



**ELECTRICITY SALES AGREEMENT
SHORT FORM COVER PAGE
FIXED PRICE – UNBUNDLED NODAL**

This Electricity Sales Agreement, including this Cover Page and the attached General Terms and Exhibit (collectively, this "Agreement"), is entered into as of this **4th day of April, 2025** (the "Effective Date") between **Direct Energy Business, LLC d/b/a NRG and NRG Business** ("Seller") and **TEMPLE COLLEGE** ("Customer"). Seller and Customer are individually referred to as a "Party" and collectively as the "Parties." Capitalized terms used and not defined in this Cover Page have the meanings stated in the General Terms.

Delivery Term: **Start:** For each Customer Location, the first Meter Read Date on or after **04/01/2025** or, if a Switch is required, the first Meter Read Date on or after the Switch Date

End: For each Customer Location, the later of the first Meter Read Date after **03/31/2030** (the "Initial Term") and the last day of the Term

Contract Charge: The sum of the following items: the product of the Contract Price multiplied by Actual Consumption; Discretionary Service Fees; Transmission and Distribution Charges; Nodal Congestion Charges, if applicable; any applicable Taxes; Default Securitization Charges; Uplift Securitization Charges; a monthly Base Charge of \$0 per month for each Customer Location and any additional charges that are expressly authorized in this Agreement, each of which will be billed as separate line items to Customer.

"Default Securitization Charges" are the charges authorized in PUCT Docket 52321.

"Uplift Securitization Charges" are the charges authorized in PUCT Docket 52322.

Contract Price: **\$0.06763** per kilowatt-hour ("kWh") consumed at each Customer Location, including, subject to the terms of this Agreement, electricity charges, Ancillary Charges (including costs for Seller to comply with the increased procurement of Ancillary Services announced by ERCOT on July 1, 2021 (Operations Notice W-B070121-01), August 12, 2021 (Operations Notice W-A081221-01), and as approved by the ERCOT Board December 10, 2021 for calendar year 2022), ERCOT fees, and applicable aggregator and broker fees collected from Customer and paid to Customer's aggregator or broker (if any). If ERCOT takes any regulatory or market actions after the Effective Date that impose new or increased costs or charges on supplier obligations to serve (including but not limited to non-by-passable securitization charges, changes in methodology that result in increased procurement of ancillary services, and any market-design changes), or if the effectiveness of previous ERCOT regulatory or market actions become known after the Effective Date, then, as authorized under Section 9 of the Agreement, Seller may adjust the Contract Price or add a separate line item to your bill to reflect such increase to Seller's cost of supply.

This Agreement: (a) supersedes prior agreement(s) between the Parties for the supply of electricity to the Customer Location(s) (whether one or more, "Prior Agreement"), if any, effective as of the start of the Delivery Term; (b) constitutes the entire agreement between the Parties and there are no other agreements or representations affecting the subject matter of this Agreement, other than any Prior Agreement; (c) is executed by the Parties' duly authorized representatives in multiple counterparts to be construed as one as of the Effective Date; (d) will inure to the benefit of, and be binding upon, the Parties and their successors and permitted assigns; and (e) will not be binding until executed by Customer and Seller. If Seller elects not to execute this Agreement, Seller will notify Customer, in which case this Agreement will have no effect.

Direct Energy Business, LLC d/b/a NRG and NRG Business

By: 

**Scott Hart
President**

TEMPLE COLLEGE

By: 

Name: Brian Spink

Title: Director of Purchasing

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Contract Number **1-488E8K7**; ACE Record **1-488EHIZ**; Deal ID 467776351703

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GENERAL TERMS

1. Sales, Term. Seller will sell to Customer, and Customer will buy from Seller, electricity ("Energy") to satisfy its Energy Requirements subject to this Agreement. Customer will provide Customer Information to Seller and will assist Seller in implementing this Agreement. Customer will notify Seller of any circumstance likely to cause a change to the Energy Requirements at any Customer Location. If Customer has not Switched to a new REP effective when the Initial Term expires, then Seller may: (i) continue to sell electricity in accordance with this Agreement subject to the Transition Charge or (ii) at any time after the end of the Initial Term, if allowed by Law, terminate this Agreement by Switching Customer to POLR service. If Seller continues to sell electricity to Customer, this Agreement will continue for successive one month terms (collectively, the "Transition Term") until all Customer Location(s) are Switched to POLR or to a new REP. During the Transition Term, Customer is subject to the monthly Contract Charge with a new month-to-month Contract Price beginning on the first Meter Read Date on or after the expiration of the Initial Term and revised monthly thereafter (collectively, the "Transition Charge"). This Agreement will continue in effect until final invoices are paid. All obligations regarding indemnity, payment of Taxes, limitations of liability, confidentiality, and waivers survive termination for the applicable statute of limitations period.

