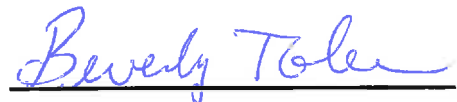


NOTICE

Please note that this bid for CRFQ GSD19*10 was received in the Purchasing Division office prior to the established bid opening date and time but due to setting the time clocks for the New Year the day got changed to a day forward. The bid was received on January 2, 2019 prior to bid opening at the time stated on the stamp.



Beverly Toler
Support Services Supervisor



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 17 - Fuels

Proc Folder: 525486
 Doc Description: Wholesale Natural Gas
 Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-12-13	2019-01-02 13:30:00	CRFQ 0211 GSD1900000010	1

RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

RECEIVED

2019 JAN -3 PM 12: 53

WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X *Chris Leucht*

FEIN #

DATE

1-2-19

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Central Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Administration, General Services Division to establish an open-end contract for Wholesale Natural Gas to be supplied to Building 5 on the West Virginia Capitol Complex per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US	STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Wholesale Natural Gas	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #
83101601			

Extended Description :

3.1.1 Wholesale Natural Gas price per DTH

GSD1900000010	Document Phase Final	Document Description Wholesale Natural Gas	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**REQUEST FOR QUOTATION
Wholesale Natural Gas**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Wholesale Natural Gas to be supplied to Building 5 on the West Virginia Capitol Complex .

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“DTH”** means a dekatherm, a unit of energy used to measure Natural Gas.
 - 2.5 **“FERC”** means Federal Energy Regulatory Commission.
 - 2.6 **“MOL”** means moles of gases or the measure of volume.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Wholesale Natural Gas**
 - 3.1.1.1 **Natural Gas Compositions** must be no less than:
Methane 85% MOL; Ethane not more than 9.2 Mol %;
Propane not more than 3.00 Mol %; Butanes (C4) and heavier not more than 2.00 Mol %; Pentanes (C5) and heavier not more than 0.25 Mol %; Nitrogen (N2) not more than 1.25 Mol %; Oxygen (O2) not more than 0.5 Mol %; Total Non-Hydrocarbons not more than 2.0

REQUEST FOR QUOTATION
Wholesale Natural Gas

Mol %; Total Sulphur including H₂S not more than 10 ppm by weight expected H₂S content not more than 4ppm by volume; Impurities Gas shall be reasonably free from dust (max size 5 microns), gum forming constituents and other deleterious solid and/or liquid matter which will cause damage to or interfere with the Operations of Gas Transporter's Facilities; Water content Not more than 112 Kg/MMSCM.

3.1.1.2 Vendor must adhere to FERC developed standards.

<https://www.ferc.gov/industries/electric/industryact/reliability/cybersecurity.asp>

3.1.1.3 Vendor must utilize existing meter, located on the north side of building 5 for reporting purposes. Any required maintenance or questions related to the meter use must be coordinated through Dave Parsons via e-mail at David.k.Parsons@wv.gov or (304) 957-7122.

3.2 VENDOR REQUIREMENTS:

3.2.1 Vendor must be supplier neutral with no ownership, ties, partnerships, or other business relationships with any specific energy supplier.

3.2.2 Vendor must have experience with conducting Natural Gas Procurements for (2) two State or Public-sector entities. Vendor should provide examples of experience with their bid. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

3.2.3 Vendor must have experience procuring Natural Gas in West Virginia distribution service territories. Vendor should provide examples of experience with their bid. Vendor must provide

REQUEST FOR QUOTATION
Wholesale Natural Gas

any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

4. CONTRACT AWARD

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Page by bidding the service Provider Fee by Fixed Price per DTH. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: melissa.k.pettrey@WV.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

REQUEST FOR QUOTATION
Wholesale Natural Gas

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Delivery Orders will be issued, and payments made for the monthly use.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall begin to deliver standard orders within 20 working days after the issuance of the notice to proceed to then be transmitted by Mountaineer Gas Company. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Delivery Orders will be issued, and payments made for the monthly use.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

REQUEST FOR QUOTATION
Wholesale Natural Gas

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Wholesale Natural Gas

- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: CHRIS FEUCHT
Telephone Number: 330 832-3860 OFFICE 330 607 7294 cell
Fax Number: _____
Email Address: christine.feucht@directenergy.com

