

Request for Qualifications for Governmental Aggregation of
Eligible Residential and Small Commercial Electric and Natural
Gas Customers in DP&L and Vectren/Dominion Utility Territories

Issued by:



Issue Date: August 22, 2016

Response Date: September 6, 2016

As the consultant of record for, and on behalf of the Cities/Villages/Townships/Counties represented by Supernova Partners, LLC, Affordable Gas & Electric Company, LLC (AGE) (Ohio Licenses 13-709E (2) and 13-320G (2)), we invite PUCO Certified Retail Electric Suppliers and Natural Gas Suppliers to submit qualifications necessary to bid on the electric supply load and natural gas supply of our collective communities.

The qualifications of each Supplier will be reviewed and an approved list of suppliers will be issued a Request for Proposal (RFP), based on the Plan of Operation and Governance for each commodity.

Suppliers approved to receive an RFP will be provided with load data for the respective commodities after each community is officially registered as a Government Aggregator.

Background

The cities of Bellefontaine and Greenville, Unincorporated Shelby County; Newberry Township; Villages of Anna, Ansonia, Belle Center, Covington, Degraff, Quincy, St Paris, Wayne Lakes and West Milton have approved ordinances to allow for aggregation referendums to be placed on the November 2016 ballot. The purpose of the referendum is to allow the government aggregator to obtain electric and natural gas cost savings and a reliable source of supply for its constituents by aggregating all eligible residential and small commercial retail accounts under Ohio's electricity and natural gas aggregation laws ("Act").

AGE is seeking a supplier for electric and natural gas supply and a turnkey program that will include all the aggregation services needed to meet the requirements of PUCO and the Act. Such services shall include, but are not limited to the following: Governance Plan development assistance, assistance in applying for certification, administration of the opt-out process, provisions for a toll-free call center to handle customer calls, attendance at public meetings as needed and filing of all required reports. The cost for these services shall be included in the pricing offered.

AGE will be combining the electricity and natural gas load of those communities who approve the ballot referendum as a single unit for the purposes of pricing. Additionally, AGE will assist in the municipalities' efforts to select the supplier offering the most beneficial bid for the entire group. Given that we may be seeking pricing for both electricity and natural gas, it is feasible that each commodity may be awarded to a different supplier. Bids for electricity and natural gas will come under separate RFP's.

Supplier Overview

Company Name: Constellation Energy Services Inc.

Principal Address: 100 Constellation Way, Suite 1200C, Baltimore, Maryland 21202

Proposal Contact Person: Mark Berry

Contact Phone: 502.468.3042

Contact Fax: 410.470.0454 Attn: Kori Young

Contact Email: mark.berry@constellation.com

Business Type (C-Corp, S-Corp, Partnership, etc.) C-Corp

Name of Parent Company (if any): Exelon Corporation

Do you have an Ohio Office? Yes

Company Website: Constellation.com

Describe your company's organizational structure including parent, affiliate and subsidiary companies.

Constellation Energy Services is part of the Exelon family of companies. The information provided in this section will identify the Exelon corporate structure, provide insight into our financial strengths and highlight significant aspects of our experience as an electric service provider and an aggregation service provider. This section will highlight the unique blend of Exelon's experience and capabilities, uniquely qualifying our organization to serve your consortium, including;

- Exelon has approximately \$31.9 billion in annual revenues and trades on the NYSE under the ticker symbol EXC.
- Exelon does business in 48 states, Washington D.C., and Canada.
- Exelon has been the top-ranked electric and gas utility on the FORTUNE 500 every year since 2008.
- Exelon was named to the Dow Jones Sustainability North America Index for the tenth year in a row in 2015.
- Exelon ranked second among utility companies in Newsweek's 2014 Green Rankings.

Key Stats for 2015:

- Operating Revenues: \$31.9 billion
- Assets: \$92 billion
- Employees: Approximately 29,000
- Owned U.S. Generating Capacity: Approximately 35,137 megawatts

Please indicate any and all physical electric generation assets that are owned and or controlled by your company. Indicate whether ownership and or control are within your organization or a parent company. Indicate how many years you have been in the electric supply business. List all states in which you are currently licensed to supply electricity generation and natural gas (if applicable) and indicate approximate volume of sales.

Constellation Energy Services has firm transmission service agreements and/or network transmission agreements with both the MISO and PJM Interconnection for the interconnection points between the LDU system and MISO / PJM. Our wholesale power team served 57 million MWh of full requirements load-serving products in 2010. We are active in every RTO / ISO and have extremely knowledgeable and rigorous pricing, strategy, fundamentals and market risk platform. Exelon owns 23 GW's of generation in PJM. Transmission agreements are in place.

Please indicate the number of residential accounts currently served respectively through municipal electric aggregation and natural gas aggregation programs. Preference may be given to suppliers with significant previous municipal aggregation experience.

Constellation currently serves more than 152 governmental aggregation programs, corresponding to over 1,400,000 total accounts

Please indicate from where the generation needed to serve our electricity load will be provided. Indicate whether the transmission agreements needed are in place to deliver the power.

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If an affiliate, do you have the Parental Guarantee from the Parent Company that is sufficient to cover the exposure of your portfolio with this buying group added?

Yes

What is the rating of your Company's or Parent Company's long-term unsecured debt?

Moody: Baa2 S&P: BBB-

Has the organization filed for bankruptcy in the past 3 years?

No

Has the organization been subject to litigation for failure to supply contracted electricity within the past 3 years? No

If requested, would supplier be prepared to provide its most recent annual report or audited financial statements? Yes

PUCO Certification Number(s): 10-186G(3)

What year did Company begin selling electricity to residential retail customers?

What year did Company begin selling natural gas to retail customers?

Constellation has extensive experience serving natural gas and electricity to residential customers and municipal aggregation programs in Ohio and across our market area dating back to 2001. Through that experience, we have developed the customer service systems, supply capabilities, licenses, electronic data interchange capabilities, internal processes, company procedures, reporting capabilities, and overall infrastructure needed to serve aggregation communities. This is valuable experience that cannot be quickly or easily replicated.

List any Governmental Aggregation Opt-Out Programs you have served or are currently serving.

Please reference attached Customer Summary

In DP&L territory, please provide:

Mwh quantity your company serves under government aggregation: None

Number of Customers service under government aggregation: None

For other electric utility territories:

Mwh quantity your company serves under government aggregation: 5.38 TWh

Number of Customers service under government aggregation: 806,708

For Vectren territory and for Dominion Gas territory, please provide:

Total Mcf natural gas volume your company serves under the government aggregation: 8.4 Bcf

Total natural gas customers your company serves under the government aggregation: 86,466

Briefly describe your company's qualifications to deliver electricity and natural gas to a diverse mix of customers aggregated in a retail environment.

Constellation has extensive experience serving municipal aggregation programs in Ohio and across our market area dating back to 2001. Through that experience, we have developed the customer service systems, supply capabilities, licenses, electronic data interchange capabilities, internal processes, company procedures, reporting capabilities, and overall infrastructure needed to serve aggregation communities. This is valuable experience that cannot be quickly or easily replicated.

