



MASTER RETAIL ELECTRICITY SALES AGREEMENT

This **MASTER RETAIL ELECTRICITY SALES AGREEMENT** together with the Sales Confirmation(s) and the Transaction Confirmation(s) or Term Sheet(s), as applicable (collectively, the "Agreement") is entered into and made by and between **EDF Energy Services, LLC** ("Seller") and **Town of Colchester, Connecticut** ("Buyer"). This Agreement shall be effective as of **May 20, 2021** (the "Effective Date"). Seller and Buyer may be individually referred to as "Party" or collectively as "Parties". Pending the execution of a Sales Confirmation, Seller shall have the right, but not the obligation, to provide retail electricity services to Buyer under this Agreement. The Parties hereby agree as follows:

1. Purchase and Sale: Seller shall sell and Buyer shall purchase and receive electricity to meet Buyer's full electricity requirements for Buyer's identified Electric Service Account(s) ("ESA(s)") specified in the Sales Confirmation. The terms and conditions of the purchase and sale are set forth in this Agreement and in the Sales Confirmation. The electricity will be delivered to Buyer's Transmission and Distribution Service Provider ("DSP") corresponding to the Buyer's ESA (the "Delivery Point") and title to and risk of loss related to electricity shall transfer from Seller to Buyer at the Delivery Point. Buyer acknowledges and understands that the delivery of electricity to Buyer's ESA will be accomplished exclusively by the DSP from the Delivery Point to the ESA.

2. Metering: All measurement of electricity delivered hereunder shall be and can only be provided by the DSP for each Delivery Point. "Metered Usage" shall be defined as the metered usage as provided by the DSP. "Total Usage" shall be defined as the metered usage plus the applicable transmission and distribution losses plus unaccounted for energy ("UFE") as published by the entity entrusted with transporting energy in the form of electrical power on a state or regional level using fixed infrastructure (e.g. ERCOT, PJM) (the "Transmission Operator") and DSP. Seller may use estimated Metered Usage if measurements of usage are not received timely from the DSP, in which case Seller will indicate that an estimate was used and will make appropriate adjustments upon receipt of definitive data verifying Metered Usage.

3. Switching: Seller shall use commercially reasonable efforts to effectuate a timely switch of Buyer's ESA to Seller. Seller cannot guarantee a switch of Buyer's ESA to Seller will occur by a specific date, and Seller shall not be liable for delays in this process caused by the DSP. The "Service Start Date" shall be the date upon which a particular ESA is switched to Seller. The Service Start Date is typically the scheduled read date that occurs during the month and year identified as the Start Date specified in the Sales Confirmation. The "Service End Date" is typically the scheduled read date that occurs during the month and year identified as the End Date specified in the Sales Confirmation. Each ESA may have a separate Service Start Date and Service End Date.

4. Billing & Payment: Buyer will be invoiced the total amount due for electricity delivered to Buyer during each month in one of the following ways based on availability and eligibility of Buyer(s) Account(s), which may change from time to time: (a) Dual Billing: Buyer will receive two invoices, one from Seller for Electricity Charges and one from the DSP for the amounts payable by Buyer for services provided by the DSP; or (b) DSP/Utility Consolidated: Buyer will receive one invoice from the DSP for both Electricity Charges and DSP Charges; or (c) EDF Consolidated: Buyer will receive one invoice from the Seller for both Electricity Charges and DSP Charges. All invoice types shall include all applicable DSP Charges on an invoice (as defined in the Sales Confirmation) and Taxes (as defined in Paragraph 26), and other charges allowed pursuant to this Agreement. Buyer and/or Buyer's representatives or agents will be given access to Seller's online invoicing system to retrieve invoices. Invoice notification and invoicing system access will be delivered to Buyer via email. Payment via ACH or wire transfer shall be due to Seller as set forth on the Sales Confirmation. All past due invoices will incur a late payment charge of one percent (1%) of the invoice amount and the outstanding balance will accrue interest at the lesser of one percent (1%) per month or the maximum amount allowable by law (the "Interest Rate"). Buyer shall be responsible for any and all collection costs incurred by Seller. If applicable, Buyer will continue to receive a separate invoice from the DSP for distribution and metering charges related to Buyer's receipt of electricity.

5. Disputed Amounts: If there is a good faith dispute regarding any invoice, Buyer will pay the undisputed amount of any invoice by the applicable due date, and the Parties will attempt to expeditiously resolve the dispute. Notice of any dispute must be provided not more than six (6) months from the date that such invoice is delivered to Buyer. In no event shall the disputed portion include a dispute for DSP Charges, Metered Usage or Taxes. In the event of disputed DSP Charges and/or Metered Usage, Seller will work with the applicable DSP on Buyer's behalf to resolve the dispute and will reimburse to Buyer any disputed amount that is subsequently corrected, cancelled and rebilled by the DSP. Notwithstanding the foregoing, Seller shall have no obligation to take formal action or apply any of Seller's financial resources toward Seller's efforts to resolve the dispute on Buyer's behalf. Any dispute resolution performed in connection with the foregoing shall be resolved in accordance with the provisions of Paragraph 29.

