

**SALES CONFIRMATION
New York
Fixed Price RTC**

This Sales Confirmation is entered on 9/17/2020 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and **Town Of Woodbury** ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated **3/12/2020** by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

CONSUMER DISCLOSURE STATEMENT

Product Type **Fixed Price**

Contract Price .06720 Per Kwh

The Contract Price does not include Taxes or Utility Related Charges. If a cost component is separately listed as an obligation in this Sales Confirmation (for example, Capacity, Congestion, RPS Compliance Fees, or Losses), such charge or cost is not included in the Contract Price. All prices may be modified due to a subsequent change in law, administrative regulation, or any fees or costs imposed by the NYISO or by a Governmental Authority, as further described in Section 2.15.

Contract Term Start Date: 09/1/2020 End Date: 8/31/2022

Renewal Terms. In the event Customer does not timely exercise one of the options specified below in the Transaction Term, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service is a monthly variable rate set by ENGIE. Taxes and Utility Related Charges are not included and are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

Right to Rescind. Per the New York Public Service Commission Uniform Business Practices, a commercial customer with account(s) classified by the utility as residential shall have the right to cancel this agreement within three (3) business days after receipt or execution, as applicable. To exercise this right, see the New York Consumer Statement in the Miscellaneous Section of this Sales Confirmation.

Early Termination Fee Calculation. As specified in Section 2.7 of the Master Agreement: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto. Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market.

Late Payment Fee. The rate of one and one half percent (1½%) (or maximum rate permitted by applicable law) multiplied by the past due balance.

Guaranteed Savings. None

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month

basis. The price for post-term service shall be a monthly variable rate set by ENGIE. Taxes and Utility Related Charges are not included and are separately listed in an invoice.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation, the Contract Price may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, losses, capacity, and current network integrated transmission charges (provided that changes to rate effective after contract execution may be passed through to Customer).

ORECs. Per the 7/12/2018 Order Establishing Offshore Wind Standard and Framework for Phase 1 Procurement (PSC Case 18-E-007), costs for Offshore Wind Standard compliance obligation of Offshore Wind Renewable Energy Credits are not included in the Contract Price. ENGIE will pass through compliance costs to Customer.

ReCharge NY. During the Transaction Term, Customer may participate in the ReCharge NY initiative in New York State for the facilities/accounts listed on the Attachment A as of the Effective Date of this Sales Confirmation; provided however, if Customer's Monthly Anticipated Consumption (see Attachment A) increases or decreases as a result of Customer's enrollment and participation in or Customer's departure or withdrawal from the ReCharge NY program, ENGIE may calculate the value of any economic loss resulting from a change in consumption or obligations and such shall be due from Customer to ENGIE within ten (10) days of written notice.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Material Change in Monthly Anticipated Consumption: In the event Customer's consumption of electricity at the Facilities/Accounts identified in Attachment A in a particular congestion zone increases or decreases in any month by twenty-five (25%) percent or more from the applicable Monthly Anticipated Consumption, ENGIE may invoke in any subsequent month (and if invoked, then for every month thereafter) a settlement of such usage outside the 25% threshold, through (i) a charge to Customer for usage in excess of 25% above the Monthly Anticipated Consumption at an amount equal to the product of the excess energy consumption and the positive difference, if any, between the Spot Energy Price and the Contract Price; provided, however, that if the Spot Energy Price is less than the Contract Price, ENGIE will credit Customer with the product of the excess energy consumption and the difference between the Contract Price and the Spot Energy Price, or (ii) a charge to Customer for consumption less than 25% below the applicable Monthly Anticipated Consumption, at an amount equal to product of the energy consumption shortage and the positive difference, if any, between the Contract Price and the Spot Energy Price; provided, however, if the Spot Energy Price is greater than the Contract Price, ENGIE will credit Customer with the product of the energy consumption shortage and the positive difference between the Spot Energy Price and the Contract Price. Customer also shall pay ENGIE the sum of any and all fees assessed by the ISO or any applicable utility as a result of the excess or shortage in energy consumption outside the 25% threshold. The volumetric and financial impact of an addition to or deletion from the Facilities/Accounts identified in the Attachment A is not governed by this provision.

Addition or Deletion of Facilities: At any time during the term of this Agreement, upon advance written notice to ENGIE, Customer may request to add facilities to be served pursuant to this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which the monthly consumption volumes, net of all then current additions or deletions, is not more than Ten percent (10%) above or below the initial Monthly Anticipated Consumption by zone as specified in Attachment A, Exhibit 2 (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded may be, at ENGIE's sole discretion, added at the Contract Price. If ENGIE does not offer to add such facility addition(s) at the Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge for such deletion(s). If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within twenty (20) days of notice

from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

New York Requirement: Notwithstanding anything to the contrary in the Master Agreement, ENGIE must provide at least fifteen (15) days prior notice prior to any cancellation of service applicable to this Sales Confirmation.

