Procedures and Services. If permitted by a Participating Consumer or to the extent required by Governmental Rules, Direct Energy agrees to provide notice to the GA of any consumer complaints received from a Participating Consumer, and the GA shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by PSC regulations and other applicable law. The intentional failure of Direct Energy's procedures and practices to comply with Governmental Rules shall be deemed grounds for termination of this Agreement, at the discretion of the GA after providing written notice of such failure to Direct Energy and allowing Direct Energy sixty (60) days to cure such failure.

ARTICLE 11 [RESERVED]

ARTICLE 12 ELECTRIC SERVICE SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 Electric Service Information.

12.1.1 Quarterly Report of Sales. Direct Energy shall provide the GA or its Administrator with a quarterly report of sales, which will contain: (i) the actual aggregate KWh sales for each meter read and (ii) the number of Participating Consumer accounts active in each meter read. The quarterly report will be due to the GA or its agent within sixty (60) days following the close of each quarter (March 31, June 30, September 30, and December 31). The aggregate KWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

12.1.2 Consumer-Related Data. On and after the Service Commencement Date, Direct Energy will maintain, in accordance with applicable law, consumer-related data in electronic form including utility account number, billing name, billing address, service address and historical usage data. A violation of this Section 12.1.2 shall be grounds for termination under Section 4.2.1 unless such violation is due to a system or reasonable administrative error and Direct Energy demonstrates to the GA's reasonable satisfaction that such system or administrative error exists and Direct Energy takes good faith actions to resolve such issue.

12.1.3 Standard of Care. Direct Energy and its Associated Entities shall use all Commercially Reasonable efforts in preparing and providing any information or data required under this Agreement. To the extent that Direct Energy determines that any information or data provided hereunder is in error, it shall provide corrections to such information or data to the GA or its agent within a Commercially Reasonable time.

12.2 Books And Records. Direct Energy shall keep their books and records in accordance with any applicable regulations or guidelines of the PUCO, FERC, and any other Governmental Authority. The GA will have electronic access to any reports mandated by the United States Securities and Exchange Commission, which are available on the "EDGAR" system.

12.3 Copies of Regulatory Reports and Filings. Upon reasonable request, Direct Energy shall provide to the GA a copy of each public periodic or incident-related report or record relating to this Agreement which it files with any Governmental Authority related to rates, service, compliance with environmental laws or compliance with affirmative action and equal opportunity requirements, unless Direct Energy is required by Governmental Rules to keep such reports confidential. Direct Energy shall be reimbursed its reasonable costs of providing such copies, if only available in hard copy.

ARTICLE 13 RESOLUTION OF DISPUTES

13.1 Dispute Resolution. The Parties agree to act in good faith to resolve any dispute(s) that may arise regarding this Agreement on an informal basis. Any dispute under this Agreement shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations within such fourteen (14) day period, the Parties may seek judicial enforcement subject to the provisions of this Agreement. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

ARTICLE 14 INDEMNIFICATION

14.1 Indemnification by Direct Energy. In addition to any other remedies available to the GA at law or equity, Direct Energy shall indemnify, defend and hold harmless GA and its respective officials, officers, employees, agents, representatives and independent contractors

(collectively, the “Indemnified Parties”) from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys’ fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the Indemnified Parties to the extent arising directly from or in connection with any material breach by Direct Energy of its material obligations, covenants, representations or warranties contained in this Agreement and not resulting from the actions (or omissions where there is a duty to act) of the Local Utility, GA, Administrator or any Governmental Authority.

14.2 Notice Of Indemnification Claims. If an Indemnified Party seeks indemnification pursuant to this Article 14, it shall promptly notify Direct Energy of the existence of a claim or potential claim as soon as practicable after learning of such claim or potential claim, describing with reasonable particularity the circumstances giving rise to such claim.

14.3 Survival. Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this Agreement for a period of one (1) year.

14.4 Duty To Mitigate. Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party’s performance or non-performance of this Agreement.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 By Direct Energy. As a material inducement to entering into this Agreement, Direct Energy hereby represents and warrants to the GA as of the date this Agreement is fully executed as follows:

15.1.1 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 for it to perform its obligations under this Agreement;

15.1.2 it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

15.1.3 the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;

15.1.4 this Agreement constitutes a legal, valid and binding obligation of Direct Energy enforceable against it in accordance with its terms, and Direct Energy has all rights such that it can and will perform its obligations to the GA in conformance with the terms and conditions of this Agreement, subject to Bankruptcy, insolvency, reorganization and other laws affecting creditor’s rights generally and general principles of equity;

15.1.5 no Bankruptcy is pending against it or to its knowledge threatened against it;

15.1.6 none of the documents or other written information furnished by or on behalf of Direct Energy to or for the benefit of the GA pursuant to this Agreement, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

15.1.7 it will comply with the applicable provisions of the Operation Plan and any relevant PUCO order and any regulations or policies adopted pursuant thereto;

15.1.8 it will conduct its operations and activities under this Agreement in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees and will require all Associated Entities to do the same;

15.1.9 it has exercised due diligence to review and has fully complied with all relevant regulations, requirements, and orders of FERC and the PUCO; and

15.1.10 all information furnished by Direct Energy in response to the RFP for competitive Electric Supply Service is true and accurate.