6. Blend and Extend - Rate Adjustment and Term Extension: At any time during the Term, Buyer may request that the Term be extended and the Contract Price (as defined in the Sales Confirmation) then in effect be changed. Upon request, Seller will submit an offer to Buyer reflecting a revised Contract Price and new Term.

7. Adding and Deleting Accounts: Buyer is permitted to add or delete ESA provided that there is no Event of Default by Buyer, and any such ESA to be added is located within the DSP area currently served by Seller. For specific details, please refer to the current Sales Confirmation(s)

8. Performance Assurance: If either Party determines in its reasonable discretion that the other Party's creditworthiness or ability to perform under this Agreement has become unsatisfactory due to a material adverse change in the financial conditions of the other Party then that Party (hereafter and for the purposes of Paragraph 8 of this Agreement (the "Requesting Party")) may require Performance Assurance. The Requesting Party shall provide the other Party (hereafter and for the purposes of Paragraph 8 of this Agreement (the "Receiving Party")) with written notice requesting such Performance Assurance in an amount determined by the Requesting Party in a commercially reasonable manner. Upon receipt of such notice the Receiving Party shall have three (3) days to provide such Performance Assurance to the Requesting Party. In the event that the Receiving Party fails to provide such Performance Assurance within three (3) days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the Requesting Party shall be entitled to exercise any remedies set forth in this Agreement. Performance Assurance

shall mean cash, letter(s) of credit, corporate guarantees, or other security each in form and amount reasonably acceptable to the Requesting Party.

9. Financials: Upon request, if not available on EDGAR or the Buyer home page on the World Wide Web, the Buyer shall provide: (i) a copy of the most recently available annual report containing audited consolidated financial statements and/or (ii) a copy of the most recently available quarterly unaudited consolidated financial statements.

10. Term: This Agreement shall commence on the Effective Date and shall continue in effect until (i) terminated earlier as provided in this Agreement or (ii) terminated by either Party upon 30 days prior written notice to the other (the "Term").

11. Assignment and Binding Effect: Neither Party may assign this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld.

12. Regulatory Events: If there is a change in law, administrative regulation, rule, design or structure, order, judicial decision, statute, or a change in an interpretation, operation, administration or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Seller to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes and redefinition of charges) relating to the provision of services contemplated herein above, or in addition to those existing prior to the date of the Regulatory Event, then Seller shall be permitted to pass through the economic effects of any such Regulatory Event to Buyer and Buyer shall pay or reimburse Seller for the dollar amounts attributable to such economic effects resulting from the Regulatory Event. Neither Party shall be obligated to perform under this Agreement if a Regulatory Event renders that Party's performance of its respective obligations illegal or impossible to perform, including, but not limited to the termination of retail sale of electricity.

13. Confidentiality: Neither Party shall disclose the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with applicable law. Each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this paragraph.

14. Event of Default: An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; (c) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within five (5) business days after written notice thereof; (d) the failure of a Party to provide Performance Assurance in accordance with Paragraph 8; (e) the failure of Buyer to utilize Seller as its sole supplier of electricity for its Accounts (specified in the Sales Confirmation) at any time during the Term (including but not limited to a switch of Buyer's electric service to another provider); or (f) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent.

15. Remedies: (a) If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right (i) to designate a day from the notice date of termination, which may be retroactive in time to the date Buyer's ESA(s) were unenrolled from Seller's supply service, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate all of the transactions and sales of electricity existing under this Agreement between the Parties (including any fixed price, or other fixed price components underlying the establishment of the Contract Price) (the "Terminated Transactions"), (ii) to withhold any payments due to the Defaulting Party under this Agreement, and (iii) to suspend performance including, but not limited to, the suspension of any further deliveries of electricity. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a "Settlement Amount" for the Terminated Transactions as of the Early Termination Date (or, if in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated on the Early Termination Date, as soon thereafter as is reasonably practicable).

(b) For purposes of subparagraph (a) above, the "Settlement Amount" shall mean the present value of economic loss, plus any costs (including reasonable attorney's fees) incurred by either Buyer or Seller as the Non-Defaulting Party as a result of the early termination. For purposes hereof, the "present value" of any amount will be calculated using the six-month London Interbank Offered Rate as posted in the "Money Rates" column of The Wall Street Journal as of the date of such determination.

