



Direct Energy Business, LLC reserves the right to rescind this offer at any time prior to Direct Energy Business, LLC's written acceptance.



**PowerSupply Coordination® Agreement Texas  
Matrix All Inclusive Terms and Conditions**

**1. Nature of Service:** This Agreement shall become effective only upon (i) execution by Buyer of the Pricing Attachment and this Agreement; and (ii) the earlier of execution of this Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of this Agreement to Buyer, Upon such effectiveness, Direct Energy will provide PSC Services and Electricity to meet Buyer's full usage requirements at Buyer's Facility(ies) and Buyer will receive and pay for PSC Services and Electricity to meet such usage requirements. Direct Energy will deliver Electricity to the Host Utility for delivery to Buyer's Facility(ies). The Electricity provided under this Agreement will be Firm. Title to, control and possession of Electricity shall pass from Direct Energy to Buyer at the Point of Delivery.

Buyer and Direct Energy acknowledge that Direct Energy, through this Agreement, does not intend to serve customers whose aggregate demand for all of its locations in Texas is less than fifty (50) KW during a twelve (12) month period. Accordingly, Buyer represents and warrants that its demand, in aggregate, at all of Buyer's locations in Texas is greater than fifty (50) KW. Upon request by Direct Energy, Buyer shall provide evidence sufficient to prove that Buyer's usage and if, at any time, Buyer's aggregate demand for all its locations in Texas is less than fifty (50) KW during a twelve (12) month period, Direct Energy reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. The effect of such termination is described in Section 11 of this Agreement.

**2. Qualification-Authorization to Act as Limited Agent:** Without limiting Section 1, as a condition to Direct Energy's obligations hereunder, Buyer is authorizing Direct Energy to obtain all required account and usage information for all Facility(ies) from the Host Utility upon execution of this Agreement. Buyer agrees to appoint Direct Energy as its limited agent to perform the necessary tasks associated with its electric generation service and fulfill the terms of this Agreement. Buyer authorizes Direct Energy to execute a letter of authorization, as required by the Host Utility, and to obtain information from the Host Utility that includes Buyer's billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. It is expressly understood that Direct Energy will not countersign this Agreement, purchase Electricity for Buyer's Facility(ies) or provide PSC Services until such condition is met.

**3. Term:** Direct Energy shall use reasonable efforts to commence service on the Facility(ies) meter read date in the start month stated on the Pricing Attachment. However, Buyer acknowledges that the commencement of service hereunder is dependent upon confirmation by the Host Utility of the completion of all required enrollment processes and if such enrollment processes occur after the Facility(ies) meter read date in the start month stated on the Pricing Attachment, Buyer's Facility(ies) shall be enrolled at the next available meter read date. Service shall continue through the Facility(ies) meter read date in the end month as stated in the Pricing Attachment (the "Initial Term") unless sooner terminated as provided herein. At the end of the Term, this Agreement shall automatically continue on a month to month basis ("Monthly Renewal"; each Monthly Renewal together with the Initial Term shall be the "Term") at the market-based costs as set forth in Section 4.

<p>Buyer Acknowledges Price Terms:</p> <p>Initial Here:</p> <p>_____</p> <p>Date: _____</p> <p>_____</p>
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**4. Price:** The price per kWh to be paid by Buyer for the Services provided hereunder during the Term of this Agreement (the "Price") shall be that set forth on the Pricing Attachment. The Price includes applicable costs for Energy; ERCOT IO administrative fees; Ancillary Services, Nodal Congestion, Nodal Charges, charges for RUC; losses associated with Transmission and Delivery Service; renewable energy costs, as required; and the fee for PSC Services. The Price does not include certain charges that are passed through to the Buyer without mark-up and are to be paid by Buyer in addition to the Price ("Pass Through Charges"). Pass Through Charges are stated as separate line item(s) on Buyer's invoice(s) and include charges for: 1) any sales taxes, transactional taxes or other governmental or regulatory imposed taxes, fees, or surcharges including, but not limited to, the public utilities gross receipt assessment fee and all costs associated with gross receipts tax, and 2) Delivery and Discretionary Services. Buyer acknowledges that charges for Delivery Service and any Discretionary Services are per the Host Utility's tariff.

The price per kWh during any Monthly Renewal will include the market-based costs for Energy as determined by Direct Energy, plus all other taxes, costs, charges or fees which are set forth in the Price section of this Agreement.

Buyer acknowledges that any costs assessed by the Host Utility or any third party as a result of Buyer's switch to or from Direct Energy, including but not limited to switching costs, are not included in the Price and shall be the responsibility of Buyer.

