

This Commodity Master Agreement ("CMA") between NRG Business Marketing LLC, and Direct Energy Business, LLC d/b/a NRG Business, each a Delaware limited liability company (collectively "Seller" or "NRG"), and CELINA CITY SCHOOLS (each a "Party" and collectively, the "Parties") is entered into and effective as of October 17, 2024.

1. Transactions: This CMA applies to all end-use sales of electric power and/or natural gas as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller to Customer (each sale a "Transaction"). Transactions will be memorialized in a transaction confirmation signed by Customer and Seller (each a "Transaction Confirmation"). Each Transaction Confirmation sets forth the applicable Seller providing the service to Customer. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: Customer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity. Customer's estimated monthly Contract Quantity is specified in the applicable Transaction Confirmation. Customer will only use the Commodity at the Service Location(s) listed in the applicable Transaction Confirmation and must not resell the Commodity.

3. Term: This CMA shall remain in effect until terminated by either Party pursuant to Section 14 or for convenience upon at least 30 days' prior written notice; except that this CMA will remain in effect with respect to Transaction Confirmations entered into prior to the effective date of the termination until both Parties have fulfilled all outstanding obligations. Each Transaction Confirmation sets forth the Initial Term which together with any Renewal Term constitutes the Delivery Period.

4. Purchase Price: Customer will pay the Purchase Price stated in each Transaction Confirmation, subject to Sections 5 and 10. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price calculated by the Seller.

5. Changes to Purchase Price: If there is a new or modified tariff, law, order, rule, tax, regulation, transmission rate, or a change by any LDC, EDC or ISO to supplier obligations to serve, which increase Seller's costs, Seller may allocate the increased costs to Customer in the form of an adjusted Purchase Price or a separate line item on Customer's invoice.

6. Billing and Payment: Seller will invoice Customer and Customer will pay for the Actual Quantity of Commodity and any other amounts that are Customer's responsibility under this Agreement. Unless otherwise set forth on a Transaction Confirmation, payment is due within 15 days of the date of the invoice, and late fees will be accrued at 1.50 % per month or, if lower, the maximum rate permitted by law. If Seller cannot verify the Actual Quantity when an invoice is issued, Seller will estimate the Actual Quantity. Seller will adjust Customer's account following (i) confirmation of the Actual Quantity, (ii) any Utility adjustment, or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of Taxes. Customer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for Customer's insufficient funds. "Actual Quantity" means the quantity of Commodity that is either delivered or metered, as applicable, to Customer's account. "Utility" means a state regulated entity engaged in the distribution of the applicable Commodity.

7. Taxes: The Purchase Price does not include Taxes that are or may be the responsibility of the Customer, unless such inclusion is required by law. Customer will reimburse Seller for any Taxes that Seller is required to collect and pay on Customer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Taxes for which Customer is responsible. It is Customer's responsibility to provide Seller with any applicable Tax exemption documentation and Customer will be liable for any Taxes assessed against Seller because of Customer's failure to timely provide or properly complete any such documentation. "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 of this Agreement. Liabilities imposed in this Section will survive the termination or expiration of this Agreement.

8. Disputes: If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will immediately pay the balance of the original invoice, plus late fees from the original due date, and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

9. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Customer at the Delivery Point specified in the applicable Transaction Confirmation.

10. Material Deviation: Seller may in its sole discretion pass through to Customer any losses and/or costs incurred by Seller related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather).

11. Force Majeure: Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations only if it provides prompt notice of the Force Majeure event, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure event, Customer will not be excused from its responsibility to pay for natural gas balancing charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Customer's facilities, unless such closure itself is due to Force Majeure.

12. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Customer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period. When Seller has reasonable grounds for insecurity regarding Customer's ability or willingness to perform all of its outstanding obligations under any Transaction Confirmation between the Parties, Seller may require Customer to provide adequate assurance, which may include, in Seller's discretion, security in the form of cash deposits, letters of credit or other guaranty of payment or performance ("Credit Assurance").

13. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of Seller's demand; (ii) failure of Customer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger where the surviving entity has assumed all of the respective obligations of such Party under this Agreement); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii) (iii) and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Customer or due to a default under Section 15(A)(iii).

14. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) accelerate any amounts owing between the Parties and terminate any or all Service Locations under any or all Transactions and/or this CMA between the Parties; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each terminated Service Location under the Transaction Confirmation(s) being terminated; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between (a) the non-defaulting Party and its affiliates and (b) the defaulting Party under this Agreement and any other Commodity agreements, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. A late fee on any unpaid portion of the Net Settlement Amount will accrue at the rate identified on the Transaction Confirmation.

"Close-out Value" is the sum of (a) the amount owed to the non-defaulting Party for the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the remaining Initial Term or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for those quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction (s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, natural gas balancing charges, and/or transaction costs.