EXHIBIT A: WHOLESALE NATURAL GAS BID FORM

Wholesale Natural Gas Pricing Page

1900 Kanawha Blvd E

Charelston WV 25305

Item Description	Specifications Section	Unit Price, per DTH	QTY (of DTH)		Total Price per Item
NATURAL GAS	3.1.1	\$ 2.8200	x 130,000	= A	\$366,600.00

\$2.79

\$ 362,700

TOTAL BID

=

~~\$366,600.00~~
\$ 362,700

*Note: Quantities listed herein are for bid evaluation purposes; no guarantee of any actual order quantities should be implied.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(f), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DIRECT ENERGY BUSINESS

Authorized Signature: Chris Wright Date: 12-28-18

State of Ohio

County of Stark, to-wit:

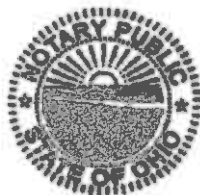
Taken, subscribed, and sworn to before me this 28th day of December, 2018

My Commission expires NO EXP., 20

AFFIX SEAL HERE

NOTARY PUBLIC

[Handwritten Signature]
Purchasing Affidavit (Revised 01/19/2018)



BRENDA J. REA
Attorney At Law
Notary Public for the State of Ohio
My Commission Expires No Expiration Date
Sec 147.03 RC

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: GSD190000010

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I DID NOT
RECEIVE ANY
OF THESE

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DIRECT ENERGY
Company

Chris Licht
Authorized Signature

1-2-19
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



Direct Energy

Direct Energy Business, LLC is a North American subsidiary of Centrica plc. Centrica is a Fortune Global 500 company. Centrica has an A- credit rating from S&P. As one of the largest commercial retail energy suppliers in North America, Centrica invests in the entire energy chain, to insure we can provide a low cost, reliable commodity that helps make your business better. Direct Energy Business is one of the largest commercial retail energy suppliers in North America. Our size, financial strength, and more than 25 years of experience position us to serve our customers with a powerful combination of industry-leading products, straightforward guidance and personalized service. We are committed to leveraging our size and strength to make our customers' businesses better across North America energy markets.

Industrial Retail Experience

Direct Energy Business is more than a \$10b company. We serve more than 250,000 customers across North America. We serve 22 U.S. markets, and five Canadian provinces. We are the number one Natural Gas Supplier in the Eastern U.S. with supplying more than 500 Bcf, and the second largest Power Supplier in the U.S. with more than 85 TWh.

Contract Terms and Conditions:

Direct Energy has their own natural gas Commodity Master Agreement which is attached in this bid. It does cover all major terms for the sale of natural gas which were found in your contract, but we would need to use our agreement for the sale of natural gas.

Thank you for your consideration of Direct Energy. Please see below for pricing options. Please contact me with any questions regarding this proposal.

Chris Feucht
Business Development Manager
Direct Energy
Christine.feucht@directenergy.com
330-832-3860 office
330-607-7284 cell

OFFER SHEET

The following is a proposal to supply natural gas to the facility, for the specified below. This is a full requirements contract. Direct Energy will supply 100% of the facilities requirements.

General Requirements:

3.1.1.1 The natural gas used by Direct Energy to supply any customer meets the composition requirements of all interstate pipelines and all local utilities.

3.1.1.2 Direct Energy adheres to all FERC developed standards.

3.1.1.3 Direct Energy will use the existing meter on building 5 as long as it is in good working condition as requested by the local utility. One Mountaineer Gas requirement to transport natural gas with a third party is for the customer to install a telemetering unit. Mountaineer will install the unit once the customer is ready for installation with a phone line attached. Mountaineer will charge the customer over 12 months with no interest, this cost is in the range of \$500-\$3000 depending on the size of your meter.

Vendor Requirements:

3.2.1 Direct Energy is supplier neutral.

3.2.2 Direct Energy supplies natural gas to West Virginia State University, Institute, and The Marriott in downtown Charleston, additional references can be supplied upon request.

3.2.3 Direct Energy has been supplying customers behind Mountaineer Gas and Hope Gas for many years. Our larger customers use over 800,000 mcf while our smallest only uses 4000 mcf, so we have experience with all types of customers. Specific names and contact information will be provided upon request.

4.0 Contract Award

4.2 Pricing Page Attached

The pricing page had an estimated annual amount. For balancing purposes, Direct Energy can only offer 100% swing if the State provides a history of monthly usage from the utility. Once this is provided Direct Energy can offer 100% swing which means regardless of the monthly usage on the contract, whatever is delivered to the customer will all be billed at the offer price. On the pricing page it will be outlined what 100% swing will cost. My original offer will be for 10% swing since no monthly usage was provided by the State.

