

OPTIONAL CLASS 5 CUSTOMER RELEASE OPT-OUT FORM (“OPT-OUT FORM”)¹

On May 26, 2021, the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”) entered the *Order: (I) Conditionally Approving the Adequacy of the Disclosure Statement; (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the Plan; (III) Approving the Form of Various Ballots and Notices in Connection Therewith; and (IV) Approving the Scheduling of Certain Dates in Connection with Confirmation of the Plan* [Docket No. 308], authorizing Griddy Energy LLC (the “Debtor”) to begin solicitation of the *Modified Third Amended Plan of Liquidation for Griddy Energy LLC Under Chapter 11 of the Bankruptcy Code* [Docket No. 311] (as amended, modified or supplemented from time to time, the “Plan”).²

You previously received a Class 5 (Customer Claim) ballot to vote to accept or reject the Plan. As part of the ballot, you had the option to choose whether to opt out of the Customer Releases described in the ballot and in Section 12.10 of the Plan. If you did not choose to opt out of the Customer Releases in your Class 5 Customer Claim ballot, pursuant to the Plan, you have until September 5, 2021, which is 45 days after the Effective Date of the Plan, to do so. If you opt out of providing the Customer Releases, you will be treated as a Non-Participating Customer in accordance with the Plan.³ If you elect to opt out of the Customer Releases, please consult the Plan and related disclosure statement to understand your treatment as a Non-Participating Customer. **IF YOU CHOOSE TO OPT OUT OF THE CUSTOMER RELEASES, ANY AMOUNT YOU OWE GRIDDY ENERGY FOR UNPAID BILLS WILL NOT BE FORGIVEN AND (1) YOU MAY BE SUBJECT TO COLLECTION ACTIONS AND (2) UNPAID BALANCES MAY BE REPORTED TO CREDIT BUREAUS.**

If you choose to elect to opt out of the Customer Releases, check the box below and clearly sign and return this Opt-Out Form by (a) first class mail, overnight courier, or hand delivery to Griddy Energy LLC, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602 or (b) electronic mail to the proposed Plan Administrator by emailing rfnelms_griddy.planad@yahoo.com.

THIS OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY STRETTO OR THE PLAN ADMINISTRATOR BY 11:59 PM PREVAILING CENTRAL TIME ON THE DAY THAT IS 45 DAYS AFTER THE EFFECTIVE DATE (THE “OPT-OUT DEADLINE”). IF THE OPT-OUT FORM IS RECEIVED AFTER THE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED.

IF YOU DO NOT OPT OUT OF THE CUSTOMER RELEASES, YOU ARE DEEMED TO PROVIDE THE CUSTOMER RELEASE CONTAINED IN ARTICLE 12.10 OF THE PLAN.

<input type="checkbox"/>	By checking this box, you elect to <u>opt out</u> of the Customer Releases.
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¹ If you are not a holder of a Class 5 Customer Claim, this Opt-Out Form does not apply to you. For the avoidance of doubt, nothing contained in this Opt-Out Form creates or will be deemed to create or expand any right or interest that you do not otherwise have pursuant to the Plan.

² Capitalized terms used herein but not defined have the meanings given to such terms in the Plan.

³ If you choose to opt out of the Customer Releases on or prior to September 5, 2021, any prior vote on the Plan will not be changed.

The Plan provides the following:

