

ELECTRIC SERVICE AGREEMENT
REALGY ENERGY SERVICES – ILLINOIS MANAGEDPRICE™ COMMERCIAL



Realgy Energy Services (RES or Seller)
2501 Chatham Rd Suite N
Springfield, Illinois 62704

Contact: Customer Service, Online appointment scheduler

<http://realgyenergyservices.com/schedule-customer-service-appointment/>

Toll Free: 877-300-6747 Fax: 860-233-2270 Direct: 860-233-2270

E-Mail: enroll@realgy.com

Utility: AMEREN Illinois, MidAmerican, Mount Carmel and Commonwealth Edison **Invoicing:** Utility 1-bill or 2-bill; **Delivery Point:** approved Utility interconnect point; **Special Terms & Conditions:** None; **Service:** Full-Requirements; **Program:** Customer Choice Program; **Taxes:** Taxable; **Regulatory Agency:** Illinois Commerce Commission (ICC)

Product/Regulation: Buyer authorizes Seller to act as its authorized agent, to execute any and all documents, and to take any and all actions necessary for participation in Utility's Program and Realgy's Illinois ManagedPrice™ pool. Agent's authorization includes receiving from or sending to Utility all information regarding billing, pricing, payments and service for Buyer's accounts listed in this Agreement. Buyer agrees to purchase all its electricity usage and requirements from Seller according to this Agreement. Seller will deliver Buyer's electricity to Delivery Point where the electricity is transferred to Buyer's Utility. The buyer is responsible for Utility distribution charges to its metered service locations and installing, maintaining and operating all equipment required by Utility to receive electrical service. The measurement and use of electricity will be according to the rules of the Utility. If there is a change in regulation, law, rule or emergency/force-majeure declaration that results in an increase or decrease in the actual cost components of the Price, then Seller shall inform and provide detailed information and pass through such charges on Buyer's invoice or reform this agreement as necessary. Buyer will be charged for the Utility's distribution and monthly service charge as well as RES's supply charge. The utility will continue to read your meter, send you a monthly bill and respond to any emergency or service outage.

Illinois ManagedPrice™: Buyer will be enrolled in a RES's Illinois ManagedPrice™ Commercial Service pool(s) and receive the same price as all participants in that pool (Price) unless Buyer converts to a Fixed Price. RES will make purchase decisions, on behalf of pool participants, to provide a low consistent Price while reducing the negative effects of market volatility. RES's ManagedPrice™ is calculated hourly and applies for all energy used each hour. The ManagedPrice™ includes all actual supply costs (such as applicable Ancillary Services, Settlement charges, Capacity, Transmission and Delivery Service, Pool Management Fee, Renewal Portfolio Standard or Goals, Losses and Reconciliation) **except** for a pool participation fee of \$5.75 / month. RES utilizes the following purchasing options, including renewable, local and green resources;

- Day-ahead Market Price a price equal to the applicable hourly ISO day-ahead Locational Marginal Price (LMP) at the Delivery Point.
- Real-time Market Price is the price equal to the applicable hourly ISO real-time LMP at the Delivery Point.
- Hedged Price is the price equal to the pre-purchased (hedged) future monthly electricity prices as executed for delivery through the regional transmission operator (PJM or MISO) or to offset at the Delivery Point.

All participants are charged the same management fee. A 24-month price comparison between Realgy's price of electrical service and the Utility's default service is always available through realgyenergyservices.com or by contacting Customer Service.

Fixed Price: The Buyer will be enrolled in Seller's PriceWatch™ Service which looks to offer a low seasonal Fixed Price for Buyer's energy purchases. The Buyer's consent will be required for conversion to a Fix Price which can take place at any time without an additional fee. The Fixed Price Amendment (Amendment) will attach to this Agreement.

Quantity: The Seller will load-follow Buyer's electrical demand/usage. Seller unconditionally guarantees delivery of the electricity supply to Buyer's Delivery Point(s), subject only to service supply interruptions that would otherwise occur if the Buyer continued to be supplied by the Utility.

Term and Renewal: Buyer's Price and Quantity terms will begin on the date the Utility reads each service location's meter and transfers them to Seller and will continue for 24 months (Term). Service under this Agreement will renew for an additional Term until terminated or canceled.

Termination: Buyer may terminate this Agreement, without cost, by providing 60 day written notice prior to the end of current Term. If Buyer fails to provide 60 days written notice to Buyer or if Buyer is removed or transferred from service by Seller under the Utility Program prior to final read date of Term the Buyer agrees to reimburse Seller a service fee of not to exceed \$90 and market related energy losses (surplus will be refunded to Buyer) incurred by Seller in reselling any quantity of Buyer's proportion of scheduled or forecasted Hedged Price electricity. Seller may terminate this Agreement immediately if Buyer experiences a material adverse change in Buyer's credit, financial condition or ongoing business activities that jeopardizes Seller's ability to collect payment under this Agreement. A final balancing example calculation is available at <https://realgyenergyservices.com/final-settlement/>

ServiceMatch™: Buyer has the right to present all written offers to RES that provide pricing and terms for Service under the Program. RES will match the proposed terms and pricing from any qualified electric provider. If RES cannot offer better terms or pricing or match the same terms and pricing RES will within 60 days, upon receipt of Buyer's request, release the Buyer to the new service provider. ServiceMatch™ is not valid when Buyer has a Fixed Price.

Invoicing/Payment: If an actual meter reading or charge is not available, an estimated reading or charge may be substituted and corrected as necessary with the following month's invoice. The Seller's monthly invoice will be sent by the Utility (1-bill) or RES (2-bill). If sent by Utility the invoice will be subject to Utility's terms and conditions. If sent by Seller, Buyer will pay Seller the total amount shown on the monthly billing within 30 days from the date of the billing. Payments not paid to Seller, according to billed terms, will incur interest at 1.5% (or the highest amount allowed by law) plus any credit and collection costs (including reasonable attorney fees) incurred by Seller. Any amount paid on past due accounts will be first applied to principal and then to interest. Buyer agrees to pay for all reasonable collection fees to collect on unpaid amounts due. Buyer agrees that late payment of RES monthly invoice is cause for termination of this Agreement.

Buyer acknowledges enrolling only commercial accounts and receiving a copy of this Agreement

☐ (please check box if a copy was received).

Signature ** Print Name/ Title/Relationship DATE

** If you are not the legal account holder, print your relationship Seller's Authorized Representative: _____ (Int'l)

Buyer ("Customer") _____ Commercial Accounts Only

Contact Name: _____

Telephone: (_____) _____ - _____ Ext. _____

Fax: (_____) _____ - _____ Email _____@_____._____

Service Address: _____

City: _____ Illinois Zip Code: _____ - _____

Commercial Trade References: ☐ At least 3 references provided.

Tax-exempt exemption certificate: ☐ provided.

Attach or complete ONE of the following:

☐ copy of an invoice per location; ☐ customer enrollment attachment; or ☐ as listed below:

Account Number(s) _____