

## Natural Gas Proposal

### Client Information:

<b>Legal Name:</b>	<b>Lorain Port Authority</b>	<b>Quote Date:</b>	<b>3/4/2016</b>
<b>Primary Address:</b>	<b>319 Black River</b>	<b>Estimated Start Date:</b>	
<b>City:</b>	<b>Lorain</b>	<b>Current Provider:</b>	
<b>State:</b>	<b>Ohio</b>	<b>Estimated Annual Usage (MCF):</b>	<b>338</b>
<b>Zip:</b>	<b>44052</b>	<b>Estimated Monthly Savings<sup>1</sup>:</b>	<b>\$44.79</b>
<b>Client Contact:</b>	<b>Richard Novak</b>	<b>Estimated Annual Savings<sup>1</sup>:</b>	<b>\$537.42</b>

### Current Account Information:

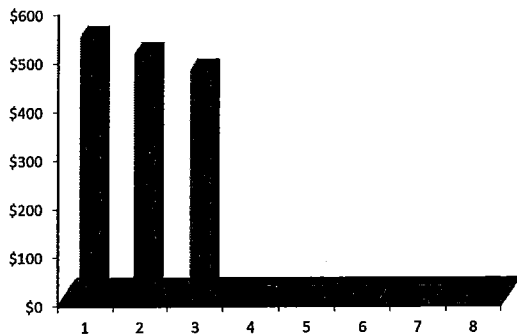
<b>Service Address:</b>	<b>Account Number:</b>
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If more than one service address exists, please see following sheet.

### SAVINGS ANALYSIS:

Contract	Direct Energy	100%	\$5.99	\$ 2,025	\$ 537	26.5%
12-Month Fixed	0	100%	\$4.40	\$ 1,487	\$ 537	26.5%
24-Month Fixed	0	100%	\$4.50	\$ 1,521	\$ 504	24.9%
36-Month Fixed	0	100%	\$4.60	\$ 1,555	\$ 470	23.2%

Annual Saving



### Special Notes:

**\* ALL PRICES ARE INDICATIVE AND VALID FOR THE DAY OF THE QUOTE ONLY. PRICES CHANGE AND MUST BE REFRESHED THE DAY OF CONTRACT SIGNING**

For purpose of analysis, all "Indexed" products assume constant rates for 12 months. Select TPI Efficiency makes no representations or warranties regarding the future of electricity prices.

<sup>1</sup> Estimated Annual Electricity Costs refer to Generation, Transmission, Capacity and Ancillary charges; delivery charges and taxes are excluded.

The information contained herein is being furnished for discussion purposes only. This communication does not constitute an offer to sell or the solicitation of an offer to purchase any security, future or other financial instrument or product. The transaction terms described herein are indicative only and are presented as of the date and, if applicable, time indicated, and are subject to change based on market conditions and other relevant factors. Any transaction is subject to credit approval and completion and execution of binding documentation. The information provided herein is for the use of the recipient only and may not be disclosed to any outside party without our prior written consent. Subject to applicable law and notwithstanding the foregoing, the recipient hereof and its employees, representatives, and other agents may disclose the U.S. federal income tax treatment and structure of the transaction described herein. We are not an advisor as to legal, taxation, accounting, regulatory or financial matters in any jurisdiction, and are not providing any advice as to any such matter to the recipient.

## Electricity Proposal

### Client Information:

<b>Legal Name:</b>	Lorain Port Authority	<b>Quote Date:</b>	3/4/2016
<b>Primary Address:</b>	319 Black River	<b>Estimated Start Date:</b>	April, 2014
<b>City:</b>	Lorain	<b>Exit Fees:</b>	\$0.00
<b>State:</b>	OH	<b>Estimated Annual Usage (kWh):</b>	333,915
<b>Zip:</b>	44052	<b>Estimated Monthly Savings<sup>1</sup>:</b>	\$251.27
<b>Client Contact:</b>	Rich Novak	<b>Estimated Annual Savings<sup>1</sup>:</b>	\$3,015.25

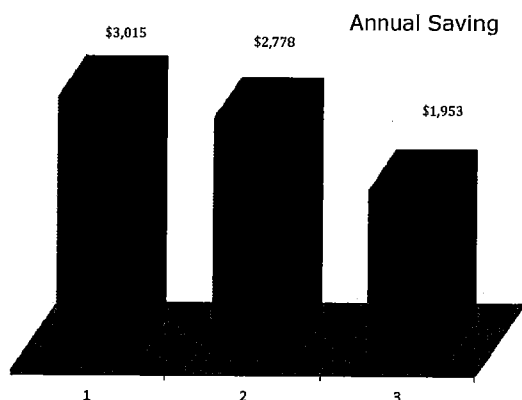
### Current Account Information:

<b>Service Address:</b>	Multiple	<b>Account Number:</b>	Multiple
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If more than one service address exists, please see following sheet.