**5. Billing and Payment:** Payment in full to Direct Energy is due twenty (20) calendar days from the date of the invoice. If Buyer fails to remit payment in full in any month, interest will be assessed on the late balance at the lower of one-and-one-half (1.5%) percent per month or the highest amount permitted by applicable law. Buyer may in good faith dispute any portion of an invoice by providing Direct Energy with a written explanation specifying the amount in dispute and the reason for the dispute by the payment due date. Buyer shall remit all invoiced and undisputed amounts by the date due. In all cases, the Parties shall use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed, together with interest thereon as provided above, shall be paid within three (3) days of the date on which the dispute is resolved.

Buyer will receive from Direct Energy a monthly invoice following its meter read date for Direct Energy Services provided under this Agreement and the Host Utility will continue to bill Buyer directly for any transmission and Distribution charges. Buyer shall receive a separate invoice per Facility unless Buyer selects the Aggregated Billing option as described in this paragraph and reflected in a Billing Contract Information and Section Form, which is attached hereto and made a part hereof. For the purposes of this Agreement, "Aggregated Billing" means that billing for Buyer's Facility(ies) shall may be combined into a single monthly invoice (excepting however, that an aggregated invoice may contain no more than fifty (50) Facilities. If Buyer has more than fifty (50) Facility(ies), Buyer shall receive more than one aggregated invoice). If Buyer selects Aggregated Billing, Direct Energy shall choose the day of the month on which to deliver an invoice to Buyer based upon the Facility(ies) meter read dates. In the event Buyer desires to discontinue Aggregated Billing and instead receive a separate invoice for each Facility, Buyer shall submit such request in writing to Direct Energy and Direct Energy shall separate Buyer's invoice provided that there are no outstanding invoice balance(s) on Buyer's Facility(ies).

If in any month Direct Energy does not receive the information necessary to invoice Buyer or uses information obtained from a third party meter reading service, Direct Energy may use either estimated data or the third party meter usage data to calculate Buyer's invoice and, upon receipt of actual data in the case of an estimated read, reconcile the amount billed on future invoices. If Buyer's Facility(ies) have any interval meters, Buyer acknowledges that the usage information for such meters contained on the Direct Energy invoice may vary from that contained upon the Host Utility bill as a result of different billing cycles being utilized for those meter reads.

In no event shall any adjustments or corrections be made to any amount billed after the lapse of the longer of twenty-four (24) months from the date of the invoice or the time frame permitted by the Regional Transmission Operator, the Independent System Operator or the Host Utility's tariff for adjustments to consumption information.

**6. Credit:** Direct Energy may request that Buyer provide financial information sufficient for Direct Energy to complete a credit review prior to providing service hereunder. If, prior to commencing service or at any time during the term of this Agreement, Direct Energy has good faith concerns about the creditworthiness of Buyer, Direct Energy may require that Buyer provide reasonable credit assurances, including but not limited to, an escrow account, deposit, letter of credit or parental guaranty. If such credit assurance(s) is not provided within seven (7) days of being requested by Direct Energy, then such failure shall be deemed an Event of Default under this Agreement and Direct Energy may terminate this Agreement without any additional notice. If, as a result of the early termination due to Buyer's failure to provide the requisite credit assurance, Direct Energy incurs Actual Damages in liquidating the Electricity purchased to serve Buyer under this Agreement, Buyer agrees to be responsible for such damages. Direct Energy will calculate the amount of the damages and submit an invoice to Buyer, along with substantiation of the charges, which invoice will be due and payable pursuant to the payment terms of this Agreement.

**7. Load Change Information** In order to assist Direct Energy in providing accurate expected usage information to Buyer's Host Utility, Buyer shall timely notify Direct Energy of any anticipated significant changes in its actual usage. Without limiting Buyer's obligation to provide such notice, Buyer shall give Direct Energy at least thirty (30) days notice ("Notice of Load Change") prior to 1) removing a Facility(ies) from service hereunder as a result of i) ceasing operations at such Facility(ies), ii) closure of the Facility(ies) or iii) the sale of the Facility(ies) to an unrelated third party, and/or 2) engaging in any load usage reduction as a result of any third party arrangement(s), or programs(s). Buyer shall be responsible for payment of any Actual Damages incurred by Direct Energy, if any, as a result of any such changes

Also, if Buyer has a change in usage of 100% or more for its Facilities, Direct Energy may pass through the resulting cost increases to Buyer. If Direct Energy elects to pass through such cost increases, Direct Energy will calculate the amount of such costs in a commercially reasonable manner and submit an invoice to Buyer, which invoice will be due

and payable pursuant to the payment terms of this Agreement.

