

**Fill in this information to identify the case:**

Debtor 1 Hometown Buffet, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 21-30724-11

E-Filed on 08/12/2021  
Claim # 282

## Official Form 410

# Proof of Claim

04/19

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1:** Identify the Claim

<b>1. Who is the current creditor?</b>	<u>Constellation NewEnergy, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Constellation NewEnergy, Inc.</u> Name <u>1310 Point Street</u> Number Street <u>Baltimore MD 21231</u> City State ZIP Code Contact phone <u>(667) 313-0128</u> Contact email <u>gail.rosen@constellation.com</u>	_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 5 3 7

7. How much is the claim? \$ 4,735.95. Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
See attached

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

**Amount entitled to priority**  
\$ 0.00

Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ 0.00

Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 0.00

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ 0.00

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ 0.00

Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

\$ 85.98

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/12/2021  
MM / DD / YYYY

Gail Rosen

Signature

**Print the name of the person who is completing and signing this claim:**

Name Gail Rosen  
First name Middle name Last name

Title Authorized Representative

Company Constellation NewEnergy, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City State ZIP Code

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

Attachment 1 - Hometown Buffet - POC Docs.pdf

Description -


**Customer Enrollment Information**

Contract Prepared On Date:

05 / 05 / 17

**Customer Information**

Legal Business Name:

Hometown Buffet, Inc.

Mailing Address:

Street

120 CHULA VISTA DRIVE

Unit/Apt

City

SAN ANTONIO

State

TN

Zip Code

78232

Phone Number:

Area Code

210

- 403

3725

Ext.

Fax Number:

Contact Name:

First

LISA

Last

MITTELBERG

Contact Title:

PROJECT COORDINATOR

Contact Email Address:

LMITTELBERG@FOODMPS.COM

Billing Email Address:

Tax ID:

41

1462294

 Tax Exempt (If selected, please include your state Tax Exempt form)

**Price Plan Chosen by Customer**
 Fixed Full Requirements

 Variable Plus Fixed Adder

**\*Agera Pure Wind Adder (optional)**
 50% Wind

 100% Wind

\*If selected, Agera Pure Wind Agreement must be submitted along with contract packet.

**Notification Preferences**

How to Receive Notification:

 Email

 Mail

 Fax

Billing Type:

 Consolidated

 \*Dual

**\*Dual Billing Only**

How to Receive Bill:

 Email

 Mail

 Fax

How to Pay Bill:

 Electronic Funds Transfer

 Credit Card

 Wire

 Initials PD



**Customer Enrollment Information Cont.**

**Account Information**

Account Number:  Utility:

Service Address:

Street:  Unit/Apt:

City:  State:  Zip Code:

Fixed Price: \$   Fixed Adder: \$   Unit:  Term:  Mo. Start Date (MM/YY):  /

Account Number:  Utility:

Service Address:

Street:  Unit/Apt:

City:  State:  Zip Code:

Fixed Price: \$   Fixed Adder: \$   Unit:  Term:  Mo. Start Date (MM/YY):  /

Additional Accounts Attached

Total Estimated Historical Annual Usage

Customer and Agera have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. This agreement shall only be effective if agreed to and executed by both parties.

Customer Authorization: Hometown Buffet, Inc.  
 Signature: *Peter Donbarand*  
 Print Name: Peter Donbarand

Title: vice president  
 Date: 5 / 9 / 2017

Agera Authorization:  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
 Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Customer Enrollment Information Cont.**
**Additional Account Information**

Account Number	Utility	Service Address	City	State	ZIP	Start Date	Fixed Price (kWh)
<del>XXXXXXXXXX</del> 3333621036	<del>XXXXXX</del> PGE	1431 S Bradley Rd	Santa Maria	California	93454	05/2017	\$ 0.0779
<del>XXXXXXXXXX</del> 6544594919	<del>XXXXXX</del> PGE	4221 S H St	Bakersfield	California	93304	05/2017	\$ 0.0779
<del>XXXXXXXXXX</del> 1099486658	<del>XXXXXX</del> PGE	5478 Newpark Mall	Newark	California	94560	05/2017	\$ 0.0779
9045442340							

Customer and Agera have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. This agreement shall only be effective if agreed to and executed by both parties.