### SAVINGS ANALYSIS:

Current	FES NOPEC	100%	\$ 0.07131	\$ 23,811	\$	0.0%
12 Month Fixed	Suez	100%	\$ 0.06228	\$ 20,796	\$ 3,015	12.7%
24 Month Fixed	Suez	100%	\$ 0.06299	\$ 21,033	\$ 2,778	11.7%
36 Month Fixed	Suez	100%	\$ 0.06546	\$ 21,858	\$ 1,953	8.2%



### Special Notes:

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For purpose of analysis, all "Indexed" products assume constant rates for 12 months. Select TPI Efficiency makes no representations or warranties regarding the future of electricity prices.

<sup>1</sup> Estimated Annual Electricity Costs refer to Generation, Transmission, Capacity and Ancillary charges; delivery charges and taxes are excluded.

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PRICING CONFIRMATION NATURAL GAS - OH

The following Pricing Confirmation ("Pricing Confirmation"), together with the Natural Gas Terms and Conditions - OH Commercial Customers ("T&C"), constitute the Agreement ("Agreement") between Guttman Energy, Inc. ("Company") and the customer specified in this Pricing Confirmation ("Buyer"). Company and Buyer are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

Buyer authorizes Company to enroll accounts listed on this Pricing Confirmation with NGS based on the Term specified herein. \*All fields below must be completed. Email address will only be used for communication between Company and Buyer.

BUYER INFORMATION					
COMPANY LEGAL NAME	Lorain Port Authority				
CONTACT NAME	Richard Novak				
BILLING ADDRESS	319 Black River				
	CITY	Lorain	STATE	OH	ZIP CODE 44052
CONTACT PHONE NUMBER	440-204-2265	CONTACT EMAIL ADDRESS	rnovak@lorainportauthority.com		EMAIL PREFERRED <input checked="" type="checkbox"/>

PRODUCT INFORMATION		REQUESTED START DATE	LDC	PRICE	TAX EXEMPT
SWING	TERM	April 1, 2016		4.40/mcf	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (Certificate Required)
100%	<input checked="" type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months <input type="checkbox"/> ___ Months		<input type="checkbox"/> Check ONLY if customer's service address zip code is located in COH Market Area 1 or 4.		

<b>FIXED PRODUCT</b>	Includes NYMEX, basis, transportation, LDC charges and fuel costs for delivery to the applicable LDC burner tip
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Guttman Energy reserves the right to reject any account in its sole discretion, including but not limited to reasons: pricing has expired, the customer does not pass credit, the start date is sooner than permitted by the LDC to switch, or if any item on the pricing confirmation is not satisfactorily completed.

By signing this confirmation page, Buyer acknowledges that they have read and agreed to the Terms & Conditions included.

Buyer: Lorain Port Authority

Printed Name: Rick Novak

Title: Executive Director

Signature:

Date: 2-24-16

Guttman Energy, Inc.

Printed Name: Michael Young

Title: VP & GM

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

NATURAL GAS SUPPLIER			
Guttman Energy		855-298-6839	3117 Washington Pike, Suite 550, Bridgeville, PA 15017
LDG / Provider of Last Resort			
Utility	UOM	Phone Number	Address
Columbia Gas (COH)	CCF	800-344-4077	290 W. Nationwide DLVD, Columbus OH 43215
Dominion East Ohio (DEO)	MCF	800-362-7557	210 East 55th Street, Cleveland OH 44103
Duke Energy Ohio (DUO)	CCF	800-544-6900	139 E. 4th Street, Cincinnati OH 45202
Public Utility Commission of Ohio		800-686-7826	180 East Broad Street, Columbus OH 43215



## Natural Gas Terms and Conditions – Ohio Commercial Customers

The following Natural Gas Terms and Conditions – OH Commercial (“T&C”), together with an executed Pricing Confirmation constitute the Agreement (“Agreement”) between Guttman Energy, Inc. (“Company”), a Pennsylvania corporation headquartered at 200 Speers Street, Belle Vernon, PA, 15012, and the customer specified in the Pricing Confirmation (“Buyer”). Company and Buyer are sometimes individually referred to herein as a “Party” or collectively as the “Parties.”

**1. Overview:** These T&C apply to the sale of natural gas (“Natural Gas”) by Company to Buyer as more fully set forth in the Pricing Confirmation(s) attached hereto. In the event of a conflict between a Pricing Confirmation and these T&C, the Pricing Confirmation shall control, but only as to the transaction(s) set forth therein. Buyer is obligated to purchase and receive, and Company is obligated to sell and provide, the Natural Gas as specified in the Pricing Confirmation(s) for the Buyer’s Service Locations identified on the Pricing Confirmation(s). Buyer acknowledges that: (a) Buyer is legally authorized to select or change Natural Gas services for the Buyer’s Service Locations; (b) Buyer is entering into the Agreement for its own account based upon its own judgment; (c) Buyer is a Small Commercial Customer, (d) Buyer has read, understands and accepts the terms, conditions and risks of this Agreement. Title to, control, possession and risk of loss of the Natural Gas shall pass from Company to Buyer at the delivery point of the applicable Natural Gas Company (“utility”) as specified in the Pricing Confirmation(s).

Company is licensed by the Public Utilities Commission of Ohio (“Commission”) to offer and supply natural gas generation services in Ohio under Certificate Number 13- 323G (1).