(c) If Buyer is the Defaulting Party, Seller's economic loss shall be calculated as follows: (i) the estimated undelivered volume of electricity which Buyer would have consumed from the Early Termination Date through the end of the applicable Term multiplied by the positive difference, if any, between the Contract Price or the Retail Adder as set forth in the applicable Sales Confirmation and then current market price, plus (ii) in case of a variable product, the positive difference, if any, between the Contract Price and market price, multiplied by the remaining Contract Quantity for the Term.

(d) If Seller is the Defaulting Party, Buyer's economic loss shall be calculated as follows: (i) the estimated undelivered volume of electricity which Buyer would have consumed from the Early Termination Date through the end of the applicable Term multiplied by the negative difference between the Contract Price or the Retail Adder as set forth in the applicable Sales Confirmation and the price Buyer would have to pay to obtain the same service from a third party for the commercially reasonable price, plus (ii) in case of a variable product, the negative difference, if any, between the Contract Price and market price, multiplied by the remaining Contract Quantity for the Term.

(e) The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (i) at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Paragraph 8, plus any or all other amounts due to the Defaulting Party under this Agreement, against (ii) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment") payable by the Defaulting Party to the Non-Defaulting Party.

(f) As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Defaulting Party within five (5) business days after such notice is effective.

(g) Notwithstanding any other provision of this Agreement, if (i) an Event of Default, or (ii) a Potential Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (1) to suspend performance under this Agreement; provided, however in no event shall any such suspension continue longer than ten (10) business days unless an Early Termination Date shall have been declared and notice thereof has been given pursuant to this Paragraph 15, and (2) to the extent that an Event of Default shall have occurred and be continuing, to exercise any remedy available at law or in equity. For purposes of the foregoing, a "Potential Event of Default" shall mean an event which, with notice or passage of time or both, would constitute or result in an Event of Default.

16. Entirety of Agreement: It is the intention of the Parties that this Agreement constitutes the entire agreement between the Parties, contains all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and supersedes all prior agreements, written or oral, or representations of any brokers or sales representatives. Any amendment, change or modification of this Agreement must be in writing and signed by both Parties.

17. Force Majeure: (a) Except for obligations for the payment of money, and in accordance with subparagraph (b) below, if either Party is rendered unable, wholly or in part, to perform its physical obligations under this Agreement (including but not limited to the delivery or receipt of electricity hereunder) due to Force Majeure, the physical obligations of each Party will be suspended for the duration of any inability to perform. A Party claiming Force Majeure (the "Claiming Party") will notify the other Party by written confirmation within three (3) business days following such occurrence, describing the nature, and estimated duration of such inability to perform. The cause of such inability to perform will be remedied with all reasonable dispatch. "Force Majeure" means any event or occurrence (including, but not limited to "Acts of God") that is beyond the control of a Party and that: (i) is not the result of the negligence of the Claiming Party; and (ii) which, by the exercise of due diligence, the Claiming Party is unable to avoid or cause to be avoided. A claim of Force Majeure may not be based on: (i) Buyer's inability to economically use electricity purchased under this Agreement; (ii) Buyer's election to close, sell, abandon or materially curtail or discontinue operation of Buyer's facilities due to any economic circumstance; (iii) a Party's inability to acquire electricity at a particular price; or (iv) a Party's ability to sell electricity at a price above the Contract Price.

(b) Where Buyer is the Claiming Party, Buyer will provide notice to Seller of any event of Force Majeure immediately upon Buyer becoming aware of the applicable event of Force Majeure. Such notice shall be initially provided to Seller by telephone to the following number: 281-653-1651; provided that for any such claim of Force Majeure to be effective, Buyer shall also provide written notice of the event of Force Majeure in accordance with subparagraph (a) above.

18. Forward Contract: The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

19. Governing Law/Counterparts: This Agreement will be interpreted in accordance with the substantive and procedural laws of the State in which this Agreement is performed without giving effect to laws and rules governing conflicts of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and be deemed binding through the use of facsimile or electronic signatures.

20. Indemnification: Each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury (including without limitation, death), tangible property damage or any other damages arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity provided pursuant to this Agreement, whether or not control and title to the electricity is vested in Buyer or Seller.

21. Limitation of Remedies, Liability, Damages & Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN PARAGRAPH 28, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

22. Modification of Agreement: Any alteration, deletion or addition to the Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

23. No Third Party Beneficiaries; Relationship of the Parties: There are no third party beneficiaries to this Agreement. Seller and Buyer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Seller and the Buyer.

24. Severability: If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of the Agreement.

25. Survival: All confidentiality, indemnity, liability limitation and disclaimer provisions will survive the termination of this Agreement. All obligations provided in this Agreement will remain in effect for the purpose of complying herewith.

