Master Energy Purchase Agreement – Electric Commodity Sales

(Solutions/Key Accounts GTC v.07.08.26)

This Master Energy Purchase Agreement – Electric Commodity Sales, which comprises the below General Terms and Conditions (these "GTC") and all schedules, attachments, riders, and exhibits hereto, including any Attachment A-1 (each, an "Attachment" and, collectively, this "Agreement"), is entered into as of November 13, 2026 by and between AEP Energy, Inc. ("AEP Energy") and Community Unit School District No.5, McLean and Woodford Counties, Illinois. ("Customer") (each a "Party" and, collectively, the "Parties") and governs the purchase and sale of Retail Energy (as defined herein) for Customer's account(s) identified in any Attachment (each, a "Service Location").

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the Term (as defined herein) and except as excused by Force Majeure, AEP Energy will sell to Customer, and Customer will exclusively purchase from AEP Energy, the commodity portion of Customer's retail electric requirements for each Service Location (the "Retail Energy"), subject to the additional terms and conditions specified in the Attachment(s). Retail Energy will be delivered to the applicable electric distribution company serving each Service Location (each, as specified in the relevant Attachment, the "EDC") at the applicable transmission system interconnection point (each, a "Delivery Point"). From the Delivery Point onward, the EDC is solely responsible for delivering Retail Energy to each Service Location, maintaining and reading meters, and providing outage, emergency, and field services. Customer acknowledges that AEP Energy has no operational control over the EDC's distribution system, metering equipment, service scheduling, or outage response functions and bears no responsibility or liability for any act, omission, delay, outage, interruption, service deficiency, or tariff change imposed or administered by the EDC. Customer authorizes AEP Energy to receive Customer's account, billing, and historical and ongoing usage information and consents to the EDC's disclosure of such data to AEP Energy, including account and meter numbers, interval and non-interval usage data, meter reading data, rate class, billing and payment information, account name, service and billing addresses, and telephone number. Customer further authorizes AEP Energy to use such EDC-provided information for non-marketing communications and account servicing purposes, including billing, collections, and other notices and communications related to this Agreement. Customer remains solely responsible for all EDC-assessed charges for services provided to Customer, including delivery/distribution charges, switching fees, telecommunications or data charges, and meter-related charges, whether billed by the EDC to AEP Energy or Customer.

If the Parties agree to a Retail Energy purchase and sale transaction under this Agreement, the Parties will execute an Attachment specifying the Service Location(s), term, pricing, and related commercial terms. Each Attachment is a non-binding negotiation instrument unless and until fully executed by both Parties. Unless transmission service is provided by the EDC, AEP Energy will serve as Customer's agent to secure and manage required transmission service throughout the Term (as defined herein). The Parties acknowledge that Attachment pricing reflects, among other factors, Customer's expected usage and EDC-specific costs and Customer's historical and forecasted load data, which is representative of each Service Location's anticipated Retail Energy requirements, and applies to all related Retail Energy usage, including unmetered and other non-interval loads. Any pricing reference to a published index includes any published successor index or replacement data source. Unless expressly conveyed by an Attachment, Retail Energy does not include renewable energy credits, emissions allowances, or other environmental attributes.

II. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy or the EDC will issue monthly invoices for Retail Energy, based on the EDC's meter read cycle and the billing method specified in the Attachment, as a single invoice from either the EDC through utility/EDC consolidated billing (UCB) or AEP Energy through supplier consolidated billing (SCB) or separate invoices from AEP Energy for supply-related charges and the EDC for all other charges (Dual Bill), although the EDC retains full authority under its tariffs and operational practices to change the billing method. AEP Energy will issue SCB or Dual Bill invoices using the first available method in the following order of priority: (1) the billing email address specified in the "Customer Information" table (unless Customer requests paper billing) or later updated in writing (including via email or online customer portal), (2) the billing mailing address specified or later updated in writing, or (3) the physical address of any Service Location. Invoices will reflect metered usage. If actual billing determinants are unavailable, delayed, or incomplete, AEP Energy may issue estimated invoices and will reconcile them when actual data becomes available. Customer shall pay all invoiced amounts according to the payment instructions on the invoice by check or wire transfer of immediately available funds or Automated Clearinghouse (ACH). Time is of the essence for payment obligations, and AEP Energy must receive payments by close of business on the business day following the number of calendar days specified in the applicable Attachment after the invoice date. If the EDC bills Customer directly, Customer must pay the EDC under its applicable billing terms. Late amounts owed to AEP Energy, including outstanding late charges and any Settlement Amount(s) (as defined herein) (collectively, "Account Charges"), will accrue interest at a rate equal to one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, compounded monthly, from the due date until paid in full. Returned or rejected payments will incur a fee of $45, or the maximum amount allowed by law, whichever is less. Customer will reimburse AEP Energy for all reasonable costs, expenses, and fees, including reasonable attorneys' fees, incurred by AEP Energy in connection with the collection of overdue Account Charges or enforcement of its rights under this Agreement. Customer's payment obligations are absolute, unconditional, and not subject to setoff, deduction, withholding, or counterclaim.