2. Billing, Payment, Taxes. (a) For each Customer Location Seller will send a monthly invoice for the Contract Charge. Customer will notify Seller in writing of the address to which Seller may submit invoices within five business days after the Effective Date. All electricity delivered to a Customer Location is measured pursuant to the TDSP's tariff by the TDSP at each Customer Location. Customer agrees that timely and accurate invoicing is dependent on the TDSP and ERCOT furnishing Seller information, in the absence of which Seller may invoice Customer on estimated data, subject to later adjustment. On or before the 20th day after the invoice date (the "Due Date"), Customer will pay the amount due to the address or by wire transfer to the account specified in the invoice. Seller will assess a \$25.00 processing fee for unprocessed payments due to insufficient funds. If an invoice is not paid by the Due Date, then Seller will apply to Customer's account a late fee on the unpaid amount equal to the lesser of five percent or the maximum amount permitted by Law. If Customer disputes an invoice, Customer will pay Seller the undisputed amount. Upon resolution, Customer will pay the amount owed with interest at the Interest Rate from the date the amount was originally due to, but excluding, the date the amount is paid. Customer is responsible and indemnifies Seller for all Taxes arising from or measured by electricity sold or services provided or Seller's receipts from the foregoing, whether the Law imposes the Taxes on Seller or Customer. Seller will collect Taxes from Customer by including them on the invoice. Seller will recognize a lawful sales tax exemption on a prospective basis only after Seller receives proper documentation. If Customer is due a sales tax refund because of Seller's failure to timely recognize valid exemption documentation, Seller may credit the overpaid sales tax to Customer's account. Customer is responsible for petitioning the taxing authority for all other sales tax refunds.

(b) **Exported Energy.** During the Term of this Agreement, Seller acknowledges that Customer may have generation that is either synchronously connected to the TDSP at a Customer Location or qualified as a Resource in ERCOT ("Customer Resource"). During any given billing cycle, Customer will sell, and Seller will buy Exported Energy for an amount equal to the Exported Energy Credit, which Seller will credit to Customer's invoice. At least 30 days before the installation of a Customer Resource at a Customer Location, Customer must inform Seller of the total capacity of the generation. As a condition to Seller's obligation to buy Exported Energy, Customer must also provide Seller with proof of an Interconnection Agreement with the TDSP, per P.U.C. Subst. R. 25.211 and either (a) the Generation ResourceID (RID) for ERCOT registered generation; or (b) the appropriate profile designation with ERCOT for unregistered generation. If the Customer Resource is registered with ERCOT, Customer and Seller must enter into an agreement for Seller's affiliate to provide Qualified Scheduling Entity (QSE) services for Customer and Seller to qualify for Exported Energy Credit. For purposes of this Section, "Exported Energy" means, for each fifteen minute ERCOT settlement interval, the energy delivered to the Grid by the Customer Resource net of energy consumed by Customer at the Customer Location containing the Customer Resource, as measured and reported by the TDSP or estimated by Seller "Exported Energy Credit" means, for each Customer Location and fifteen-minute ERCOT settlement interval, the product of the Exported Energy multiplied by LMPZ. "LMPZ" means the ERCOT Real-Time Settlement Point Price of Energy for a fifteen-minute ERCOT settlement interval for the Load Zone in which the Customer Location is located.

3. Credit. Seller's obligation to sell electricity to Customer is conditioned upon Seller's ongoing review and approval of Customer's creditworthiness. Customer will, on Seller's request from time to time, (i) provide financial information and (ii) if Customer's creditworthiness declines, provide performance assurance, all reasonably satisfactory to Seller.