 Customer Authorization: Hometown Buffet, Inc.

 Signature: *Peter Donbravamp*

 Title: vice president

 Print Name: Peter Donbravamp

 Date: 5 / 9 / 2017

Agera Authorization:

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

 Date:  / /

## Terms and Conditions

### California Large Commercial Electricity

#### 1. Agreement to Sell and Purchase Energy.

This is an agreement which Customer shall initiate electricity service and begin enrollment

of this Agreement, Agera agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Agera, necessary to meet Customer's requirements based upon consumption data obtained by Agera or the delivery schedule of the Local Distribution Utility (the "LDC"). Agera is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agera or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by Agera.

#### 2. Term.

The Term is set forth on the Customer Enrollment Information Page. This Agreement shall commence as of the date Customer's provider to Agera is deemed effective by the LDC and shall continue thereafter for the number of month(s) set forth on the Customer Enrollment

completion of the Initial Term, Agreement will **AUTOMATICALLY** renew on a month-to-month basis with a monthly variable rate methodology as set forth in Section 19 herein. Agera reserves the right to reject an Agreement or update the quoted price if enrollment does not occur in the expected time-frame provided by the utility.

#### 3. Pricing, Billing, and Termination.

Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be as set forth in the Customer Enrollment Information Page. The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges.

If there is a material adverse change in the business or financial condition of Customer (as determined by Agera at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Agera may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Agera terminates this Agreement due to Customer's breach, Customer shall pay Agera, in addition to any other applicable charges, an early termination fee. Agera shall calculate the fee for any early termination to include the total losses and costs associated with such early termination, any loss of margin, loss or costs incurred as a result of its obtaining, terminating, establishing or reestablishing any contract, hedge or other agreement in connection with such transactions or the replacement of such transactions. However, it is agreed by both Agera and Customer that Customer shall not be obligated to pay such early termination fee in the event Customer closes or sells the business at the Service Location by providing Agera at least thirty (30) days' written notice. You will either receive energy-related invoices issued by LDC

(**"Dual Billing"**) as specified above. If billed by the LDC, terms are defined by the LDC's tariff. For all **"Dual Billing"** options, customer will receive a bill for delivery costs from the LDC and a bill from Agera for energy-related costs. Failure by a commercial customer to make full payment of Agera charges due on any consolidated bill prepared by

the LDC for Agera will be grounds for disconnection of utility services in accordance with State rules and regulations on the termination of service to non-residential customers. For **"Dual Bill"** options, Agera will invoice Customer monthly for electricity supplied under this Agreement, as measured by the LDC, Customer will pay each invoice in full within 10 days of the invoice date or be subject to a late payment charge of 1.5% per month. In the event of failure to pay for timely invoiced services rendered, Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys' fees (if suit is filed) and reasonable collection agency fees. A \$35 fee will be charged for all returned payments. Customer shall make all payments due to the appropriate deposit account, subject to change upon notice to Customer.

#### 4. Assignment.

Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Agera. Agera may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the CPUC.

#### 5. Information Release Authorization.

Customer authorizes Agera to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Agera to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Agera. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Agera or by calling Agera at 1.844.692.4372. Agera reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Customer has the responsibility of informing Agera if it tax exempt.

#### 6. Consumer Protections.

The services provided by Agera to Customer are governed by the terms and conditions of this Agreement. Agera will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Agera, a Commercial Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the CPUC. Customer may obtain additional information by contacting Agera at 1-844-692-4372, Monday through Friday 8:30 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Agera at: Agera, 555 Pleasantville Road, Suite S-107, Briarcliff Manor, N. Y. 10510, or email Agera at [customer@ageraenergy.com](mailto:customer@ageraenergy.com).



**7. Final Bill.** Customer is liable for all Agera charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within sixty (60) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

**8. Agera Energy:** Customer hereby designates Agera as agent to: (a) arrange and administer contracts and service agreements between Customer and Agera and those entities including the California

transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Agera as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the CAISO Agera load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**9. Title.** Customer and Agera agree that title to, control of, and risk of loss to the electricity supplied by Agera under this Agreement will transfer from Agera to Customer at the Delivery Point(s).