B. Disputed or Revised Invoices: Customer may, in good faith, dispute an invoice by (1) delivering a written notice of dispute, which must specify the disputed amount, explain the basis for the dispute, and include all reasonably necessary supporting documentation (the "Notice of Dispute"), to AEP Energy by the invoice due date and (2) making payment of the undisputed portion of the invoice to AEP Energy within the applicable payment period. The Parties will cooperate in good faith to resolve the dispute during the forty-five (45) calendar-day period following AEP Energy's receipt of the Notice of Dispute (the "Dispute Period"). If the Parties do not reach a written resolution within the Dispute Period, either Party may pursue any remedy available at law, in equity, or under this Agreement. Any failure by Customer to follow this process renders the invoice final, binding, and non-contestable. AEP Energy may issue corrected invoices at any time to reflect updated or corrected billing determinants, with credits applied for amounts previously

paid. Customer agrees that meter data provided by the EDC is deemed final and binding for billing purposes after completion of the applicable regional transmission organization ("RTO") or independent system operator ("ISO") resettlement period.

III. TAXES

Each Party is solely responsible for all taxes, fees, levies, assessments, licenses, penalties, interest, and other charges imposed by any governmental authority with respect to Retail Energy on its side of the Delivery Point (collectively, "Taxes"), including any Taxes newly imposed, changed, reinterpreted, or retroactively applied after the date hereof. A Party claiming exemption from any Tax must timely deliver to the other Party all necessary supporting documentation and remains solely liable for any Taxes resulting from invalid, insufficient, or rejected exemption documentation.

IV. TERM AND TERMINATION

This Agreement is effective as of the date hereof and will remain in effect while any Attachment is outstanding or during any applicable Holdover Term (as defined herein) (the "Term"). The Parties acknowledge and agree that the EDC has sole operational control over, and exclusively determines, all timing, processing, acceptance, rejection, implementation of Customer's enrollment, switching, and initiation of Retail Energy supply. All switching and enrollment activities occur strictly in accordance with the EDC's applicable rules and processes, none of which are controlled by AEP Energy. Accordingly, AEP Energy will use commercially reasonable efforts to submit enrollment requests and to initiate supply on the EDC-provided enrollment date that is expected to align with the Anticipated Start Date in the applicable Attachment and only after receiving confirmation that the EDC has accepted and scheduled the switch (the "Commencement Date"), which cannot be sooner than three (3) calendar days after execution of the applicable Attachment. AEP Energy has no liability whatsoever for any delay in achieving the Commencement Date or for any consequences of such delay (including lost savings, lost opportunities, increased energy costs, or market price fluctuations), to the maximum extent permitted by applicable law, including any caused by EDC processing timelines, enrollment rejections, administrative holds, meter read schedules, utility system constraints, prior supplier obligations, Customer account inaccuracies, or other EDC-controlled or external factors. Customer is solely responsible for ensuring that prior supplier contracts do not interfere with enrollment and will cooperate with AEP Energy and the EDC and otherwise take all reasonable actions necessary, to enable the EDC to process the switch. Failure to meet these requirements does not affect the validity of this Agreement or impose any liability on AEP Energy, and Customer waives any defense based on impracticability, frustration of purpose, or similar doctrines.

