



PowerOptions Participant Agreement for the Sale and Purchase of Electricity (REAP)

This Participant Agreement for the Sale and Purchase of Electricity (“Participant Agreement” and/or “Agreement”) is made and entered into as of this 2 day of May, 2019 (“Contract Date”) by and between Constellation NewEnergy, Inc. (“Supplier”) with offices located at 116 Huntington Ave., Suite 700, Boston, MA 02116, and Central Falls (Ri), City Of, (“Participant”) with offices located at 580 Broad St CENTRAL FALLS, RI 02863-2835 . Supplier and Participant are individually referred to herein as a “Party” and collectively as the “Parties”.

Background

A. PowerOptions, Inc. (“PowerOptions”) is a non-profit corporation organized under the laws of the Commonwealth of Massachusetts and Section 501(c)(4) of the Internal Revenue Code. PowerOptions organized and administers the PowerOptions program to help its members purchase energy products and energy-related services for one or more facilities they own and/or operate.

B. The Rhode Island League of Cities and Towns (the “League”) operates an electricity aggregation program in Rhode Island known as the Rhode Island Energy Aggregation Program (“REAP”).

C. Supplier, PowerOptions and the League have entered into an agreement dated October 12, 2018, governing the terms and conditions by which Supplier and PowerOptions will provide electricity supply and other energy-related services to members of REAP (the “Master Agreement”). This Agreement is a part of that Master Agreement and cannot be modified without the express written consent of PowerOptions, the League and Supplier.

D. Participant is a member of PowerOptions pursuant to the terms of the Master Agreement and desires to procure Electricity from Supplier and Supplier desires to sell Electricity on the terms and conditions described herein.

The Parties, intending to be legally bound, agree as follows:

1. Definitions. These terms have the following meaning in this Agreement and/or in the Transaction Confirmation.

“**Account**” means the “Account” defined by the relevant LDC and identified in the Account Schedule set forth in the Pricing Confirmation and Transaction Confirmation (including any successor Account to such Account), and any mutually agreed upon amendments thereto, including adding new accounts to this Agreement in accordance with Section 27.

“**Ancillary Services and Other ISO Costs**” means for any billing period the applicable charges regarding ancillary services associated with the electric industry’s services and products, and/or as otherwise required by ISO-NE rules (including the applicable ISO Open Access Transmission Tariff and for other ISO-NE costs not otherwise included in any of the defined Cost Components set forth in the Transaction Confirmation), required to supplement wholesale Energy transactions in preparing for and facilitating delivery of Electricity to the Delivery Point as a full, firm requirements product meeting the full load requirements of the Participant, Supplier will reasonably determine an Account’s monthly Ancillary Services and Other ISO Costs based on the

Account's \$/kWh share of cost for Ancillary Services and Other ISO Costs or otherwise reasonable allocation method as Supplier may determine from time to time based on how Ancillary Services and Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by Supplier as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by Supplier.

"Basic Service" means the provision of electric generation service by an LDC to a customer not electing to have its electricity provided by a Competitive Supplier. As used herein the term "Basic Service" shall include, but not be limited to, programs such as "Default Service", "Standard Service", "Standard Offer," "Last Resort Service" and the like as those and similar terms are used in the state in which the Participant's Facility is located.

"Business Day" means any weekday other than (a) a day which is a bank holiday throughout the state where the Facility is located, (b) which is defined as a holiday by the North American Electric Reliability Council ("NERC"), the "NERC Additional Off-Peak days", ("NERC Holidays") or any successor organization thereto, or (c) such other day defined in writing by Participant as a holiday and provided to Supplier.

"Capacity Pass-through Option" means the option to fix or pass-through Capacity Costs as set forth in the attachments to the Pricing Confirmation and Transaction Confirmations (Exhibit B, Exhibit F, or Exhibit G, other exhibits as applicable).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Competitive Supplier" means any entity licensed by the State Public Utility Authority to sell Electricity to retail customers in the state in which the Participant's Facility is located.

"Confirm Date" means the date on which a Participant enters into a Pricing Confirmation or a Transaction Confirmation in accordance with Section 5.

"Contract Date" means the first Business Day after Supplier counter-signs the executed documents received from Participant as follows: 1) by telecopy, email or otherwise, a complete copy of the fully executed Agreement, including executed Exhibits such as, a signed Exhibit C and a Transaction Confirmation complete with respect to at least one Account, including with respect to such Account a copy of a LDC invoice dated within forty-five (45) days and any other usage data reasonably required by Supplier, and 2) any credit assurance as requested in Section 11. The Contract Date shall be inserted by the Supplier upon counter-signing the Agreement in the preamble to this Agreement as the date hereof.

"Contract Price" means the price for Electricity supplied hereunder as determined in accordance with Section 5 of this Agreement and Transaction Confirmation.

"Day-Ahead LMP" means the hourly integrated market clearing marginal price for the ISO zone applicable to each Account (expressed in \$/kWh) for Energy for the next operating day as determined by ISO-NE.

"Day-Ahead Purchase" means the Day-Ahead LMP purchase commitment made on behalf of the Participant of a certain quantity of Energy (hourly in MWs) on the day preceding the day in which the Electricity (which

includes the Energy component) for Accounts is to be delivered to the Delivery Point, representing the difference between forecasted load for the hour and Forward Purchases applicable to the hour as further defined in the Transaction Confirmation.

“Delivery Charges” means LDC tariff-based charges for transmission, distribution, and other LDC functions, required to deliver Electricity from the Delivery Point to the Receipt Point at the Participant’s Facility(ies).

“Delivery Point” means the point of interconnection between: (1) Pool Transmission Facilities (“PTF”) as designated by the ISO-NE tariff or superseding tariff as in effect from time to time; and (2) the facilities of the relevant LDC, at which point such LDC assumes the obligation associated with delivering electricity to customers within its territory.

“Due Date” means for (i) Standard Billing Services (LDC issued invoices), the last date on which a LDC bill to Participant for LDC services for any period may be paid by Participant without incurring a late fee by the LDC; or (ii) Supplier direct billing, 30th day after the invoice date subject to adjustment under Section 7.2.

“Electric Block Forward Purchase” means, as set forth in Transaction Confirmation (Exhibit G), the priced purchase commitment made on behalf of Participant of a certain quantity of Energy (expressed in MWs hourly or in “blocks” of hours¹) for a specific and identified period of time greater than one day, which will be a part of the Electricity which is to be delivered to the Delivery Point for such period of time.

“Electricity” means electric energy, capacity, ancillary services and all other products required to fulfill completely a retail electric transaction for firm full requirements retail electric service.

“End Date” means with respect to an Account, the Purchase Period ends (unless extended onto a Holdover Term) on or about the meter read date set forth in the Account Schedule set forth in the Transaction Confirmation. The applicable meter read dates set forth in Transaction Confirmation shall be determined in accordance with State Public Utility Authority and LDC rules and reflects LDC information available at that time or as otherwise estimated by Supplier. The actual meter read dates may occur on or about the dates set forth in Transaction Confirmation.

“Energy” means electrical energy, as measured in kilowatts (kW) per hour or kilowatt-hours (kWh), or megawatts (MW) per hour or megawatt-hours (MWh).

“Energy Costs” means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule in the Transaction Confirmation.

“Facility” means the premises or device that is provided electric service under an Account listed in Transaction Confirmation and in the Account Schedule set forth in the Transaction Confirmation. As used herein, Facility shall also mean Facilities, as applicable.

“FERC Order 745 Costs” means any costs or charges imposed by the ISO-NE in accordance with complying with the provisions of Federal Energy Regulatory Commission (“FERC”) in Order No. 745 18 CFR Part 35 (March 15, 2011).

“ICAP Tag” means the individual Participant’s actual Peak Load Contribution (“PLC”) on the ISO-NE Coincident Peak (“CP”) hour days. The tag is updated annually per the ISO-NE Power Year schedule and the value is measured in kilowatts (kW).

“Interval Account” means an Account for which hourly or more frequent consumption data is generally available.

“ISO-NE” and/or **“ISO”** means the Independent System Operator-New England, or any successor or replacement entity or other entity, public or private, administering transmission reliability and control of the electricity grid.

“Law” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, LDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the LDC metered usage and the ISO settlement volumes. If Line Loss Costs are **“Fixed,”** the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are **“Passed Through,”** the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

“Load Following Forward Purchase” means a fixed price for a stated percentage amount of Energy in lieu of a corresponding amount of Energy purchased at the Day-Ahead LMP Index as further described in the Transaction Confirmation (Exhibit F-1 and Exhibit F-2).

“Locational Marginal Price” (“LMP”) means the hourly marginal market clearing price for Energy in a Load Zone as determined by the ISO-NE.

“Local Distribution Company” (“LDC”) or **“Utility”** means an entity that owns the power distribution lines and equipment which is required to deliver purchased Electricity to the Participant, also known as an electric distribution company. The relevant LDC shall be the LDC within whose service area the Facility resides and that delivers electricity to the Account.

“Market Supply Cost” means the cost of the following ISO-NE products: energy, capacity, net commitment period compensation (**“NCPC”**), forward reserves, ISO-NE administrative fee, auction revenue rights (**“ARR”**), renewable portfolio standards requirements (**“RPS”**) and operating reserves and such other products as ISO-NE or a State Public Utility Authority from time to time determines are required components of full requirements retail Electricity service.

“Master Agreement” has the meaning set forth in the preamble to this Agreement.

“Members” means REAP members that have joined the PowerOptions consortium.

“Non-Time Of Use” or **“NTOU”** means all hours of each day.

“Non-Interval Account” means an Account for which hourly or more frequent consumption data is not generally available.