4. Material Change. (a) A Material Change occurs if for any two consecutive billing periods, Customer's Actual Consumption for each billing period is +/- 25% of the Benchmark Quantity. If a Material Change occurs then Seller may, at Seller's discretion, add a line item to Customer's invoice reflecting any costs associated with the Material Change, or notify Customer in writing (the "Notification Letter") of adjusted Benchmark Quantities and an adjusted Contract Price that reflects the incremental effect of the difference between the unadjusted and the adjusted Benchmark Quantities and these adjustments will be effective as of the next Meter Read Date. A Material Change can be triggered by any change in Customer's Actual Consumption including, but not limited to net metering, other Customer initiated energy efficiency measures, or add/deletes. (b) If Customer anticipates any change in operations at any Customer Location including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits that is likely to cause a Material Change, then Customer must notify Seller promptly, but no later than 60 days before that anticipated change in operations (a "Notice of Material Change"). If Seller receives a Notice of Material Change:

(i) Seller may at any time, notify Customer in writing (the "Notification Letter") of adjusted Benchmark Quantities and an adjusted Contract Price that reflects the incremental effect of the difference between the unadjusted and the adjusted Benchmark Quantities.

(ii) Customer may accept the adjusted quantity and price by signing the Notification Letter and returning it to Seller within five Business Days of the Notification Letter date. Once accepted, the adjusted Benchmark Quantities and adjusted Contract Price will be effective on the first Meter Read Date after the expiration of that five Business Day notice period.

(iii) If Customer does not sign and return the Notification Letter within the five Business Day notice period, then the Benchmark Quantities and Contract Price will not be adjusted, and Seller may terminate this Agreement as of a specified termination date upon at least five Business Days' Notice to Customer.

(iv) If Seller terminates this Agreement, then Customer will pay Seller a Cancellation Fee and pay Seller timely for all charges for electricity sold until each Customer Location is Switched. If all Customer Locations are not switched to a new Energy supplier effective upon the termination date specified in the Notice to Customer, then Seller will have the rights specified in the Term provision of the Agreement. Any election by Seller not to exercise its rights under this Section will not preclude Seller's exercise of those rights at a later date.

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Contract Number 1-488E8K7; ACE Record 1-488EHIZ; Deal ID 467776351703

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5. **Default.** "Non-Defaulting Party" may establish a date (the "Early Cancellation Date") on which this Agreement will be cancelled upon the occurrence of any of the following defaults by "Defaulting Party," if the default is not cured within five business days after notice (except for an Insolvency Event or the failure to provide performance assurance which are immediate defaults):

- (i) Failure to make, when due, any payment; or
- (ii) Any representation or warranty proves to have been false or misleading in any material respect; or
- (iii) Failure to perform any covenant; or
- (iv) An Insolvency Event occurs.

No waiver by a Party of a default will be construed as a waiver of any other default. If Non-Defaulting Party cancels this Agreement, (i) Customer, or if allowed by Law, Seller, as Non-Defaulting Party, may Switch Customer's service to POLR or a new REP, and (ii) Defaulting Party will pay the Cancellation Fee to Non-Defaulting Party, and (iii) if allowed by Law, Seller, as Non-Defaulting Party, may disconnect or cause to be disconnected, each Customer Location from electricity service. The Parties agree that if Customer causes a default by switching away one or more Customer Locations to another REP prior to the expiration of the Initial Term, the Early Cancellation Date will be the earliest date a Customer Location is Switched. Regardless of which Party is Defaulting Party, if this Agreement is cancelled, Customer will remain liable to pay Seller timely for all charges for electricity sold until each Customer Location is Switched or disconnected. Defaulting Party will pay the Cancellation Fee within 15 business days of receipt of notice therefor and it will accrue interest at the Interest Rate from the Early Cancellation Date to, but excluding, the date paid. On the date due, each Party will pay to the other Party all additional amounts payable by it after all amounts have been netted and aggregated with the Cancellation Fee.

6. **Limitation of Liabilities.** The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy its essential purposes. **If an express remedy is provided, that remedy is the sole and exclusive remedy. If no remedy is expressly provided, the obligor's liability is limited to direct actual damages as the sole and exclusive remedy.** In each case all other remedies at law or in equity are waived. Neither Party is liable for consequential, incidental, punitive, exemplary, or indirect damages, or other business interruption damages, by statute, in tort or contract, under any indemnity provision, or otherwise. These limitations apply even if the damages result from a Party's negligence, whether sole, joint, concurrent, active, or passive. To the extent any damages required to be paid are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient, and the liquidated damages constitute a reasonable approximation of the loss.