5.1 Direct Energy does not require the State to order monthly quantities of natural gas. Direct will handle all nominations and balancing for the customer.

6.1 Direct Energy if chosen will start deliveries once the customer completes the necessary Mountaineer Gas paperwork required to transport. They need 30 days notice to get started, so I based my quote on a March 1, 2019 start date assuming the State has a decision by 1/31/2019 and gets all necessary paperwork to Mountaineer Gas by 1/31/2019. Direct Energy will fill out all the paperwork on the State's behalf, but the state is required to sign the paperwork.

Thank you for giving Direct Energy the opportunity to quote your natural gas supply. Please do not hesitate to contact me with any questions. My office number is 330-832-3860, and my cell phone is 330-607-7284.

Respectfully,

A handwritten signature in cursive script that reads "Chris Feucht".

Chris Feucht
Direct Energy

Christine.feucht@directenergy.com

330-832-3860



OFFER SHEET

The following is a proposal to supply natural gas to the facility, for the specified below.
This is a full requirements contract. Direct Energy will supply 100% of the facilities requirements.

Date: 01/02/2019
Company: State of West Virginia
Contact: Melissa Pettrey
Term: 03/01/2019 through 02/28/2020
Delivery Point: Mountaineer Gas City Gate
Price: A one year 10% swing fixed price of \$2.82/dth

OR

A one year 100% swing fixed price of \$2.92/dth

With 10% swing any over gas will be purchased at the Gas Daily Index GD-Columbia Gas Appalachian plus \$.35/dth
If under, Seller will buy the gas back at the Gas Daily Index GD-Columbia Gas Appalachian + \$0.0/dth

****PRICES ARE GOOD FOR 1/2/2019 AND WILL NEED REFRESHED AFTER THAT DATE**

SAVINGS ANALYSIS FOR THE STATE OF WEST VIRGINIA

DIRECT ENERGY CITY GATE PRICE:	\$2.82/DTH
DTH TO MCF CONVERSION AT 1.04 BTU:	\$2.933/MCF
MOUNTAINEER LINE LOSS:	\$3.087/MCF
MOUNTAINEER TRANSPORTATION:	\$2.26/MCF
BURNER TIP PRICE:	\$5.347/MCF
MOUNTAINEER TARIFF RATE:	\$7.28/MCF
SAVINGS WITH DIRECT ENERGY:	\$1.933/MCF
ESTIMATED ANNUAL SAVINGS WITH 65,000 USAGE	\$125,645
ESTIMATED ANNUAL SAVINGS WITH 130,000 USAGE	\$251,290

EXHIBIT A: WHOLESALE NATURAL GAS BID FORM

Wholesale Natural Gas Pricing Page

1900 Kanawha Blvd E

Charelston WV 25305

Item Description	Specifications Section	Unit Price, per DTH	QTY (of DTH)			Total Price per Item
NATURAL GAS	3.1.1	\$ 2.8200 x	130,000	=	A	\$366,600.00
		\$ 2.79				\$ 362,700
TOTAL BID						= \$366,600.00
						\$ 362,700

*Note: Quantities listed herein are for bid evaluation purposes; no guarantee of any actual order quantities should be implied.



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business (Collectively "Seller"), each a Delaware limited liability company, and State of West Virginia ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of 01/02/2019 .

1. Transactions: The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. Performance: The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. Billing and Payment: Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. Taxes: Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. Disputes: If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be

construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations

A. Material Usage Deviation: If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather..

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; (iv) failure of a Party to satisfy any of its representations and warranties; or (v) failure of a Party to fulfill its material obligations. The Parties will have 15 Business Days following written demand to cure any failures under (iv) or (v), provided that no cure period or demand for cure applies to a default arising under (iii) or any early termination of this Agreement. "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction 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 energy-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 defaulting Party to the non-defaulting Party will be paid within three (3)

Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal 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 non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(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. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (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 to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will promptly notify Seller of any merger or acquisition of Buyer where Buyer will not be the surviving legal entity; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. 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 Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE

AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222, Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (h) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

State of West Virginia

BUYER: _____

SELLER: Direct Energy Business, LLC
Direct Energy Business Marketing, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



**Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business**

194 Wood Avenue South, Second Floor,
Iselin, NJ 08830

Phone: 1-888-925-9115
business.directenergy.com

Proposal Id 54322344

Marketer Name Feucht, Chris Date 1/2/2019 Time 8:47:30AM

CUSTOMER INFORMATION

Customer Name State of West Virginia New Renewal

Contact Name Melissa Pettrey Billing Contact

Address 1900 Kanawha Blvd E
CHARLESTON, WV
25305 Billing Address

Telephone 304-558-0689 Fax Telephone Fax

Email

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated January 02, 2019 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	1900 Kanawha Blvd E	needac-count	Unknown
Delivery Period	Begin: 03/01/2019 End: 02/29/2020 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.		

