

**ATLANTIC ENERGY MD, LLC
MARYLAND THIRD PARTY SUPPLIER FIXED RATE CUSTOMER CONTRACT
ELECTRICITY & NATURAL GAS CONTRACT SUMMARY**

Electricity Supplier and Natural Gas Supplier Information	<p>Atlantic Energy MD, LLC (“Atlantic”) Electric Supplier License Number: IR-3605 Natural Gas Supplier License Number: IR-3604 info@atlanticenergyco.com www.atlanticenergyco.com (800) 917-9133</p> <p>You have chosen Atlantic Energy as your electric and/or natural gas generation supplier. Atlantic is not affiliated with your electric distribution company (“EDC”) and/or your natural gas distribution company (“NGDC”). Atlantic is responsible for the electricity and/or natural gas generation charges on your bill. These charges will appear on your EDC/NGDC bills separate and apart from your EDC/NGDC’s distribution charges for delivering your electricity and/or natural gas.</p>
Price Structure	<p>Fixed rate.</p>
Electricity Supply Price	<p>«X.XX» cents per kWh.</p>
Natural Gas Supply Price	<p>«X.XX» cents per therm.</p>
Statement Regarding Savings	<p>The supply price may not always provide savings.</p>
Incentives	<p><<None. OR See attached AE Connect addendum.>></p>
Contract Start Date	<p>This Agreement becomes effective and binding as of the Effective Date, as defined in the Terms of Service. Service under this Agreement will begin on the Service Commencement Date as defined in the Terms of Service.</p>
Contract Term/Length	<p><<XX>> months (the Initial Term).</p>
Cancellation/Early Termination Fees	<p><<None. OR Yes, upon Early Termination of this Agreement as defined in the Terms of Service, you will be charged a fee of <<\$xx>>.</p>
Renewal	<p>Atlantic will send you a notice at least 45 days before expiration of the Initial Term explaining that your Agreement will automatically continue on a month-to-month variable rate unless agreed otherwise.</p>

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.

**ATLANTIC ENERGY MD, LLC
MARYLAND THIRD PARTY SUPPLIER CUSTOMER CONTRACT
FIXED RATE TERMS OF SERVICE**

Agreement to Sell and Purchase Energy. This is an agreement between Atlantic Energy MD, LLC (“Atlantic”, “Us”, “Our”, “We”), an independent third-party electricity and natural gas supplier, and the undersigned customer (“Customer” or “You” or “Your”) authorizing a change in Customer’s Third-Party Supplier (“TPS”) (the “Agreement”). This Agreement shall become effective and binding on the Parties as of the earliest to occur of: (i) the date the Agreement is executed by both Parties; (ii) the date on which Company provides written confirmation (including via e-mail) to Customer (or, If Applicable, Customer’s agent) of its acceptance of this Agreement; or (iii) the date Company takes any action in reliance on this Agreement, including submitting an enrollment request to the applicable utility (the “Effective Date”).

Atlantic is licensed by the Maryland Public Service Commission (“PSC”) as a competitive electricity supplier (License Reference Number IR-3605) and natural gas supplier (License Reference Number IR-3604). The PSC regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. Subject to the terms and conditions of this Agreement, Atlantic agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity and natural gas, as estimated by Atlantic, necessary to meet Customer’s requirements based upon consumption data obtained by Atlantic or the delivery schedule of the Customer’s Electric Distribution Company (the “EDC” or “Utility”) and Natural Gas Distribution Company (“NGDC” or “Utility”). Atlantic is not affiliated with and does not represent the EDC or the NGDC. The amount of electricity and natural gas supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Atlantic or the utility’s delivery schedule. Your utility will continue to deliver the electricity and natural gas supplied by Atlantic.

Term. "Service Commencement Date" means the date on which Company first begins providing electricity and/or natural gas to the Customer under this

Agreement, which shall be the date of the first meter read following the Utility's acceptance of the Company as the Customer's REP of record. This date may occur after the Effective Date. "Initial Term" means the period beginning on the Service Commencement Date and continuing for the number of months specified in the Contract Summary. For clarity, the Initial Term corresponds to the term stated in the Contract Summary and is not shortened or extended due to any difference between the Effective Date and the Service Commencement Date.

Cancellation; Early Termination Fee. "Early Termination" occurs when Customer cancels or terminates this Agreement after the Effective Date and before the expiration of the Initial Term. Upon Early Termination of this Agreement, You will <<not be subject to an early termination fee OR be subject to an early termination fee of <<\$xx>>>>. You may cancel this Agreement by contacting Atlantic at (800) 917-9133 or by email at info@atlanticenergyco.com.

Atlantic may terminate this Agreement if there is a Change in Law that results in Atlantic being prevented, prohibited, or frustrated from carrying out the terms of this Agreement; if Customer moves outside of an area served by Atlantic or where Atlantic charges a different price; if your service is terminated by your EDC or NGDC; at any time upon providing 15 days written notice to Customer. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

You will owe us for amounts unpaid for our charges for electricity generation or natural gas supply service up to the date of termination. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

Right of Rescission. Customers solicited door-to-door may rescind this Agreement at any time before midnight of the third business day after the date of their initial

enrollment by contacting Atlantic by phone at (800) 917-9133 or by email at info@atlanticenergyco.com.