7. **Representations.** Customer represents that (i) it is a commercial user of electricity and has entered into this Agreement solely for related non-speculative purposes, (ii) it will not resell any of the electricity it buys from Seller, (iii) it has experience in business matters that enable it to enter into and perform this Agreement. **The Parties make no representations or warranties except those expressly stated in these terms, and disclaim all other warranties, express or implied, including merchantability, conformity to models or samples, and fitness for a particular purpose.**

8. **Force Majeure.** If a Party is unable because of Force Majeure to perform its obligations and it notifies the other Party as soon as practicable, then its obligations (other than payment for Energy received, and performance of obligations incurred, before the Force Majeure event) will be suspended for the duration of the Force Majeure event. Customer agrees that under no circumstances will Seller be required, because of a Force Majeure event, to supply electricity except to the Customer Locations.

9. **Law, Waivers, Confidentiality, Documentation.** Except as provided in Section 6, the Law of the State of Texas (without giving effect to principles of conflicts of laws) governs this Agreement. **Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action, claim or proceeding relating to this Agreement.** The Uniform Commercial Code of Texas applies to this Agreement and electricity is deemed a "good". If either Party or its activities related to this Agreement are affected by any Law effective after the Effective Date ("Change in Law") that makes performance of this Agreement unenforceable or illegal, then either Party may terminate this Agreement on notice to the other Party, without any obligation or other liability (other than payment for Energy received, and performance of obligations incurred, before the Change in Law becomes effective). If a Change in Law becomes effective relating to the wholesale or retail electricity market in ERCOT resulting in new or modified fees, costs of performance, or other charges being incurred by Seller and/or other ERCOT market participants, then to the extent incurred by Seller, all of the incremental amounts, may be reasonably allocated and billed to Customer as an authorized charge or adjustment to the Contract Price. **To the extent permitted by Law, Customer agrees that the Customer Protection Rules adopted by the PUCT pursuant to the PURA do not apply to this Agreement and that this Agreement will govern any conflict between it and the Customer Protection Rules.** Except as otherwise provided below Seller shall maintain the confidentiality of Customer's data collected for purposes of fulfilling the terms of this Agreement including Customer's name, address, telephone number, electric usage and historic payment information as required by applicable regulation and law. Customer shall maintain the confidentiality of this Agreement and will not without Seller's prior written consent, disclose the terms of this Agreement or any on-line account management password, to any third party, other than Customer's employees, affiliates, agents, auditors and counsel who are bound by confidentiality obligations not to disclose this Agreement. Seller may disclose or share the terms of this Agreement or Customer's data provided under or relating to this Agreement, with its affiliates, agents, employees, lenders, permitted assignees, or service providers who have agreed to confidentiality obligations not to disclose or share such information and to use it only in the course of their performance of services. Where required by applicable regulation or law, Seller will obtain Customer's consent to disclose or share Customer's data for any other purpose not defined herein. If a provision becomes unlawful or unenforceable, the other provisions will remain in effect. Except as provided in Exhibit A, only a written amendment signed by the Parties is enforceable.

10. **Assignment.** Except as provided, neither Party may assign this Agreement without the other Party's prior written consent, which consent may not be unreasonably withheld. Seller may, without Customer's consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this Agreement or its accounts, revenues, or proceeds, or (ii) assign this Agreement to an affiliate of Seller or to any other person or entity succeeding to all or a substantial portion of the assets of Seller whereby Seller will have no further obligations for future performance other than payment of amounts owed.

11. **Customer Acknowledgement.** Customer acknowledges that Energy prices may be subject to substantial volatility based on economic conditions fuel prices and other factors, and that past results regarding electricity products are not necessarily an indication of future results. Further, Customer acknowledges that Seller and its affiliates are in the business of buying and selling power within the ERCOT market for each of their own accounts and that this participation may affect the calculation of Real-Time Settlement Point Prices. Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon Real-Time Settlement Point Prices, as promulgated by ERCOT. Subject to the right of Customer to dispute a Seller

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Invoice as set forth in the Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT, based on Seller's participation in the market and its effect on Real-Time Settlement Point Prices. Nothing in this Agreement restricts Seller or any of Seller's affiliates from participating in the ERCOT market activities that may affect Real-Time Settlement Point Prices.