**8. Change in Law:** If regulatory changes shift costs from the Host Utility or ISO or RTO to CPL Business or from CPL Business to the Host Utility or ISO or RTO, then such costs or credits may be passed through to the Buyer. If any laws, orders, decisions, or regulations are passed, modified, implemented or interpreted by judicial or regulatory order administrative proceeding or legislative enactment, or if there is a change in any rate or rate class which applies to Buyer's Facilities, any of which creates additional costs not currently included in the Price or an increase in any of the cost components of the Price ("Incremental Charges"), then CPL Business may pass through such Incremental Charges to be paid by Buyer in addition to the Price and in accordance with the payment terms in this Agreement.

**9. LIMITATION OF LIABILITY DISCLAIMER:** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ELECTRICITY SOLD HEREUNDER. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. Termination:** This Agreement may be terminated at any time after the date hereof (i) by mutual consent in writing by the parties, (ii) by either party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting party's receipt of written notice from the non-defaulting party, (iii) by Direct Energy if Buyer fails to provide the credit assurance requested, pursuant to Section 6 within seven (7) days of being requested by Direct Energy, (iv) during a Monthly Renewal pursuant to Section 3, by either party upon providing the other party with thirty (30) days prior written notice, or (v) by Buyer, upon written notice of rescission of this Agreement within three (3) days.

In the event Direct Energy terminates this Agreement pursuant to (ii) above due to non-payment by Buyer, Direct Energy may, in accordance with Texas PUC regulations disconnect Buyer's service hereunder, or if the Facility(ies) to be terminated are critical care facility(ies), then Direct Energy shall comply with the TDSP and the Texas PUC regulations prior to disconnecting service hereunder.

Upon the termination of this Agreement or the expiration of the Term, if Direct Energy has not disconnected service, Buyer must: (1) arrange to receive service from, and transitioned to, another supplier or (2) pay the market based costs for a Monthly Renewal(s)

In the event this Agreement is terminated by Buyer prior to the expiration of the Initial Term and where permitted by applicable law (and such termination is not the result of an uncured breach of Direct Energy pursuant to subsection (ii) of Section 10 above) or if Direct Energy terminates this Agreement pursuant to subsections (ii) or (iii) above, the following calculation of Direct Energy's damages shall apply and serve as Direct Energy's exclusive remedy (except in the case of a breach of the confidentiality obligations set forth in Section 15): if Buyer's historical load profile for the 12 months prior to the date of termination was (A) under 250,000 kWh, Buyer shall pay to Direct Energy an amount equal to the lesser of (i) \$200 or (ii) the maximum extent permitted by applicable law; and (B) equal to or over 250,000 kWh, Buyer shall pay to Direct Energy an amount equal to, at Direct Energy's election, the greater of (i) \$200 or (ii) any Actual Damages. Buyer understands and acknowledges that, to the extent that Buyer's historical load profile for the 12 months prior to the date of termination is equal to or over 250,000 kWh, Direct Energy will incur substantial damages as a result of Buyer's breach, and is entitled to be paid the Actual Damages incurred as a result of such breach.

**11. Effect of Termination:** In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the termination date, any Actual Damages (in the event of termination under subsections (ii) or (iii) of Section 10 above), any damages due Direct Energy pursuant to the calculation set forth in the second paragraph of Section 10 above, any confidentiality obligation of either Party which has arisen hereunder and any other obligation hereunder which by its nature survives the termination of this Agreement

**12. Applicable Law:** As to all matters of construction and interpretation, this Agreement shall be construed, interpreted, and governed under and by the laws of the State of Texas, without regard to its choice of law provisions. Unless otherwise

agreed to in writing, both Parties agree that it is their intention to agree to terms and conditions different from those set forth in the Customer Protection Rules for Retail Electric Service as amended, or as may be amended in the future (the "Customer Rules" currently beginning with Section 25.471 of the Public Utility Commission of Texas Substantive Rules Applicable to Electric Service Providers. In the event that there is any conflict between the terms contained in this Agreement and the Customer Rules, this Agreement shall control. The Parties expressly acknowledge that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in this Agreement, and, in such event, it is the intent of the Parties that, except for Section 25.483 pertaining to termination and disconnection of service, such terms and conditions are not applicable to the Parties.