Upon expiration of the term of any Attachment, AEP Energy may continue supplying Retail Energy to any affected Service Location on a month-to-month holdover basis (each, a "Holdover Term"). During a Holdover Term, the price for Retail Energy will be the applicable RTO EDC day ahead hourly locational marginal price (LMP) plus an adder of $0.005 per kWh, and any and all costs, charges, and fees for capacity, transmission, line losses, ancillary services, renewable portfolio standard (RPS), scheduling imbalances, and taxes, ABC/broker fees (as applicable), and any other related penalties, fees, charges, expenses, and other costs to serve incurred by AEP Energy of every kind and nature will be passed through in a commercially reasonable manner to Customer without mark-up. Customer acknowledges that no savings are guaranteed during any Holdover Term and such pricing reflects short-term market conditions and may be highly volatile. If interval usage data is unavailable, AEP Energy may reasonably estimate Customer's load weighted average LMP. Either Party may terminate a Holdover Term at any time, without penalty, by returning the Service Location to the EDC in accordance with applicable EDC procedures.

Upon expiration or termination of this Agreement or any Attachment, all future obligations under such shall cease, except that each Party remains liable for all accrued and outstanding obligations, including amounts owed for Retail Energy delivered prior to the effective termination, whether or not yet invoiced, including any further Account Charges. Obligations that by their nature survive expiration or termination, including payment, indemnification, limitations of liability, confidentiality, representations and warranties, and governing law, venue, and jury trial waiver provisions, remain in full force and effect. Expiration or termination for each Service Location becomes effective on the next switching date available from the EDC. If any governmental authority or the EDC suspends, materially modifies, or terminates its retail customer choice program, such that AEP Energy can no longer lawfully or feasibly provide Retail Energy, AEP Energy may terminate the affected Attachment(s) or this Agreement, without penalty to either Party.

V. CREDIT

Each Party represents and warrants that no bankruptcy, insolvency, receivership, reorganization, assignment for the benefit of creditors, or similar proceeding is pending or being contemplated by it or, to its knowledge, threatened against it. Customer acknowledges that credit conditions may change over time and agrees to provide commercially reasonable financial and credit information upon AEP Energy's request. If, at any time during the Term, AEP Energy reasonably determines that Customer's creditworthiness or financial condition is unsatisfactory, AEP Energy may require Customer to (A) provide additional credit or financial information, including financial statements, and (B) deliver to AEP Energy, as security, adequate assurance of performance, including a parental guaranty or irrevocable letter of credit, in each case from a creditworthy entity acceptable to AEP Energy, cash deposit, or prepayment arrangement, in such form, type, amount, and duration as AEP Energy may require ("Adequate Assurance of Performance"). Upon such requirement from AEP Energy, Customer has five (5) business days to provide the requested information and/or Adequate Assurance of Performance to AEP Energy.

VI. EVENTS OF DEFAULT

A. <u>Definition</u>: An "Event of Default" occurs with respect to a Party (the "Defaulting Party") upon the occurrence of any of the following, each of which is an independent basis for default: (1) the Defaulting Party fails to make, when due, any payment required pursuant to this Agreement if such failure is not cured within three (3) business days after written notice; (2) any representation, warranty, certification, or statement by the Defaulting Party under this Agreement is false or misleading in any material respect when made or later becomes materially untrue and is not corrected within fifteen (15) calendar days after written notice; (3) the Defaulting Party fails to perform any material covenant or obligation under this Agreement, including any unexcused failure to deliver or take Retail Energy under this Agreement, and such failure is not excused by Force Majeure and not fully cured within fifteen (15) calendar days after written notice; (4) either the Defaulting Party, or any provider of Adequate Assurance of Performance on its behalf, disaffirms, repudiates, rejects, terminates, or otherwise challenges the validity, enforceability, sufficiency, or binding effect of this Agreement or any Adequate Assurance of Performance, in whole or in part; (5) AEP Energy receives notice (other than as permitted hereunder) from Customer or any EDC indicating Customer's actual or intended discontinuation of supply prior to the end of any Attachment term; (6) Customer (A) files, authorizes, consents to, or has filed against

it any petition or proceeding under any bankruptcy, insolvency, reorganization, debtor-relief, assignment for benefit of creditors, receivership, or similar law; (B) becomes bankrupt or insolvent, however evidenced; (C) admits in writing its inability to pay debts as they become due; or (D) has a receiver, trustee, conservator, administrator, liquidator, or similar official appointed with respect to it or any portion of its property or assets, whether or not such appointment arises from a bankruptcy or restructuring process; (7) any default, breach, or termination event by Customer under any other agreement between the Parties; or (8) Customer fails to timely provide requested financial and credit information and/or to deliver, maintain, or replenish Adequate Assurance of Performance or otherwise satisfy the creditworthiness requirements under the "Credit" section.