“Off-Peak” means all hours other than Peak hours

“On-Peak” or **“Peak”** means the hours designated as peak from time to time by the ISO-NE.

“Participants” means all Members entering into electric supply contracts with the Supplier under REAP and the PowerOptions program.

“Power Year” means the contract period between June 1 and May 31 of the following year.

“Pricing Confirmation” means the confirmation in the form of Exhibit B and the Pricing

Attachment, used by the Parties to effect a transaction based on the Fixed Pricing Option.

“Price Options” means the pricing alternatives with respect to Contract Prices available in accordance with Section 5 and as set forth in the Transaction Confirmation.

“Purchase Period” means, with respect to an Account, the period selected by Participant on the Pricing Confirmation or Transaction Confirmation, during which a Contract Price is effective. The term of the Purchase Period becomes effective on the Start Date and will continue until the next meter read on or about the End Date of Purchase Period.

“Real-Time LMP” means the hourly integrated market clearing marginal price for the ISO zone applicable to each Account (expressed in \$/kWh) for Energy on a real-time basis as determined by ISO-NE.

“Receipt Point” means, with respect to an Account, the relevant LDC’s metering point(s) or a point(s) designated by the LDC and located at the Facility.

“Reference Pricing” means the binding pricing options and indicative prices provided by Supplier to the League as a part of the competitive solicitation conducted by the League in connection with the execution of the Program Agreement.

“Start Date” means, with respect to an Account, the Purchase Period begins on or about the meter read date set forth in Transaction Confirmation, subject to the time period required by the LDC and Supplier to transfer Accounts in a timely manner. The Start Date shall be the date upon which prices are to become implemented. The applicable meter read dates set forth in Transaction Confirmation shall be determined in accordance with State Public Utility Authority and LDC rules. The actual meter read dates may occur on or about the dates set forth in Transaction Confirmation.

“State Public Utility Authority” means the applicable public utility authority for the state where the Facility is located. By way of example, the Massachusetts Department of Public Utilities (MDPU), the Connecticut Public Utilities Regulatory Authority (PURA), the Rhode Island Public Utilities Commission (RIPUC), or any successor agencies thereto.

“Submission Date” means the date on which a Participant enters into a Pricing Confirmation or a Transaction Confirmation in accordance with Section 5.

“Term” means the term of this Agreement as determined in accordance with Section 2.

“Transaction Confirmation” means the confirmation in the Form of in Exhibit B, Exhibit F-1, Exhibit F-2, Exhibit G, Exhibit H and Exhibit K (K-1, K-2, K-3 and K-4) as applicable, used to confirm transactions entered into under this Agreement

“Transmission” means high voltage interconnecting electric lines, equipment and systems that move Electricity from the point of generation to Delivery Points.

“Transmission Loss Credits” means Participant’s share of amounts credited to Supplier by the ISO under the ISO’s marginal loss construct

2. Term.

This Agreement shall commence as of the Contract Date with respect to Accounts listed on the Account Schedule set forth in Transaction Confirmation for which the conditions required prior to the Contract Date have been satisfied, and shall remain in effect until May 31, 2022, subject to the Purchase Period selected by Participant. The Parties intend that they are legally bound by the terms of Pricing Confirmation or Transaction Confirmation whether entered into via (i) electronic (including e-mail) transmission solely by designated

authorized persons listed in Section 34 or (ii) a duly executed, written Pricing Confirmation or Transaction Confirmation. Termination shall not affect the obligations of either Party that arise prior to termination. Supplier shall be the supplier for all Electricity supplied from external sources for each Account for the Term. Notwithstanding the above, prior to entering into a Participant Agreement and/or Pricing Confirmations, Supplier must have received all required information from Participant and valid pricing/usage data for each of the Accounts from the LDC in accordance with requirements set forth below.

2.1 Holdover. Sixty (60) days prior to the End Date, Supplier will notify Participant, with copies to the League and PowerOptions of the upcoming end to the Purchase Period. The notice will include the End Date and a request to contact the Supplier with contact information. If the Participant fails to respond to the Supplier or PowerOptions within thirty (30) days of the End Date, then Supplier will return the Account(s) to the LDC. If the Participant does respond but does not agree to a new Contract Price within thirty (30) days of the End Date, Participant shall go on a month-to-month holdover term. Further, if, following termination or expiration of a Pricing Confirmation or Transaction Confirmation (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the LDC as being supplied by Supplier, Supplier may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Supplier will calculate Participant's invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) *times* (the applicable ISO-published LMP) + the \$/kWh Holdover Fee set forth in each Pricing Confirmation or Transaction Confirmation) + (a pass through of all actual costs and charges incurred by Supplier for the retail supply of electricity to Participant) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either Party may terminate the holdover term at any time within its discretion at which time Supplier will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

3. Account Enrollment.

3.1 Supplier shall work with the relevant LDC to enroll Accounts listed on Transaction Confirmation in a timely manner within the Purchase Period. The Purchase Period 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 Transaction Confirmation in accordance with the terms of this Agreement. The actual Start Date is dependent on the LDC successfully enrolling the Account(s) and furnishing Supplier with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Transaction Confirmation reflect LDC information available at that time or as otherwise estimated by Supplier. The actual meter read dates may occur on or about the dates set forth in the Transaction Confirmation. Supplier will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth in Transaction Confirmation. If Supplier is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled LDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term pursuant to Section 2.1. Supplier shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances reasonably beyond its control. If Supplier fails to timely effect an enrollment after a grace period of two billing cycles consistent with this Agreement, the Parties shall implement a true-up reimbursing Participant for any increase in costs associated with a positive difference between the rate for such Basic Service actually paid by Participant and the relevant Contract Price each as in effect during the affected period; provided, however, a true-up will not be owed in cases where such delay is attributable to circumstances reasonably beyond Suppliers control such as LDC error or inaccuracy of Participant provided information, not corrected in time to meet enrollment schedules herein, notwithstanding a good faith effort by Supplier to meet such deadlines.

3.2 Supplier shall, subject to Section 5.2, timely take such actions within its reasonable control, including without limitation filing a complete and accurate drop transaction notice with the relevant LDC, necessary and convenient for Participant to receive Basic Service with respect to an Account during any period in which no Contract Price is in effect. If Supplier through its own fault fails to timely effect any such drop, the Parties shall reasonably implement a true-up reimbursing the Participant for any increase in costs associated with a positive difference between the rate for such Basic Service and the relevant Contract Price, each as in effect during the affected period.

3.3 Supplier shall notify Participant within five (5) Business Days (with a copy to the League) if Supplier learns that an LDC has removed an Account from supply and placed it on Basic Service, other than in connection with the expiration of a Pricing Confirmation or Transaction Confirmation in the form of Exhibits B, F, or G, as applicable. In addition, unless promptly instructed otherwise by Participant upon learning of such change in supply status, Supplier shall use reasonable efforts to obtain reinstatement of such Account's enrollment and observe the terms applicable to the remainder of its Pricing Confirmation or Transaction Confirmation in the form of Exhibits B, F, or G, as applicable. If a gap in Supplier's enrollment extends more than the second billing cycle due to a failure of Supplier, the Parties shall reasonably implement a true-up reimbursing the Participant for any increase in costs associated with a positive difference between the rate for such Basic Service and the relevant Contract Price each as in effect during the affected period. Notwithstanding the above, if Account(s) are moved to the Basic Service due to changes reasonably beyond Supplier's control, including without limitation (i) any change to the name or assignments associated with the Account(s); (ii) the closing of an Account; and (iii) an assignment by the LDC and/or ISO-NE of a new account number to any existing service addresses listed in Transaction Confirmation, then Participant shall be obligated to pay the Basic Service rate until the Account(s) are successfully re-enrolled with the LDC to receive service from Supplier. To the extent possible, Participant shall notify Supplier as soon as possible of any changes to their Accounts associated with assignment or names changes. In such event where such gap in enrollment extends for more than two billing cycles and where such gap is attributable to Participant, then Participant may owe Supplier a true up in an amount (if any) calculated in accordance with Section 10.2.1(A) for the period of time in which the Account(s) was not enrolled under this Agreement.

4. Full Requirements

4.1 For each Account, beginning on the Start Date, Participant agrees to purchase and Supplier agrees to supply, by delivery to the Delivery Point, electric energy, capacity, ancillary services and all other products required to provide firm, full requirements retail Electricity (Full Requirements Electricity) for each Account during each Purchase Period. Supplier shall provide Participant's total Electricity requirements at each Receipt Point. Supplier shall be responsible, only to the extent specifically accepted by Participant in a Pricing Confirmation or Transaction Confirmation, for all requirements and associated costs imposed on Competitive Suppliers by a relevant LDC or ISO-NE, or their successors, associated with the provision and delivery of such firm full requirements Electricity, except as provided in Section 4.3.

4.2 Supplier shall deliver the Electricity to Participant through its LDC(s). Although the Electricity supplied hereunder shall be firm, Supplier shall not be responsible for operation of the electric lines and systems or for any service interruptions, loss of service or deterioration of electric services caused by the LDC(s) and/or ISO-NE and/or transmission lines, equipment and systems.

4.3 Supplier shall be responsible for all nominations, balancing and any penalties and charges related thereto. For Accounts subject to any applicable Section 5.5 Price Options, Energy needed to balance Participant's hourly loads will be subject to such pricing as described therein. Supplier shall also be responsible for all transmission, distribution and other charges required to deliver Electricity up to the Delivery Point. Participant shall be responsible for Delivery Charges imposed by the LDC at and after the Delivery Point.