12.10 Agreement by Holders of Participating Customers; Release of Certain Customer Collections. *Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date, (i) each Participating Customer will be deemed to have consented to the Plan and the restructuring embodied herein for all purposes and deemed to accept the Customer Releases as they pertain to such Participating Customer and the Released Parties and (ii) each Released Party will be deemed to accept the Customer Releases as they pertain to such Released Party and the Participating Customers; provided that, notwithstanding the foregoing, if the Bankruptcy Court does not approve the Customer Releases pursuant to Bankruptcy Rule 9019 through this Plan or otherwise, then each Participating Customer will not have an Allowed Class 5 Claim, the Customer Releases shall not become effective and, solely if such Participating Customer timely and properly filed an unsecured nonpriority proof of claim against the Debtor by the applicable Bar Date in accordance with the applicable Bar Date Order, such Customer Claim shall be classified as an Other General Unsecured Claim and treated for all purposes under this Plan as an Other General Unsecured Claim. For the avoidance of doubt, if the Customer Releases become effective, each Participating Customer releases and waives all Claims against each of the Released Parties, including, any claim sounding in law or equity or asserting a tort, breach of any duty or contract, violations of the common law, any federal or state statute, any federal or state securities laws, fraud or otherwise, demands, debts, rights, causes of action (including without limitation, the Causes of Action) or liabilities (other than the right to enforce the obligations of any party under the Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with the Plan), including but not limited any Claims for any such loss such Participating Customer may suffer, have suffered or be alleged to suffer as a result of the Debtor selling electricity to such Participating Customer prior to the Petition Date, the Debtor commencing the Chapter 11 Case or as a result of the Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the pre-Effective Date Debtor, the Liquidating Debtor, the Plan Administrator, the Chapter 11 Case, the Plan or the Disclosure Statement; provided, that, notwithstanding the foregoing, each eligible Participating Customer may assert a Participating Customer Potential Return Claim in a timely and properly filed proof of claim form in accordance with the Former Customers Bar Date Order and, solely to the extent each Participating Customer has an Allowed Participating Customer Potential Return Claim, receive its Pro Rata share of (i) the Texas Storm Causes of Action Net Recovery Proceeds, if any, and (ii) any Available Prepetition Lender Contribution, which shall be shared with holders of Allowed Other General Unsecured Claims on a Pro Rata basis and be distributed (Pro Rata) to holders of (a) Allowed Other General Unsecured Claims and (b) Allowed Participating Customer Potential Return Claims.*

The Plan provides that:

1.101 Released Parties means, collectively, and each solely in its capacity as such: (a) the Debtor, (b) the Committee and its members, (c) the Prepetition Secured Lenders and the Collateral Agent, and (d) each of such parties' respective predecessors, successors, assigns, subsidiaries, affiliates, the Non-Debtor Affiliates, owners, and each of their respective current (as of the Petition Date) officers, directors, employees, managers, members, principals, shareholders, agents, advisors and professionals (including any attorneys, consultants, financial advisors, investment bankers and

other professionals retained by such Persons) or other representatives, each in their capacities as such, together with their successors and assigns; provided, however, that such attorneys and professional advisors shall only include those that provided services related to the Chapter 11 Case and the transactions contemplated by the Plan; provided, further, that no Person shall be a Released Party if it elects to opt out of the releases provided for in Article XII of the Plan in its Ballot.

1.76 Participating Customer means any holder of a Customer Claim that does not opt-out of the Customer Releases, including those holders of Customer Claims that abstain from voting and do not opt-out of the Customer Releases.

By signing this Opt-Out Form, you certify that (i) you held a Class 5 Customer Claim as of July 7, 2021 (the “Distribution Record Date”) and are authorized to sign this Opt-Out Form as the holder of such claim or (ii) you are an authorized signatory for a Person that held a Class 5 Customer Claim against the Debtor as of the Distribution Record Date.

Name of claim holder:

Signature:

Name of signatory (if other than claim holder):

Title:

Address:

Email Address:

Telephone Number:

Date:

IF YOU WISH TO OPT OUT OF THE CUSTOMER RELEASES, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN PROMPTLY BY (A) FIRST CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO GRIDDY ENERGY LLC, C/O STRETTO, 410 EXCHANGE, SUITE 100, IRVINE, CA 92602 OR (B) ELECTRONIC MAIL TO THE PROPOSED PLAN ADMINISTRATOR BY EMAILING RFNELMS_GRIDDY.PLANAD@YAHOO.COM.