B. Suspension and Early Termination: If an Event of Default occurs with respect to the Defaulting Party, the other Party (the "Non-Defaulting Party") may, at its option, in its sole discretion, and without limitation, exercise one or more of the following remedies: immediately suspend its performance under this Agreement and/or any Attachment; terminate this Agreement and/or any Attachment by written notice to the Defaulting Party; and/or pursue any remedies available at law, in equity, or as expressly provided herein, all of which are cumulative and may be exercised concurrently or sequentially. Upon any suspension or termination, Customer remains liable for all amounts owed under this Agreement to AEP Energy, including amounts owed for delivered performance, whether or not yet invoiced, including any further Account Charges. If early termination results from an Event of Default, AEP Energy will return the affected Service Location(s) to the EDC as soon as legally permitted, and Customer authorizes the use of any available expedited return or accelerated switch process. The Defaulting Party shall also pay to the Non-Defaulting Party any damages incurred by the Non-Defaulting Party related thereto, including liquidated settlement amount (the "Settlement Amount") calculated as follows: (1) Contract Value *minus* Wholesale Market Value (if Customer is the Defaulting Party) or (2) Retail Market Value *minus* Contract Value (if AEP Energy is the Defaulting Party); provided that the Settlement Amount shall not be less than zero, and no Settlement Amount is payable to a Party that is itself the Defaulting Party.

Definitions:

"Contract Value" means the amounts Customer would have paid for the Remaining Performance had no Event of Default occurred.

"Remaining Performance" means the quantity of Retail Energy expected to be supplied by AEP Energy during the remainder of the term of the applicable Attachment(s).

"Retail Market Value" means the commercially reasonable cost that Customer actually pays to procure the Remaining Performance from an alternative supplier, to the extent reasonably documented and reflective of then-current market conditions.

"Wholesale Market Value" means the value AEP Energy realizes from reallocating, terminating, or liquidating any portion of any energy supply contract, hedge, financial instrument, or related trading position or arrangement held by or for AEP Energy, or in avoiding related costs tied to the Remaining Performance. AEP Energy is not required to enter into any replacement transaction to establish Wholesale Market Value.

The Non-Defaulting Party will calculate the Settlement Amount using commercially reasonable discretion, which may include forward market prices, liquidity conditions, valuation curves, and internal risk-management and cost-valuation methodologies. Upon written request, the Non-Defaulting Party will make its calculation available to the Defaulting Party. The Defaulting Party shall pay the Settlement Amount to the Non-Defaulting Party within five (5) business days after notice of the amount due. The Parties acknowledge and agree that the Settlement Amount constitutes a fair and reasonable, good-faith estimate of damages and lost economic expectancy resulting from early termination, given the difficulty of determining actual damages and the volatility of energy markets and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

VII. SERVICE LOCATION CLOSURE

Customer must provide AEP Energy at least thirty (30) calendar days' prior written notice before terminating supply at any Service Location, including as a result of ceasing operations at, closing, vacating, selling, transferring, or otherwise removing any Service Location. Customer's obligation to take and pay for Retail Energy is unconditional and any notice, statement, action, omission, or communication by Customer or the EDC indicating Customer's intent to discontinue, reduce, or otherwise avoid receiving Retail Energy prior to the expiration of the term of the applicable Attachment will constitute anticipatory repudiation and an Event of Default by Customer. In such event, Customer shall be liable for related damages incurred by AEP Energy, calculated and invoiced in the same manner as the Settlement Amount as if Customer were the Defaulting Party. If Customer fails to timely pay these amounts, AEP Energy may adjust, using commercially reasonable discretion, the pricing for any remaining Service Location(s) to reflect changes in expected usage, load profile, and other conditions. All obligations under this Agreement remain in full force and effect for the remaining Service Location(s).