Constellation currently serves more than 145 municipal aggregation communities in Ohio and Illinois. These programs serve over 1.3 million households and small businesses in these communities. Additionally, Constellation is currently on-boarding more than 10 additional governmental aggregation programs in the Ohio market.

If you do not intend to use your own generation, explain how your power will be sourced and your qualifications for trading electric contracts in the market.

Please reference previous response

Explain the customer service aspects for answering questions regarding the implementation of the winning bid.

For Opt-Out questions:

Upon inception of the program, residents will receive an opt-out letter and Terms and Conditions, which will provide an in-depth explanation of the program and how it works. Frequently Asked Questions will be available on the City's dedicated web page. After successful enrollment, customers will receive a Welcome letter as well. Should the aggregation member have further questions, he or she can speak to a Customer Care representative through our call center or visit the website which will be set up specifically for the aggregation programs. Constellation would be pleased to create any additional educational materials with the collaboration of the city. Throughout Constellation's many years of experience in governmental aggregation, we have learned that communications should be few, simple, and direct as too many touch points can lead to an increased opt-out rate.

For customers currently on competitive supply:

Constellation proactively solicits other customers currently under "competitive supply" arrangements as a matter of course but at the sponsor GA's discretion. Call center representatives are fully prepared to assist such customers in the event that they take proactive measures to enroll in governmental aggregation programs including guidance and counsel as it relates to their current contractual obligations with another third-party supplier.

Explain your process used to scrub customer data so as to only include eligible customers with the City/Village/County limits.

We have the ability to use geographic coordinates (longitude and latitude boundaries) with a 3rd party (Accudata). Additionally, once endorsed, we can work with the utility to get a refreshed list of the eligible population, as stipulated under PUCO code.

Financial Overview

Describe any financial assurances intended to financially back your obligations to supply retail electric generation services.

Constellation's ultimate parent's current credit ratings are:

Moody: Baa2 | **Standard & Poors: BBB**

Please feel free to visit our investor's page on Exelon's website for all SEC filings at:
<http://exeloncorp.com/performance/investors/secfilings.aspx>

Our finance group continues to deliver the financial discipline our shareholders have come to expect. Exelon's leadership position in the electric and gas utility industry is made possible by industry-leading financial discipline, cash flow and risk management practices. The combination of our conservative financial and risk management strategies gives us the strength and flexibility to enhance the value of our company. We are pursuing financially disciplined organic growth across the business without issuing equity. We are staying nimble so we can take advantage of opportunities that present themselves in this new economic era.

Constellation has not historically had to post financial assurances for similar programs. In the event the same is required, such assurance would take the form of a parental guaranty from Constellation's parent, in a form determined in its parent's sole discretion.

Customer Service Information

Please provide the name, telephone and email address of the person to contact regarding a request for proposal.

Mark Berry

502.468.3042

Mark.berry@constellation.com

Will this contact be the person directly responsible for the City/Village/County's account?

Yes

If a resident calls with questions regarding municipal aggregation, even though it may be a billing question, how are those calls handled at the supplier level?

Constellation is proud to make customer satisfaction a priority. Each governmental aggregation community is assigned a unique toll free number. This is a dedicated toll-free number for customer inquiries and will be available 24-hours a day, 7-days a week.

Constellation call center operators are able to answer more than 98% of all telephone inquiries directly with the customer while they are on the phone. Constellation and its call center maintain a system that provides scripted answers to the vast majority of customer inquiries. In addition, nearly all incoming calls are recorded to determine if additional training is needed. This further allows Constellation to review the call in the instance that a customer has a subsequent question or concern. Multi-lingual call center support is available as well

Because there is such a high first-call resolution rate, escalations are infrequent. Fewer than 2% of calls are escalated. However, if a customer inquiry is unique, if the customer asks a more detailed question, or if the customer is dissatisfied with the answers they have been provided, Constellation will escalate the call to provide a more complete answer. The escalation process is as follows:

1. An internal tracking ticket is opened. This ticket collects all customer contact information as well as the reason for escalation.
2. Caller is live transferred to a supervisor in the call center. The supervisor makes every effort to resolve the issue. The conversation is noted in the ticket. If management is required or requested the ticket is escalated to the appropriate team member.
3. The caller's issue is investigated and/or resolved. The appropriate team member contacts the caller with resolution. The ticket is noted with the resolution creating a permanent record of the interaction on the account.

A ticket is not considered resolved until a customer conveys that they are satisfied with the response.

Our 24/7/365 regionally-located customer call center consistently performs at a very high level. As explained above, Columbia Township will have a direct toll free number. Each incoming call will be

greeted by a **live agent** with the program name. **There will be no complicated phone tree to navigate in order to reach a customer service representative.** Our agents have vast experience working with aggregation communities throughout Ohio and have a complete understanding of process and customer life cycle management. Our key performance indicators (KPIs) are designed to optimize the customer experience by tracking both efficiency and effectiveness.

- More than 90% of all calls will be answered in 20 seconds or less
- First Call Resolution Rate of greater than 98%

Litigations and Defaults

Describe any and all investigations, indictments, or pending litigation by any federal, state, or local jurisdiction relating to the submitting entity, any officer, director, partner, or member of any affiliate or company. List all civil penalties, judgments, consent decrees, and other sanctions within the last five years, as a result of any violation of any law, rule, regulation, or ordinance in connection with any business activities relating to the submitting entity, any officer, director, partner, or member of any affiliate or related entity. Describe, in detail, any situation in which your company (either alone or in a joint venture), or a subsidiary of your company, defaulted or was deemed to be in noncompliance of your contractual obligations to deliver energy or other ancillary customer service. Explain the situation, its outcome and all other relevant facts. _None

References

Please provide 3 aggregation community references. Include the name, contact person and phone number of each community. Briefly describe the product or service provided to each community.

REFERENCES	REFERENCE COMMENTS
<p>Sycamore Township Attn: Tom Weidman, President 8540 Kenwood Rd. Sycamore Township, OH 45236 Phone: (513) 791-8447</p>	<p><i>"I wish to thank your team for your hard work and excellent guidance throughout the process of governmental aggregation over the past 3 years. You made aggregation an easy, simple, straightforward process for the trustees and staff of Sycamore Township and our residents. The Township wanted to provide a choice to our residents and small business owners that offered price stability with the opportunity for savings, both goals we have achieved. As you promised, your experience and pre-work meant we spent very little of our time on the implementation and delivery of the aggregation program."</i></p>
<p>Green Township Attn: Kevin Celarek, Township</p>	<p><i>"Your team has provided expertise in every aspect of the aggregation process and management of our</i></p>

Administrator 6303 Harrison Avenue Cincinnati, OH 45247 Phone: (513) 574-4848	<i>program has always been very professional. Your availability, insight into the markets, and dedication to making our program a success for both residents and small businesses is greatly appreciated."</i>
Colerain Township Attn: Frank Birkenhauer, Assistant Township Administrator 4200 Springdale Road Colerain Township, OH 45251-1419 Phone: (513) 385-7500	<i>"We have worked closely over these last three months implementing the program and have found everyone with the Constellation organization to be very professional and responsive in the transition. The open lines of communication between Constellation, the administration and the residents of Colerain Township have been superb. I would give Constellation and their local representative my highest recommendation."</i>

Billing and Reporting Information

Will billing and payment, as well as all primary customer service functions be handled by DP&L, Vectren & Dominion? Yes

Pricing Options, Products and Services

With our referendum on the ballot in November, 2016 and assuming all Rules of Governance and Operation are in place and a final request for pricing is soon after certification of election results, do you see your company being able to implement a rate prior to February/March/April ,2017 start date?