15.2 By The GA. As a material inducement to entering into this Agreement, GA hereby represents and warrants to Direct Energy as of the Effective Date as follows:

15.2.1 this Agreement constitutes the legal, valid and binding contract of the GA enforceable in accordance with its terms, subject to applicable law;

15.2.2 the Local Law has been duly adopted;

15.2.3 the execution, delivery and performance of this Agreement are within the GA's powers and have been duly authorized by all necessary action;

15.2.4 GA has all authorizations from applicable Governmental Authorities necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and

15.2.5 no Bankruptcy is pending or threatened against the GA.

15.2.6 none of the documents or other written information furnished by or on behalf of GA to or for the benefit of the GA pursuant to this Agreement, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading.

ARTICLE 16
[RESERVED]

ARTICLE 17
REGULATORY EVENT/NEW TAXES

17.1 Regulatory Event. If a Regulatory Event occurs that materially affects the terms of this Agreement, the Parties shall use their best efforts to amend this Agreement to give effect to the original intent of the Parties within thirty (30) days of the occurrence of such Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement within such thirty (30) day period, the adversely affected Party shall have the right, upon ten (10) days prior written notice to the other Parties, to terminate this Agreement.

17.2 New Taxes. If any new Taxes are imposed following the Effective Date for which Direct Energy is responsible ("New Taxes"), the amount of such New Taxes shall be allocated to and collected from Participating Consumers through applicable monthly invoice(s).

ARTICLE 18
MISCELLANEOUS

18.1 No Assignment Without Permission. Except in the event of the sale of all or substantially all of its retail electric supply service business to an entity with credit and service ability to deliver on all facets of this Agreement reasonably acceptable to GA, Direct Energy shall not assign this Agreement or any of its rights or obligations hereunder without the prior written approval of the GA, and consent shall not be unreasonably withheld. Notwithstanding the above, any assignment of this Agreement by Direct Energy, whether as the result of the sale of all or substantially all of Direct Energy's business related to this Agreement or otherwise, shall be subject to the following requirements: (i) Direct Energy shall provide the GA with notice of the proposed assignment at least thirty (30) days prior to such assignment and (ii) Direct Energy's assignee shall agree in writing to be bound by the terms and conditions of this Agreement. GA may assign this Agreement with the prior consent of Direct Energy provided that the proposed assignee has at least the same financial ability as the GA and such assignment would not materially impair the rights and interests of Direct Energy under this Agreement. Consent may not be unreasonably withheld. The rights and obligations created by this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties hereto.

18.2 Direct Marketing. Prior to the introduction of any new product or service which Direct Energy may wish to make available to Participating Consumers or Eligible Consumers within the municipality, Direct Energy agrees to (i) give the GA and its Administrator written notice of such new product or service, and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the GA the possible inclusion of such new product or service in this or another aggregation program undertaken by the GA. Broad-based programs of Direct Energy or any of its affiliates that do not rely on unique knowledge or access gained through this ESA will not constitute a breach of the marketing limitations.

18.3 Notices. All notices and other communications required or permitted by this Agreement or by applicable law to be served upon or given to a Party by the other Party must be delivered by hand by reputable overnight courier; by courier service; sent by certified mail, return receipt requested, postage prepaid or by electronic mail, to the following address:

If to Direct Energy:

Direct Energy Services, LLC
910 Louisiana St, B200
Houston, TX 77002
Attn: Municipal Aggregations - Director

with copy to:

Direct Energy Services, LLC
910 Louisiana St, B200
Houston, TX 77002
Attn: Legal Counsel – Home

If to GA:

Attn: Sam Cramblit, Mayor
301 S 3rd St.
Ironton, OH 45638
Email: irontonmayor@ironton-ohio.com

with copy to:

Administrator:

Aspen Energy Corporation
Attn: Ray Finnegan Jr., Senior Energy Consultant
4789 Rings Road Suite 100
Dublin, OH 43017
Email: rfinnegan@aspenenergy.com

18.4 Changes In Emergency and Service Contact Persons. In the event that the name or telephone number of any emergency or Service Contact for Direct Energy changes, Direct Energy shall give prompt notice to the GA and the Administrator in the manner set forth in Section 18.3. In the event that the name or telephone number of any contact person for the GA or Administrator changes, prompt notice shall be given to the other Parties in the manner set forth in Section 18.3.

18.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties. This Agreement may only be amended or modified by a written instrument duly executed by all Parties hereto.

18.6 Force Majeure. If by reason of Force Majeure any Party is unable to carry out, in whole or in part, its obligations under this Agreement, such Party shall not be deemed to be in default during the continuation of such Force Majeure, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Parties written notice describing the Force Majeure; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the non-performing Party uses Commercially Reasonable efforts to remedy the cause or causes preventing it from carrying out its obligations. If an event of Force Majeure continues for a period of one hundred eighty (180) days or longer, any Party may terminate this Agreement by sending written notice to the other Parties in accordance with Section 18.3.