5. Contract Price

5.1 Supplier shall supply and Participant shall pay for Electricity at the prices set forth in the relevant Pricing Confirmation or Transaction Confirmation hereto, including attachments, applicable to the calendar month of delivery, the classification of the relevant Account by the LDC, and options regarding "pass-through" costs, if any ("Contract Price") (which price, calculated to five significant figures, includes electric energy, capacity, ancillary services and all other products required to provide firm, full requirements retail Electricity for each Account and losses, to the extent not included in the applicable LDC's unbundled transmission and distribution tariffs). Participant understands and acknowledges that Supplier has no obligation to offer binding pricing until

it has been provided all required credit information and valid Account pricing/usage data from the LDC in accordance with the terms set forth in this Agreement.

5.2 Participant shall enter into a Pricing Confirmation (Exhibit B) or Transaction Confirmation (Exhibit F for the Layered Usage Price Option or Exhibit G for the Portfolio Price Option) to begin the Purchase Period for Accounts selected by Participant on the applicable Confirmation form. Supplier's responsibility for supply of Electricity and the effectiveness of a Contract Price with respect to each such Account shall begin on the Start Date applicable to such Account. Following the Start Date, the start and end of each Contract Price, and the succession between Contract Prices shall be determined by separate Pricing Confirmations or Transaction Confirmations, identifying the applicable Purchase Period(s). In accordance with Section 3.2, Supplier shall timely take such actions within its reasonable control, including without limitation filing a complete and accurate drop transaction notice with the relevant LDC, necessary and convenient for Participant to receive Basic Service with respect to an Account during any period for which there is not effective pricing under a Pricing Confirmation or Transaction Confirmation with respect to such Account.

5.3 Fixed Pricing Options

For purposes of clarification, this Section shall not apply to the Price Options described in Sections 5.5.3 and 5.5.4.

(a) Routine Pricing Offers. On any Business Day following the Contract Date, if Participant (or PowerOptions on behalf of Participant) has by 11:00 a.m. ET the previous Business Day provided Supplier with (1) a request for pricing for one or more Accounts and (2) with respect to any such Accounts, Supplier has data for a twelve (12) month period of pricing/usage data available from the LDC ending no more than six (6) months prior to the date of such request, Supplier shall, prior to 10:30 a.m. ET on the Business Day, provide Participant (with copies to the League and PowerOptions) with the corresponding prices at which Supplier offers to sell Electricity with respect to such Accounts pursuant to each of the Price Options applicable to such Accounts for which the Supplier provided Reference Pricing (unless a subset of such prices is requested). Such pricing shall include each of the Price Options for the immediately following period or periods of Basic Service pricing (currently only successive 3 or 6 month periods) and for annual periods ending May 31 of 2020, 2021 and 2022 (or such other periods as requested by PowerOptions or Participant ending not later than May 31, 2022). Such prices shall remain open for acceptance by such Participants by entering into a Pricing Confirmation at or before 5:00 p.m. ET on the Business Day such pricing is provided.

(b) Overnight Pricing Offers. In addition to the pricing request and delivery times set forth in Section 5.3(a), on any Business Day following the Contract Date, if Participant (or PowerOptions on behalf of Participant) has by 3:00 p.m. ET on such Business Day requested pricing otherwise in the manner set forth in Section 5.3(a), Supplier shall, prior to 4:00 p.m. ET on such Business Day provide Participant (with copies to the League and PowerOptions) with the corresponding prices at which Supplier offers to sell Electricity with respect to such Accounts pursuant to each of the Price Options applicable to such Accounts for which Supplier provided Reference Pricing (unless a subset of such prices is requested). Such pricing shall include each of the Price Options for the immediately following period or periods of Basic Service pricing and for annual periods ending May 31 of 2020, 2021, and 2022 (or such other periods as requested by PowerOptions or Participant ending not later than May 31, 2022). Contingent upon notice provided to Supplier prior to issuing Pricing Offers, in cases where the Participant requires approval by its governing body in a meeting after 5:00 p.m. ET on such Business Day, such prices shall remain open for acceptance by such Participant by entering into a Pricing Confirmation at or before 10:00 a.m. ET on the Business Day following the Business Day such pricing is provided. Notwithstanding the foregoing, Supplier shall have the right to revoke overnight pricing offers in accordance with Section 5.3(f) below.

(c) Converting to Fixed Price. If Participant has previously exercised the Capacity Pass-Through Option, or has elected other Cost Components to be Passed Through for any current or future period with respect to one

or more Accounts, then Participant may request that such pricing be made fixed pursuant to Section 5.3(a) so that the price is inclusive of Capacity Costs or other Passed-Through Cost Components. To the extent available on commercially reasonable terms in the New England wholesale electric market, Supplier shall offer such replacement or supplement Price Option which shall be determined on the same basis as the Reference Pricing, including adjustment to reflect specific individual Participant factors and over the term of the replacement Price Option, without interest or similar charges, the cost or benefit resulting from any termination of the previous Price Option, taking into account only the change in applicable New England capacity costs since the initial exercise of such Price Option and the prior sourcing of such previous Price Option.

(d) All pricing offered by Supplier hereunder shall be determined on the same basis as the Reference Pricing and shall vary from such pricing for differences (including but not limited to) in Market Supply Cost, LDC rate class to the extent not provided in the Reference Pricing, individual Participant load shape, voltage level, administrative costs associated with the number of accounts, start and end dates (to the extent different from the start and end dates set forth in the Reference Pricing), creditworthiness, and the zone and/or any node, if applicable, established by ISO-NE.

(e) All price quotes will exclude taxes applicable to the Participant.

(f) Prices offered by Supplier under this Section 5.3 shall remain open for acceptance by Participant entering into a Pricing Confirmation, at or before 5 p.m. on the day such pricing is offered; provided, that prices offered under Section 5.3(b) shall remain open for acceptance by Participant entering into a Pricing Confirmation at or before 10:00 a.m. on the Business Day following the Business Day such pricing is provided. Participant shall be deemed to have entered into a Pricing Confirmation with Supplier with respect to one or more Accounts when it has executed and caused Supplier to receive, by telecopy, email or otherwise, a fully completed Pricing Confirmation with respect to such Accounts and Supplier has counter-signed the Pricing Confirmation. As set forth in Section 5 hereof, no Contract Price shall go into effect less than five (5) Business Days following the Submission Date of the associated Pricing Confirmation.

Notwithstanding the foregoing provisions of this Section 5.3(f):

(i) If, after 10:30 am ET on any day during the summer months of April-October an offer by Supplier pursuant to Section 5.3(a) is effective, the price of natural gas (measured as the unweighted forward 12 month strip, Henry Hub location, beginning with the month next following the current month (the prompt month)) increases by \$0.10 per dekatherm, then Supplier may revoke such offer by providing notice (to Participant, the League and PowerOptions) and a replacement offer shall be made as soon as possible following such notice to revoke the offer; and

If, after 10:30 am ET on any day during the summer months of April-October an offer by Supplier pursuant to Section 5.3(a) is effective, the price of natural gas (measured as described above) decreases by \$0.10 per dekatherm, then Supplier shall revoke offered pricing not yet accepted by Participant and replace it as soon as possible following notice of such revocation (to Participant, the League and PowerOptions).

(ii) If, after 10:30 am ET on any day during the winter months of November-March an offer by Supplier pursuant to Section 5.3(a) is effective, the price of energy in ISO-NE (measured as the unweighted forward 12 month strip) increases by \$1.00 per MWh or more from the same strip on such day, then Supplier may revoke such offer by providing notice (to Participant, the League and PowerOptions) and a replacement offer shall be made as soon as possible following such notice to revoke the offer; and

If, after 10:30 am ET on any day during the winter months of November-March an offer by Supplier

pursuant to Section 5.3(a) is effective, the price of energy in ISO-NE (measured as the unweighted forward 12 month strip) decreases by \$1.00 per MWh or more from the same strip on such day, then Supplier shall revoke offered pricing not yet accepted by Participant and replace it as soon as possible following notice of such revocation (to Participant, the League and PowerOptions).

5.4 Optional Programs. Supplier offers a variety of optional programs Participant may elect to include as part of this Agreement. The additional options are set forth as checkbox elections in Exhibit B (or under other exhibits as may be provided under this Agreement) and include additional terms and conditions that become part of the Transaction Confirmation. Participation in these programs is voluntary and if interested, Participant must check the box in Exhibit B and execute a Transaction Confirmation. The optional programs include the following:

5.4.1 Peak Response Program (Exhibit L). Participants who elect a Fixed Pricing option without Capacity Pass-Through option and elect a term for 24 months or longer can elect to participate in the Peak Response Program. Supplier's wholesale market expertise and team of meteorologists work to predict the New England peak summer hour to help Participant manage their installed capacity ("ICap") tags. Upon review of the terms and conditions set forth in Exhibit L, Participant will automatically be enrolled in the Peak Response Program and will receive a Day-before and Day-of notifications alerting them of a possible peak day. Participants with interval meters (at a maximum interval of one hour) on a Fixed Capacity product (as defined in the Transaction Confirmation) benefit from a credit, based on curtailment performance against a baseline value. A Participant with interval meters (at a maximum interval of one hour) on a Fixed Capacity product can benefit from a reduced peak load contribution (PLC, as defined in Attachment 2 to Exhibit B) and therefore a lower monthly Capacity charge when a new Purchase Period is priced.