12. Partial Termination. Customer may delete one or more, but not all, Customer Locations (and associated Benchmark Quantities as determined by Seller in its sole discretion) from the Agreement ("**Partial Termination**"), only if Customer (a) closes those Customer Location(s) for the remainder of the Term, or (b) sells those Customer Locations(s) and the buyer of the locations does not assume obligations to purchase Energy under this Agreement. Customer must provide Seller with at least 30 days prior written notice of its intent to delete Customer Location(s) from the Agreement on these conditions. Customer must pay Seller a partial Termination Payment for the deleted Customer Location(s). Seller will calculate the partial Termination Payment in the same manner as the Cancellation Fee, using only the Benchmark Quantities for the deleted Customer Locations, and bill the amount of the partial Termination Payment on a subsequent Retail invoice.

13. Notice to Customers with Aggregators or Brokers. If Customer used the services of an aggregator, broker, or similar agent to select or enroll for Seller electricity service, or enrolled for service as part of an aggregation, the person representing Customer may receive a commission from Seller out of the monies Customer pays Seller for service. Customer acknowledges and agrees that Seller may share information regarding Customer's electricity usage and payment with such aggregator, broker, or other aggregation unit, necessary to comply with any commission or similar agreement between Seller and that party.

14. Definitions. The term "**including**" means including, without limitation. All internal references are to this Agreement unless stated otherwise.

"Actual Consumption" means the electricity measured or reported by the TDSP or estimated by Seller for each Customer Location.

"Ancillary Charges" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system to support transmission of electricity from the source of generation to the points of demand.

"Benchmark Quantity" means Customer's expected monthly kWh electricity consumption for the Term. Customer's expected consumption may be set out on **Exhibit A**. If Customer's expected consumption is not set out on **Exhibit A**, Benchmark Quantity will be determined by reference to Customer Information and the 12 months of electricity consumption by Customer before the Effective Date, or for new facilities, Customer Information and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement.

"Cancellation Fee" means (i) where Customer is Non-Defaulting Party, the positive difference, if any, obtained by subtracting (a) the present value of this Agreement had it not been terminated using the Benchmark Quantity applicable to the Customer Locations for the remaining period of the Term from (b) the present value of a replacement contract using the Benchmark Quantity applicable to the Customer Locations and market prices that are reasonably expected to be available in the market for the remaining period of the Term; and (ii) where Seller is Non-Defaulting Party, the positive difference, if any, obtained by subtracting (a) the present value of a replacement contract from (b) the present value of this Agreement had it not been terminated, calculated in the same manner as provided in item (i), in each case plus Non-Defaulting Party's reasonable costs associated with the valuation and replacement contract.

"Customer Information" means information that accurately substantiates Customer's Energy Requirements forming a basis for the Contract Price and Benchmark Quantity.

"Customer Location(s)" means Customer's facilities described in **Exhibit A**.

"Discretionary Service Fees" means all non-routine deposits, connection fees, metering charges, installation costs for equipment to maintain a Power Factor of at least 95% lagging at each Customer Location meter, assessments by the TDSP in respect of any Power Factor at any Customer Location meter, or any similar amounts assessed by and payable to the TDSP related to the TDSP's purchase and installation of meters and associated equipment and Customer's use of that equipment to establish or maintain electric service at a Customer Location or to maintain the TDSP system requirements, or other charges for equipment or services requested by Customer or required by the TDSP.

"Energy Requirements" means electricity equal to 100% of the actual electricity requirements of Customer Location(s) for the Delivery Term, not to exceed the TDSP's facilities' capabilities or contravene Law.

"ERCOT" means the Electric Reliability Council of Texas.

"Force Majeure" means an event not within the reasonable control of the Party claiming suspension, not caused by the negligence of that Party, and which, by the exercise of due diligence, that Party is unable to overcome or obtain a commercially reasonable substitute therefor. Force Majeure includes a Force Majeure occurring with respect to the TDSP, a suspension, curtailment, or service interruption by the TDSP, or acts of terrorism, civil insurrection, war, or acts of God.