26. Taxes: Buyer will reimburse Seller for all Taxes identified hereunder, whether imposed on Buyer or Seller. Seller may collect such Taxes from Buyer by increasing invoice charges for the amount of such Taxes. Buyer will notify Seller of any exemptions from Taxes to which Buyer claims entitlement and will provide Seller with all exemption certificates and other information that may be required by taxing authorities or requested by Seller to support and confirm entitlement to such exemptions, and until such certificates and other information are provided, Seller will not recognize any exemption. "Taxes" shall mean those jurisdictional taxes identified in the Sales Confirmation.

27. UCC: Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") (as adopted in the State in which this Agreement shall be performed) and shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.

28. Representations and Warranties: Each Party represents to the other that as of the Effective Date of this Agreement: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) it has not filed, does not plan to file, or had any bankruptcy proceeding filed against it; (c) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (d) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. Seller represents and warrants that it will comply with local, state and federal laws applicable to retail electric providers in the applicable RTO market. Buyer represents to Seller during the Term that: (a) the information provided concerning its Account(s) is true and correct to its general knowledge; (b) any transactions entered into by Buyer related to this Agreement are understood by Buyer and made at Buyer's sole election in the exercise of independent judgment and Buyer assumes any risk associated with them; and (c) it is purchasing these services for its commercial or industrial business, strictly for its own use, and is not classified by the DSP as a residential customer.

29. Dispute Resolution: In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through direct negotiations between the Parties. The Parties agree to attempt to resolve all Disputes arising hereunder promptly, equitably and in a good faith manner. The Parties further agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to such Dispute, upon reasonable advance notice.

If such negotiations do not result in a resolution of the Dispute within ten (10) business days after written notice by a Party to the other Party describing the Dispute and requesting direct negotiations, then the Dispute may be submitted by either Party to binding arbitration as provided below, by giving written notice thereof to the other Party; provided, however, that in no event shall a Party have the right to submit the Dispute to arbitration if the institution of legal or equitable proceedings based on such Dispute would be barred by any applicable statute of limitations.

Any Party electing to arbitrate a Dispute shall designate its nomination for an arbitrator in its notice to the other Party electing to submit the Dispute to arbitration. The Party receiving such notice shall, within ten (10) business days thereafter, by return written notice, state whether it will accept such nomination, or decline to accept it and designate its nomination for an arbitrator. One arbitrator shall control the proceedings if such nomination of an arbitrator is accepted or if the receiving Party fails to nominate an arbitrator within the required ten (10) business day period. If the receiving Party timely nominates an arbitrator, the arbitral tribunal shall consist of three (3) arbitrators, with the two (2) selected arbitrators choosing a third arbitrator, which third arbitrator must be a person with the requisite knowledge and experience to make a fair and informed determination with respect to the matter in dispute, which person shall not be an affiliate of either Party, nor an employee, director, officer, shareholder, owner, partner, agent or a contractor of either Party or of any affiliate of either Party, either presently or at any time during the previous two (2) years. In the event the arbitrators fail to appoint the third arbitrator within thirty (30) days after they have accepted their appointment, the third arbitrator (meeting the qualifications specified in the preceding sentence) shall be appointed by the American Arbitration Association. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except as such rules conflict with the provisions of this paragraph in which event the provisions of this paragraph shall prevail.

Notwithstanding anything to the contrary contained in this Agreement or otherwise, the arbitrator(s) shall be confined to rendering a decision in the arbitration that is confined to the selection of one of the positions offered by the Parties and shall not have the independent capability of fashioning or imposing a remedy other than the selection of one of the remedies offered by the Parties.

30. Notices: Notices required or permitted to be given under this Agreement will be in writing. The addresses of the Parties are as follows:

Seller Notices:

(Contract Issues)

Attn: Customer Care
Address: 601 Travis Street, Suite 1700
Houston, TX 77002
Phone: 281-781-0333
Fax: 281-653-1454
Email: customercare@edfenergyna.com; and
edfes_contractadmin@edfenergyservices.com
FEIN: 20-5936915

(Billing/Payments)

Email: RemitAdvice@edftrading.com

Buyer Notices:
(Contract Issues)

Attn: James Paggioli
Address: 127 Norwich Avenue
Address 2: Colchester, CT 06415
United States
Phone: (860) 537-7288
Fax: _____
Email: jpaggioli@colchesterct.gov
Federal Tax ID No.: _____

(Invoicing)

Attn: James Paggioli
Phone: (860) 537-7288
Email: jpaggioli@colchesterct.gov

This Agreement and each amendment may be executed and delivered in counterparts (including electronic transmission and/or electronic signature), each of which will be deemed an original.

Signatures on following page.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date written above.

“BUYER”

Town of Colchester, Connecticut

By: _____

Name: _____

Title: _____

“SELLER”

EDF Energy Services, LLC

By: _____

Name: _____

Title: _____