**10. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Agera. Agera makes no representations or warranties other than those expressly set forth in this Agreement. Agera expressly disclaims all other warranties, express or implied.

**11. Force Majeure.** Agera will make commercially reasonable efforts to provide electricity hereunder but Agera does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Agera ("Force Majeure Events") may result in interruptions in service. Agera will not be liable for any such interruptions caused by a Force Majeure Event, and Agera is not and shall not be liable for damages caused by Force Majeure Events.

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

**13. Dispute Resolution.** In the event of a billing dispute or disagreement involving Agera's service, Customer should contact Agera's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity.

**14. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of California. This Agreement shall be construed under and shall be governed by the laws of the State of California without regard to the application of its conflicts of law principles.

**15. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Agera's net income, shall be paid by Customer, and Customer agrees to indemnify Agera and hold Agera harmless from and against any and all such taxes.

**16. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory

provision of this Agreement including, but not limited to price, Agera shall have the right to modify this Agreement to reflect such Regulatory Change upon providing the required notice to Customer.

**17. Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC.

**18. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**19. Electric Variable Rate (Flex)** shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agera's costs, expenses and margins, RPS charges. There is no limit to the amount the rate will increase or decrease.

**20. Electric Fixed Rate.** shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments, RPS charge and Agera's costs, expenses and margins. Rate is indicated on Customer Preference Page. Agera reserves the right to pass through to Customer on the invoice either as a separate line item or reflected as part of the price of the commodity, as required by law, rule, regulation, or LDC charge.

**21. Usage.** You authorize Agera to access your historical usage records from your utility. You agree to notify Agera in writing whenever you have reason to believe your demand will depart materially from such historical usage for example, because of addition or reduction of equipment usage thereof, providing good faith estimates of such departures. In the event that your usage indicates that you belong to another rate class Agera will notify you, your current Contract will be void, and Agera may ask you to sign a contract indicating your correct rate class. This may result in a change in price.

**Customer Enrollment Information**

Owning Company	Agera
Commodity	Electricity
Legal Business Name	Hometown Buffet, Inc
Number of Accounts	5
New/Renewal	New
Tax Classification	Commercial
Tax ID	41-1462294
Est. HU	2,000,000 kwh
Desired Start Month/Yr	May-17

Product	Fixed Full Requirements
Term	24
Matrix/Custom	Custom
Base Rate	\$ 0.072900
Final Rate	\$ 0.077900
Rate Plan ID	

Custom Price Email Attached	Y
Matrix Release Date	N/A

Corporate/Billing Address	City	State	Zip
120 Chula Vista Dr	San Antonio	TX	78232

Contact Name	Contact Phone	Contact Email
Lisa Mittelberg	210-403-3725	<a href="mailto:Lmittelberg@FoodMPS.com">Lmittelberg@FoodMPS.com</a>

**Customer Account Information**

Account information on LDC Import, Tab 2

**Agera Pure Information**

Agera Energy Pure	N
Pure Percentage	
Adder Price	

**Renewal/Add Information**

Current Customer Number (if applicable)	
Linked Account Name (if applicable)	

**Texas-Specific Information**

Move-in Type	
Rate Class	

**Commission Information**

Primary	Employee Name/Title	CPID	Commission	Agera Pure Comm. Rate	Unit of Measure
4	Greg Glasson/ Regional Director Texas	936288	\$ -		kWh
1	CP/Agent 1	CPID	Commission	Agera Pure Comm. Rate	Unit of Measure
	Northern Gas and Power Americas	1012231	\$ 0.00750		kWh
	CP/Agent 2	CPID	Commission	Agera Pure Comm. Rate	Unit of Measure
	CP/Agent 3	CPID	Commission	Agera Pure Comm. Rate	Unit of Measure

**Billing Options**

Bill Type	Dual
Dual Bill Payment Type	CC
Dual Bill Invoice Method	Mail
All Dual Accounts on One Invoice?	Y
Electricity & Gas on One Invoice?	N/A
Dual Bill Groups?	No

**Enrollment Checklist**

Fully Executed Contract	Y
Invoice Copies/Account Data	Y
Credit Pre-Approval	Y
Agera Pure Addendum	N/A

SIC Code	Eating/Drinking Places
----------	------------------------

**Notes:**

Please send invoices through the mail to 120 Chula Vista Dr San Antonio, TX 78232