VIII. RELATIONSHIP OF PARTIES

The Parties are independent contracting parties engaged in an arm's-length commercial transaction for the purchase and sale of Retail Energy. Nothing in this Agreement creates, and the Parties expressly disclaim the creation of, any partnership, joint venture, fiduciary or agency relationship, or any other relationship that imposes duties, obligations, or liabilities beyond those stated herein. Customer acknowledges, affirms, and expressly agrees that, in entering into this Agreement and any Attachment, it has relied exclusively on its own judgment and independent evaluation of market risks, regulatory conditions, and pricing alternatives and expressly disclaims reliance on any statement, communication, assurance, course of dealing, forecast, analysis, projection, model, estimate, promise, guarantee, representation, or omission provided (whether written or oral) by AEP Energy or any representative. Customer further acknowledges that AEP Energy has made no representations, warranties, promises, or guarantees regarding potential savings, price comparisons, future market conditions, future Retail Energy prices, load shapes, any financial or operational advantages or disadvantages of any product or service, or any other matter and that EDC standard offer service rates and other utility charges fluctuate and are outside AEP Energy's control, such that AEP Energy does not and cannot guarantee any savings or price advantage relative to EDC rates. If a property manager or other agent ("Agent") executes this Agreement or any Attachment on behalf of the owner of any Service Location, Agent represents and warrants that it has full, valid, continuing, and non-revocable written authority to bind such owner for the entire Term of this Agreement and any Attachment. Agent shall defend, indemnify, and hold harmless AEP Energy from and against any and all Claims (as defined herein) arising out of or relating to Agent's lack of actual or continuing authority, any misrepresentation by Agent regarding authority, or any dispute between Agent and such owner concerning authority, consent, control, or responsibility for the Service Location. Customer acknowledges and agrees that any agent, broker, consultant, or other third party participating in any solicitation or transaction hereunder ("ABC") acts exclusively as an agent of Customer agent during sales process. If this Agreement or any Attachment involves an ABC, then such ABC will receive fees from

AEP Energy that are funded through payments received from Customer hereunder.

IX. ASSIGNMENT

This Agreement binds and inures to the benefit of each Party and its respective successors and permitted assigns. Except as expressly provided below, neither Party may assign, delegate, or transfer this Agreement or any right or obligation hereunder (whether voluntarily, involuntarily, by operation of law, merger, change of control, or otherwise) without the other Party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation of this provision shall be null and void and constitute an Event of Default by the assigning Party. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's prior consent but upon prior written notice, to an affiliate or a successor entity that acquires all or substantially all of the assigning Party's assets, or, for AEP Energy, all or substantially all of its retail electric supply business. As a condition precedent to any assignment by Customer, any proposed affiliate or successor must be reasonably determined in writing by AEP Energy to have creditworthiness reasonably acceptable to AEP Energy and deliver any enforceability assurances or credit support that AEP Energy may reasonably require. With respect to any assignment or transfer by AEP Energy, any affiliate or successor must be contractually obligated to continue supplying Retail Energy to Customer under the then-existing pricing.

X. FORCE MAJEURE

Neither Party is required to perform or fulfill its obligations (other than payment obligations then due or becoming due with respect to delivered performance prior to a Force Majeure) under this Agreement during, and only to the extent of, a Force Majeure event that actually prevents performance, provided the affected Party (the "Claiming Party") gives prompt written notice describing the event, its expected impact on performance, the steps being taken to mitigate the effects, and an estimate of the anticipated duration. "Force Majeure" means an event or circumstance that (A) directly prevents performance, (B) is beyond the Claiming Party's reasonable control, (C) could not reasonably have been avoided or overcome by commercially reasonable efforts, and (D) is not caused by the Claiming Party's fault, negligence, lack of planning or financial inability. Examples of qualifying events include, to the extent the above requirements are satisfied, acts of God, severe weather, fire, flood, lightning, landslides, earthquakes, regional weather-related events (including sustained low temperatures causing transmission or distribution system failures), pandemics, terrorism, sabotage, breach by the EDC, electric grid interruptions or curtailments, upstream-supplier force majeure, war, riots, or other civil unrest, and government actions or requirements. Force Majeure does not include economic hardship or changes in market prices, lack of profitability, failure or malfunction of Customer's equipment or facilities, systems, or equipment, or reductions in Customer's business or load for business reasons. If a Force Majeure event affecting a Party continues for more than thirty (30) consecutive calendar days, the other Party may terminate this Agreement or any affected Attachment by written notice to the Claiming Party, such termination not constituting an Event of Default.