**13. Parties, Assignment:** This Agreement shall inure to and benefit the parties hereto and their permitted successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, Direct Energy may, without the consent of Buyer, assign its rights and obligations under this Agreement for the limited purpose of securing credit and financing or to any person or entity succeeding to all or substantially all of the assets of Direct Energy. Further, either party may, without the need for consent from the other party, transfer or assign this Agreement to an Affiliate of such party provided that such Affiliate has substantially equivalent financial capability to that of the assigning party and that such assignee shall agree to be bound by the terms and conditions hereof.

**14. Notices and Correspondence:** Any notice document or instrument to be given hereunder or executed pursuant hereto, including without limitation any termination or disconnection notices, shall be in writing and shall be delivered to either the address specified below or the address to which bills are sent to Buyer. Notice sent by facsimile or other 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 mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

**Direct Energy:** Attn: Customer Service Manager;  
1001 Liberty Avenue, Pittsburgh, PA 15222: Phone: (888) 925-9115; Fax: 412-644-6681  
Monday through Thursday from 7:00AM to 7:00PM Eastern Time and Friday 7:00 AM to 6:00PM Eastern Time

**Buyer: To the address specified upon the Pricing Attachment.**

**15. Confidentiality:** Neither Party will disclose the terms of this Agreement, or any information of the other Party which it knows or reasonably should know to be confidential or proprietary (other than to the party's employees, lenders, counsel, consultants, agents or accountants who have agreed to keep such terms confidential) except when disclosure may be required by law, is required to carry out the terms of this Agreement or with the prior written consent from the other party. The parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. This provision shall survive the termination of this Agreement for a period of two (2) years.

**16. Representations and Warranties:** As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as follows, and agrees to cause each of its respective representations and warranties to remain true and correct throughout the term of this Agreement:

- a. 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 this Agreement. Direct Energy's PUCT Certificate number is 10011;
- b. the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals, 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 law applicable to it;
- c. this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending;
- d. there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it or, to its knowledge, threatened against it;
- e. if a broker has been involved in this transaction, such broker is an agent of Buyer in this transaction and may receive a commission to be paid by Direct Energy from payments received from Buyer under this Agreement;
- f. if it is a property management company acting on behalf of the owner of the Facility(ies), it has the authority to execute and bind the Facility(ies) to this Agreement for the term stated in the Pricing Attachment and that the term of its property management agreement with the owner of the Facility(ies) is equal to or greater than the term

- of this Agreement; and
- g. the Facility(ies) to be provided the services hereunder are not contractually bound by another agreement for Electricity services that will overlap with the term stated in the Pricing Attachment and meet the qualifications of this Agreement as set forth in Section 2 herein.

**17. Miscellaneous:**

- a. Waiver: No waiver by either Party of any default or defaults by the other Party under this Agreement shall operate as a waiver of any future default or defaults, whether of a like or different character or nature. No delay or failure by Direct Energy in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.
- b. Counterparts: This Agreement may be executed in one or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.
- c. Severability: The various provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any portion or provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.
- d. Entire Agreement: This Agreement and the Pricing Attachment contain the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by both Parties. Any modifications to the Pricing Attachment must be accepted and agreed to in writing by Buyer.

**18. Definitions: as used herein, unless the context clearly indicates otherwise, the following terms shall have the meaning set forth below:**

- a. "Actual Damages" means the total amount of the loss that the non-defaulting party (or, in the event of a termination without cause, the non-terminating party) (as applicable, the "Damaged Party" would experience as a result of termination. As to each terminated transaction, Actual Damages shall be deemed to equal: (A) where Direct Energy is the Damaged Party, the positive difference, if any, between the contract price as defined in the Price section of the Agreement of the Electricity for the remaining term of such terminated transaction and the market price of the Electricity for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner; and (B) where Buyer is the Damaged Party, the positive difference, if any, between the market price of the Electricity for the remaining term of such terminated transaction and the contract price as defined in the Price section of the Agreement of the Electricity for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner For the avoidance of doubt, "contract price" shall include the PSC Services fee for purpose of the above calculations.
- b. "Ancillary Services" means wholesale electric services and products required to facilitate delivery of Energy to the Host Utility, including but not limited to Congestion and any charges or fees associated with ORDC not already included in the RTSPP such as the charge for Load Allocated Ancillary Service Imbalance Revenue Neutrality Amount (if not specifically defined herein, terms are as defined or as described in the ERCOT Nodal Protocols).
- c. "Congestion" means the situation, as determined by ERCOT, that exists when requests for power transfer across a transmission facility exceed the transfer capability of the facility.
- d. "Distribution" means all delivery service for Energy and applicable Ancillary Services provided by the Host Utility.
- e. "Electricity" means the combination of Energy and Ancillary Services which are provided by Direct Energy under this Agreement.
- f. "Energy" means electrical energy, as measured in kilowatt hours (kWh) or megawatt hours (MWh).
- g. "Event of Default" means: (a) the failure of a Party to make, when due, any payment that is required under this Agreement; (b) any representation or warranty made by a Party that proves to be false or misleading in any material respect; (c) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; (d) Buyer's failure to cooperate with Direct Energy as reasonably required in order for Direct Energy to perform its obligations under this Agreement. If an Event of Default has occurred, (a) the non-defaulting Party shall have the right to setoff and net against any undisputed amounts owed by the defaulting Party to the non-defaulting Party under this Agreement, and (b) Direct Energy shall additionally have the right to setoff and net against any deposit or security provided by Buyer pursuant to this Agreement any amounts, charges or damages owed by Buyer to Direct Energy.
- h. "ERCOT" means the Electric Reliability Council of Texas.
- i. ERCOT Nodal Protocols means the ERCOT set of rules and regulations for the Nodal Market, located on the ERCOT website at <http://nodal.ercot.com/protocols/index.html> (both as updated or amended by ERCOT).
- j. "Facility(ies)" means the electric account meter(s) located at the service addresses for which Buyer has the authority to purchase Electricity under this Agreement and which are set forth on the Pricing Attachment.
- k. "Firm" means that parties may only suspend performance to the extent that such performance is prevented for