Yes

For optimal pricing to the customer, what would you generally see as the most effective length of contract assuming a February/March/April, 2017 start date?

2-years with the caveat that Constellation will thoroughly vet other contract terms to identify optimal market entry points at the time of program implementation.

Is your company able to provide fixed, all inclusive (including energy, capacity, transmission and distribution losses, RPA charges, imbalances, load factor adjustments, congestion charges, ancillary services, and applicable taxes) price quotes for electricity supply for 12, 24 and 36 months as well as variations in between for residential and small commercial customers as defined by the "Act"?

Yes

Pricing Guarantee for Electricity. If the rates for Tariff Service to a particular rate class are set below the selected winning bid during the term of this agreement, will your company provide the services to

participating customers in such rate class at a price equal to the rate for Tariff Service or, after taking all steps necessary under the terms of our agreement, terminate the agreement and return all participating customers to their applicable LDCs?

No

Is your company able to provide fixed, all inclusive natural gas price quotes for 12, 24 and 36 months as well as variations in between for residential and small commercial customers as defined by the "Act"?

Yes

Which pricing options will you be able to quote: (check all that apply)

Fixed Price: ___x___

Variable Price: ___x___

Percent off utility's avoidable cost pricing: ___TBD___

Percent off total delivered price: _____

Other? Explain _____

A consultant fee payable by the selected supplier on a monthly basis is required. The fee amount is \$0.00075/kWh and \$0.005/therm. Only suppliers agreeing to the consultant fee are eligible to bid. This is a rate equal to the rate specified in our Consulting Services Agreement with each of the communities we represent.

Constellation acknowledges and consents to the consultant fee

Identify value added products and services that you would offer. If there is additional value unrelated to products and services, such as rebates and/or incentives, describe what they might be and how the City/Village/County might benefit.

Constellation is able to offer a wide range of value added services to the Community. Such services include:

- Energy Audits for Municipal buildings

- Consumer education - create energy efficiency educational content to publish - via web, webinars, bill inserts, public service announcements
- Assistance with messaging and communication of the Program to the Public
- Community outreach such as tree planting, recycling, clean-up and earth day events

Describe demand management and energy efficiency services to be provided to each class of customers.

Constellation's proprietary Virtuwatt technology can be installed in jointly selected buildings. VirtuWatt is an intuitive, online technology solution for managing and analyzing energy usage. Its easy-to-use dashboard enables building managers and businesses to implement cost-saving energy strategies and automate participation in demand response programs

Terms and Conditions

In the event the information submitted is unclear, AGE may request additional information or explanation. The Supplier will answer all requests for additional information in writing, and these responses shall become part of the Supplier's qualifications. Suppliers failing to provide adequate information on any issues in a timely manner to allow for a comprehensive evaluation by the City/Village/County shall be considered unresponsive, and their proposals shall be subject to rejection.

Suppliers must demonstrate compliance with all legal and regulatory requirements and must be certified and approved by all applicable or required Ohio agencies and each utility. A current environmental disclosure statement must also be provided (if applicable).

A sample supply agreement with applicable terms and conditions MUST be included.

A phone interview with your company may be requested so that select government authorities may ask questions pertinent to your company.

Procedures

Please submit the answers to the RFQ on or before September 6, 2016, electronically by email to info@agellc.com.

Do not contact the City/Village/County or its' representatives directly.

Questions regarding this RFQ should be directed to Affordable Gas & Electric, who will compile, administer and recommend a qualified list of suppliers to ultimately send a Request for Proposal to:

Jeff Haarmann

Affordable Gas & Electric Company, LLC

10749 E Garden Rd

Mt. Vernon, IL 62864

Phone: (618) 204-0115

Email: jhaarmann@supernovapartners.com

AGE reserves the right to narrow its' list of qualified suppliers to bid to based on the responses of this RFQ. Once a qualified list of suppliers is selected, a formal RFP with specific bid specs will be sent.

Region / LDC	Total Count
Ohio / COH-Bucyrus Gas	1,620
Ohio / COH-Fairfield	138
Ohio / COH-Findlay	6,807
Ohio / COH-Fredericktown Gas	399
Ohio / COH-Rittman Gas	733
Ohio / COH-Shadyside Gas	623
Ohio / DUKE-BATAVIA	115
Ohio / DUKE-Cheviot	1,685
Ohio / DUKE-Colerain Township	9,299
Ohio / DUKE-Deer Park	1,284
Ohio / DUKE-Delhi Gas	3,920
Ohio / DUKE-Evendale	845
Ohio / DUKE-Fairfax	61
Ohio / DUKE-Green Township	12,323
Ohio / DUKE-Indian Hill	1,261
Ohio / DUKE-Lincoln Heights OH	234
Ohio / DUKE-Lockland	517
Ohio / DUKE-Madeira	121
Ohio / DUKE-Miami Hamilton	1,759
Ohio / DUKE-Miami Township	5,674
Ohio / DUKE-NORWOOD	3,539
Ohio / DUKE-Reading	1,953
Ohio / DUKE-Springfield Gas	5,581
Ohio / DUKE-Sycamore	3,900
Ohio / DUKE-Symmes	2,680
Ohio / DUKE-Union Township	216
Ohio / DUKE-West Chester Gas	9,696
Ohio / DUKE-Wyoming	2,137
Ohio / EOG-Apple Creek Gas	121
Ohio / EOG-Champion Township	1,681
Ohio / EOG-City of Barberton	3,158
Ohio / EOG-City of Canal Fulton	808
Ohio / EOG-City of Canton	7,241
Ohio / EOG-City of Euclid	6,252
Ohio / EOG-City of Green	5,230
Ohio / EOG-City of Marietta	2,792
Ohio / EOG-City of Munroe Falls	1,208
Ohio / EOG-City of North Canton	2,266
Ohio / EOG-City of Norton	1,526
Ohio / EOG-City of Ravenna	1,842
Ohio / EOG-City of Stow	6,863
Ohio / EOG-City of Streetsboro	3,162
Ohio / EOG-City of Struthers	1,516
Ohio / EOG-City of Tallmadge	2,732
Ohio / EOG-Cleveland Heights	8,169
Ohio / EOG-Lordstown	386