Pricing and Billing. Your price for electricity generation with Atlantic is «X.XX» cents per kWh. Your price for natural gas supply is «X.XX» cents per therm. The Contract Summary additionally specifies whether the price is an introductory, fixed, or variable price. An introductory price is fixed for the period of time set forth in the Contract Summary and thereafter becomes variable. A fixed price will not change during the term set forth in the Contract Summary. A variable price may vary each month based on a variety of factors, including weather patterns and Atlantic's administrative costs, expenses, and margins. Natural gas prices vary based on the wholesale cost of natural gas from the NYMEX exchange (including commodity, capacity, storage and balancing) and transportation to the Delivery Point. Electricity prices vary based on actual and estimated costs of obtaining wholesale electricity, supply from PJM Interconnection, LLC ("PJM"), including prior period adjustments, inventory and balancing costs, transportation and transmission costs incurred by Atlantic, and Atlantic's administrative costs, expenses, and margins. There is no limit on the amount that your price can decrease or increase from month to month and there is no maximum price. Your price does not include the EDC or NGDC's delivery charges or any applicable taxes. Your price may be higher or lower than the EDC or NGDC's price. Atlantic may pass through or allocate, as the case may be, to you any increase in Atlantic's costs related to the electricity, natural gas, and related products and services to be sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, independent system operator ("ISO") business practices or protocol, Utility or ISO tariff, rule of any commission or agency with jurisdiction in the state in which Customer's meter is located.

Customer will receive one bill each month issued by Your Utility. Payment terms are governed by the terms of Your Utility's tariff. Your bill will be based on scheduled meter readings and/or estimates provided by Your Utility.

Taxes. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Atlantic's net income, shall be passed through to and paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes. You must provide Atlantic with any applicable exemption certificates.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Atlantic. Atlantic may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the PSC in accordance with Section 20.53.07.12 of the Code of Maryland Regulations.

Information Release Authorization. Customer authorizes Atlantic to obtain and review the following information from the utility: consumption history; billing determinants; account number; billing and payment information; and credit information. This information may be used by Atlantic to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Atlantic. This authorization will remain in effect for so long as Customer remains on flow with Atlantic. Customer may rescind this authorization at any time by providing written notice thereof to Atlantic or by calling Atlantic at (800) 917-9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Agency for Electricity and Gas. Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic as agent for the Customer will

schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above. Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the NGDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Atlantic to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the term of this Agreement. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the NGDC and in response to information provided by the NGDC. Atlantic agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above. Customer and Atlantic agree that title to, control of, and risk of loss to the natural gas supplied by Atlantic under this Agreement will transfer from Atlantic to Customer at the Delivery Point(s).

Dispute Procedures. In the event of a billing dispute or a disagreement involving Atlantic's service hereunder, the parties will use their best efforts to resolve the dispute. Customer may contact Atlantic by telephone or in writing, as provided below. If the complaint is not resolved after contacting Atlantic, or for general utility information, You may contact the PSC using the below information. Customer shall remit payment as required during the dispute, and such payment shall be refunded if warranted by the dispute's resolution.

By Phone	(800) 492-0474
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In Writing	Maryland Public Service Commission, William Donald Schaefer Tower 6 St. Paul St., 16th Floor Baltimore, MD 21202
On Website	https://www.psc.state.md.us/

Entire Agreement/ No Warranty. This Agreement, including the Contract Summary, any enrollment form, and applicable attachments, as written makes up the entire Agreement between Customer and Atlantic. Atlantic makes no representations or warranties other than those expressly set forth in this Agreement, and Atlantic expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. Atlantic will make commercially reasonable efforts to provide electricity and natural gas hereunder but Atlantic does not guarantee a continuous supply of electricity or natural gas to Customer. Certain causes and events out of the control of Atlantic ("Force Majeure Events") may result in interruptions in service. Atlantic will not be liable for any such interruptions caused by a Force Majeure Event, and Atlantic is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the utility (including, but not limited to, a facility outage on gas distribution lines or electric facilities), or any other cause beyond Atlantic's control.

Liability. The remedy in any claim or suit by Customer against Atlantic will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either Atlantic or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Utility Contact Information.

<u>Utility Name</u>	<u>Emergency Contact</u>	<u>Customer Service Contact</u>
Baltimore Gas & Electric Co	Electric: 1-877-778-2222 Gas: 1-877-778-7798	1-800-685-0123
PEPCO	1-877-737-2662	1-202-833-7500
Delmarva	Electric: 1-800-898-8042 Gas: 1-302-454-0317	1-800-375-7117
Potomac Edison	1-888-544-4877	1-888-544-4877
Southern Maryland Electric Coop	1-888-440-3311	1-877-747-6326

Atlantic Contact Information. Customer may contact Atlantic's Customer Service Center at (800) 917-9133, Monday through Friday 9:00 a.m. - 7:00 p.m. EST (contact center hours subject to change). Customer may write to Atlantic at: Atlantic Energy, 2170 Buckthorne Place, Suite 375, The Woodlands, TX 77380 or via Email at: info@atlanticenergyco.com.

WAIVER OF JURY TRIAL. ALL CLAIMS OR DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT THAT ARE NOT RESOLVED USING THE DISPUTE PROCEDURES ABOVE, ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF MARYLAND OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED

BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

Limitation of Liability. The remedy in any claim or suit by Customer against Atlantic will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either Atlantic or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of Maryland without regard to the application of its conflict of laws principles.

Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, EDC, LDC, Independent System Operator, or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases the Company's costs ("Change in Practice"), Atlantic shall have the right to pass on such additional costs and/or modify this Agreement to reflect such change. Furthermore, Atlantic shall provide notice and/or obtain affirmative consent of any Pass Throughs as required by local law.

Emergency Service. Your EDC or NGDC will continue to respond to leaks and emergencies. In the event of a power outage, gas leak, service interruption or other emergency, Customer should immediately call the EDC or NGDC using the numbers provided above.

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Atlantic have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

Telephone Communication. By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Atlantic, its affiliates and/or assigns, at the telephone number(s) you provide to Atlantic, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

Forward Contract. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Atlantic is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Atlantic under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Atlantic, is responsible for responding to service problems or emergencies should they occur.