XI. REGULATORY EVENT

If any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial or administrative interpretation), decree, tariff, charge, rate, rate class, methodology, market mechanism, dispatch protocol, or administrative requirement, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge (e.g., any increase in network integration transmission service or capacity rates), or any recalculation or change in any interpretation or application of any of the foregoing, by any governmental authority, court, EDC, ISO, RTO, or other regulated service provider alters to the detriment of AEP Energy its costs to perform or economic returns under this Agreement (a "Regulatory Event"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Regulatory Event, effective automatically and without further action as of the date such Regulatory Event takes effect, and all other terms and conditions of this Agreement will remain in full force and effect.

XII. FORWARD CONTRACT AND NO COMMODITY TRADING

The Parties acknowledge and agree that this Agreement and each Attachment constitute "forward contracts" within the meaning of Section 101(25) of the U.S. Bankruptcy Code, that AEP Energy constitutes a "forward contract merchant" under Section 101(26) and is acting as such in connection with this Agreement, and that payments made by Customer to AEP Energy hereunder are "settlement payments" under Section 101(51A) and are entitled to the Bankruptcy Code's safe-harbor protections. Accordingly, if any event described in Section 365(e)(1) or any comparable provision of the Bankruptcy Code occurs, AEP Energy may, to the fullest extent permitted by applicable law, immediately terminate, liquidate, accelerate, close out, or otherwise enforce this Agreement and any related transactions, and such rights shall not be stayed, avoided, enjoined or otherwise limited by operation of the automatic stay or other bankruptcy provisions. Customer irrevocably waives any right to contest or argue that this Agreement or any transaction hereunder is not a forward contract or that AEP Energy is not a forward contract merchant and agrees not to challenge AEP Energy's exercise of remedies available to forward contract merchants. Customer further acknowledges that AEP Energy is not providing, promoting, or offering commodities trading advice and is not acting as Customer's advisor or fiduciary, is not providing trading advice regarding futures, options, swaps, or any other "commodity interests", and does not hold itself out as a commodity trading advisor or commodity pool operator under the Commodity Exchange Act or CFTC regulations.

XIII. CONFIDENTIALITY

Both Parties agree to keep confidential this Agreement and all proposed or completed transactions and Attachments, including pricing, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction; any disclosure reasonably necessary to enforce the terms of this Agreement; or any disclosure to any accountant, attorney, or other professionals representing the receiving Party, any ABC, or any affiliated or third-party agent, advisor, or contractor involved in implementing this Agreement.

XIV. REPRESENTATIONS AND WARRANTIES

As a material inducement to entering into this Agreement and any Attachment, each Party represents and warrants to the other Party, as of the date hereof and the date of each Attachment, that: (A) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; (B) the execution, delivery, and performance of this Agreement and any Attachment have been duly authorized by all necessary actions and/or approvals and will not violate or conflict with its organizational documents, applicable law, or any agreement, order, or instrument to which it is a party; (C) this Agreement and each Attachment constitute legal, valid, and binding enforceable obligations of such Party; and (D) it has had the opportunity to obtain independent legal and other professional advice concerning this Agreement and each Attachment and fully understands and voluntarily accepts all terms, which it acknowledges are fair, reasonable, and not unconscionable.

Customer further represents and warrants that it is a commercial end user of Retail Energy and is entering into this Agreement and each Attachment solely for business, not personal, speculative, or resale, purposes.

XV. TITLE, WARRANTY, AND LIMITATION OF LIABILITY

Title to, and possession and control of, Retail Energy transfers from AEP Energy to Customer at the applicable Delivery Point, and all risk of loss, responsibility, and related obligations transfer at that point as well. AEP Energy is solely responsible for any injury, loss, expense, penalty, liability, damage, or cost (each, a "Liability") relating to Retail Energy before delivery to the applicable Delivery Point and shall defend, indemnify, and hold Customer harmless from all related third-party claims, demands, actions, suits, proceedings, damages, judgments, settlements, and associated costs and expenses, including reasonable attorneys' fees ("Claims"), arising therefrom, except to the extent caused by Customer's negligence, willful misconduct, or breach of this Agreement. Customer is solely responsible for any Liability relating to Retail Energy at and after the applicable Delivery Point and shall defend, indemnify, and hold AEP Energy harmless from all related Claims arising therefrom, except to the extent caused by AEP Energy's negligence, willful misconduct, or breach of this Agreement. Customer acknowledges that AEP Energy does not own or operate the transmission or distribution systems used to deliver Retail Energy. Accordingly, AEP Energy has no liability whatsoever for damages or losses resulting from any failure, interruption, curtailment, outage, delay, or defect in those systems (including EDC actions), all of which are outside its control. AEP Energy warrants only that it will convey good and marketable title to Retail Energy at the Delivery Point, free and clear of all liens, encumbrances, and title defects. THIS WARRANTY IS AEP ENERGY'S SOLE AND EXCLUSIVE WARRANTY CONCERNING THE RETAIL ENERGY AND IS MADE EXPRESSLY IN LIEU OF (AND AEP ENERGY EXPRESSLY DISCLAIMS) ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR OTHERWISE. WITHOUT LIMITING A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, ANY PAYMENT OF A SETTLEMENT AMOUNT, OR OTHERWISE AS EXPRESSLY REQUIRED HEREUNDER, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR BUSINESS INTERRUPTION), WHETHER BASED IN STATUTE, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY. THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE ("UCC") APPLIES TO THIS AGREEMENT AS THOUGH RETAIL ENERGY WERE A "GOOD," REGARDLESS OF ITS STATUS UNDER THE UCC OF THE GOVERNING LAW.

