



Constellation

An Exelon Company

Form of Fixed Pricing Confirmation

FIXED PRICING CONFIRMATION NO. G274099.77110.0

POWEROPTIONS® PARTICIPANT
AGREEMENT FOR THE SALE AND PURCHASE
OF ELECTRICITY
BETWEEN PARTICIPANT AND SUPPLIER

This Pricing Confirmation No. G274099.77110.0 dated as of May 2 2019, under the PowerOptions® Participant Agreement for the Sale and Purchase of Electricity (collectively, the "Agreement") currently in effect between Central Falls (Ri), City Of ("Participant") and Constellation NewEnergy, Inc. ("Supplier") effects Participant's exercise of the Fixed Pricing Option in accordance with the terms of the Fixed Price Transaction Confirmation set forth in Attachment 1. Participant may elect to participate in other alternative programs as set forth below.

Participant and Supplier agree and confirm as follows:

- 1. Definitions. Unless otherwise defined herein, initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
2. Fixed Price Confirmation. The Contract Price under the Agreement shall be determined in accordance with term and conditions set forth in Attachment 1 hereto, effective during the Purchase Period indicated on Attachment 1.
3. Purchasing Green-e Renewable Energy Credits (RECS): [] By checking the box, Participant is agreeing to the terms and conditions set forth on Attachment 2.
4. Full Force and Effect. All terms and provisions of the Agreement shall remain unchanged and in full force and effect, and nothing herein contained shall operate to release either party from its obligations under the Agreement.
5. Binding Effect. This Pricing Confirmation shall be binding upon and inure to the Parties and their respective successors and assigns. This Pricing Confirmation may be executed in counterpart.
6. Right to Rescind:
- Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this Agreement to contact Supplier and cancel (rescind) this Agreement.
- Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this Agreement to cancel (rescind) this Agreement.
- Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this Agreement to notify Supplier and cancel (rescind) this Agreement.

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Dated as of the date first set forth above.

Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc. {Supplier}

Signature: _____

Printed Name:

Title:

Date:

Telephone: (713) 222-6080

Email Address:

Central Falls (RI), City Of {Participant}

Signature: _____

Printed Name: James Diossa

Title: Mayor

Date: 5/1/19

Approved as to form and correctness:

Matthew L. Lynch ^{LD} 5/1/19

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ATTACHMENT 1 TO EXHIBIT B - FIXED PRICE OPTION

(Transaction Confirmation)

This Transaction Confirmation ("TC") is entered into pursuant to and in accordance with a Participant Agreement executed on May 2, 2019 by and between **CONSTELLATION NEWENERGY, INC.** ("**Supplier**") and **Central Falls (Ri), City Of** ("**Participant**"), and is subject to all of the provisions, terms and conditions of such Participant Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Participant Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

Price Terms. The electricity rate Participant is paying is stated in the Account Schedule below. The Contract Prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Participant Agreement, provided, however, Participant's overall electricity bill may fluctuate monthly depending on Participant's usage variations, and whether certain cost components are being Passed Through (as defined below). Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges assessed or charged vary for any reason. At any time during the term of this TC, Participant may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidence by a fully executed RTT Confirmation and be incorporated herein.

Cost Components. Each of the items listed as "Fixed" below is included in Participant's Contract Prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Participant will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions or as defined in the Participant Agreement.

| | |
|--|--------------|
| Energy Costs | Fixed |
| Ancillary Services And Other ISO Costs | Fixed |
| Capacity Costs | Fixed |
| Line Loss Costs | Fixed |
| FERC Order 745 Costs | N/A |
| Renewable Portfolio Standard Costs | Fixed |

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to Participant for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The prices also include any credit costs and margin.

Section 1.1. Definitions.

"Holdover Fee" means a cost of \$.015000 per kWh in the holdover rate.

"LMP" or **"Holdover Market Price"** means the ISO-published Day Ahead LMP for the ISO zone applicable to each Account expressed in \$/kWh. Such prices are published hourly or sub-hourly depending on the ISO.

"Massachusetts Clean Energy Standards Costs ("CES Costs")" means any costs or charges related to procuring renewable energy certificates or making alternative compliance payments to comply with the Massachusetts Clean Energy Standard (310 CMR 7.75), approved by the Massachusetts Department of Energy Resources, effective on August 11, 2017

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"SREC-II Expansion Program Costs" means any costs or charges related to procuring solar renewable energy or making alternative compliance payments to comply with the Solar Carve-Out II Expansion Program requirements set forth in the Massachusetts Department of Energy Resources ("DOER") Regulations as amended 225 CMR.14.00, effective April 8, 2016 and updated on July 1, 2016. Costs to comply with MA Solar Carve-Out Program(s) I and II, as required by the DOER, are included in Renewable Portfolio Standards Costs.

"Winter Reliability Program Costs" means those costs or charges that are incurred by load serving entities in the ISO service territory under the ISO's "Winter Reliability Program" as proposed or implemented during the Term of this Agreement. If Winter Reliability Program Costs are Fixed under this Agreement, any material additions, modifications or conditions to the treatment of Winter Reliability Costs under the ISO tariff or otherwise

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from the applicable Winter Reliability Program as last accepted or approved by FERC (or, if not yet accepted or approved, as last proposed by the ISO) as of the date of this Agreement shall be deemed a Change in Law pursuant to the Participant Agreement.