5.4.2 Information to Implementation (i2i) Reporting Service (Exhibit H). A complimentary, value-added reporting service is available to Participants who elect a Layered or Portfolio Price Option upon Participant's review of the terms and conditions in Exhibit H. The i2i Reporting Service has two main components. The first is a series of reports (Key Performance Indicators (KPI), Cost/Budget, Net Open Position) for Participants who have executed a Transaction Confirmation. These reports provide Participant with detailed information about their expected versus actual monthly/annual usage, unit cost and spend. A Participant may receive KPI reports regardless of what product they employ to secure their electricity requirements. The second component, the Energy Strategy Planner (ESP) helps Participant considering either a Layering (Percent of Requirements-FIS Product) or Portfolio (Index plus Block Product) strategy to better understand future budgets and formulate their prospective hedging strategies. It includes a projected budget with high and low cost case scenarios for five purchasing strategies of 0%, 25%, 50%, 75%, 100% of the existing open load position. It is also possible to run custom strategies with specific purchase scenarios by month, for both on and off-peak load.

5.4.3 Fixed Price Option with Green-e Renewable Energy Certificates "RECs" Product (Attachment 2 to Exhibit B). Upon entering into a Fixed Price Transaction Confirmation, Participant can check the box on Exhibit B to include the purchase of Green-e RECs in an amount equal to a certain percentage of Participant's load (between 1%-100%) as part of the Contract Price. Also, at any time during the term of the Transaction Confirmation, Participant may purchase RECs by entering into one or more Retail Trade Transactions ("RTTs", as set forth in Exhibit K-2 and K-3) and such purchase will be included as a separate line item on the Participant's invoice. With the purchase of RECs, that are not included in the Contract Price, the only billing option allowed is a Supplier issued invoice; LDC issued invoice is prohibited.

5.5 Additional Pricing Alternatives. (capitalized terms used herein but not defined will have the meanings ascribed to them in the Exhibits, Pricing Confirmations and Transaction Confirmations).

5.5.1 Fixed Price with Capacity Passed Through. This product is the same structure as Fixed Price whereby Participant will secure the same fixed rate-per-kWh at a single point in time including all Cost Components except Capacity Costs. Participant may elect to have Capacity Costs “Passed-Through,” according to the following formula for each LDC Account: capacity obligation (as reported by the LDC to ISO-NE) ISO-NE x ISO-NE capacity price x ISONE reserve margin). Capacity Costs will be shown as a separate line item on a Participant’s bill issued by the Supplier. Participant’s capacity tags change June 1st each year and may be modified by the LDC; capacity prices determined by ISO-NE are known for three years in advance and are periodically adjusted through reconfiguration auctions; reserve margin percentages determined by ISO-NE change modestly from month to month with each capability year (June 1 – May 31).

5.5.2 Fixed Price with Other Cost Components Passed-Through. In addition to electing to pass through Capacity Costs, Participant may also elect to have any individual or combination of the following Cost Components “Passed-Through”: renewable portfolio standard (“RPS”); MA Clean Energy Standards (“CES”); FERC 745; Ancillary Services and ISO Costs bundle (cannot be separated and includes RMR, forward reserves, day ahead operating reserves, real time operating reserves, regulation, TR schedule 2 and 3, GIS). All Cost Components that are Passed-Through will be shown as a separate line items on a Participant’s bill issued by Supplier. All Cost Components that Participant elects to pass through are determined as the Participant’s share of those costs as billed to the Supplier. In all Transaction Confirmations, even full pass-through contracts, both Transmission Loss Credits (TLC) and Auction Revenue Rights (ARR) must be locked.

5.5.3 Portfolio (Index plus Block (IPBS) - Exhibit G). Participant may secure kW blocks of energy monthly for specified terms (one to 48 months). Block purchases may be made for service ATC (around the clock), Peak, Off Peak, and in combinations either on a monthly or meter-read basis. Participant will request to make a purchase of blocks at least ten (10) Business Days prior to Participant’s Start Date for such purchase and Supplier will make block amounts available to the Participant in a commercially reasonable time frame to effectuate the transaction. Purchases will be made by execution of Retail Trade Transaction Confirmation (in a form similar to Exhibit K-1), which will include the details of the purchase. The block size purchased will be limited to a quantity that is below Participant’s anticipated usage. Participant may be charged for usage above or below the blocks (“balancing energy”) purchased at locational marginal prices (LMPs) on either the Day Ahead or Real-Time index market on a monthly basis as set forth in the Transaction Confirmation. Line losses are billed at each Account’s known line loss %. Participant may also elect to lock or pass through the non-energy Cost Components listed under Section 5.5.2 above in their “Retail Service Price”. The Retail Service Price includes, at a minimum, TLC, ARR, and Supplier margin. All Passed-Through Cost Components will be shown as separate line items on a Participant’s bill issued by Supplier. The Transaction Confirmation (Exhibit G) will include Participant’s elections to fix or pass through Cost Components. If Participant elects to pass through any Cost Components, then the only billing option would to receive a Supplier issued invoice.

Prior to initial initiation of this Agreement, Supplier and Participant shall confer about the mechanics of the Portfolio Price Option, the then current outlook for forward and Day Ahead LMP, and opportunities for the Portfolio Option to address the Participant’s expectations for pricing. The Supplier and Participant may confer up to 12 times annually to discuss strategy for purchasing.

If Participant elects to receive i2i Services Reports (as described above in Section 5.4.2 and in Exhibit H), then they will receive the following reports: Key Performance Indicators, Cost/Budget, Net Open Position. These reports provide Participant with detailed information about their expected versus actual monthly/annual usage, unit cost and spend.

5.5.4 Layering Price Option (Percent-of-Requirements (FIS) - Exhibit F-1). Rather than kW blocks, Participant may secure future electricity requirements over time through load-following “layers” in minimum increments of 5% per purchase via a Retail Trade Transaction (“RTT”, Exhibit K-1). Should 100% of energy be secured forty-five (45) days before power flow for a given term, Participant may “flip” to a weighted fixed price by executing a FIS-to-Fixed RTT, Exhibit K-4. As a result, a Fixed Price is still achieved, but through multiple purchases over time as opposed to a single purchase. Layers may be secured for specified terms (one to 48 months). If Participant has a remaining percentage of energy not secured for a given service period (“balancing energy”), then the price of energy shall be the locational marginal prices (LMPs) on either the Day Ahead or Real-Time index market on a monthly basis as set forth in the Transaction Confirmation. Line losses are billed at each Account’s known line loss %. Participant may also lock or pass through the non-energy Cost Components listed under Section 5.5.2 above in their “Retail Service Price.” The Retail Service Price includes, at a minimum, TLC, ARR, and supplier margin x kWh usage each month. All Passed-Through Cost Components will be shown as separate line items on a Participant’s bill issued by Supplier. Identification of the Cost Components and Participant’s election for each of the Cost Components shall be set forth in the Cost Components Table in Transaction Confirmation.

Prior to initial initiation of this Agreement, Supplier and Participant shall confer about the mechanics of the Layering Price Option, the then current outlook for forward and Day Ahead LMP, and opportunities for the Layering Option to address the Participant’s expectations for locking in pricing for a percentage of Participant’s usage. The Supplier and Participant may confer up to 12 times annually to discuss strategy for purchasing.

Load-following *layers* can be secured as follows:

1. Transitionally – Participant may secure a certain % of a future term on a given day, executing a Retail Trade Transaction (“RTT”, in a form similar to Exhibit K-1). The RTT will list the % of load to be secured, for what delivery (ATC, On Peak, Off Peak) and for what timeframe (RTT Start Date/RTT End Dates). Participant will request to make a purchase of a load-following layer at least ten (10) Business Days prior to Participant’s Start Date for each Account and Supplier will make load-following layer purchase amounts available to Participant in a commercially reasonable time frame to effectuate the transaction.

2. MVPe “smart buying” Program (Exhibit F-2) – Participant elects to buy all or a certain percentage of their future load for a given term through automated *smart buying*. Volumes purchased can be:

- the same each month (straight dollar-cost averaging) or
- vary each month based on Supplier’s proprietary algorithm (current prices relative to past two-years)
- automatic purchases are made on the 6th of each month, unless the 6th falls on a weekend or holiday, in which case the purchase is made the next available business day.

The details for the Participant’s MVPe buying strategy will be contained in Exhibit F-2.

If Participant elects to receive i2i Services Reports (as described above in Section 5.4.2 and in Exhibit H), then they will receive the following reports: Key Performance Indicators, Cost/Budget, Net Open Position. These reports provide Participant with detailed information about their expected versus actual monthly/annual usage, unit cost and spend.

5.5.5 Purchase of Green-e RECs: All electricity products may be “greened up” through the purchase of Green-e Renewable Energy Certificates (RECs), separate from any RPS requirements. Green-e REC purchases can be shown as a separate line item on a Participant’s bill issued by Supplier or bundled into the cost of their Fixed Price electricity supply. Participant can incorporate percentages of green (from 1% to 100%) into any product in this Section 5.5. Executed agreements to purchase RECs will include the Green E terms and conditions and a Green-E certified REC certificate. In the event that Participant is interested in purchasing RECs from specific states and/or different classes, then Supplier may consider offering such RECs at agreed upon terms and conditions.

5.6 Contract Price Adjustments.

(a) If the LDC changes any Account subject to a Price Option from primary voltage to secondary voltage, or vice versa, Supplier may, following notice to Participant, prospectively adjust the Contract Price to reflect the resulting change in the applicable LDC loss factors.

(b) If the LDC reduces the Non-PTF loss factors applicable to any Account, Supplier may, within thirty (30) days, prospectively downwardly adjust the Contract Price applicable to such Account for the duration of the Contract Price.