**EFT INFORMATION & AUTHORIZATION**

**EFT Information:**

Customer Name: \_\_\_\_\_  
 Customer Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_  
 Financial Institution: \_\_\_\_\_  
 Financial Account #: \_\_\_\_\_  
 ABA Routing #: \_\_\_\_\_

*For non-commercial use only. Please note this is a VOIDED check*

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

As a duly authorized check signer on the financial institution account identified herein, I authorize Agera Energy LLC to perform scheduled or periodic electronic funds transfer debits to the financial institution account identified herein for payments due or when applicable, apply electronic funds transfer credits to same.

If any such electronic debit(s) should be returned as Non-Sufficient Funds (NSF), Agera is hereby authorized to collect such NSF item(s) by subsequent electronic debit and to subsequently collect a fee of \$35.00 by electronic debit from the financial institution account identified herein. Agera may charge interest on any past due balance at the rate of 1.5% per month, with said interest being calculated from the date of the default. For accounting purposes, all electronic debits will be reflected in the monthly bank statement that corresponds with the financial institution account identified herein. Customer will attach a blank voided check from the designated financial institution account. Customer will be billed upon receipt of usage data from the LDC for the month in which electricity is being provided and payment will be due 10 days from the receipt of invoice.

I understand and authorize all of the above as evidenced by my signature below.


**CREDIT CARD INFORMATION & AUTHORIZATION**

**Credit Card Information:**

Customer Name: **Buffets Utility Card**  
 Billing Address: **120 Chula Vista  
 Hollywood Park, Texas 78232**  
 Phone #: **210-403-3725**  
 Fax #: **210-403-3580**

Type of Card:    **VISA**    

Account #: **4865443315900538**  
 Card Expiration Date: **04/21**

Customer Signature:   
 Name: **Bob Amaro**  
 Title: **VP of Finance**  
 Date: **5/9/17**

As a duly authorized representative and/or user on the Credit Card account identified herein, I authorize Agera Energy LLC to perform scheduled or periodic charges to the Account identified herein for payments due, or when applicable apply electronic credits to same

Agera is hereby authorized to collect any past due balance by subsequent charge to account designated above, and to subsequently collect a fee of \$35.00 by charge to the Credit Card Account identified herein.

I understand and authorize all of the above as evidenced by my signature below.

**120 Chula Vista  
San**

Agera Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



Account Number: 1361749  
Invoice Number: 170620030273555  
Billing Date: March 2, 2017  
Page 3

**YOUR SERVICE CHARGES**

3744 N BLACKSTONE AVE, FRESNO CA  
EDC.# 9793080285 Store Number  
PO #:

**Direct Energy Business  
Electric Service**

Meter# 1009511856  
Service Period January 21, 2017 to February 21, 2017 Quantity Sold-Total 129.92 kW  
Meter Multiplier of  
Service Period January 21, 2017 to February 21, 2017 Quantity Sold-Total 47,903.04 kWh  
Meter Multiplier of

January 21, 2017 to February 21, 2017  
Market-Based Rate - 47,903.04 kWh Total @ \$0.089214/kWh \$4,273.62  
CA Energy Resource Surcharge - 0% Exempt \$13.89  
Current Actual Charges \$4,287.51

**Direct Energy Business  
Other Charges and Adjustments**

Late Payment Charge \$174.09  
Current Other Charges and Adjustments \$174.09

**TOTAL CHARGES FOR EDC.# 9793080285 \$4 461.60**



Account Number: 1361727  
 Invoice Number: 170380030035157  
 Billing Date: February 7, 2017  
 Page 3

**YOUR SERVICE CHARGES**

1025 W ROBINHOOD DR, STOCKTON CA  
 EDC.# 6876230106 Store Number :  
 PO #:

**Direct Energy Business**

**Electric Service**

Meter# 1D09484016  
 Service Period December 30, 2016 to January 30, 2017 Quantity Sold-Total 126.72 kW  
 Meter Multiplier of  
 Service Period December 30, 2016 to January 30, 2017 Quantity Sold-Total 48,610.44 kWh  
 Meter Multiplier of