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. This TC shall not automatically renew, provided, however, service may be extended for a holdover term as described in the Participant Agreement.

Section 2.2. Miscellaneous. Additional required rules, Laws and regulations shall apply to as follows:

See Exhibit E-1: for Massachusetts Accounts

See Exhibit E-2: Connecticut Accounts

See Exhibit E-3: Rhode Island Accounts

Section 2.3. Seller and UDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Seller regarding its invoice or other matters concerning this TC at Seller's Participant Service Department by toll-free telephone at 844-636-3749, or email at ParticipantCare@Constellation.com.

PARTICIPANT AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:

| UDC Name | UDC Abbreviation | Contact Numbers |
|-------------------------------|------------------|-----------------|
| Narragansett Electric Company | NECO | 1-800-465-1212 |

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500.

Section 2.4. Right To Rescind.

Massachusetts Accounts: In accordance with Massachusetts General Laws c. 164, Section 1F(8)(a)(ix), Participant has until midnight of the third (3rd) calendar day following the date that Participant executes this TC to contact Supplier and cancel (rescind) this TC.

Connecticut Accounts: If the aggregate demand at all of Participant's Facility(ies) in Connecticut is less than five hundred (500)kW, Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to cancel (rescind) this TC.

Rhode Island Accounts: Participant has until midnight of the third (3rd) business day following the date that the Participant executes this TC to notify Supplier and cancel (rescind) this TC.

Section 2.5. Additional Terms For Accounts located in Rhode Island.

Rhode Island Division of Public Utilities. Additional information, including information on consumer rights, may be obtained by contacting the Rhode Island Division of Public Utilities and Carriers ("PUC") at (401) 941-4500 or the Consumer Section of PUC at (401) 780-9700.

Price Term Comparison. Customer may compare the price terms in this TC to Customer's current electricity supplier listed on your electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If you are currently receiving standard offer or default electric generation service then your existing rate may be subject to change every six (6) months on April 1 and October 1. If you are currently receiving competitive electric generation service, your price and term are governed by your agreement with your current electricity supplier.

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ACCOUNT SCHEDULE:
For: Central Falls (RI), City Of
The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on May 1, 2019

Seller shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts and Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 37

| UDC | UDC Account Number | Service Address | Start Date | End Date | Energy Price Non TOU (\$/kWh) |
|------|--------------------|--|------------|----------|-------------------------------|
| NECO | 0156643024 | High St Pole 94A, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 0156703016 | Hadwin St SIG BTRF POLE 8 COTT, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 1398296011 | Fletcher St APT K BPAR POLE 1, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 1398324029 | Garfield St LOT BPRK POLE 10, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 1398421014 | Fales St SIG POLE 5, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 1870720014 | 580 Broad St, St LTS BST, Central Falls, RI 02863 | 06/21/19 | 12/19/22 | \$0.06990 |
| NECO | 2430234005 | Earle St P# 17 Park Lighting, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 2642800013 | Lonsdale Ave SIG BTRF POLE 167, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 2643312012 | Cowden St SIG BTRF POLE 14, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 2643464011 | High St SIG BTRF POLE 51, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 2643520014 | High St Sig BTRF POLE 40, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 2680677054 | High St FLD BBAL POLE 75, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 2680678024 | 67 Summit St City LHALL POLE 6, Central Falls, RI 02863 | 06/10/19 | 12/08/22 | \$0.06990 |
| NECO | 3210991006 | 406 Hunt St, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 3889643022 | Cor Dexter St SIG BTRF POLE 117-1, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 3890512010 | 405 Broad St SIG BSCH POLE 121, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 3890770012 | Broad St POLE 148, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 5136524014 | Lonsdale Ave SIG BTRF POLE 147-TR, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |

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|------|------------|---|----------|----------|-----------|
| NECO | 5136803010 | 364 Cowden St LTS BWAN POLE 32, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 5136847021 | Illinois St Sta BPOL 2 Garf, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 5137015014 | Washing St APT K BPAR POLE 8, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 5137104016 | Roosevelt Ave SIG BTRF POLE 17, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 6383463014 | Dexter St Kit BPRK POLE 99A, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 6383955017 | Darling St LOT BPRK POLE 12, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 6384045010 | Broad St SIG BTRF POLE 22 CRO, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 6384329020 | Roosevelt Ave LGT POLE 92, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 6420746029 | Blackstone St Pole 18A, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 6528503019 | 934 Dexter St, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 6529132023 | 1280 High St, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 7629724015 | Cowden St SIG BTRF POLE 19 COW, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 7629735018 | 557 Hunt St LTS BWAN POLE 45, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 7630298026 | Dexter St Kit BPRK POLE 91, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 7630745011 | 580 Broad St APT K BPAR POLE 71A, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 7630808022 | Roosevelt Ave SIG BTRF POLE 93, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 8877416010 | Broad St SIG POLE 128-1, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 8877479017 | Lonsdale Ave SIG BTRF POLE 184, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |
| NECO | 8878216014 | 580 Broad St SIG POLE 93, Central Falls, RI 02863 | 06/06/19 | 12/04/22 | \$0.06990 |

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SELLER AT 888-829-8738.

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