5.7 Accounts without Usage History.

Notwithstanding the above provisions of Section 5, if an Account included on a Pricing Confirmation or Transaction Confirmation has, at the time of request for a quotation of a Contract Price, been then-recently established and is without sufficient consumption history or other information needed to develop a reasonable usage profile for quotation for the requested period of a Pricing Confirmation or Transaction Confirmation, as applicable, the Supplier and Participant shall develop an acceptable pattern of usage for purposes of pricing the Account, including hourly usage, if needed. Such Account’s Contract Price will, unless otherwise agreed by the Parties, use the Capacity Pass-through Option, and the fixed prices will be applicable to the agreed usage amounts, subject to a 10% bandwidth allowance applicable to each relevant period of pricing, e.g., hourly or monthly. To the extent Participant’s usage levels exceed the bandwidth, the Energy component of such excess requirements may be billed at the Day-Ahead LMP and/or Real-Time LMP applicable to the Load Zone of the Facility and will also be subject to applicable line losses and a fixed adder, excluding capacity costs from the fixed adder. The retail service fee (fixed adder) applicable to the Account shall be detailed on such Exhibit G or Exhibit F.

6. Losses.

Contract Price shall include all transmission and distribution losses associated with the delivery of Electricity supplied under this Agreement to Participant’s meters, and not included in the LDCs retail distribution tariffs. Specifically, all billing quantities shall be equal to the applicable meter reading quantities and shall not be adjusted or grossed up for losses.

7. Billing and Payment.

7.1 Under Standard Billing Service (LDC issued invoices, including Supplier charges), for Fixed Price Option products only, as provided under applicable laws and State Public Utility Authority regulations (*i.e.*, the LDC bills both Delivery and Supplier Charges), Supplier shall cause the Participant’s LDC(s) to bill Participant monthly with respect to such Accounts for Electricity provided hereunder, contemporaneously with such LDC’s billing for services with respect to the same period, with payment for both Delivery and Supplier charges due to the LDC on the Due Date. Any LDC fees for said billing service shall be the responsibility of Supplier.

Participant will be responsible for LDC Delivery Charges applicable to retail customers being served by competitive suppliers. Participant will remit all payments directly to said LDC. Receipt of payment by the LDC from Participant with respect to a bill shall be deemed to be receipt by Supplier. The right of Participant to offset, and the rate and calculation of interest on overdue amounts, shall be the same as those that would be applicable, were Participant taking Electricity supply from the applicable LDC.

In the event there are monies which are the subject of a properly effectuated good faith dispute with Supplier which cannot be withheld from payments to the Supplier via the LDC, Supplier shall promptly refund or credit Participant with any agreed-to refund upon resolution of such dispute.

7.2 Standard Billing Service is only available for Fixed Price Options. All other Price Options must be separately billed directly from the Supplier to the Participant. Upon notice to the Supplier and the relevant LDC, a Participant with a Fixed Price may switch to direct billing by the Supplier. For all other Pricing Options, Supplier's invoices will be sent to Participant in accordance with Supplier's normal billing cycle, as adjusted from time to time consistent with the applicable LDC meter read dates. The Supplier issued invoices are due and payable on the Due Date and, unless otherwise provided for herein, are due without offset or reduction of any kind.

If Participant in good faith disputes any invoice amount (or Supplier issued invoices), then Participant shall continue to pay any undisputed amount and withhold such disputed amount from payment to Supplier so long as Participant provides written notice to Supplier of the nature and extent of the dispute on or before the Due Date. Upon resolution of a dispute, Supplier shall pay any agreed-to refund to Participant or Participant shall pay to Supplier the agreed-to resolution amount, as the case may be. Invoices not paid on or before the Due Date will accrue interest daily on outstanding amounts (other than any disputed amounts) from the Due Date until paid in full.

If Participant enters into a Pricing Confirmation or Transaction Confirmation with respect to an Account then not subject to a Contract Price and the Start Date is less than twelve (12) Business Days from the day after the Submission Date of the Pricing Confirmation or Transaction Confirmation, as applicable, Supplier may at its option elect direct billing for all charges hereunder with respect to such Account during the first billing cycle (and only such first billing cycle) such Pricing Confirmation or Transaction Confirmation, as applicable, is in effect.

To the extent that the relevant LDC does not provide accurate usage information with respect to one or more Accounts in a timely manner, or ISO-NE does not supply in a timely manner relevant data needed to determine the Contract Price, Supplier may use reasonable estimates of usage or ISO-NE data during the relevant month in preparing bills, provided that Supplier shall perform a corresponding true-up to actual usage and data in connection with the bill with respect to the following month or the next month following availability of actual usage or data. Notwithstanding anything to the contrary in this Agreement, no situation or state of affairs, including any action or inaction by either Party, arising from or relating to any failure of the LDC or ISO-NE to provide accurate information to either Party may constitute or give rise to a default by Participant.

7.3 Summary Billing. In the event Supplier has initiated delivery of Electricity and direct billing is implemented, at Participant's option Supplier shall, to the extent it has the technical capability, consolidate on a single bill format ("Summary Billing"): (1) multiple Accounts with a common meter reading date within any LDC; or (2) for each monthly billing period multiple Accounts within any LDC.

7.4 Participant acknowledges that any costs assessed by the LDC or any third party as a result of Participant's switch to or from Supplier, including but not limited to switching costs, are not included in the Contract Price and shall be the responsibility of the Participant.

7.5 All invoices (including adjustments thereto) are conclusively presumed final and accurate unless such invoices are objected to by either party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered; provided, however, Supplier may rebill based on post-period audits or adjustments made by the NE-ISO, LDC, or other governmental authority, commission or agency with jurisdiction in the state in which the Accounts are located.

8. Failure to Pay.

If Participant has not paid in full for Electricity on the Due Date, then Supplier may:

8.1 After advance written notice to Participant, the League and PowerOptions, accrue a late payment charge on any overdue amount at the lesser of 1.5% per month or the highest rate permitted by law.

8.2 If any overdue amount continues to be unpaid following the thirty (30) days written notice to cure provided in Section 10.1.1 below, Supplier may continue to apply a late payment charge on the overdue amount as provided above and, following ten (10) days written notice (which written notice shall be issued separately from any bill and only after the expiration of such thirty (30) days' notice to cure provided in Section 10.1.1 below), if Participant has failed to pay such overdue amounts, Supplier may, in accordance with Section 10, elect to terminate this Agreement as to the Accounts so overdue, collect an amount calculated in accordance with Section 10.2.1(A) and transfer service to the LDC in accordance with the procedures set forth in Section 10.3.

9. Guarantee/Financial Assurance.

In connection with the execution and delivery of this Agreement by the Parties, Supplier shall provide to PowerOptions (for its benefit and the benefit of certain participants) an executed Parent Guaranty of Exelon Generation Company, LLC, the parent corporation of Constellation NewEnergy, Inc. in the form attached hereto as Exhibit A.

10. Default and Termination.

10.1 Event of Default. Except with respect to the failure of Participant to pay, which is addressed exclusively in Section 8 above, an event of default (an "Event of Default") shall be deemed to exist upon the occurrence of any one or more of the following events:

10.1.1 failure by either Party to meet any payment obligation hereunder, if such failure continues for a period of thirty (30) days following written notice of such failure;

10.1.2 failure by either Party to perform fully any other material obligation hereunder if such failure continues for a period of thirty (30) days following written notice of such failure, provided that if such failure cannot be cured within thirty (30) days, as long as the defaulting party diligently pursues a cure, such period shall be extended to ninety (90) days, unless such failure is as to an obligation to pay amounts due;

10.1.3 if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of either Party, or of any of the property of either Party, shall be appointed, and such receiver or liquidator or trustee shall not have been discharged within a period of sixty (60) days; or if by decree of such a court, either Party shall be adjudicated bankrupt or insolvent, or any substantial part of the property of such Party shall have been sequestered, and such decree shall have continued undischarged and unstayed for a period of sixty (60) days after the entry thereof, or if a petition to declare bankruptcy or to reorganize either Party pursuant to any of the provisions of the

federal bankruptcy code, as it exists from time to time, or pursuant to any other similar state statute applicable to such Party in effect from time to time, shall be filed against such Party and shall not be dismissed within sixty (60) days after such filing; or

10.1.4 if either Party shall file a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consent to the filing of any bankruptcy or reorganization petition against it under any similar law, or, without limitation to the generality of the foregoing, if either Party shall file a petition or answer or consent seeking relief or assisting in seeking relief in a proceeding under any of the provisions of the federal bankruptcy code as it exists from time to time, or pursuant to any similar state statute applicable to such Party in effect from time to time, or an answer admitting the material allegations of a petition filed against it in such a proceeding, or if either Party shall make an assignment for the benefit of its creditors, or if either Party shall admit in writing its inability to pay its debts generally as they become due, or if either Party shall consent to the appointment of a receiver or receivers, or trustee or trustees, or liquidator or liquidators of it or all or any part of its property.

10.1.5 failure by either Party to maintain in effect at all times the Financial Assurance in accordance with the terms of Section 9 above and terms of Credit Assurance Section 11 below; and.

10.1.6 any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within thirty (30) days after written notice from the other Party.