Ohio / EOG-Summit County	11,056
Ohio / EOG-Trumbull County	7,046
Ohio / EOG-Village of Mogadore	744
Ohio / EOG-Village of Silver Lake	706
IL / Ameren-City of Mount Vernon	4,072
IL / Ameren-Town of Astoria	503
IL / Ameren-Vermilion County Aggregation	3,885
IL / Ameren-Village of Malden	116
IL / COMED-City of Chicago	601,240
IL / COMED-City of Elmhurst	12,043
IL / COMED-City of Loves Park	6,568
IL / COMED-City of Mendota	1,933
IL / COMED-City of Oregon	1,026
IL / COMED-City of Polo	787
IL / COMED-City of Rockford	33,415
IL / COMED-City of Rolling Meadows	5,827
IL / COMED-Lancaster Township	354
IL / COMED-Leroy Township	150
IL / COMED-Manhattan Township	527
IL / COMED-Naperville Township	965
IL / COMED-New Lenox Township	2,581
IL / COMED-Ridott Township	135
IL / COMED-Village of Algonquin	8,054
IL / COMED-Village of Beach Park	2,545
IL / COMED-Village of Bedford Park	184
IL / COMED-Village of Bridgeview	3,633
IL / COMED-Village of Durand	388
IL / COMED-Village of Dwight	1,433
IL / COMED-Village of Forest Park	4,994
IL / COMED-Village of Genoa	1,581
IL / COMED-Village of Green Oaks	1,011
IL / COMED-Village of Hampshire	1,877
IL / COMED-Village of Hoffman Estates	14,206
IL / COMED-Village of Huntley	8,874
IL / COMED-Village of Indian Head Park	1,404
IL / COMED-Village of Lakewood	1,248
IL / COMED-Village of Lena	894
IL / COMED-Village of Montgomery	5,194
IL / COMED-Village of Mount Morris	795
IL / COMED-Village of Nelson	37
IL / COMED-Village of North Barrington	960
IL / COMED-Village of Pecatonica	670
IL / COMED-Village of Prairie Grove	528
IL / COMED-Village of Ringwood	306
IL / COMED-Village of River Forest	2,787
IL / COMED-Village of Rosemont	1,081
IL / COMED-Village of Seneca	524

IL / COMED-Village of Sublette	133
IL / COMED-Village of Woodstock	7,593
IL / COMED-Washington Township	434
IL / COMED-Wheatland Township	1,401
IL / COMED-Maine Township	3
IL / COMED-Village of Arlington Heights	1
IL / COMED-Village of Buffalo Grove	2
IL / COMED-Village of Lincolnshire	1
IL / COMED-Village of Milledgeville	375
IL / COMED-Village of Paw Paw	1
IL / COMED-Village of Stockton	651
Ohio / AEP-CSP-Addison Electric	148
Ohio / AEP-CSP-Albany Electric	204
Ohio / AEP-CSP-Gallipolis Electric	929
Ohio / AEP-CSP-Granville Township Electric	5
Ohio / AEP-OP-Apple Creek Electric	218
Ohio / AEP-OP-Dresden Electric	194
Ohio / AEP-OP-East Canton Electric	367
Ohio / AEP-OP-Fort Jennings Electric	161
Ohio / AEP-OP-Franklin - Franklin Tshp Coshocton Electric	158
Ohio / AEP-OP-Franklin - Franklin Tshp Tuscarawas Electric	545
Ohio / AEP-OP-Franklin - Strasburg Electric	640
Ohio / AEP-OP-Franklin - Sugar Creek Tshp Electric	311
Ohio / AEP-OP-Franklin - Sugarcreek Village Electric	605
Ohio / AEP-OP-Franklin - Tuscarawas Tshp Electric	485
Ohio / AEP-OP-Fredericktown Electric	580
Ohio / AEP-OP-Gambier Electric	188
Ohio / AEP-OP-Granville Township Electric	822
Ohio / AEP-OP-Granville Village Electric	1,108
Ohio / AEP-OP-Racine Electric	192
Ohio / AEP-OP-Shadyside Electric	829
Ohio / AEP-OP-Waldo	86
Ohio / AEP-OP-Willard Electric	1,117
Ohio / DUKE-Symmes Electric	3,538
Ohio / CEI-Cleveland Electric	48,440

**Aggregation Program Agreement
Between
Constellation Energy Services, Inc. and _____, Ohio**

This Aggregation Program Agreement, is entered into as of this _____ day of _____, 20____ (“Agreement”), by and between _____, OH (“Municipality”), a political subdivision of the State of Ohio, and Constellation Energy Services, Inc. (“Constellation”), a Wisconsin corporation with its principal place of business at 1716 Lawrence Drive, DePere, Wisconsin 54115, hereinafter referred to individually as a “Party” or collectively as the “Parties”.

WITNESSETH

WHEREAS, pursuant to 4928.20 of the Ohio Revised Code, the Municipality desires to aggregate non-mercantile retail electrical loads located within its jurisdictional boundaries (“Jurisdiction”) and arrange for competitive retail electric supply for eligible participants on an opt-out basis (the “Aggregation”); and

WHEREAS, the Municipality’s electorate will vote or has voted to authorize the Municipality to create an Aggregation under 4928.20 of Ohio Revised Code and the legislative authority of a municipal corporation, the board of township trustees of a township, or the board of county commissioners of a county (as appropriate, the “Governing Body”) will adopt or has adopted an ordinance regarding the Aggregation;

WHEREAS, Constellation has been selected as the supplier for the Aggregation; and

WHEREAS, the Parties desire to establish the rights and obligations of the Parties with respect to aggregating the electric load located within the Jurisdiction (the “Program”).

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1: TERM

A. Term of Agreement. This Agreement shall be effective upon execution by the Parties and shall continue in effect through the last meter read date in a Delivery Period agreed upon on a fully executed Confirmation identifying a Price and Delivery Period for the Program. The Parties can agree to extend the terms of this Agreement by agreeing to a Price(s) for a subsequent Delivery Period(s).

ARTICLE 2: DUTIES

A. Municipality’s Duties

1. Governmental Aggregator Status. The Municipality will register as a governmental aggregator in accordance with 4901:1-24 of the Ohio Administrative Code (“Administrative Code”) and will maintain the requisite authority under 4928.20 of the Ohio Revised Code (“Revised Code”) as a governmental aggregator for the provision of competitive retail electric service for the term of this Agreement.
2. Logo. The Municipality will provide its logo for informational materials.
3. Exclusive Supplier. The Municipality will identify Constellation as the exclusive supplier for the Aggregation and facilitate the provision of electric supply to the Aggregation.
4. Negotiation. The Municipality will negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties.
5. Enrollment Process. The Municipality will oversee the opt-out process and enrollments detailed in 4901:1-21-17 of the Administrative Code, including providing timely feedback to Constellation on the contents.
6. Customer Data. The Municipality will assist Constellation in obtaining all available customer data and historical usage information regarding the eligible Program participants, as that group and the data may

change from time to time, including executing any applicable documentation to enable (the “Utility”) to release such information directly to Constellation from time to time during the term of this Agreement (which shall include without limitation the Municipality’s filing of the Aggregator Registration Application with the Utility). “Eligible Program participants” include all nonmercantile customers except those that are not eligible pursuant to 4901:1-21-17 of the Administrative Code.

7. Employee Preparation. The Municipality will prepare its employees to direct residents to Constellation’s customer service telephone number or website.

B. Constellation’s Duties

1. Toll-free telephone. Constellation will establish a toll-free telephone number staffed with customer service representatives to address questions of Program participants.