"Insolvency Event" means making an assignment or arrangement for the benefit of creditors, filing a petition, or authorizing or acquiescing in the commencement of a proceeding under Law for protection of creditors, or having a similar petition filed against it, or otherwise becoming insolvent or unable to pay debts as due.

"Interest Rate" means an annual rate equal to 2% over the per annum prime lending rate published in *The Wall Street Journal* under "Money Rates" in effect on the first day of the month during which the charge or fee is assessed. The Interest Rate will never exceed the maximum rate permitted by Law.

"Law" means any law, statute, regulation, rule, protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretation of any of them by any court, agency, or instrumentality having jurisdiction, including ERCOT.

"Meter Read Date" means the actual meter read date that corresponds to the TDSP's regularly scheduled meter read date, as ascertained from the meter reading schedule published on the TDSP's website.

"Nodal Congestion" means the difference(s) between the Real Time Settlement Point Price(s) determined by ERCOT for the Load Zones and the Real Time Settlement Point Price(s) determined by ERCOT for the Hub(s) associated with the Customer Location(s).

"Nodal Congestion Charges" means the amount determined by calculating the product of "**Nodal Congestion**" and the "**Actual Consumption**".

"POLR" means the REP designated by the PUCT required to offer electricity to any requesting customer in a specified territory.

"Power Factor" means the ratio of kilowatt ("**kW**") to kilovolt amperes ("**kVa**") expressed as a percentage, calculated by dividing kW by kVa.

"PUCT" means the Public Utility Commission of Texas.

"PURA" means the Public Utility Regulatory Act.

"REP" means a retail electric provider under PURA.

"Switch" means an authorized change in Customer's electricity supplier.

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"Switch Date" means for each Customer Location the date that all actions have been taken by the TDSP and ERCOT (i) for Seller to sell electricity to Customer and for Customer to receive same, or (ii) for another REP or POLR to sell electricity to Customer and for Customer to receive same, as the context requires.

"Taxes" means all federal, state, and local taxes, fees, governmental charges, and assessments, imposed now or later on Customer as purchaser or on Seller as seller of electricity under this Agreement, or on this transaction, including Texas state and local sales and use taxes, the Texas gross receipts tax on utility companies, the PUCT gross receipts tax assessment, municipal fees, and generation, utility, regulatory, Btu, or electricity taxes, excluding taxes on net income.

"TDSP" means the entities that have custody of the electricity sold and purchased and own or control electric transmission or distribution equipment for transmitting or distributing electricity to a Customer Location.

"Term" means the Initial Term and the Transition Term.

"Transmission and Distribution Charges" means, for each Customer Location, all charges and fees in the TDSP's tariff (except Competition Charges) and billed to Seller for TDSP's services to deliver electricity to the Customer Location.

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EXHIBIT A

Customer Location	City	State	Zip Code	ESI
2115 S 5TH ST	TEMPLE	TX	76504-8023	10443720009799992

Benchmark Quantity (kWh)

Date	BMQ	
04/01/2025-04/30/2025	55,693	kWh
05/01/2025-05/31/2025	122,821	kWh
06/01/2025-06/30/2025	118,214	kWh
07/01/2025-07/31/2025	121,208	kWh
08/01/2025-08/31/2025	124,903	kWh
09/01/2025-09/30/2025	120,548	kWh
10/01/2025-10/31/2025	125,967	kWh
11/01/2025-11/30/2025	122,298	kWh
12/01/2025-12/31/2025	123,468	kWh
01/01/2026-01/31/2026	126,143	kWh
02/01/2026-02/28/2026	114,574	kWh
03/01/2026-03/31/2026	125,856	kWh
04/01/2026-04/30/2026	120,154	kWh
05/01/2026-05/31/2026	123,225	kWh
06/01/2026-06/30/2026	117,856	kWh
07/01/2026-07/31/2026	401,917	kWh
08/01/2026-08/31/2026	416,718	kWh
09/01/2026-09/30/2026	402,087	kWh
10/01/2026-10/31/2026	422,678	kWh
11/01/2026-11/30/2026	404,599	kWh
12/01/2026-12/31/2026	412,724	kWh
01/01/2027-01/31/2027	422,907	kWh
02/01/2027-02/28/2027	381,940	kWh
03/01/2027-03/31/2027	415,895	kWh
04/01/2027-04/30/2027	402,169	kWh
05/01/2027-05/31/2027	411,468	kWh
06/01/2027-06/30/2027	393,231	kWh
07/01/2027-07/31/2027	404,935	kWh
08/01/2027-08/31/2027	414,094	kWh
09/01/2027-09/30/2027	402,059	kWh
10/01/2027-10/31/2027	424,275	kWh
11/01/2027-11/30/2027	402,875	kWh
12/01/2027-12/31/2027	415,061	kWh