### DEFINITIONS

- **Commodity Charges:** The charges for basic gas supply service which is sold by volume (Ccf or Mcf).
- **Distribution Service:** The delivery of natural gas to a consumer at the consumer’s facilities, by and through the instrumentalities and facilities of a natural gas company, regardless of the party having title to the natural gas.
- **Price:** Buyer will pay a fixed price per unit of measure for retail natural gas service. The price will remain the same during number of months (noted as “Term”) as stated on the Pricing Confirmation form. Price is exclusive of all applicable state and local taxes, and the incumbent natural gas company’s service and delivery charges.
- **Small Commercial Customer:** Commercial customer that is not a mercantile commercial customer. Small Commercial customers are afforded certain customer protections as described in these Terms and Conditions.
- **Mercantile Customer:** A commercial or industrial customer that consumes, other than for residential use, more than five hundred thousand cubic feet of natural gas per year at a single location within the State of Ohio or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of the State of Ohio.

• **Right of Rescission, Term and Renewals:** Buyer, after receiving a written confirmation of enrollment with the Company from the utility, have the right to rescind its agreement without penalty within 7 business days from the postmark date of the confirmation notice by contacting the utility by phone or in writing as provided in the Pricing Confirmation. Company shall use commercially reasonable efforts to enroll Buyer on the first meter read date that falls on or after the Service Start Date as per the Pricing Confirmation. Buyer acknowledges that the start of service is dependent upon confirmation by the utility of the completion of all required switching and enrollment processes. Company shall not be liable for any lost savings or lost opportunity of Buyer, including without limitation as a result of a delay in service commencement due to actions or inactions of any third party, including any utility.

Service shall continue for the Term as stated on the Pricing Confirmation through the meter read date in the last month (“Service End Date”) unless sooner terminated provided hereunder. At the end of the Term, if Buyer and Company have not entered into any written modification, amendment or renewal of the agreement, and if Buyer has not elected to obtain service from another competitive Natural Gas Retail Service (“CRNGS”), the Agreement shall automatically continue on a month-to-month basis (“Auto-Renewal Term”), at the monthly rate as determined by Company. Buyer will receive notice of proposed modifications, amendments, or renewals of the Agreement at least 45 days but no more than 90 days prior to the end of the Term. The Auto-Renewal Term will remain in effect until the parties enter into a new agreement, or the Auto-Renewal Term is terminated by Buyer or Company. There will be no fee for early termination in the event of cancellation by buyer during the Auto-Renewal Term. Buyer hereby appoints Company to act, for all purposes, as its sole CRNGS for each of Buyer’s Service Locations, and other than those duties set forth in this Agreement, this appointment does not impose any other duties on Company.

quantity of Natural Gas used during the billing period, as reported by the utility, as well as any other amounts owed by Buyer. In the event actual quantities are not available by the utility for a month or longer, the Company reserves the right to estimate quantities for the purpose of billing. Unless otherwise set forth in the utility’s invoice or tariff, payment-in-full is due twenty (20) days from the date of the invoice. If Buyer fails to remit payment due to Company in full in any month, interest will be assessed on any undisputed and delinquent balance at the lower of one and one half (1.5%) percent per month or the highest rate allowed by law. If utility is invoicing Buyer, then Buyer is subject to the utility’s billing and payment terms, including any late fees, as specified by the utility in its separate terms and conditions. In addition to and not in limitation of the provisions set forth in Section 8 below, the obligations to make payments due hereunder shall survive the termination or expiration of this Agreement. Failure to pay the natural gas utility charges may result in Buyer’s service being disconnected in accordance with the natural gas utility tariff. Company does not offer budget billing for the generation portion of the bill.

**4. Taxes:** Buyer is responsible for any and all federal, state and local taxes, including any associated penalties and interest, whether such tax is a separate pass through line item on an invoice (including but not limited to gross receipts taxes, transactional taxes or other governmental or regulatory imposed taxes or surcharges to which Buyer may be subject) or included in the price of Natural Gas hereunder, as required by applicable law or regulation (“Taxes”). To the extent Buyer is claiming tax exempt entity status, Buyer must provide all documentation and certificates to evidence such status as requested by Company and Buyer will be liable for any Taxes assessed against Company because of Buyer’s failure to timely provide or properly complete any such documentation. Buyer will reimburse Company for any Taxes that Company is required to collect and pay on Buyer’s behalf and will indemnify, defend and hold Company harmless from any liability against all Buyer’s Taxes. In addition to and not in limitation of the provisions set forth in Section 8 below, the obligations with respect to Taxes accrued during the Initial Term or Auto-Renewal Term of this Agreement shall survive the termination or expiration of this Agreement.

**5. Deposits:** Unless otherwise set forth in a Pricing Confirmation, upon a termination of service, any deposits previously provided by Buyer shall be processed as a credit applied against any outstanding balance of Buyer, and only after all of Buyer’s obligations to Company are paid in full shall any remaining deposit be returned (via check) to Buyer.

**6. Event of Default:** “Default” means, (i) the failure of a Party to make, when due, any payment that is required under this Agreement; or (ii) any early termination of this Agreement by Buyer. Buyer may cancel this agreement without penalty at any time during the Term if the Buyer moves outside of the Company’s service area, or into an area where the Company charges a different price than set forth in the Pricing Confirmation.