2. Website. Constellation will establish a website for the Aggregation Program.

3. Opt-Out Process. Constellation will draft, obtain feedback from the Municipality on, and mail informational materials, including opt-out notices and customer terms and conditions, to the potential Program participants consistent with 4901:1-21-17 of the Administrative Code.

4. Website. Constellation will develop and activate landing page on Constellation’s website for the Aggregation.

5. Data. Constellation will assist the Municipality with the requests for the delivery of data from the Utility and the completion and filing of any Utility-required forms (including the Aggregator Registration Application). Constellation will “scrub” the Utility-provided data as appropriate to eliminate ineligible accounts.

6. Negotiation. Constellation will negotiate the Delivery Period(s) and Price(s) to be included in the customer terms and conditions for each Delivery Period and confirm that Price between the Parties.

7. List. Constellation will maintain a list of potential Program participants who elect to opt-out of the Aggregation and maintain a list of Aggregation participants.

8. Enrollment. Constellation shall enroll the Aggregation.

9. Governmental Aggregator Assistance. Constellation will respond to questions the Municipality may have, as appropriate, regarding the completion of any forms required for the Municipality to maintain its Governmental Aggregator status during a Delivery Period.

ARTICLE 3: TERMS OF SERVICE, PRICE, AND ADDITIONS

A. Terms of Service. The terms of service between each Aggregation participant and Constellation shall be set forth in the contract between them, in a form substantially similar to that set forth in Attachment 2 hereto, which shall survive any termination of this Agreement. The Price for specific Delivery Periods shall be mutually agreed upon by Constellation and the Municipality in writing on a fully executed Confirmation and included in the final terms of service distributed (which final terms of service shall be referred to as the “Terms and Conditions”).

B. Establishing a Price. To establish a Price, Constellation will submit a Price for a specific Delivery Period to the (“Municipality Designee”) in the form of a confirmation, substantially similar to Attachment 1 hereto. The Price for the Delivery Period submitted to the Municipality in this form is *not* an offer. This submittal will contain market sensitive pricing, which pricing is subject to change until the document is executed by both the Municipality Designee on behalf of the Municipality, and Constellation. If the Price and Delivery Period submitted to the Municipality meets with the Municipality’s approval, then the Municipality Designee shall promptly execute the document and return it via fax or .pdf or tif. attachment to electronic mail transmission to Constellation. Upon receipt by Constellation, Constellation will verify that the Price for the Delivery Period is still available, and if so, will execute the document (creating a fully executed Confirmation) and return the Confirmation by fax or by .pdf

or .tif attachment to electronic mail transmission to the Municipality for its records. Only a fully executed Confirmation shall be binding, form a part of this Agreement, and evidence an agreement between Constellation and the Municipality with respect to the Price for a specific Delivery Period for the Aggregation.

C. Market Information. When discussing pricing alternatives, Constellation may provide information and/or analyses of alternatives available to the Aggregation regarding energy commodities, related transactions for supply, and other energy market information. Constellation shall be deemed to have provided only information, and/or analyses of potential alternatives available to the Aggregation, and the Municipality shall make all decisions independently. Constellation has not and shall not be deemed to have made or given any representations, warranties, guarantees or assurances as to the actual or perceived outcomes and/or any other effects, adverse or beneficial, relating to this Agreement, the Terms and Conditions, or any Confirmation. Constellation has not acted and shall not be deemed to have acted, in any capacity as an agent or fiduciary for the Municipality in connection with this Agreement or any Confirmation

D. Adding to the Aggregation after planned Program enrollments. After the initial enrollment of the Aggregation (or after subsequent planned Program enrollments for a specific Delivery Period and Price agreed upon by Municipality and Constellation) Constellation may allow other potential participants to enroll with Constellation through various methods, including without limitation direct contact between an individual potential participant and Constellation via telephone or Constellation's website, and/or en masse through a special offering. For potential, eligible Program participants who enroll with Constellation other than during a planned Program enrollment that corresponds to a specific Delivery Period and Confirmation between the Municipality and Constellation, may pay a different rate than those who join during a planned Program enrollment.

E. Service Inquiries. Constellation shall establish a toll free telephone number to answer general information requests, billing questions and other customer service inquiries for the Aggregation participants. All emergency or other service disruption concerns should continue to be directed to the Utility.

ARTICLE 4: PUBLICITY AND TERMINATION

A. Press Releases. The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.

B. Program Endorsement. The Municipality and Constellation shall cooperate in disseminating information to all potential Aggregation participants concerning the Program and the Municipality's endorsement of the Program. Information related to pricing and other contractual terms related to participation in the Aggregation is subject to review and approval by Constellation. Similarly, any use of the Municipality's official seal for advertising or promotional purposes is subject to review and approval by the Municipality. Upon mutual agreement of the Parties, the Parties may utilize Municipality resources for advertising, promotion and consumer communications of the Municipality's selection of Constellation as the Municipality's sole preferred supplier for the Aggregation. The Municipality warrants that it will not take any action (written, verbal, or otherwise) to advise and/or encourage participants to exit the Aggregation, provided however, nothing in the preceding clause shall prohibit the Municipality from making factual statements in response to inquiries about the Aggregation or the Program.

C. Default and Termination. This Agreement may be terminated early: (1) if either Party fails to comply with any material term or condition of this Agreement, provided the failure continues without a cure thirty (30) days after written Notice of such failure is provided by one Party to the other, or (2) upon the occurrence of a Regulatory Event, as provided for in 4(D). Upon termination for any reason this Agreement shall be of no further force and effect, except for those obligations that survive termination (including without limitation those set forth in Article 5). The obligations of Constellation and each Aggregation participant set forth in the Terms and Conditions shall survive termination.

D. Regulatory Event. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties will enter into good faith negotiations to amend or replace this Agreement so that the

adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement. The following will constitute a "Regulatory Event":

1. **Illegality:** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
2. **Adverse Government Action:** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure.

ARTICLE 5: DISCLAIMER AND LIMITATION OF LIABILITY

A. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSTELLATION MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

ARTICLE 6: MISCELLANEOUS

A. Entire Agreement. This Agreement including all Attachments, fully executed Confirmations, and fully executed amendments, constitute the entire Agreement and understanding between the Parties with respect to the services, which are included herein. Any conflict between the terms and conditions of this Agreement and any Confirmation shall be resolved in favor of the Confirmation. All prior written and verbal agreements and representations with respect to these services are merged into and superseded by this agreement.

B. Amendment. All amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.

C. Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided however, with notice to the Municipality, Constellation may assign this Agreement to an affiliate.