New York Consumer Statement: In accordance with the New York Public Service Commission ("NY PSC") Uniform Business Practices, Case 98-M-1343, Section 5(B)(2), a commercial customer with account(s)/facility(ies) classified by the applicable utility as residential shall have the right to cancel this agreement within three (3) business days after receipt or execution, as applicable. To exercise this right, contact ENGIE Customer Care toll-free at 1-888-644-1014.

In accordance with the New York Public Service Law and the Home Energy Fair Practices Act, commercial customer with account(s)/facility(ies) classified by the applicable utility as residential shall be entitled to special complaint handling procedures promulgated by the NY PSC. In the event of an unresolved dispute and/or complaint, contact the NY PSC at www.dps.state.ny.us, toll-free at 1-800-342-3377, or by mail at 3 Empire State Plaza, Albany, NY 12223. For all other commercial customers, the toll-free number for information regarding the competitive energy retail market; inquiries, disputes, or consumer complaints; or information regarding Electric Service Companies in New York is 1-888-697-7728.

The energy supplied to Customer pursuant to this Sales Confirmation is provided by ENGIE. Energy delivery shall continue to be provided by Customer's applicable local utility. In the event of an emergency, Customer should contact its applicable local utility to respond.

New York Transmission Owner Transmission Solutions Charges. Costs associated with the Transmission Owner Transmission Solutions for the New York Transco Facilities for the Ramapo to Rock Tavern (RRT) transmission line, the Staten Island Unbottling (SIU) project, and the Marcy South Series Compensation project incurred by ENGIE to provide retail electric service to Customer are included in the Contract Price. Costs associated with the Transmission Owner Transmission Solutions for the New York Power Authority (NYPA) Marcy South Series Compensation Project in the State of New York service territory incurred by ENGIE to provide retail electric service to Customer are included in the Contract Price.

Purchase of Receivables Program: ENGIE retains the right to and may sell its account receivables to the applicable consolidated billing utility under the terms of the applicable Purchase of Receivables Program (POR). Such utility is authorized to disconnect its delivery service and ENGIE's commodity service for non-payment of all amounts due on the consolidated bill, including the amount due ENGIE, in accordance with all applicable provisions set forth in the Purchase of Accounts Receivable program. If the billing utility disconnects its delivery service for Customer's non-payment, this shall be deemed an event of default pursuant to Section 2.6 of the Master Agreement.

Payment Terms: 20 days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the utility uses a "rate ready" billing system, the Contract Price during the post-term period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility

Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic loss incurred thereby. Any loss that ENGIE reasonably concludes is material shall be due from Customer. Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

"Spot Energy Price" means the weighted average (weighted in accordance with the account's hourly consumption or utility rate class consumption profile) of the applicable market clearing price for balancing energy, or any successor price thereto, as posted by the ISO for the relevant delivery point, and, except to the extent that a non-utility charge is separately listed as an obligation in this Sales Confirmation (e.g. Capacity, Congestion, Transmission), the Spot Energy Price shall also include all non-utility charges arising from uplifts, installed capacity ancillary services, losses, congestion, and other ISO charges or administrative fees incurred in connection with delivery of energy.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: TOWN OF WOODBURY	ENGIE Resources LLC
Signature:	Signature:
Print Name: Frank Palermo	Print Name:
Print Title: Supervisor, Town of Woodbury	Print Title:
Date: 9/17/2020	Date:
CUSTOMER DUNS NUMBER: _____	
CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____	

	BUSINESS / PRIMARY CONTACT	BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	FRANK PALERMO	FRANK PALERMO	ENGIE Resources	Overnight Mailing Address: Engie Resources LLC
STREET ADDRESS:	615 ROUTE ST 32	615 ROUTE ST 32	Physical Address – 1990 Post Oak Blvd. Houston, Texas 77056	Bank of America Lockbox Services
CITY, STATE, ZIP:	HIGHLAND MILLS, NY, 10930	HIGHLAND MILLS, NY, 10930	Mailing Address – PO Box 841680 Dallas, Texas 75284-1680	Lockbox 841680 - 1950 N Stemmons Freeway Suite 5010 Dallas, Texas 75207
PHONE #:	8459287578	8459287578	1-866-MYENGIE	Self-service billing online:
FAX #:	8459288214	8459288214	(713) 636-0927	MyEngiePortal
EMAIL:	supervisor@woodburyny.com	supervisor@woodburyny.com	care@engieresources.com	https://accounts.engieresources.com

Check here if accounts are tax exempt and send certificates to custserv@na.engie.com. No exemption is applied until receipt of tax certificates.