**7. Company Remedies:** In the event of a Default by Buyer, Company may: (i) suspend performance; (ii) upon written notice, accelerate any or all amounts owing between the Parties and terminate any or all Pricing Confirmations and/or this Agreement; (iii) collect a settlement amount by calculating all amounts due to Company for the Close-out Value (defined below) for each Pricing Confirmation being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other commodity-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount (“Net Settlement Amount”). Any Net Settlement Amount due from the Buyer to Company will be paid within three (3) business days of written notice from Company. “Close-out Value” is the sum of (a) the amount due to Company regarding the actual or estimated quantities of Natural Gas remaining to be delivered as stated in the applicable Pricing Confirmation during the relevant period or, if applicable, the current Term, calculated by determining the difference between the purchase price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the Company for terminating the Pricing Confirmation, including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, and/or transaction costs. “Market Price” means the price for similar quantities of Natural Gas at the city gate of applicable utility during the relevant period or Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by Company in good faith

termination or liquidation of the applicable Pricing Confirmation(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Company may, but need not, physically liquidate a Pricing Confirmation or enter into a replacement Pricing Confirmation to determine Close-out Value or Net Settlement Amount. The Buyer is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

**8. Termination:** This Agreement may be terminated at any time after the date hereof by either Party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting Party's receipt of written notice from the non-defaulting Party.

In addition to other rights and remedies, in relation to a Default by Buyer, Company may withhold its provision of services and Pricing hereunder (such that Buyer's account is transferred to the utility, as applicable). If Buyer is switched back to the utility, Buyer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the utility, and Buyer may be charged switching fees by the utility.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except (i) for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the date of termination and/or any amounts pursuant to Section 7 above, (ii) any confidentiality obligations of either Party which has arisen hereunder and (iii) any other obligation hereunder which by its nature survives the termination of this Agreement.

**9. Dispute Procedures:** Contact Company with any questions concerning this Agreement or any terms of service from Company. Buyer may call the PUCO if Buyer is not satisfied after discussing with Company. Contact information can be found on the Pricing Confirmation:

If your complaint is not resolved after you have called Guttman Energy, Inc., or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**10. Customer Information Release Authorization:** By entering into this agreement for Natural Gas supply with Company, Buyer understands and agrees to its terms. Buyer authorizes Company to obtain from Buyer's utility certain information at Company needs to provide service to Buyer including, but not limited to, address, telephone number, account numbers, billing and payment history, historical and future usage, meter readings and demand. Company will not give or release Buyer's personal information to any unaffiliated party without Buyer's consent unless Company is required to do so by law or it is necessary to enforce this agreement, or in connection with a merger or sale of Company. Company is prohibited from disclosing Small Commercial Customer's social security number without Customer's written consent or in accordance with rules 4901:1-28-04 and 4901:1-29-02 of the Administrative Code. Company is prohibited from disclosing all Small Commercial Customer's account number without Customer's written consent, except for use with Company's own collection and credit reporting, percentage of income payment plan aggregation, governmental aggregation or for in assigning the Customer contract to another provider. Company reserves the sole right to determine if Buyer's credit standing is satisfactory before accepting Buyer's request.

Buyer has the right to request up to 24 months of payment history from Company without charge.

**Force Majeure:** Company will make commercially reasonable efforts to provide Buyer's commodity service, but does not guarantee a continuous supply. Certain causes of events are out of Company's reasonable control and may result in interruptions of service. Company is not responsible for transmitting or distributing commodity. In the event of a gas outage, Buyer should contact its NGDC. Buyer agrees that Company is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the PUC or any other regional transmission organization), accidents, strikes, labor troubles, equipment maintenance work, inability to access the local distribution utility system, or performance by the NGDC or any other cause beyond Company's reasonable control. In addition, Buyer may be required to pay any additional or increased fees or charges that are generally beyond Company's reasonable control including, but

not limited to, fees for switching, disconnecting, reconnecting or maintaining service or equipment, transmission or transmission-related charges, or other regulatory charges that are imposed by law, rule, regulation or tariff, or PUC or FERC rule or order. These charges or fees will be passed through to Buyer and added to Buyer's price.

#### **12. Limitation of Liability:**

EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO ACTUAL DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. TO THE EXTENT POSSIBLE UNDER LAW, THE UNIFORM COMMERCIAL CODE SHALL APPLY TO NATURAL GAS SOLD HEREUNDER.

THE NATURAL GAS SUPPLIED UNDER THIS AGREEMENT MAY BE SUPPLIED FROM A VARIETY OF SOURCES AND NO REPRESENTATIONS OR WARRANTIES ARE MADE BY COMPANY WITH RESPECT TO SUCH NATURAL GAS OR OTHERWISE HEREUNDER. COMPANY'S WARRANTIES ARE LIMITED TO THOSE EXPRESSLY SET FORTH BELOW AND COMPANY EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS IS AN AGREEMENT BETWEEN MERCHANTS. BUYER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST COMPANY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

**13. Venue:** Buyer and Company agree that all civil actions or proceedings (including any action/proceeding in small claims court) arising in connection with this Agreement or related in any way to the provision or cessation of services(s) provided hereunder shall be tried and litigated exclusively in the State and Federal courts in Ohio. Neither this section, nor this Agreement, shall eliminate Buyer's and Company's right to file a complaint with the Commission.