D. Method of Notification. Any notices, requests or demands regarding the services provided under this Agreement shall be properly given or made upon receipt, if delivered by overnight or next day mailing/courier service to the address shown below. If delivered by facsimile, any such document shall be considered delivered on the business day the facsimile is sent, provided the sender has evidence of a successful transmission on that day, and provided further that the successful transmission occurred prior to 5:00 pm eastern prevailing time. If the facsimile is successfully transmitted after 5:00 pm eastern prevailing time, then the notice shall be deemed received on the next business day. Each Party shall direct notices, requests or demands to the other Party using the following address:

Notices to Constellation:	Notices to the Municipality:
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<p>Attention: Contracts Administration Constellation Energy Services, Inc.</p> <p>1221 Lamar St., Suite 750 Houston, Texas 77010</p> <p>Telephone: 888-635-0827 Facsimile: 888-829-8738</p>	<p>, OH Attn:</p> <p>, OH Telephone: Facsimile:</p>
<p>With a copy to:</p> <p>Contract Administration Attn: Government Aggregation Constellation Energy Services, Inc.</p> <p>1716 Lawrence Drive DePere, WI 54115</p> <p>Telephone: 920-617-6067 Facsimile: 920-617-6070</p>	<p>With a copy to:</p> <p>, OH Telephone: Facsimile:</p>

E. Waivers. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

F. Applicable Law and Choice of Venue. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflict of laws.

G. No Third Party Beneficiaries. The Parties do not intend for this Agreement to have, nor are there, any third party beneficiaries. Nothing herein shall be construed to create a private right of enforcement in any person or entity, it being the Parties' intent for this Agreement to only be enforceable by the Parties themselves.

H. Reports, Analysis, and Products. All reports, data aggregations and analysis, pricing products, templates for communications with eligible Program participants and/or the Aggregation and ideas, and other information generated by Constellation as part of this Agreement remain the sole and exclusive property of Constellation. The Municipality may use all such information furnished by Constellation for its internal use, but only in furtherance of the Program.

I. Plan of Operation and Governance. The Parties agree to perform consistent with the Plan of Operation and governance, provided however if there is a conflict between this Agreement and the Plan, this Agreement shall control. The Municipality agrees to provide notice of any changes the Municipality plans to make to the Plan in a manner that allows Constellation to adjust the administration or operation of the Program accordingly.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
2. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
3. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;
4. It has reviewed and understands this Agreement; and
5. It will comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.

B. Additional Representations of the Municipality. The Municipality hereby further represents to Constellation, as of the date of this Agreement, that:

1. The Municipality's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Municipality is organized pursuant to its authorizing statutes and regulations;
2. This Agreement does not constitute any kind of investment by the Municipality that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which the Municipality (or any of its officials in their respective capacities as such) or its property is subject;
3. The Municipality has all regulatory authorizations necessary for it to legally perform its obligations under the Agreement and no consents of any other party and no act of any other governmental authority is required in connection with the execution, delivery and performance of the Agreement;
4. With respect to the Agreement, all acts necessary to the valid execution, delivery and performance of the Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Municipality is obligated to comply. Municipality Designee is duly authorized to execute Confirmations on behalf of the Municipality with respect to the Aggregation;
5. The Municipality is not relying on any representations, other than those set forth in Article 7(A), in entering into this Agreement; and
6. The Municipality is capable of assessing the merits and understanding the terms, conditions and risks of each energy, energy services, and/or related contracts that it enters into or chooses not to enter into, and prior to deciding whether to enter into any such arrangement and/or agreement, and in making such decision, the Municipality independently assesses the merits of such decision, and understands the terms, conditions and risks of such arrangement and/or agreement.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that this Agreement may be executed in separate counterparts and delivered by facsimile, or as an attachment to an electronic message (such as a pdf, tif or other mutually acceptable type of file attachment), each of which when so executed and delivered shall constitute the one and the same original document.

, OH	Constellation Energy Services, Inc.
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:
APPROVED AS TO FORM (if required):	
By: _____	
Name:	
Title:	
Date:	

ATTACHMENT 1

CONFIRMATION

This Confirmation dated _____, once fully executed, is an agreement entered into pursuant to the terms of the Aggregation Program Agreement between Constellation Energy Services, Inc. ("Constellation") and the _____, OH (the "Municipality"), and forms a part thereof.

Constellation and the Municipality agree that the Aggregation participants shall receive the Fixed Rate set forth below for the Delivery Period set forth below:

Delivery Period:

Fixed Rate: \$ _____ per kWh

The Fixed Rate does not include Utility distribution charges or applicable taxes. From time to time, Constellation may experience an increase in costs related to the electricity and related products and services sold to Program participants that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements ("Change in Law"). "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, Utility or ISO tariff, rule of any commission or agency with jurisdiction in Ohio. If Constellation experiences a Change in Law and Constellation would like to request a change to the material terms of the Program participants' Terms and Conditions as a result, Constellation may send notice to the Program participants requesting mutual agreement to the modification. Each Program participant will then have the opportunity to, within 30 days of the notice from Constellation, (a) affirmatively consent to the changes to the Terms and Conditions and remain on Constellation's service with the modified Terms and Conditions or (b) terminate the Terms and Conditions without any further obligation except for paying any unpaid balance as of the termination date and return to electricity supply with the Utility. "ISO" means the independent system operator or regional transmission organization responsible for the service territory governing the Program participants' Utility, or any successor or replacement entity.

SAMPLE

ACKNOWLEDGED AND AGREED:

_____, OH
By: _____
Name:
Title:
Date:

Constellation Energy Services, Inc.
By: _____
Name:
Title:
Date:

This is not an offer. This Confirmation requires a signature from each Party to be effective.

ATTACHMENT 2

Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

<p>The _____, Ohio (“Municipality”), pursuant to the aggregation authority conferred upon it by electorate vote, which passed by a majority vote on _____ and ordinance establishing the program, selected Constellation Energy Services, Inc. (“Seller”) to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as “Buyer”) for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the “Account”), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as “Party” and collectively as “Parties”) agree to the following Electricity Purchase and Sale Terms and Conditions (“Agreement”), as of _____ (the “Effective Date”):</p>
<p>1. Opt-Out Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN _____, (2) BY CALLING _____ BY _____ OR (3) BY OPTING-OUT ON SELLER’S WEBSITE AT _____. If you choose to opt-out, you will be served by the standard service offer of _____ (the “Utility”) or until you choose an alternative supplier of electric service.</p>
<p>2. Eligibility: To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the Municipality’s jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio (“PUCO”) “do not aggregate” list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).</p>
<p>3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the Municipality. Service will commence on meter read dates in _____ and shall remain in effect through the _____ meter read (“Initial Term”), unless terminated pursuant to the terms of this Agreement. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.</p>
<p>4. Rescission Period: The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer’s enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, (“Rescission Period”) by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.</p>
<p>5. Price: For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0. _____ per kWh, multiplied by the billing cycle usage for the Accounts. From time to time, Seller may experience an increase in costs related to the electricity and related products and services sold to Buyer that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements (“Change in Law”). “Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, Utility or ISO tariff, rule of any commission or agency with jurisdiction in Ohio. If Seller experiences a Change in Law and Constellation would like to request a change to the material terms of this Agreement as a result, Constellation may send notice to Buyer requesting mutual agreement to the modification. Buyer will then have the opportunity to, within 30 days of the notice from Constellation, (a) affirmatively consent to the changes to this Agreement and remain on Constellation’s service with the modified Terms and Conditions or (b) terminate the Terms and Conditions without any further obligation except for paying any unpaid balance as of the termination date and return to electricity supply with the Utility. “ISO” means the independent system operator or regional transmission organization responsible for the service territory governing the Program participants’ Utility, or any successor or replacement entity. The Parties acknowledge that current PUCO rules require disclosure of certain third party intermediary fees (herein identified as the “Broker Fee”). A third party intermediary is involved in this transaction and the Broker Fee of _____ per kWh has been included in the Fixed Rate (subject to the terms of any agreement between Seller and the third party intermediary). Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.</p>
<p>6. Billing and Payment: Buyer will be invoiced by the Utility for both Seller’s charges and the Utility’s delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller’s charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget</p>