“Market Price” means the price for similar quantities of Commodity at the Delivery Point during the remaining Initial Term or, if applicable, the current Renewal Term. For purposes of determining Close-out Value, Market Price may be established by Seller through information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney’s fees and expert witness fees.

15. Representations, Warranties and Covenants: Each of the following are deemed to be repeated each time a Transaction Confirmation is entered into and during the Delivery Period:

A. Each Party represents that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor.

B. Customer represents, warrants and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates enrollment and service for the Delivery Period; (iii) if the person or entity signing this Agreement is doing so in its capacity as an agent, such agent represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate Transactions, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished and as of the effective date of the applicable Transaction Confirmation.

C. Each Party acknowledges that: (i) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code (“Code”); (ii) this Agreement does not create an association, trust, partnership, or joint venture in any way between the Parties, nor does it create any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (iii) Seller is not a “utility” or an “energy generation facility” as defined in the Code; (iv) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by Customer’s Utility; (v) Seller does not own or operate transmission and distribution systems through which the Commodity is delivered to Customer, and Seller is not liable for any damages or Losses associated with such transmission or distribution systems; and (vi) Customer’s Utility, and not Seller, is responsible for responding to natural gas leaks or Commodity emergencies if they occur.

D. Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity as delivered will be free from all royalties, liens, encumbrances, and claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

16. Confidentiality: Except as otherwise provided below, Seller shall maintain the confidentiality of Customer’s data collected for purposes of fulfilling the terms of this Agreement including Customer’s name, address, telephone number, electric usage and historic payment information as required by applicable regulation and law. Customer shall maintain the confidentiality of this Agreement and will not without Seller’s prior written consent, disclose the terms of this Agreement or any on-line account management password, to any third party, other than Customer’s employees, affiliates, agents, auditors and counsel who are bound by confidentiality obligations not to disclose this Agreement. Seller may disclose or share the terms of this Agreement or Customer’s data provided under or relating to this Agreement, with its affiliates, agents, employees, lenders, permitted assignees, or service providers who have agreed to confidentiality obligations not to disclose or share such information and to use it only in the course of their performance of services. Where required by applicable regulation or law, Seller will obtain Customer’s consent to disclose or share Customer’s data for any other purpose not defined herein.

17. Indemnification; Limitation of Liability:

A. Only the Seller and the Customer that are Parties to a Transaction Confirmation will have any duties, obligations, or liabilities arising under that Transaction Confirmation.

B. Customer will be responsible for and shall indemnify, defend, and hold harmless, Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges (collectively, "Losses") that attach after title passes to Customer.

C. Seller will be responsible for and indemnify, defend, and hold harmless, Customer against any Losses that attach before title passes to Customer.

D. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE.

18. Other:

A. The Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine.

B. Each Party waives its right to a jury trial regarding any litigation arising from this Agreement.

C. No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy.

D. Any notice or waiver including without limitation any termination or disconnection notice, shall be provided in writing and, if sent to Seller, a copy delivered to: NRG Business Marketing LLC or Direct Energy Business, LLC (as applicable), Attn: Client Services, 910 Louisiana Street, Houston, TX 77002; Email: ContractSupport@nrg.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted, or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing.

E. No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties.

F. Seller may pledge, encumber or assign this Agreement or the accounts, revenues and proceeds thereof without Customer's consent. Customer may not assign this Agreement without Seller's consent not to be unreasonably withheld.

G. This Agreement may be signed in separate counterparts by the Parties, each of which when signed and delivered shall be an original, but all of which shall constitute one and the same instrument.

H. Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if not defined therein then it shall have the generally accepted meaning customarily attributed to it in the Commodity industries, as applicable.

I. Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence.

J. Where an agent represents multiple parties under this Agreement, this Agreement will constitute a separate agreement with each such Party, as if each such Party executed a separate CMA, and that no such Party shall have any liability under this document for the obligations of any other Parties.

K. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction.

L. If a broker, agent, aggregator or other similar agent ("Agent") has been involved in any Transaction, that Agent is an agent of Customer only and not an agent of Seller and may receive a commission from Seller out of monies Customer pays to Seller under this Agreement. Customer acknowledges and agrees that Seller may share information regarding Customer's Commodity usage and payment with the Agent necessary to comply with any commission agreement or other similar agreement between Seller and Agent. Customer may authorize Seller in writing to grant Customer's Agent access to Customer's online account with Seller.

This CMA is entered into and effective as of the date written above.

Customer : CELINA CITY SCHOOLS

Seller : Direct Energy Business, LLC
NRG Business Marketing LLC

By : _____
Name : _____
Title : _____
Date : _____

By : _____
Name : _____
Title : _____
Date : _____