**14. Material Adverse Change:** If any laws, orders, decrees, regulations, rules, or any other administrative, legislative or judicial decisions are passed, modified, implemented or interpreted by judicial or regulatory order, administrative proceeding or legislative enactment ("Change In Law"), which creates additional costs not included in the applicable pricing set forth in the Pricing Confirmation or increases in the cost components of the pricing ("Incremental Charges"), then Company may seek Buyer's written consent to pass through such Incremental Charges to be paid by Buyer in addition to the applicable pricing set forth in the Pricing Confirmation and in accordance with the payment terms in this Agreement. If Buyer does not agree to the material changes suggested by Company, Company may terminate the agreement upon written notice to the Buyer. If a Change in Law relating to this Agreement occurs that renders Company's performance unenforceable or illegal, as determined by Company in a commercially reasonable manner, Company shall have the right to terminate each affected Pricing Confirmation upon thirty (30) days' notice, if and to the extent practicable, without the consent of the Buyer. For Small Commercial Customer, if contract is cancelled as a result of any material adverse change as described above, Buyer shall be exempt for any termination fee.

If Buyer has a change in operation that results in a 100% or greater change in monthly Natural Gas usage and/or capacity or delivery obligations, Company reserves the right to pass-through any increases in cost that results from such change.

**15. Assignment:** Buyer may not assign this Agreement without Company's prior written consent. Company may, without Customer's consent: (a) transfer or sell this Agreement or Buyer's account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of Company's assets or business; and (d) transfer this Agreement to another CRNGS licensed by the Commission. If Company assigns this Agreement to another CRNGS, Company will provide Buyer written notice prior to Buyer's next bill, including (i) a statement that following the assignment Buyer's service will continue under the same rates, terms and conditions established under this Agreement and (ii) the CRNGS's name, telephone number and address. After assignment, Company will have no further obligations under this Agreement. This Agreement is binding upon Buyer and Company and will further

bind each of Buyer's successors and permitted assigns.

**16. Waiver:** No waiver by either Party of any default or defaults by the other Party under this Agreement shall operate as a waiver of a future default or defaults, whether of a like or different character of nature. No delay or failure by Company in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.

**17. Severability:** The various provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any portion or provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.

**18. Notices and Correspondence:** Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the appropriate address of Buyer or Company as specified in the Pricing Confirmation. Notice sent by facsimile or other electronic means shall be deemed to have been received by the close of business on the day on which it was transmitted or such earlier time as it is confirmed received by the other Party. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as it is confirmed received by the receiving Party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

**19. Entire Agreement:** This Agreement, including any Pricing Confirmation(s) referenced herein, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by the Parties and any modifications must be agreed to in writing by Company and Buyer. The Parties agree that the relationship between the Parties shall be that of independent contractors.

**20. Applicable Law:** As to all matters of construction and interpretation, this Agreement shall be construed, interpreted and governed under and by the internal substantive laws of the State of Ohio without regard to its choice of law provisions. This Agreement may be executed in one or more than one counterpart, including by facsimile, and each executed counterpart shall be considered an original, all of which together shall constitute one and the same Agreement.

# Customer: Lorain Port Authority

PR #:  
Contract #:

## OHIO ELECTRIC ENERGY SALES AGREEMENT VARIABLE PRICE

This Ohio Energy Sales Agreement (the "Agreement") is entered into effective as of the 23 day of February 2016 (the "Effective Date") by and between GDF SUEZ Energy Resources NA, Inc. ("Suez"), a Delaware corporation and Lorain Port Authority ("Customer"). Suez and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3.

### SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 **Purchase and Sale.** Subject to the terms and conditions set forth herein, Suez shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service for the facility(ies) identified in Attachment A, Exhibit 1 for the term set forth below.
- 1.2 **Term.** This Agreement shall be effective on the Effective Date and the service contemplated herein shall commence at the Contract Price on the first available Utility Transfer Date on or immediately following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the first available Utility Transfer Date immediately following the End Date as specified for each facility in Attachment A, Exhibit 1. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date following the End Date include: i) executing an agreement with Suez for new terms and conditions of service, ii) transferring to another competitive supplier, or iii) providing a written request to Suez to transfer Customer's account(s) to the applicable default service provider. **In the event Customer does not exercise one of the options above prior to the End Date, Suez may continue providing service on a month-to-month basis ("Post Term Service"). You will receive a notice within 45 – 90 days stating whether Suez will renew this Agreement on a month-to-month basis or terminate the Agreement. If Suez elects to renew the Agreement your affirmative consent will not be required.** Where the local billing utility uses a "rate ready" billing system, the Contract Price for Post Term Service shall be a monthly variable rate set by Suez that is based on the cost of electricity supply plus costs and margin. Where the local billing utility does not use a rate ready billing system, the Contract Price for Post Term Service shall be an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to Ancillary Services, installed (or unforced) capacity, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice. Customer may terminate Post Term Service without liability for any early terminate fees by providing at least 30 days' notice.
- 1.3 **Billing and Payment.** For each Billing Cycle, Suez will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of the Agreement Taxes and Utility Related Charges are not included in the Contract Price and will be collected by the applicable local utility. Suez may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. Payment of the invoice amount shall be due to Suez by check, electronic funds transfer (EFT) or any other mutually agreed upon payment method within twenty one (21) days after the date of the invoice. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment, and Suez retains the right to report payment history to various credit agencies. If any amount of an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be refunded by Suez with interest accrued at the Interest Rate from the date payment was made through the date of refund to Customer. Any dispute with respect to an invoice is waived unless the other Party is notified within twenty-four months after the invoice is rendered or any specific adjustment to the invoice is made. Customer's failure to pay the Utility Related Charges in accordance with this Section 1.3 may result in Customer's account(s) being disconnected in accordance with the applicable local electric utility tariff. Suez shall be authorized to recover reasonable attorney's fees incurred in the successful pursuit of collection of unpaid amounts due from Customer. Suez may sell its receivables to the billing utility pursuant to its purchase of receivables ("POR") program, in which case the terms and conditions of the POR program shall control. When available, Suez will use consolidated billing (i.e. a single bill containing both Suez and Utility Related Charges).
- 1.4 **Contract Price.** In addition to applicable Taxes and Utility Related Charges that are not included in the Contract Price and are collected by the applicable local utility, Customer shall pay Suez the Contract Price per kwh of electric energy consumed in a Billing Cycle. The Contract Price may include, if applicable, an Intermediary Fee, and is inclusive of all non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other PJM charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Suez will not adjust the Contract Price if the local utility or ISO adjusts Customer's capacity peak load contribution.
- 1.5 **Other Transmission-Related Charges.** The following charges are billed to Customer by the local electric utility company, and are not included in the Contract Price or in any other Suez charge: Network Integrated Transmission Service, Transmission Enhancement, and other transmission-related ancillary services.
- 1.6 **RMR Charges.** Your Contract Price does not include Real-time Reliability Must Run (RMR) charges. RMR Charges are directly billed to the Customer by the local utility.



## **SECTION 2. GENERAL TERMS AND CONDITIONS**

- 2.1 **Notices.** Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier are deemed received two Business Days after it was sent.
- 2.2 **Taxes.** "Taxes" shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for and indemnify Suez for all Taxes hereunder, whether imposed on Customer or Suez. Suez may collect such Taxes from Customer by increasing Suez charges for the amount of such Taxes.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Suez to Customer at the delivery point specified in Attachment A, Exhibit 1.
- 2.4 **Credit Assurances.** If Suez has commercially reasonable grounds to believe Customer's creditworthiness or performance under this Agreement may become unsatisfactory, then Suez may provide Customer with written notice requesting a deposit in an amount not to exceed three (3) times the average amount invoiced by Billing Cycle. Upon receipt of such notice, Customer shall have five (5) days to remedy the situation by providing such deposit to Suez. The deposit shall be in the form of a cash or a letter of credit. In the event that Customer provides a deposit in the form of a letter of credit it shall be in a form approved by Suez and shall have a term that expires no less than ninety (90) days beyond the End Date of this Agreement. If such deposit is in the form of cash, any remaining balance shall be returned to Customer after all payment obligations have been fulfilled. No interest will be paid on deposits.
- 2.5 **Force Majeure.** "Force Majeure" shall mean an event that is beyond the reasonable control of the Party claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require Suez to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.
- 2.6 **Events of Default.** It shall be an "Event of Default" if Customer fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from Suez.
- 2.7 **Remedies Upon an Event of Default.** If an Event of Default occurs, the Suez shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance. If Suez elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated agreements according to Suez's consumption forecast). The Suez shall provide a written explanation of its calculation of the Termination Payment to Customer, and the Termination Payment shall be due within five (5) Business Days thereafter. It will not be an Event of Default and no Termination Payment will be due if Customer discontinues service at a facility prior to the End Date because Customer has moved, sold, or closed the facility, provided that Customer provides thirty (30) days' notice, a forwarding address, and other evidence required by Suez that Customer no longer occupies the facility.
- 2.8 **Limitation of Liability.** **THE PARTIES AGREE THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE IN THE EVENT OF ANY EARLY TERMINATION AND THEREFORE AGREE THAT THE CALCULATION OF A TERMINATION PAYMENT AS SET FOR THE HEREIN CONSTITUTES A REASONABLE APPROXIMATION OF THE HARM OR LOSS AS A MUTUALLY AGREED UPON FORM OF LIQUIDATED DAMAGES. FOR ANY OTHER BREACH OF THIS AGREEMENT, LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, ARE WAIVED BY BOTH PARTIES.**
- 2.9 **Indemnification.** Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.
- 2.10 **Representations and Warranties.** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date of the Agreement as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (c) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (d) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (e) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to Suez throughout the term of this Agreement that no facility or account listed on the Attachment will be classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, Suez and its

successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Suez acts solely as counter-party in all transactions with Customer under this Agreement. Accordingly, Suez has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that Suez proposes to enter into with Customer.