<p>billing for Seller's charges.</p>
<p>7. Taxes: Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.</p>
<p>8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE AMOUNT OF BUYER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.</p>
<p>9. Environmental Disclosure: Seller's environmental disclosure label, which will be updated from time to time, is available on Seller's website.</p>
<p>10. Termination; Remedies: Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.</p>
<p>11. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.</p>
<p>12. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at . Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.</p>
<p>13. Miscellaneous: Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants that he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.</p>

Natural Gas Aggregation Agreement

(“Township”), and Constellation Energy Services – Natural Gas, LLC (“Constellation”), enter into this Natural Gas Aggregation Agreement (the “Agreement”) as of _____, 2016 (the “Effective Date”). Constellation and Township are sometimes referred to individually as a “Party” and collectively as the “Parties.”

Recitals:

- A. Township has obtained the required approvals and has enacted the necessary legislation in order to establish a natural gas aggregation program (the “Governmental Aggregation Program”) to offer negotiated rates to the Township’s residents and businesses.
- B. Constellation is in the business of selling natural gas and related services to residential, commercial and industrial customers and other organizations and is a PUCO approved competitive natural gas supplier.
- C. Township has chosen Constellation to be the natural gas supplier for the Governmental Aggregation Program during the Term and in return Constellation agrees to supply natural gas to at the Aggregation Group.
- D. Township is or will be authorized to act on behalf of the Aggregation Group to purchase retail natural gas services.
- E. The Parties are familiar with governmental aggregation programs and recognize there are certain time constraints and limitations inherent with the enrollment process, and as such, are prepared to take commercially reasonable actions to secure prices for the Aggregation Group as the Township desires.

Now, therefore, in consideration of the mutual premises and promises of the parties, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINED TERMS. Capitalized terms not otherwise defined in this Agreement will have the meanings set forth below. In this Agreement, unless the context otherwise indicates a contrary intention, the singular includes the plural and vice versa, and where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of the word or phrase has a corresponding meaning.

“**Aggregation Group**” means all Aggregation Members.

“**Aggregation Member**” means an Eligible Consumer that participates in the Governmental Aggregation Program.

“**DUKE**” means Duke Energy Ohio, the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of natural gas to Eligible Consumers.

“**Delivery Point**” means any existing and future points of interconnection between DUKE’s transmission and/or distribution system and those of a third party pipeline supplying natural gas to DUKE.

“**Eligible Consumers**” means Township residents and businesses that are approved to participate in the DUKE choice program.

“**Law**” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, rule of the public utilities commission, public service commission, independent system operator, regional transmission organization, or similar state commission, agency or body having jurisdiction over the Parties, natural gas transactions, or natural gas distribution systems.

“**NYMEX**” means the New York Mercantile Exchange, or its successor.

“**PUCO**” means the Public Utilities Commission of Ohio.

“**Trigger**” means the request by Township for Constellation to financially set/lock-in the value of the NYMEX component of the Customers’ price for the remainder of the term of the Customer Agreements.

“**Utility**” means Duke Energy Ohio, the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of natural gas to Eligible Consumers.

2. CONSTELLATION AS THE EXCLUSIVE SUPPLIER FOR NATURAL GAS. Township is a PUCO certified governmental aggregator and is authorized to arrange for the supply of retail natural gas services on behalf of the Aggregation Group. Township agrees that Constellation will be the exclusive provider of retail natural gas supply services for the Aggregation Group during the Term.

3. TERM. This Agreement shall commence on the Effective Date and, unless terminated earlier as otherwise provided in this Agreement, will continue for a period of twenty-four (24) months (the “Term”). Upon expiration of the Term, this Agreement may be extended upon the mutual agreement of the Parties. Township shall have the right to begin negotiations with Constellation and other natural gas suppliers during the Term to ensure a seamless transition and continuation of the Governmental Aggregation Program at the end of the Term. If Township chooses a new supplier during the Term as the gas supplier for a following term, Constellation shall cooperate with Township and the new supplier

in a timely manner to provide a list of Customers, who according to Constellation's records are participating in the Governmental Aggregation Program at the time such request is made. The Township will have the right to contract with a new supplier during the Term, but only for natural gas flow following the Term.

4. CONSTELLATION SCOPE OF WORK.

(a) Constellation is responsible for obtaining an Eligible Consumer list from the Utility and/or any other source Constellation deems appropriate. Township will cooperate with Constellation to assemble and verify the Eligible Consumer list. Township will share its resources to help mitigate the cost of assembling and verifying the Eligible Consumer list, including giving notice to the previous supplier of its intent to retain Constellation for the Governmental Aggregation Program and obtaining the list of Eligible Consumers who, according to the previous supplier's records, are participating in the Governmental Aggregation Program at the time such request is made. Both the Township and Constellation must approve any Eligible Consumer list to be used for any mailing.

(b) Constellation will implement the initial and ongoing opt-out enrollment procedures for Eligible Consumers and will develop and mail all program announcements and materials at its expense.

(c) Constellation shall send one (1) opt-out mailing to Eligible Consumers regarding participation in the Governmental Aggregation Program. Constellation and Township may mutually agree to send additional mailings.

(d) The addition of Aggregation Members after the initial opt-out period established by Constellation shall be with mutual consent of Constellation and the Township. Aggregation Members that move from one physical address or meter location to another within the Township may continue to participate in the Governmental Aggregation Program by contacting Constellation and providing reasonable notice of move and other relevant information needed by Constellation to verify such move. Existing Customers of Constellation may join the aggregation program upon proper notice.

(e) Constellation shall be responsible for the payment of any switching fee imposed by the Utility resulting from an Aggregation Member's switch to Constellation in connection with participation in the Governmental Aggregation Program.

(f) In the event PUCO requires information or documents from the Township regarding the Governmental Aggregation Program, Constellation agrees to assist in compiling such information to the extent Constellation has access to such information.

(g) If at any time during this agreement Township approves opt-in aggregation, the Parties will work together to implement a mutually agreeable opt-in program for all Eligible Consumers within the Township. If Township and Constellation agree to implement an opt-in aggregation program, Township will exclusively endorse Constellation for such opt-in aggregation program.

(h) Constellation shall provide monthly statistics to the Township consultant, in sufficient detail that will permit program differences from the utility gas costs to be quantified.