10.2 Remedies. Upon the occurrence and during the continuation of any Event of Default hereunder, the Party not in default shall have the right:

10.2.1 following all applicable notice and cure periods, to terminate this Agreement in whole or with respect to the Account(s) which is the subject of the Event of Default, if less than all, upon thirty (30) days written notice to the defaulting Party if the Event of Default is then continuing. In such event, the defaulting party shall be obligated to pay, and shall pay to the non-defaulting party Actual Damages, if any, resulting from such early termination; For purposes of this Agreement, "Actual Damages" means the total amount of the loss that the non-defaulting party (or, in the event of a termination without cause, the non-terminating party) (as applicable, the "Damaged Party") would experience as a result of early termination. As to a terminated Account, Actual Damages shall be deemed to equal: (A) where Supplier is the Damaged Party, the positive difference, if any, between the Contract Price of the electricity for the remaining Purchase Period of such terminated Account and the market price of the electricity and services for the remaining Purchase Period of such terminated Account, in each case as determined by Supplier in a commercially reasonable manner plus any unpaid amounts due from Participant to Supplier; and (B) where Participant is the Damaged Party, the positive difference, if any, between the purchase price at which Participant obtains alternative electricity supply to cover the remaining Purchase Period of such terminated Account and the Contract Price of the electricity for the remaining Purchase Period of such terminated Account, minus any unpaid amounts due from Participant to Supplier. The price paid hereunder by Participant to its LDC(s) for alternative electricity supply shall be deemed "commercially reasonable." The defaulting Party shall pay such early termination payment together with any other amounts due to the Damaged Party within thirty (30) days of receipt of written notice of such early termination. The Parties acknowledge and agree that the early termination payment under this Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. Except as otherwise set forth in Section 13, if Participant's Facility associated with an Account receiving Electricity hereunder is closed, vacated, sold or otherwise disposed of by Participant, then either Party may terminate the Agreement with respect to such Account upon thirty (30) days written notice to the other Party, in which event Participant may owe an early termination payment to Supplier calculated in accordance with the Section 10.2.1.(B).

10.2.2 to pursue any other remedy under this Agreement or now or hereafter existing at law or in equity or otherwise.

10.2.3 If Supplier is the defaulting Party and an undisputed early termination payment has not been paid to Participant pursuant to Section 10.2.1 above, then Participant shall be entitled to request that such payment be issued pursuant to the terms of Financial Assurance (see Section 9 above). If Participant is the defaulting party and an undisputed early termination payment has not been paid to Supplier pursuant to Section 10.2.1., then Supplier shall be entitled to request that such payment be issued pursuant to the terms of any Credit Assurance provided in accordance with Section 11.

10.3 Regarding each covered Account, termination shall be effective on the date of the next scheduled meter reading for said Account, unless

10.3.1 Supplier does not submit the required “drop customer” transaction to the LDC prior to the next meter reading date in accordance with the LDC’s protocols, in which case the effective date of termination shall be the next subsequent meter reading date after the “drop customer” transaction has been properly submitted; or

10.3.2 In the event of a default by Supplier, Participant does not either inform the LDC of the termination or initiate generation service with another supplier prior to the next meter read date or the next scheduled meter reading date of such Account in accordance with the LDC’s protocols, whichever is earlier, in which case the effective date of termination shall be the next subsequent meter reading date after the Participant has either informed the LDC of the termination or initiated supply with another supplier with respect to such Account.

11. Provision of Data; Credit Review; Posting Credit Assurance.

By executing this Agreement and a letter in the form attached hereto as Exhibit C (or any such data subscription forms or any other authorizations as required by the LDC), Participant authorizes its LDC(s) to provide Supplier, and through Supplier, PowerOptions and the League, the following data (as reasonably required by Supplier) with respect to Participant: historical consumption and interval load data, payment and credit history, types of service, meter readings and any other information relevant to Participant’s current LDC(s) Account(s), which is to be available to Participant by law or regulation. Any such subscription or LDC provided hourly profiled or interval usage data will (i) include the last 12 months of data for each Account and (ii) will expire within 90 days of it being received by Supplier. Participant may be required to submit updated usage information for each Account before Supplier is obligated to enter into this Agreement and/or issue a Transaction Confirmation. If necessary, Participant shall directly request such information from its LDC(s) and shall promptly relay to Supplier all such data received. Participant shall not be responsible for fees, if any, charged by its LDC(s) for the LDC’s provision of such data.

Within five (5) Business Days of receipt of Participant’s interest in entering into this Agreement, if the credit of Participant does not meet reasonable standards and the most recent aggregate annual usage of Participant’s Accounts is greater than 5,000MWh, Supplier may at its option, exercised by written notice within such five (5) day period (which may be made by confirmed e-mail), request Participant to provide Supplier with commercially reasonable credit assurance as a condition of effectuating the Agreement, which may consist of the provision of an interest bearing deposit, letter of credit, or other means acceptable to both parties, in an amount not to exceed estimated amounts payable by Participant for sixty (60) days of service by Supplier, or Supplier shall have the option to decline service to the Participant. The interest rate applicable to such deposits shall be equal to the customer deposit interest rate for LDCs approved by the applicable State Public Utility Authority or by law from time to time. If Participant does not agree within two (2) Business Days to provide properly requested credit assurance to Supplier in effectuation of the Contract Date,

Supplier may decline to enter into the Agreement until the request for credit assurance is resolved.

Further, where the credit of Participant does not meet reasonable standards and the most recent aggregate annual usage of Participant's Accounts is greater than 5,000MWh, then (i) If Participant is rated by either S&P or Moody's, in the event that Participant's S&P or Moody's Sr. Unsecured or Underlying rating were to fall below BBB- or Baa3, respectively, Supplier may request Participant to provide commercially reasonable credit assurance(s) in an amount not to exceed estimated amounts payable by Participant for four (4) months of service by Supplier and Participant shall provide such credit assurances within ten (10) Business Days of such request; or (ii) if Participant is not rated by either S&P or Moody's – if at any time, Supplier has Good Faith Credit Concerns regarding the Participant, the Parties' representatives shall meet within ten (10) Business Days and Participant shall promptly provide to Supplier all reasonably requested documentation necessary for Supplier to obtain an accurate overview of Participant's ability to continue to perform under this Agreement. If Supplier is not reasonably satisfied regarding Participant's continued ability to perform following such meeting and review, Supplier may request that Participant provide reasonable credit assurance(s) in an amount not to exceed estimated amounts payable by Participant for four (4) months of service by Supplier, with respect to the Account(s) for which the Good Faith Credit Concerns arose and Participant shall provide such commercially reasonable credit assurance(s) within ten (10) Business Days, failing which, with respect to such Account(s), the Supplier may terminate this Agreement in accordance with Sections 8.2 and 10.1.5. Upon termination of this Agreement for any reason, any amounts paid as credit assurance by Participant pursuant to this Section with respect to affected Accounts, including any accrued interest thereon, shall be returned to Participant within thirty (30) days of the date of termination to the extent such amounts have not been properly drawn upon by Supplier in respect of amounts owed by Participant to Supplier pursuant to this Agreement.

For purposes of this Agreement, "Good Faith Credit Concerns" shall mean that Participant has failed, to maintain a S&P or Moody's ratings as provided above (if applicable) and/or has failed to remit payment in full, other than with respect to amounts withheld by Participant in connection with a good faith billing dispute, and Supplier has provided Participant, with respect to such Account, the written notice addressing "failure to pay" described in Section 8.2.

Upon termination of this Agreement for any reason, any amounts paid by Participant pursuant to this Section, including any accrued interest thereon, shall be returned to Participant within thirty (30) days of the date of termination to the extent such amounts have not been properly drawn upon by Supplier pursuant to this Agreement.

12. Confidentiality of Participant's Data.

12.1 Participant Data. Supplier may rely upon the authorization of Participant in Exhibit C (or any such data subscription forms or any other authorizations required by the LDC) to obtain relevant usage (hourly or interval data as reasonably required by Supplier) that is provided to Supplier within a 90 day expiration period and other data as reasonably required by Supplier to effectuate this Agreement. All costs of obtaining data shall be the responsibility of Supplier. All of Participant's data that Supplier obtains through this Agreement belongs to Participant and shall be provided as requested to Participant in electronic format, if available and so requested, without cost, upon fifteen (15) Business Days' notice. Supplier further agrees to keep confidential both Participant's data so obtained and all other confidential information relating to Participant as required by federal and state laws, and to restrict access to such information to only the League, PowerOptions and to those employees of Supplier and/or third parties who need such access to enable Supplier, the League or PowerOptions to perform its services under this Agreement. Furthermore, Supplier may make such other disclosures to third parties, including aggregate consumption data, provided they cannot be reasonably expected to specifically identify Participant.

12.2 Price Options. Participant acknowledges that the pricing under the Price Options and the terms of this Agreement are proprietary to Supplier and PowerOptions and reflect certain trade secrets and other competitive information that would irreparably harm Supplier and PowerOptions if disclosed to others.

Participant agrees, subject to the requirements of applicable laws, regulations, ordinances, and judicial and administrative process and order, and the like, to keep confidential all pricing information so obtained and to restrict access to such information to only the League, PowerOptions and to those employees of Participant and/or third parties (subject to confidentiality agreements) who need such access to enable Participant to make an informed decision with respect to a Price Option.

12.3 If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.

13. Material Change in Use.

This Section 13 applies only to Participants with an estimated annual usage of 5,000MWh or more ("**MC Threshold**"). Participant understands and acknowledges that the Contract Prices set forth in this Agreement have been established based on its Participant Baseline (defined below). For purposes of this Section 13, "**Participant Baseline**" shall mean a Participant's historical usage for Enrolled Account(s) during the twelve (12) calendar months prior to the Contract Date or in the case of Enrolled Account(s) that did not receive Electricity in the prior year period, Supplier's good-faith estimate of the anticipated monthly consumption for such Enrolled Account(s), adjusted for variations relating to weather; and "**Program Baseline**" shall mean the total historical monthly usage for all Enrolled Accounts of all participants in the PowerOptions program for the corresponding month in the immediately preceding year adjusted for variations relating to weather.

For the purposes hereof, "**Enrolled Accounts**" shall mean all Accounts with respect to which the applicable LDC has accepted the enrollment transaction for Electricity supply from Supplier under this Agreement, excluding Accounts while subject to the Section 5.5 Price Option. The circumstances under Sections 13.1 and 13.2 are referred to as a "**Material Change in Use**".