reasons of Force Majeure.

- I. "Force Majeure" means any "Act of God" or other unexpected and disruptive event beyond the reasonable control of either party that interferes with either party's ability to perform its obligations under this Agreement, except for the obligation to pay monies due. Any party which is unable to perform its obligations hereunder as a result of a Force Majeure event shall provide written notice to the other party of the existence of such event and exercise due diligence to remove such event with all reasonable dispatch, but shall in no event be required to incur any commercially unreasonable expense in doing so. It is expressly understood by the parties that the ability of Direct Energy to sell the products and services provided hereunder at a price greater than the Price paid by Buyer shall not constitute an event of Force Majeure. Conversely, the ability of Buyer to purchase the products and services provided hereunder for an amount less than the Price shall not constitute an event of Force Majeure. Buyer acknowledges that while Direct Energy may take title to Energy provided hereunder, Direct Energy does not own or operate transmission or distribution systems through which Energy is delivered to Buyer, and the Parties therefore agree that Direct Energy shall not be liable for any damages associated with any failure in the delivery of Energy in connection with the failure of such transmission or distribution systems.
- m. "Host Utility" means any investor-owned utility, municipal utility, public utility, or other provider of electric lines whose system is directly interconnected with and which provides Distribution to Buyer's Facility(ies).
- n. "Modal Charges" means the net impact of charges or credits resulting from ERCOT's migration to and use of the Nodal Market, excluding charges for RUC and any costs or credits resulting from Nodal Congestion. Nodal Charges shall be as assessed by ERCOT to Direct Energy pursuant to the ERCOT Nodal Protocols and allocated by Direct Energy to Buyer on a pro-rata basis.
- o. "Nodal Congestion" means the difference in the price of wholesale electricity between the Real-Time Settlement Point Price in the load zone for the applicable Facility(ies) and the Real-Time Settlement Point Price for the trading hub in the load zone for the applicable Facility(ies). If the difference in price is positive, then Direct Energy shall pass through the cost to be paid by the Buyer. If the difference in price is negative, then Direct Energy shall pass through the credit to Buyer.
- p. "Nodal Market" means the ERCOT wholesale market design, established by ERCOT under the ERCOT Nodal Protocols which took the place of the current ERCOT zonal market.
- q. "Point(s) of Delivery" shall mean the points where Energy is delivered to the Host Utility.
- r. "Power Supply Coordination (PSC) Services" are the services provided by Direct Energy to match the Facility(ies) load, as described in this Agreement. As described in Section 4 herein, the fee for PSC Services is included in the Price to be paid by Buyer.
- s. "Reliability Unit Commitment" or "RUC" means an ERCOT process in the Nodal Market as described in the ERCOT Nodal Protocols designed to ensure that there is adequate resource capacity committed in the proper locations to serve ERCOT forecasted load.
- t. "Real-Time Settlement Point Price" means the real-time price for wholesale electricity under the Nodal Market as published by ERCOT for any settlement point in the ERCOT Nodal Protocols, as calculated hourly by Direct Energy.

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Direct Energy

1001 Liberty Avenue, Pittsburgh, PA 15222

[www.Directenergy.com](http://www.Directenergy.com)

Phone: (888) 925-9115

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