- 2.11 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Consent to assignment shall not be unreasonably withheld. Any assignment in violation of this Section shall be void.
- 2.12 Change in Law. In the event that there is a change in law, administrative regulation, or any fees or costs imposed by the PJM or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, and such change causes Suez to incur any capital, operating or other costs relating to the provision of services contemplated herein, such costs shall be passed through pro rata to Customer. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate the Agreement to comply with such change. If the Parties are unable to so amend the Agreement, the Parties' obligations hereunder shall terminate upon the date Customer commences service with a retail energy provider in lieu of Suez.
- 2.13 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS, AND WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.
- 2.14 Misc. This Agreement, any Appendix or Exhibits attached hereto and any agreements executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.
- 2.15 Public Utility Commission of Ohio Required Contract Disclosures:
- a. Your local electric utility company may charge you fees for switching your account(s) to Suez.
  - b. You have the right to request, not more than two (2) times in a twelve (12) month period, up to twenty-four (24) months of your payment history with Suez. Suez shall provide this information to you at no additional charge.
  - c. You may contact Suez at the mailing address or telephone number listed in Section 4. The hours of operation for telephone service are eight a.m. to five p.m., week days, Central Standard Time. You may also find more information at [www.gdfsuezna.com](http://www.gdfsuezna.com).
  - d. A small commercial customer (defined by Chapter 4901:1-21 and Chapter 4928.01(A)(2) of Title 49 of the State of Ohio Revised Code shall have a right to rescind this Agreement within seven (7) calendar days from the postmark date of the utility's confirmation notice by timely contacting Suez by phone at the number listed in the Notices Section herein and contacting its local electric utility company in writing or by phone to request to rescind the Agreement.
  - e. Suez may terminate this Agreement on fourteen (14) days written notice to Customer should Customer fail to pay an invoice or meet any agreed-upon payment arrangements.
  - f. You have the right to terminate this Agreement, upon prior written notice to Suez, without penalty, if the following circumstances occur: (i) you move or relocate the facility(ies) specified in Attachment A outside of Suez's service territory or into an area where Suez charges a different rate than your current Contract Price;
  - g. Suez may terminate this Agreement as a result of a Change in Law that renders performance of this Agreement illegal.
  - h. Procedure for Handling Consumer Complaints: If your complaint is not resolved after you have contacted Suez and/or your local electric utility company, or for general utility information, you may contact the Public Utility Commission of Ohio for assistance at 1-800-686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
  - i. The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.
  - j. Suez is prohibited from disclosing your social security number and/or account number(s) without your consent except for providing such information for the purpose of collections or credit reporting or assigning this Agreement to another electric supplier.
  - k. If you switch or transfer the electric energy service provided pursuant to this Agreement to the local electric utility company, you may not be served under the same contract rate, terms or conditions that apply to other customers served by such local electric utility company.
  - l. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly.
  - m. Suez's environmental disclosure information can be found on our website: <http://www.gdfsuezeneryresources.com/ohio-state-compliance>

### **SECTION 3. DEFINITIONS**

v. 12.31.2015 (matrix – small commercial customer disclosures)

**"Billing Cycle"** means, for each account, the period between meter read dates rendered either by Suez or the applicable utility during the applicable Term.

**"Business Day"** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

**"Claiming Party"** means the Party claiming an event of Force Majeure.

**"Current Market Price"** means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

**"Firm Full Requirements Service"** means that either Party shall only be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the PJM.

**"Governmental Authority"** means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

**"Interest Rate"** means, for any date, the lesser of (a) one and one-half percent (1½%) and (b) the maximum rate permitted by applicable law.

**"Intermediary Fee"** means a fee included in the Contract Price that Customer agrees should be remitted to the broker / service provider that Customer engaged, if any, in the selection of Suez as its electricity supplier.

**"PJM"** means the Pennsylvania Jersey Maryland Independent System Operator.

**"Post-Term Charge"** means the \$/kWh charge of electric energy consumed as specified on the Attachment A. Suez may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

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

**"Utility Transfer Date"** means the time and date on which the applicable utility has completed the process necessary to permit Suez to commence or discontinue providing the services hereunder. The process may include, as necessary and without limitation, recognizing Suez as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

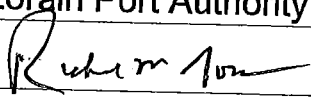
**SECTION 4. NOTICES**

	<b>BUSINESS NAME CONTACT NAME</b>	<b>BILLING CONTACT</b>	<b>GDF SUEZ Energy Resources NA, Inc. CONTACT</b>	<b>CUSTOMER PAYMENTS</b>
<b>NAME: ATTN:</b>	Lorain Port Authority	Richard Novak	GDF SUEZ Energy Resources NA, Inc. Attn: GSERNA Retail	<u>Please wire payments to:</u> Mellon Bank
<b>STREET ADDRESS:</b>	319 Black River		1990 Post Oak Blvd	<u>Account Title:</u> GDF SUEZ Energy Resources NA, Inc.
<b>CITY, STATE, ZIP, COUNTY:</b>	Lorain, Ohio, 44052, Lorain		Houston, TX 77056	<u>Account Number:</u> 8-086-282
<b>PHONE #:</b>	440-204-2265		1-888-232-6206	<u>ABA Number:</u> 031000037
<b>FAX #:</b>			713-636-0927	<u>For payment by check, please send to:</u>
<b>EMAIL:</b>	rnovak@lorainpo rtauthority.com		CustServ@gdfsuezna.com	GDF Suez Energy Resources P.O. Box 9001025 Louisville, KY 40290-1025