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01/01/2028-01/31/2028	424,931	kWh
02/01/2028-02/29/2028	395,104	kWh
03/01/2028-03/31/2028	417,649	kWh
04/01/2028-04/30/2028	404,733	kWh
05/01/2028-05/31/2028	407,290	kWh
06/01/2028-06/30/2028	392,366	kWh
07/01/2028-07/31/2028	406,461	kWh
08/01/2028-08/31/2028	413,160	kWh
09/01/2028-09/30/2028	404,085	kWh
10/01/2028-10/31/2028	422,059	kWh
11/01/2028-11/30/2028	403,265	kWh
12/01/2028-12/31/2028	425,039	kWh
01/01/2029-01/31/2029	418,580	kWh
02/01/2029-02/28/2029	381,904	kWh
03/01/2029-03/31/2029	417,884	kWh
04/01/2029-04/30/2029	404,161	kWh
05/01/2029-05/31/2029	407,690	kWh
06/01/2029-06/30/2029	394,709	kWh
07/01/2029-07/31/2029	404,064	kWh
08/01/2029-08/31/2029	412,152	kWh
09/01/2029-09/30/2029	406,540	kWh
10/01/2029-10/31/2029	420,432	kWh
11/01/2029-11/30/2029	402,442	kWh
12/01/2029-12/31/2029	416,463	kWh
01/01/2030-01/31/2030	418,578	kWh
02/01/2030-02/28/2030	381,901	kWh
03/01/2030-03/31/2030	421,910	kWh
04/01/2030-04/30/2030	214,542	kWh

If Customer and Seller agree to add or delete Customer Locations, the additions and deletions will be implemented as follows:

- (i) Customer emails Seller requesting that a Customer Location be added or deleted, together with any resulting changes to the Benchmark Quantity, and attaching the addition/deletion form to be provided by Seller (the "**Email Request**"); and
- (ii) Seller accepts the Email Request in a responsive email transmission attaching an amended **Exhibit A** showing the addition or deletion of the Customer Location (the "**Email Confirmation**").

The Parties are legally bound by each amended **Exhibit A** from the time Seller transmits it to Customer, and if Seller does not transmit it, no amendment by email transmission is binding upon the Parties. The Parties adopt the Email Request and Email Confirmation as a means by which the Parties' amendment of **Exhibit A** may be reduced to writing. The Parties agree not to contest or assert a defense to the validity or enforceability of each amendment entered into. Each Party represents that each of its representatives charged with implementing the foregoing has authority to effectuate the foregoing amendment type by email transmission.

All notices, requests, and Invoices must be furnished in writing and delivered by regular mail (including registered or certified mail, return

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Item 9-B



receipt requested), Internet (confirmed receipt), overnight carrier, facsimile, or hand delivery.

SELLER

NOTICES & CORRESPONDENCE:

Direct Energy Business d/b/a NRG and NRG Business
910 Louisiana Street
Houston, TX 77002

P.O. Box 1532
Houston, Texas 77251-1532
Attn: Invoicing

Facsimile No.: (877) 505-3833

With copy to: Vice President, Sales

Seller Customer Care Number: Please see your Invoice

BILLING & ACCOUNTING MATTERS:

Please see your Invoice or your Seller representative

CUSTOMER

NOTICES & CORRESPONDENCE & PASSWORD

Temple College
2600 S 1ST ST
TEMPLE TX 76504-7435

Attention: Cynthia Smith

Telephone No.:

Facsimile No.:

E-Mail Address: brian.supak@templejc.edu

**AFTER EXECUTION OF THIS AGREEMENT, PLEASE RETURN
THE ENTIRE AGREEMENT TO SELLER BY FACSIMILE TO
832-584-2018.**

INVOICES: Customer will provide its billing address in accordance with the General Terms.

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