XVI. NOTICES

Any notice from AEP Energy to Customer must be in writing and sent to any of Customer's notice, billing, or email address specified in writing (including via email or online customer portal) by Customer or to any Service Location address (each, a "Customer Notice Address"). Any notice from Customer to AEP Energy must be in writing and delivered to AEP Energy, Inc., Attn: Contract Management, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, or any updated address designated in writing by AEP Energy. Absent proof of actual receipt, notice is deemed received: (A) if emailed, at the close of business on the day sent; (B) if sent by overnight mail or courier, on the next business day after it is sent; or (C) if sent by first class mail, on the fifth (5th) business day after mailing, in each case as established by business records or commercially reasonable evidence.

Customer must promptly notify AEP Energy in writing of any change to its billing, notice, or email address, ownership, business name, telephone number, contact person, or account number(s) for each Service Location, and in all cases within fifteen (15) calendar days of the change. AEP Energy may rely on the most recent information provided by Customer or the EDC, and Customer's failure to update such information will not invalidate or delay any notice from AEP Energy to the last information on file or relieve Customer of any obligation under this Agreement. Customer agrees that AEP Energy and its representatives may make calls or send messages to any telephone number(s) or email address(es) provided by Customer or the EDC, whether provided initially or updated during the Term, regarding Customer's account(s), including relating to amounts due, service matters, or other contract-related communications, which may include calls, text messages, and prerecorded or automated communications. By providing an email address, Customer expressly consents to receive legally effective electronic notices, invoices, and disclosures and acknowledges that electronic delivery constitutes valid, effective, and enforceable notice.

XVII. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to each Service Location, is governed by and construed exclusively in accordance with the laws of the state in which such Service Location is located, without regard to choice of law provisions. Any action, suit, or proceeding, whether at law or in equity, directly or indirectly arising out of or relating to this Agreement (each, an "Action") must be brought exclusively in either a federal court within such state, if jurisdiction exists, or a state court of competent jurisdiction in that state, in the plaintiff Party's sole and exclusive discretion. Each Party irrevocably submits to, and unconditionally consents to the exclusive jurisdiction and venue of, such courts and waives any objection based on improper venue, inconvenient forum, lack of personal jurisdiction, or similar doctrine. Each Party irrevocably covenants not to commence, prosecute, or participate in any Action in any forum other than the courts identified above and agrees that any judgment entered by such courts shall be final, binding, and enforceable in all other jurisdictions. Customer irrevocably consents to service of process in any Action by delivery of process to Customer at any Customer Notice Address and waives any objection to the effectiveness of such service, which shall be deemed valid and effective to the fullest extent permitted by applicable law, whether or not Customer actually receives such process. Each Party expressly waives any rights or protections available to consumers under any law granting consumers special rights, remedies, or defenses. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, WHETHER BASED IN CONTRACT, TORT, STATUTE, EQUITY, OR OTHERWISE.