<b>CUSTOMER INFORMATION</b>	<b>GDF SUEZ INFORMATION</b>
<b>DUNS NO #:</b>	<b>DUNS NO #:</b> 099668332
<b>FEDERAL TAX ID #:</b>	<b>FEDERAL TAX ID #:</b> 76-0685946

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representative, have executed this Agreement to be effective as of the Effective Date.

**SIGNATURES**

Customer: <b>Lorain Port Authority</b>	<b>GDF SUEZ Energy Resources NA, Inc.</b>
Signature: 	Signature:
Print Name: <b>Richard Novak</b>	Print Name:
Print Title: <b>Executive Director</b>	Print Title:
Date: <b>2-23-2016</b>	Date:

# ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

## Exhibit 1: Facilities and Accounts

Customer:  
 Effective Date:  
 Agreement #:  
 PR #:

Product FP01  
 Code:

Product: Fixed Price RTC

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date [mm/dd/yyyy]	End Date [mm/dd/yyyy]
1	Lorain Port Authority, 123 Alabama Ave	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483700001475235		04/01/2016	04/01/2017
2	Lorain Port Authority, 150 Alabama Ave Slips	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483700000664323		04/01/2016	04/01/2017
3	Lorain Port Authority Lorain City Lakefront Pk, 301 Lakeside Ave Lights	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483700000662673		04/01/2016	04/01/2017
4	Lorain Port Authority, 123 1/2 Alabama Ave	Lorain, Ohio 44052	Lorain	Ohio Edison		080074837050000374700		04/01/2016	04/01/2017
5	Lorain Port Authority, 14th Street	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483700001400441		04/01/2016	04/01/2017
6	Lorain Port Authority, GRV STE, 319 Black River Lane	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483585001267069		04/01/2016	04/01/2017
7	Lorain Auth, GRV STE, 301 Riverfront PL APT 2	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483580001561829		04/01/2016	04/01/2017
8	301 Riverfront Place	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483580001533463		04/01/2016	04/01/2017
9	Lorain Port Auth, GRV STE, 301 Riverfront PL	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483580001561830		04/01/2016	04/01/2017
10	Lorain Port Auth, GRV STE, 412 Riverfront PL	Lorain, Ohio 44052	Lorain	Ohio Edison		08007483585000748934		04/01/2016	04/01/2017

Contract Price (\$/Kwh)	: .06508
Post Term Charge (\$/Kwh)	: 0.01900

### ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

SIGNATURE:

*Richard Novak*

PRINT NAME: Richard Novak



**CUSTOMER USAGE INFORMATION AUTHORIZATION**

You are hereby authorized and instructed to produce and release to TPI Efficiency and/or any Electric Generation Supplier licensed by the Public Utilities Commission of Ohio and authorized by TPI Efficiency, all information relative to our UTILITY HISTORY including, but not limited to consumption history for 12 months, load profiles and 12 months of interval metered data if available for the accounts listed and on Additional Accounts list, if attached. Additionally, TPI is authorized to receive all electricity and natural gas billing and contract information from any utility and/or suppliers.

This authorization in no way binds me to the purchase of any service or product from the Company or supplier named herein and is to be used for the sole purpose of determining my offer price of electricity service of the provision of other energy-related services. This authorization shall remain in effect until revoked in writing by the undersigned.

Initial Here:

We hereby authorize TPI the exclusive right to research, negotiate and bid all of our Electricity and Natural Gas services. TPI will maintain its authorization for a period of 12 Months from the date of signature. This agreement will automatically renew without 30 days written notice canceling the agreement.

**SUPPLIER / CONSULTANT INFORMATION:**

TPI Efficiency Consulting Representing Lorain Port Authority  
 Address: 2020 Center St., Cleveland, Ohio 44113  
 Email Address: info@tpiefficiency.com  
 Phone Number: (877) 244-0182

**OPERATING COMPANY INFORMATION (PLEASE PRINT):**

My Utility: Ohio Edison Company Name: Lorain Port Authority  
 Address: 319 Black River City, State, Zip: Lorain, Ohio 44052  
 Tax ID: \_\_\_\_\_

Signed: [Signature] Date: March 4, 2016  
 Name: Richard Novak Title: Executive Director  
 Phone: 440-204-2265

Customer Number	Address
08007483700001475235	123 Alabama Ave
08007483700000664323	150 Alabama Ave Slips
08007483700000662673	LPA, Lorain City Lake Frt. 301 Lakeside Ave. Light
0800748305000374700	123 1/2 Alabama Ave.
08007483700001400441	Lorain Port Authority, 141 <sup>st</sup> St.

\*Additional accounts may be added as additional accounts are received.