13.1 Participant (above the MC Threshold) shall provide Supplier with a ninety (90) days' advance written notice of:

- (1) closure of any Enrolled Account; provided that such closure is within the ordinary course of Participant's business and does not include taking supply from the LDC or another energy supplier;
- (2) a reduction of usage under any Enrolled Account to zero consumption without closure of the Enrolled Account;
- (3) any change in use within Participant's control, such as Facility closings, planned equipment outages or replacements, new buildings under Enrolled Accounts or other similar circumstances, including without limitation participation in one or more load response programs from time to time; or
- (4) any installation of any behind the meter co-generation that has not previously been disclosed by Participant to Supplier on Exhibit D (attached hereto, which includes any installed or plans to install any type of behind the meter co-generation during the Term).

13.2 Participant (above the MC Threshold) shall provide prompt written notice (but no later than two (2) Business Days) of any circumstances that become known to Participant outside Participant's control, such as Participant's equipment failure.

13.3

(a) In the event that a Material Change in Use by Participant (above the MC Threshold) causes a usage variation in the Program Baseline by more than plus or minus five percent (+/-5%), then, unless Participant has provided the notice required by Sections 13.1 and 13.2 above, such Participant may be liable to Supplier for the incremental costs Supplier actually incurs to supply Electricity as a result of Participant's Material Change in Use. For the avoidance of doubt, if Participant provides notice as prescribed by Sections 13.1 and 13.2

above, Participant shall have no liability under this Section for any Material Change in Use unless Participant is otherwise subject to the Participant Baseline provision in Section 13.3(b) below.

(b) In the event that a Material Change in Use by Participant with an estimated annual usage of 20,000MWh or more causes a usage variation in its Participant Baseline by more than plus or minus thirty percent (+/- 30%), then such Participant may be liable to Supplier for the incremental costs Supplier actually incurs to supply Electricity as a result of Participant's Material Change in Use whether or not Participant has provided notice under this Section as prescribed by Sections 13.1 and 13.2. above. For the avoidance of doubt, if Participant has an estimated annual usage of less than 20,000MWh (and, if necessary, has provided the required Program Baseline notice), Participant shall have no liability under this Section for any Material Change in Use.

13.4 All billing of such costs under this Section 13 shall: (i) occur with regular billing with respect to the subject Enrolled Accounts; (ii) be accompanied by documentation reasonably demonstrating that billed costs were incurred by Supplier, are eligible to be passed through hereunder and are properly calculated. Supplier's documentation shall include a report, showing, at a minimum Participant's actual usage for the current month for Enrolled Accounts and Participant's Baseline for Enrolled Accounts prior to the Material Change in Use.

13.5 For avoidance of doubt, Section 13 is intended to permit usage fluctuations across the Enrolled Accounts and does not permit a Participant (either under or above the MC Threshold) to: (i) terminate the Agreement early or to reduce to zero consumption usage for all Enrolled Accounts; or (ii) add new accounts to this Agreement without the execution of an amendment agreed to by the Parties (including a Pricing Confirmation or Transaction Confirmation with a new Contract Price) as further described in Section 27 below.

14. Change in Law.

Supplier agrees that compliance with any Change in Law resulting in a material increase or decrease in Supplier's costs to supply Electricity to Account(s) during the Purchase Period requires approval by PowerOptions (such approval shall not be unreasonably withheld and shall not impact Supplier's right to make an adjustment as set forth below) prior to recovering or providing credit of such costs to Participant. At least 30 days prior to charging or crediting Participant for the material increase or decrease in costs resulting from the Change in Law, Supplier shall submit to Participant, the League and PowerOptions for review a written notice setting forth in detail: (i) the applicable Change in Law; (ii) the manner in which such change in law increases or decreases Supplier's costs to supply Electricity to the Account(s); and (iii) Supplier's proposed adjustment to the Contract Price for Electricity in this Agreement to reflect such increases or decreases in costs to the Accounts during the Purchase Period. PowerOptions shall notify Supplier if it accepts the changes contained in the notice within 30 days, provided that Supplier promptly responds to any questions received from PowerOptions regarding the notice. If such changes are accepted by PowerOptions, Supplier may make an adjustment such that the new Contract Price compensates Supplier for the material increase arising from the Change in Law, and said adjustment will remain in effect during the Purchase Period for as long as the costs arising from the Change in Law continue to be incurred by Supplier. If such changes are not accepted by PowerOptions, Supplier may opt to make such adjustment, but Participant may dispute such charges under the Participant Agreement in accordance with state law. For the avoidance of doubt, such increase or decrease in costs must be actual and material as reasonably determined by Supplier.

Change in Law means (i) a new charge or cost imposed on and payable by Supplier after the Contract Date by ISO-NE or its successor, the LDC in which Participant is located, or an applicable governmental or regulatory authority; (ii) an increase in an existing charge or cost imposed by ISO-NE or its successor, the LDC, or an applicable governmental or regulatory authority, which was not anticipated at the time of the Agreement; or (iii) a new element of retail full requirements service imposed through law or regulation by a State Public Utility Authority, the United States, or other applicable governmental or regulatory authority, including, but not limited to, a retail portfolio standard in addition to the existing Renewable Portfolio Standard or a tax on the carbon

content of fuel used to produce electricity, provided that such change does not constitute a Force Majeure pursuant to this Agreement.

All billing related to the Change in Law with respect to Accounts that are the subject of a Pricing Confirmation or Transaction Confirmation shall (i) occur with regular billing with respect to the subject Accounts, (ii) be accompanied by documentation reasonably demonstrating that billed costs are eligible to be passed through hereunder and are properly calculated, and (iii) be completed with the final regular bill with respect to such Account under such Pricing Confirmation or Transaction Confirmation.

15. Warranty.

Supplier warrants good title free and clear of all encumbrances and the right to deliver title to all Electricity sold hereunder. Supplier shall indemnify, defend and hold Participant harmless against all suits, actions, debits, accounts, costs, loss, damage and expense arising out of or relating to adverse claims on the Electricity delivered up to the Delivery Point. All Electricity delivered hereunder shall meet the quality standards of the ISO-NE, the Participant's LDC and any other competent authority. **THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE.**

16. Measurement.

Quantities of Electricity shall be measured in accordance with the tariff of the applicable LDC in effect from time to time.

17. Risk of Loss.

Title to Electricity sold by Supplier and purchased hereunder shall pass to Participant at the Delivery Point(s). Control, possession and risk of loss of the Electricity and responsibility for any loss, damage or injury occasioned thereby shall transfer at the Delivery Point(s). Each Party will indemnify and hold the other harmless from third party claims of any nature attributable to such Electricity while said Party has control and possession, excluding loss, injury or damage caused by the Party not in control and possession.

18. Taxes.

Supplier shall apply all appropriate Taxes relating to or arising out of this Agreement unless and until Participant provides Supplier all required valid exemption certificates. If valid exemption certificates are not provided, Participant shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under the Agreement, including any taxes enacted after the Contract Date (collectively, "Taxes"). Each Party shall indemnify, defend and hold harmless the other party from and against any Taxes for which the indemnifying Party is responsible. All Taxes invoiced to Participant under the Agreement will be included on the invoice separate from the Contract Price (unless required by law to be included in the Contract Price).

19. Representations and Warranties.

Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which this Agreement is executed and delivered) that: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the

Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Participant warrants, represents and covenants that: (i) the data given and representations made concerning its Account(s) are true and correct to the best of Participant's knowledge; (ii) it is entering into the Agreement to purchase its energy requirements only and not for speculative or resale purposes; and that the energy purchased under the Agreement will be consumed at the facilities to which the Account(s) relate; (iii) it is the party of record of the Account(s), or if it is not the party of record, it has the authority to enter into and bind the party of record to the Agreement; and (iv) if Participant is a Governmental Entity, (i) it will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of the Agreement; and (ii) it will use commercially reasonable efforts to obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under the Agreement and if sufficient funds have not been appropriated for the next fiscal year, Participant shall provide written notice to Supplier who shall have the right to terminate this Agreement at the end of the then current fiscal year by giving the Participant not less than thirty (30) days prior written notice of termination.

Participant acknowledges that Supplier is paying a fee to PowerOptions and the League in connection with their efforts to facilitate the parties entering into this Agreement, for the League's role in conducting the competitive solicitation from which this Agreement was negotiated and made available to REAP members, and for ongoing administration of REAP and PowerOptions program.

20. No Participation in Municipal Aggregation.

Participant agrees that it shall not participate in any municipal aggregation for purchase of Electricity with respect to the Accounts set forth in Pricing Confirmation or Transaction Confirmation, for the term of the Purchase Period. Participant represents that it shall take all steps necessary to "opt out" of any municipal or municipally-sponsored Electricity purchasing program with respect to such Accounts.

21. Limitation of Liability.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION THROUGH OBLIGATIONS TO INDEMNIFY THIRD PARTIES, FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, DOWNTIME COSTS OR OTHER BUSINESS INTERRUPTION DAMAGES, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE EQUIPMENT OR FACILITIES, WHETHER ARISING BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE. The Parties hereby release PowerOptions from any liability arising from or relating to this Agreement or the relationship between the Parties. This provision shall survive the expiration or early termination of this Agreement.

Notwithstanding anything to the contrary contained herein, Participant is not waiving any right to assert claims and liability limits of applicable state laws pertaining to liability of governmental entities or subdivisions, including without limitation, municipalities and municipal subdivisions (hereinafter referred to as the "governmental entity").