December 30, 2016 to January 30, 2017

Fixed Price - 48,610.44 kWh Total @ \$0.06063/kWh \$2,947.25  
 MRTU Congestion - 48,610.44 kWh Actual @ \$0.001003/kWh \$48.76

CA Energy Resource Surcharge - 0% Exempt \$14.10  
 Utility Users Tax - 0% Exempt \$179.76

Current Actual Charges \$3,189.87

**TOTAL CHARGES FOR EDC.# 6876230106 \$3 189.87**



Account Number: 1361735  
Invoice Number: 170470030126185  
Billing Date: February 16, 2017  
Page 3

**YOUR SERVICE CHARGES**

1431 S BRADLEY RD, SANTA MARIA CA  
EDC.# 3333621036 Store Number :  
PO #:

**Direct Energy Business**

**Electric Service**

Meter# 1009516390  
Service Period January 7, 2017 to February 6, 2017 Quantity Sold-Total 114.56 kW  
Meter Multiplier of  
Service Period January 7, 2017 to February 6, 2017 Quantity Sold-Total 39.452 kWh  
Meter Multiplier of

January 7, 2017 to February 6, 2017  
Market-Based Rate - 39.452 kWh Total @ \$0.090452/kWh \$3,568.52  
CA Energy Resource Surcharge - 0% Exempt \$11.44  
Current Actual Charges \$3,579.96

**TOTAL CHARGES FOR EDC.# 3333621036 \$3,579.96**



Account Number 1361750  
 Invoice Number: 170470030126186  
 Billing Date February 16, 2017  
 Page 3

**YOUR SERVICE CHARGES**

4221 S H ST, BAKERSFIELD CA  
 EDC.# 6544594919 Store Number :  
 PO #:

**Direct Energy Business  
 Electric Service**

Meter# 1009412212  
 Service Period January 6, 2017 to February 3, 2017 Quantity Sold-Total 128 KW  
 Meter Multiplier of  
 Service Period January 6, 2017 to February 3, 2017 Quantity Sold-Total 35.906 kWh  
 Meter Multiplier of

January 6, 2017 to February 3, 2017  
 Market-Based Rate - 35.906 kWh Total @ \$0.091792/kWh \$3,295.88  
 CA Energy Resource Surcharge - 0% Exempt \$10.41  
 Current Actual Charges \$3,306.29

**Direct Energy Business  
 Other Charges and Adjustments**

Late Payment Charge \$166.68  
 Current Other Charges and Adjustments \$166.68

**TOTAL CHARGES FOR EDC.# 6544594919 \$3,472.97**





Account Number: 1361731  
 Invoice Number: 170380030035158  
 Billing Date: February 7, 2017  
 Page 3

**YOUR SERVICE CHARGES**

5478 NEWPARK PLZ. NEWARK CA  
 EDC.# 9045442340 Store Number :  
 PO #:

**Direct Energy Business**

**Electric Service**

Meter# 1009485653  
 Service Period December 30, 2016 to January 30, 2017 Quantity Sold-Total 96 kW  
 Meter Multiplier of  
 Service Period December 30, 2016 to January 30, 2017 Quantity Sold-Total 33,845.76 kWh  
 Meter Multiplier of

December 30, 2016 to January 30, 2017

Fixed Price - 33,845.76 kWh Total @ \$0.06063/kWh	\$2,052.07
MRTU Congestion - 33,845.76 kWh Actual @ \$0.001003/kWh	\$33.95
CA Energy Resource Surcharge - 0% Exempt	\$9.82
Utility Users Tax - 0% Exempt	\$67.80
Current Actual Charges	\$2,163.64

**TOTAL CHARGES FOR EDC.# 9045442340 \$2,163.64**

Hometown Buffet, Inc. (21-30724)

Filing Date: 04/20/2021

Acct no	Type	Start Period	End Period	Amount
10370537	General Unsecured Claim	01/30/2020	03/31/2021	\$ 4,649.97
10370537	503(B)9 Claim	04/01/2021	04/20/2021	\$ 85.98

<b>General Unsecured Claim</b>	<b>\$ 4,649.97</b>
<b>503(B)9 Claim</b>	<b>\$ 85.98</b>
<b>Total</b>	<b>\$ 4,735.95</b>