5. CONSTELLATION NATURAL GAS SUPPLY OFFER(S). Constellation shall make the following offer available to Eligible Consumers during the Initial Enrollment Period. During the Term, in order to determine the monthly rate per Mcf for Aggregation Members, Constellation shall use the NYMEX last day settlement price multiplied by a factor of 1.066 for the applicable gas flow month plus a fixed adder of \$ /Mcf unless the Township Triggers a fixed NYMEX price. Township hereby represents and warrants that it is authorized to act as agent regarding natural gas pricing decisions for all Aggregation Members. As authorized agent, Township can request to Trigger the NYMEX price for the remaining months of the Term at any time; provided, however that Township may only Trigger a NYMEX price once for each month of the Term (e.g., multiple Triggers may not be executed for one month, but Township may choose to Trigger at different times for different months). If the NYMEX price is fixed at any time pursuant to such a request by Township, Constellation shall determine the monthly rate per Mcf by using such fixed NYMEX price multiplied by a factor of 1.066 for the applicable gas flow month plus a fixed adder of \$ /Mcf. Aggregation Members will not be charged an early termination fee by Constellation for leaving the program prior to the end of the Term.

6. NATURAL GAS SUPPLY SERVICE. Constellation will supply natural gas to the Aggregation Group in accordance with the General Terms and Conditions of service (that will be substantially in the form attached hereto as Exhibit A) and all applicable rules and regulations, including applicable PUCO and Utility rules. Constellation will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to the Aggregation Member at the Delivery Point, and the Aggregation Member is responsible for all transmission, distribution, and other costs (including taxes and other fees) related to the final delivery to the facilities to which the natural gas account(s) relate as well as the Aggregation Member's use of the natural gas. While Constellation will arrange for the delivery of natural gas to the Aggregation Member by the Utility, Constellation will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings.

7. ELIGIBLE CONSUMER INFORMATION. Township will provide authorization and documentation in order for the Utility to release to Constellation any necessary load forecast information and Eligible Consumer information.

8. USE OF TOWNSHIP'S NAME AND LOGO. Township hereby agrees to allow Constellation to use Township's name and logo (if any) in any and all enrollment materials (including electronic media and Internet) and press releases for publicity and/or marketing purposes. The Township will have the right to review and approve all such materials that utilize the Township's name and/or logo prior to distribution. Additionally, Township authorizes Constellation to represent that Constellation is the Township's exclusive provider of retail natural gas supply for the term of this Agreement. Township shall not release any promotional material referencing Constellation (including press releases) without Constellation's prior approval.

9. TERMINATION. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that a Regulatory Event has occurred. Upon such notice, the Parties shall enter into negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic positions it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement within sixty (60) days, the adversely affected Party shall have the right, upon fifteen (15) days written notice, to terminate this Agreement. The following events constitute a "Regulatory Event":

(i) **Illegality.** If, due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) **Adverse Government Action.** If (a) any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of the Agreement that adversely and materially affects a Party, or (b) there is any regulatory or judicial action that adversely impacts a Party's performance of any of its obligations under the Agreement.

10. FORCE MAJEURE. "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("**Claiming Party**"), and that by the exercise of due diligence, the Claiming Party is unable to overcome in a commercially reasonable manner, and such event will not be deemed a breach or default under this Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; curtailment, disruption or interruption of firm transportation service by the transporter (including without limitation as the result of an operational flow order) or supply into Constellation's supply pools; declaration of emergency by the Utility; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility). Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under this Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) to the extent reasonably possible, the Claiming Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature and date of the occurrence and the expected duration of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform.

11. CHOICE OF LAW; ATTORNEY FEES AND EXPENSES. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of Ohio, without giving effect to conflict of law principles. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.

12. ASSIGNMENT. Neither Party may assign its rights or obligations under this Agreement without written consent from the other party; provided, however, Constellation may assign any of its rights and obligations under this Agreement without consent to an Affiliate or to any person or entity succeeding to all or substantially all of Constellation's assets or business or the division or region of Constellation to which this Agreement relates or into which Constellation is merged or otherwise combined or reorganized; provided the succeeding entity agrees to be bound to this Agreement.

13. ENTIRE AGREEMENT; AMENDMENT. This Agreement embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No amendment to this Agreement will be valid or given any effect unless signed by both Parties. Any alteration, addition, or modification made by Association to the preprinted terms of this Agreement shall be void and without any effect. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

14. WAIVER AND SEVERABILITY. Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

15. NOTICES. To be effective, all notices must be in writing delivered by hand, by first class mail, postage prepaid, by electronic facsimile transmission (with verification of delivery), or by express carrier to the addresses provided below. A Party may change its address by providing notice of such change in accordance herewith.

Constellation:
Constellation Energy Services – Natural Gas, LLC
Attn: Contract Administration
9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Phone: (502) 426-4500
Fax: (502) 214-6381

Township:
Attn:
Address
City, State Zip
Phone:
Fax:

16. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other the following: (a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (b) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (c) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents, contracts to which it is a party or applicable Law; (d) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement, or which would represent any conflict of interest with the Township, any Eligible Consumer or Constellation and (e) all governmental and other authorizations, approvals, consents, notices and filings that are required with respect to this Agreement have been obtained or submitted and it has complied with all terms and conditions of such authorizations, approvals, consents, notices and filings.

17. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF EACH PARTY. Constellation warrants and represents that it is a PUCO approved competitive retail natural gas supplier. Township warrants, represents and covenants, as of the Effective Date, that: (a) Township's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Township is organized pursuant to its authorizing statutes and regulations; (b) Township has obtained all approvals needed and has complied with all applicable rules, regulations and ordinances in order to lawfully execute this Agreement; and (c) Township is a PUCO certified governmental aggregator and will maintain such certification throughout the Term.

18. DEFAULT; TERMINATION FOR DEFAULT. An "Event of Default" means any one of the following: (a) any representation or warranty made by a Party in this Agreement proves to have been incorrect, false or misleading when made or ceases to remain true during the term of this Agreement, if not cured within five business days after written notice from the other Party; or (b) a Party's breach of this Agreement or the failure by a Party to perform any obligation set forth in this Agreement and where within five (5) business days after receipt of written notice from the other Party it is not cured in circumstances where such failure or breach is curable (if the failure or breach is not curable no cure notice need be provided). If an Event of Default occurs, the non-defaulting Party may, in its sole discretion, terminate this Agreement effective upon written notice to the defaulting Party. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TOWNSHIP'S RIGHT TO TERMINATE THIS AGREEMENT SHALL BE THE SOLE REMEDY AVAILABLE TO TOWNSHIP FOR ANY BREACH OF THIS AGREEMENT BY CONSTELLATION.

19. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement to the contrary, the entire liability of either Party for any and all claims of any kind arising from or relating to this Agreement will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the claiming Party to mitigate its damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER REMEDY AT LAW OR EQUITY. The provisions of this Section 19 shall survive the expiration or termination of this Agreement for any reason.

20. NO WARRANTY. TOWNSHIP ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CONSTELLATION SPECIFICALLY

DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR USE.

21. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under this Agreement whatsoever.

22. RELATIONSHIP OF THE PARTIES. Constellation is an independent contractor under this Agreement, and nothing contained herein shall be construed as creating a relationship of employer and employee or principal and agent between the Parties.

23. ACCEPTANCE. This Agreement shall not be binding or enforceable against Constellation unless and until signed by an authorized representative of Constellation.

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

Constellation Energy Services – Natural Gas, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT A

General Terms and Conditions of natural gas supply service

(To be included in the opt-out mailing to Eligible Consumers)

DRAFT