Any Action must be brought solely in the plaintiff or claimant Party's individual capacity and not as a plaintiff, class member, representative, or participant in any class, collective, representative, mass, consolidated, or similar action or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO ASSERT ANY CLAIM OR PARTICIPATE IN ANY CLASS, COLLECTIVE, REPRESENTATIVE, MASS, OR SIMILAR ACTION AGAINST THE OTHER PARTY. TO THE EXTENT ANY SUCH CLAIM IS NEVERTHELESS PERMITTED BY APPLICABLE LAW: (A) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES, COSTS, OR EXPENSES ASSOCIATED WITH SUCH ACTION, REGARDLESS OF ANY OTHERWISE APPLICABLE STATUTE TO THE CONTRARY; AND

(B) ANY PARTY THAT INITIATES OR SERVES AS A NAMED REPRESENTATIVE IN SUCH AN ACTION IS BARRED FROM SUBMITTING, RECOVERING, ACCEPTING, OR SHARING IN ANY AWARD, SETTLEMENT, DISTRIBUTION, JUDGMENT, OR OTHER REMEDY ARISING FROM SUCH ACTION.

XVIII. MISCELLANEOUS

This Agreement constitutes the entire, final, complete, exclusive, and fully integrated understanding and agreement between the Parties with respect to its subject matter and supersedes, replaces, and merges all prior and contemporaneous contracts, negotiations, discussions, understandings, commitments, proposals, term sheets, representations, warranties, statements, or communications of any kind, whether oral, written, electronic, or otherwise, relating to such subject matter. This Agreement may be modified, amended, supplemented, waived, or altered only by a written amendment expressly states the Parties' intent to amend and is signed by duly authorized representatives of both Parties. This Agreement is intended to operate as a master agreement under which one or more Attachments may be executed for Retail Energy supply to specific Service Location(s). Transactions entered into under this Agreement are made in reliance on, and with the understanding that, these GTC and all Attachments form a single, integrated "one agreement" framework, and neither Party would enter into any such transaction absent such integrated structure. In the event of any conflict or inconsistency between these GTC and any Attachment, the terms of the most recent, fully executed Attachment shall control for the relevant Service Location(s) and time period. If multiple Attachments exist for overlapping or identical Service Locations or time periods, the Attachment with the most recent execution date controls.

If any provision of this Agreement is held invalid, void, unlawful, or otherwise unenforceable by a court or other tribunal of competent jurisdiction, the remaining provisions will remain in full force, and the affected provision will, to the fullest extent permitted by law, be automatically modified, reformed, or limited to the minimum extent necessary to make it valid, enforceable, and consistent with the Parties' original intent. If it cannot be modified, it will be severed without affecting the rest of this Agreement. All rights and remedies of the Parties under this Agreement, at law or in equity, are cumulative, non-exclusive and may be exercised singularly, concurrently, or successively at any time. No failure, delay, omission, or partial exercise constitutes a waiver or modification of any provision, nor impair any right or remedy available to such Party. Any waiver must be in a signed writing and applies only to the specific instance and purpose stated therein.

The words "include" and "including" mean "including without limitation," and the word "or" is non-exclusive. This Agreement shall be interpreted according to its fair meaning as a negotiated agreement between sophisticated commercial parties and not strictly for or against either Party. This Agreement confers no rights, benefits, claims, or remedies whatsoever upon any person or entity other than the Parties and shall not create, or be interpreted as creating, any duty, standard of care, or liability to any third party. This Agreement becomes effective only upon Customer's execution and AEP Energy's subsequent execution or, at AEP Energy's election, upon AEP Energy's performance (such as enrollment submission or commencement of supply) consistent with the terms hereof. This Agreement may be executed in multiple counterparts, each deemed an original but together forming one and the same instrument. Signatures may be executed and delivered electronically, and any such electronic signature or electronically delivered counterpart shall be valid, binding, and enforceable for all purposes as if an original handwritten signature.

Statutory disclosure to Ohio customers required pursuant to Ohio law: As applicable, Customer may be charged switching fees by the EDC.

Customer Information (***To be completed in full by Customer.***)		
	Billing Information: □ Please send paper invoices.	**Contract Notice Information:** □ Same as Billing Information
Email:		
Telephone:		
Address:	1809 West Hovey Avenue Normal, IL 61761-1096 US	
Attn:		

Each Party has executed this Agreement through a duly authorized representative, who, by signing below, represents and warrants full right, power, and authority to bind that Party as of the date first written above.

AEP Energy, Inc.		**Customer: Community Unit School District No.5, McLean and Woodford Counties, Illinois.**	
Signature:		Signature:	
Name:	Brian P. Whitlatch	Name:	
Title:	Sr. Vice President, Customer Solutions	Title:	