	<p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.</p>																												
<p>Delivery Point</p>	<p>Mountaineer Gas Co./MGC 27-19 POINT</p>																												
<p>Contract Quantity (Dth)</p>	<p>Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.</p> <table border="0" data-bbox="375 1052 1187 1367"> <thead> <tr> <th style="text-align: left;">_____ Daily</th> <th style="text-align: center;">x</th> <th style="text-align: left;">_____ Monthly</th> <th></th> </tr> </thead> <tbody> <tr> <td>March</td> <td style="text-align: center;">7,000</td> <td>September</td> <td style="text-align: right;">3,000</td> </tr> <tr> <td>April</td> <td style="text-align: center;">5,000</td> <td>October</td> <td style="text-align: right;">4,500</td> </tr> <tr> <td>May</td> <td style="text-align: center;">3,500</td> <td>November</td> <td style="text-align: right;">5,500</td> </tr> <tr> <td>June</td> <td style="text-align: center;">2,500</td> <td>December</td> <td style="text-align: right;">6,500</td> </tr> <tr> <td>July</td> <td style="text-align: center;">3,000</td> <td>January</td> <td style="text-align: right;">8,000</td> </tr> <tr> <td>August</td> <td style="text-align: center;">3,000</td> <td>February</td> <td style="text-align: right;">8,500</td> </tr> </tbody> </table>	_____ Daily	x	_____ Monthly		March	7,000	September	3,000	April	5,000	October	4,500	May	3,500	November	5,500	June	2,500	December	6,500	July	3,000	January	8,000	August	3,000	February	8,500
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<p>Purchase Price</p>	<p>Fixed Price: \$2.820 /Dth</p>																												
<p>Special Provisions</p>	<p>Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.</p>																												

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$2.820 /Dth.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

Gas Settlement Adjustment with 10% Swing: For the purpose of determining the applicable Contract Quantity under this provision, Contract Quantity shall be determined by reference to the respective actual or estimated volumes specified in the "Contract Quantity" section of this Transaction Confirmation. For each month of the Delivery Period, Buyer shall first be responsible for paying the Purchase Price for the Contract Quantity, then, if applicable, to the following adjustments: If Buyer uses more than the Contract Quantity at the Delivery Point in any month, Buyer will pay the Purchase Price for all Gas supplied to the Delivery Point, up to 110% of the Contract Quantity. If Buyer uses less than the Contract Quantity at the Delivery Point in any month, Seller will credit Buyer's account an amount obtained by multiplying the Purchase Price and the deficient Contract Quantity, up to 10% of the Contract Quantity. Adjustment in each month: If Buyer exceeds 110% of the Contract Quantity at the Delivery Point, Buyer will pay the Gas Daily Index GD-Columbia Gas Appalachian plus \$0.350/Dth for all Gas supplied to the Delivery Point in excess of 110% of the Contract Quantity. If Buyer uses less than 90% of the Contract Quantity at the Delivery Point, Seller will credit Buyer's account at the Gas Daily Index GD-Columbia Gas Appalachian plus \$0.000/Dth, by the deficient Contract Quantity that is below the 90% of the Contract Quantity. The "Gas Daily Index" will equal the average of the "Midpoint" prices published under the respective headings in Platts Gas Daily for supply on each day of the applicable month. If a day does not fall on a Business Day, the Gas Daily Index will be the price published on the next Business Day, provided, however, that if the next Business Day is in the following month, the Gas Daily Index will be the price published on the preceding Business Day. If for any reason the Gas Daily Index does not reflect current market conditions, as determined by Seller, then Seller may substitute an alternative price for the calculations above.