18.7 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all of its attorney's fees and expenses.

18.8 Independent Contractors; No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the GA and Direct Energy hereunder are individual and neither collective nor joint in nature.

18.9 Joint Work Product. This Agreement shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against any Party.

18.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. A PDF of a signed copy of this ESA delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this ESA.

18.11 Waiver. No waiver of any breach of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any subsequent breach.

18.12 Advertising Limitations. Direct Energy agrees not to use, whether directly or through any of its Associated Entities, the name of the GA, or make any reference to the GA in any advertising or other information to be distributed publicly for marketing or educational purposes, without the GA's consent. Any proposed use of the name of the GA must be submitted in writing for agreement and prior written approval, which may be withdrawn through a notice in writing at any time unless Direct Energy accrued expenses based on GA's prior approval. Similarly, GA agrees not to use or direct another to use the name of Direct Energy, or make any reference to Direct Energy in any advertising or other information to be distributed publicly for marketing or educational purposes, without Direct Energy's consent. Any proposed use of the name of Direct Energy must be submitted in writing for agreement and prior written approval which may be withdrawn through a notice in writing at any time. The GA acknowledges that Direct Energy's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Direct Energy. No right, license or interest in this trademark and/or trade name is granted to the

GA hereunder, and the GA agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.13 Press Releases. The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this Agreement, such cooperation to include agreement as to the form, substance and timing of such formal press release.

18.14 Headings and Captions. The headings and captions appearing in this Agreement are intended for reference only and are not to be considered in construing this Agreement.

18.15 Survival of Obligation. Termination of this Agreement for any reason shall not relieve the Parties of any obligation accrued or accruing prior to such termination.

18.16 No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

18.17 Severability. If any provision of this Agreement shall be determined to be unenforceable, void or otherwise contrary to applicable law, rendered inapplicable, such condition shall in no manner operate to render any other provision of this Agreement unenforceable, void or contrary to applicable law, and this Agreement shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this Agreement.

18.18 Governing Law and Forum. This Agreement shall be interpreted under and governed by the laws of the State of Ohio without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Ohio or appropriate state court sitting in the county in which the GA is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

ARTICLE 19 REMEDIES

19.1 General. Subject to the limitations set forth in Section 19.2 below and Article 4, the Parties reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement.

19.2 Limitations. NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.

DIRECT ENERGY SERVICES, LLC



By: _____

Name: Rasesh Patel _____

Title: President, NRG consumer _____

Dated: 09/09/2024 _____

CITY OF IRONTON

By:  _____
F5AFF129D977423...

Name: Sam Cramblit _____

Title: Mayor _____

Dated: August 29, 2024 _____

EXHIBIT A
ELECTRICITY PRICES AND TERMS

The price for all Participating Consumers is quoted in dollars per KWh as follows:

Start date: Meter read dates for the month of December 2024

End date: Meter read dates for the month of December 2025

Meter read dates are based on the Local Utility's published cycle dates for the respective month. The month associated with the meter read may differ from the calendar month.

All participants are enrolled in this product unless they opt out. This product includes the statutory requirement.

REC Requirements	Price per KWh
Statutory requirement only	\$0.0764

Price per KWh: The Price per KWh for Electric Supply Service as stated in the table above includes unbundled energy, capacity, ancillary services and firm transmission service, including all transmission and distribution losses, congestion and imbalance costs associated with the provision of the foregoing services and the state requirement for renewable energy portfolio standard, and shall be fixed for the entire length of the Term. The Price per KWh does not include any Local Utility fees or charges including but not limited to Regional and Local Transmission or Taxes per sections 8.4.3 and 8.4.4.

The period of delivery of Electric Supply Service shall be consistent with the provisions of Article 4 and Exhibit A of this Agreement.

Direct Energy's Standard Credit Policy: Direct Energy will not require a credit review for any consumer participating in the Program, nor will Direct Energy require any consumer to post any security deposit as a condition for participation in the Program. Direct Energy may terminate service to a Participating Consumer and return such consumer to Default Service in the event that the consumer fails to pay to Direct Energy amounts past due greater than sixty (60) days.

Civic Grant: In addition to the prices quoted above, Direct Energy shall collect a Civic Grant (a fee) in the amount of \$0.00047 per KWh. Direct Energy agrees to include this Civic Grant in the Price for Electric Supply Service and to make the monthly payments to the City on behalf of Participating Consumers and acknowledges this obligation as a material obligation of this Agreement. Direct Energy shall pay the Civic Grant in monthly installments fifteen (15) business days following the final meter read in any given month. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

EXHIBIT B
TEMPLATE SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code	Residential	Small Commercial
Standard Supply		
GA		
# of Default Accounts of Eligible Consumers		
	KWh	KWh
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		