Tax Exemption Status	<input type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.) <u>If exempt, must attach certificate.</u>
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PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO

<p>BUYER: State of West Virginia</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SELLER: Direct Energy Business Marketing, LLC</p> <p>By: _____ d/b/a Direct Energy Business</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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An Introduction to Direct Energy Business

Company Snapshot

\$10 billion in revenue



More than **250,000** business customers across North America

22 U.S. markets and **5** Canadian provinces

More than **91 TWh** of power supplied to our customers**

More than **500 Bcf** of natural gas supplied to our customers**

More than **350 MW** in load curtailment through demand response programs**

A- credit rating (S&P) from our parent company, Centrica, plc

Committed to Helping Make Your Business Better

Direct Energy Business is part of the largest retail energy supplier in North America and a champion in serving businesses' diverse energy needs. Our leadership position, deep expertise and commitment to addressing our customers' unique energy demands is how we earn the trust of our customers and help to make their businesses better.

Decades of Energy Expertise

Our team has more than 25 years of industry experience, drawing on our knowledge of all facets of the energy market. We use our broad energy understanding to help businesses and organizations of all sizes—from main street shops, to big box retailers, to major manufacturers—employ energy strategies that make sense for them.

Direct Energy Business can help your business leverage the right mix of energy supply and services to support your goals. Helping you to make your business better means delivering more than an operational line item. It means sharing our knowledge and making smart energy choices easy and clear.

More than a Supplier

Today's businesses are looking for more than just a supplier. Direct Energy Business has a distinct focus on helping to make your business better. You can rely on us for honest guidance related to your power, gas and other energy needs and have confidence in the energy decisions you make. That is why over 80 percent of the Fortune 100® companies chose us to support their energy goals.*

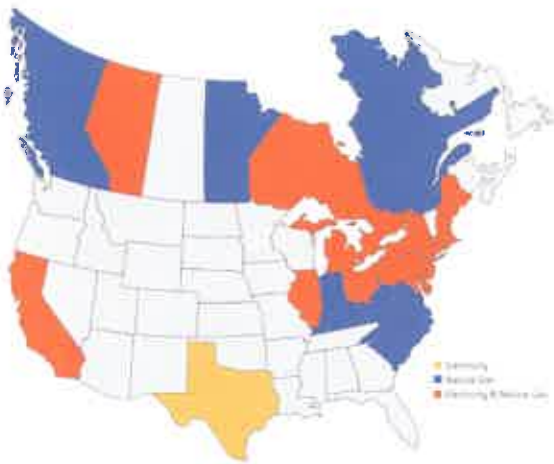
Earning Trust Everyday

Trust is earned every day and in every way. We make it our mission to earn the trust of our 250,000 customers by sharing our energy expertise, delivering innovative energy solutions, treating their accounts with care, and ultimately striving to make their businesses better. Our customers are our greatest asset, so we make it our priority to quickly respond to your needs and keep you informed of items that could impact your business.



Our Expansive Footprint

Customers across North America have chosen Direct Energy Business as the supplier they trust with their electricity and natural gas supply and other energy-related needs.



All in the Family

Direct Energy Business is part of Direct Energy, the largest supplier of energy and related services in North America, with more than six million customer relationships. In addition to serving business customers, Direct Energy also provides electricity and natural gas supply, HVAC installation, plumbing services, and more to residential customers.

Staying Power

Direct Energy is wholly-owned by Centrica plc, one of the world's leading integrated energy companies, with more than 34,000 employees worldwide. Centrica is a Top 30 FTSE 100 company and a global Fortune 500® company, with an A- credit rating from S&P and a Moody's Senior Unsecured A3 rating.** That means you can count on us for the long-term, even in uncertain economic times.

Contact us Today to Learn More

If you are considering your energy options and are looking for a reliable and experienced supplier, contact us today at 888.925.9115 or visit business.directenergy.com to learn more.

* As of November 2013, we were serving more than 80 percent of the Fortune 100 companies.

** Numbers represent total electricity and natural gas supplied in 2013. Power numbers and ranking are based on the 2014 DNV-GI Retailer Landscape, (published September 2014).

*** The FTSE 100 Index is a share index of the 100 companies listed on the London Stock Exchange with the highest market capitalization. It is one of the most widely used stock indices and is seen as a gauge of business prosperity for businesses regulated by UK company law. The index is maintained by the FTSE Group, a subsidiary of the London Stock Exchange Group, and is calculated in real time and published every 15 seconds. The global Fortune 500 was published in July 2013. The Moody's credit rating was published on February 5, 2013.