22. Force Majeure.

Either Party shall be excused from performance hereunder, other than either Party's obligation to make payments of amounts already due hereunder, and shall not be liable for damages or otherwise if, and to the extent that, the Party shall be unable to perform fully or is prevented from performing fully by an event of Force Majeure. For such purposes, Force Majeure shall mean any act, event, cause or condition that is beyond the Party's reasonable control, including without limitation any hurricane, tornado, flood, labor disputes, lightning, earthquake, fire, civil disturbance, or act of God or public enemy, that in each case prevents physical delivery of Electricity and is not caused by the Party's fault or negligence, and that by the exercise of reasonable diligence the Party is unable to prevent, avoid, mitigate or overcome. The Party affected by an event of Force Majeure shall provide the other Party, as soon as reasonably practicable, with written notice of the event of Force Majeure and shall make all reasonable efforts to mitigate the effect of such event. If the event of Force Majeure is not corrected within seventy-five (75) days, the non-affected Party may terminate the Agreement. Notwithstanding the foregoing, Force Majeure shall not include a failure or inability to perform or comply with any of the covenants or obligations imposed upon the Party claiming Force Majeure under this Agreement that is caused by lack of funds or other financial problems affecting, or would result in an economic hardship for, said Party.

23. Equal Employment Opportunity Clause.

The Equal Employment Opportunity clause required under Federal Executive Order No. 11246, the affirmative action commitment for veterans, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 650-741.4, the related regulations of the Secretary of Labor, 41 CFR Chapter 60, and applicable state laws and regulations are included by reference in this Agreement, and Supplier certifies, warrant and covenants that it has and shall at all times comply with the requirements contained therein to the extent required thereby.

24. Government Regulations.

This Agreement and all rights and obligations of the Parties hereunder are subject to all applicable federal, state and local laws and all duly promulgated orders and duly authorized actions of governmental authorities. Supplier shall obtain and maintain at its expense all permits and licenses necessary to perform the services under this Agreement.

25. Independent Contractor and License.

Supplier is and shall perform as an independent contractor under this Agreement. Neither Party has the authority to bind the other, and nothing herein shall be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking.

26. Public Disclosure.

Without first obtaining written consent of the other Party in its reasonable discretion, neither Party shall make any press release, or other public announcement relating to or arising out of this Agreement.

27. Waiver and Amendment.

Any waiver by either Party of any of the provisions of this Agreement must be made in writing, and shall apply only to the instance referred to in the writing, and shall not, on any other occasion, be construed as a bar to, or a waiver of, any right either Party has under this Agreement. The Parties may not modify, amend, or supplement this Agreement except by a writing signed by the Parties hereto. Unless an Event of Default with respect to Participant exists, Participant may request adding additional Accounts to this Agreement from time to

time at the then current market prices. Supplier shall provide Participant with an additional Transaction Confirmation or Pricing Confirmation for execution by the Parties (which is condition upon satisfying the credit of Participant in accordance with Section 11). This provision shall in no way affect or create any condition on the continued service to Participant's then-existing Accounts at the time of submission of such additional Confirmations.

28. Acknowledgements.

Participant is acting for its own account, and it has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Party or any of its affiliates (or its respective representatives) as investment advice or as a recommendation to enter into the Agreement, it being understood that information and explanations related to the terms and conditions of any Agreement will not be considered investment advice or a recommendation to enter into the Agreement. No communication (written or oral) received from the other party or any of its affiliates (or its respective representatives) will be deemed to be an assurance or guarantee as to the expected economic results of the Agreement. This Agreement (including Transaction Confirmations and Pricing Confirmations) entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 10 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code.

29. Point of Contact and Notice.

Participant shall designate an authorized representative who shall act as Supplier's single point of contact concerning services under this Agreement. Supplier shall, to the extent permitted under applicable rules and regulations, act as the principal point of contact for Participant's Electricity needs. Accordingly, Supplier shall designate and provide Participant the address and phone number of both a business contact and a technical contact who shall act as Participant's primary points of contact for their respective areas of expertise. All notices under this Agreement shall be in writing and shall be provided by hand, overnight commercial courier service, certified mail (return receipt requested), fax or electronic transmission (including e-mail). If given by electronic transmission (including telephone, fax or email), notice shall be deemed given on the date sent by 4:00 p.m. ET and shall be confirmed the next Business Day by a written copy sent by first class mail. If given by email, notice shall be deemed given at the time received on the date sent if received by 4:00 p.m. ET on a Business Day and, if given otherwise, shall be deemed given at 9:00 a.m. ET on the following Business Day. If sent by same-day or overnight delivery service, or certified or registered mail, notice shall be deemed given on the day of delivery.

Supplier Notices shall be sent to:

Constellation NewEnergy, Inc.
Address: 1001 Louisiana St., Constellation Suite 2300
Houston, Texas 77002
Attention: Contracts Administration
Facsimile: (888) 829-8738
Phone: (844) 6-ENERGY

Copy sent to:

Constellation NewEnergy, Inc.
116 Huntington Ave., Suite 700
Boston, Massachusetts 02116
Attention: Stephen Fabiani, Executive Director
Phone: (617) 717-3037
Fax: (617) 717-3040
Electronic mail: Stephen.Fabiani@constellation.com

Notices to Participant shall be sent to:

Printed Name: James Diossa
Title: Mayor
Address: 580 Broad St
CENTRAL FALLS, RI 02863-2835

Phone: 4017277474
Fax:
Email:

Notices to the League shall be sent to:

Brian M. Daniels
Executive Director
Rhode Island League of Cities and Towns
One State Street, Suite 502
Providence, RI 02908
Phone (401) 272-3434
Electronic mail: bdaniels@rileague.org

Notices to PowerOptions shall be sent to:

Meg Lusardi
Executive Vice-President
PowerOptions, Inc.
129 South Street, 5th floor
Boston, Massachusetts 02111
Phone: (617) 737-8480
Fax: (617) 456-3001
Electronic mail: mlusardi@poweroptions.org

30. Assignment.

This Agreement may not be assigned without the prior written consent of the non-assigning Party which consent shall not be unreasonably withheld; provided, that Supplier may assign its rights under this Agreement without the consent of Participant to (i) an affiliate if the Supplier agrees to guarantee the obligations hereunder, including specifically maintaining the Financial Assurance as provided in Section 9 above, or (ii) a third party purchaser of all or substantially all of the assets of the business to which this Agreement relates provided that such purchaser has comparable or superior ability to perform the obligations of Supplier and creditworthiness equal to or better than Supplier and maintains the Financial Assurance as provided in Section 9 from a guarantor having creditworthiness equal to or better than Supplier's, or Supplier otherwise has the wherewithal and agrees to remain liable for performance of Suppliers' obligations hereunder including maintaining the Financial Assurance as provided in Section 9 above. Participant may assign its rights under this Agreement to a successor or to a purchaser of all or substantially all of Participant's assets without the consent of Supplier provided that such purchaser has creditworthiness equal to or better than Participant and agrees to undertake the obligations of Participant hereunder including maintaining credit assurances as provided in Section 11.

31. Binding Effect.

This Agreement is binding on, and entered into solely for the benefit of Supplier and Participant and their respective successors and permitted assigns.

32. Complete Agreement; Miscellaneous Provisions.

This Agreement (together with any exhibits incorporated herein by reference) contains the complete and exclusive agreement and understanding between the Parties as to its subject matter and supersedes any other agreement, discussions or understanding (whether written or oral) and may not be contradicted by any prior or contemporaneous oral or written agreement. If any of this Agreement 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. A facsimile or PDF copy with Participant's signature will be considered an original for all purposes, and Supplier will provide original signed copies upon request. Any conflict between the terms and conditions of this Agreement and any Pricing Confirmation and/or Transaction Confirmation shall be resolved in favor of the Pricing Confirmation and/or Transaction Confirmation.

33. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the state where the Facility is located, other than those relating to choice or conflict of law. Any action at law, suit in equity or judicial proceeding arising from or in connection with, out of or relating to this Agreement shall be litigated only in the Courts of the state where the Facility is located. The Parties waive any right they may have to transfer or change the venue of any litigation resulting hereunder. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT. Nothing in this Agreement shall displace the applicability of any federal law or the jurisdiction of State Public Utility Authorities, the Federal Energy Regulatory Commission, or any other regulatory agency or body.

34 Signatory's Authority/Counterparts.

The undersigned certify that they are authorized to execute this Agreement (via electronic transmission or written copy) on behalf of their respective organizations. This Agreement may be executed in two or more counterparts, each of which shall be an original. It shall not be necessary in making proof of the contents of this Agreement to produce or account for more than one such counterpart. In addition, the following individual(s) is the sole representative of Participant authorized to execute Pricing Confirmation(s) effectuating the Fixed Price Option described in Section 5.3 and/or Transaction Confirmations effectuating the Price Options described in Section 5.5:

Name: James Diossa
Title: Mayor
Email:
Address: 580 Broad St
CENTRAL FALLS, RI 02863-2835

Phone: 4017277474
Fax:

Additional persons may be named by duly authorized written notification provided to Supplier under this Agreement.

Participant's Authorized Persons:

Name: _____
Title: _____
Email: _____
Address: _____

Phone: (____) ____ - ____
Fax: (____) ____ - ____
Electronic mail:

Supplier Authorized Persons:

Commodities Management Group: 1-800-243-2113; cmg@constellation.com
Transaction Group: #emailtransactions@constellation.com

35. Special Provisions and Disclosure Labels

Exhibits E-1, E-2 and E-3 set forth state specific provisions that are applicable to this Agreement. If the Facility is located in Massachusetts refer to Exhibit E-1 for additional terms and conditions. If the Facility is located in Connecticut refer to Exhibit E-2 for additional terms and conditions. If the Facility is located in Rhode Island refer to Exhibit E-3 for additional terms and conditions.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

CONSTELLATION NEWENERGY, INC. {Supplier}

Central Falls (RI), City Of {Participant}

Signature: _____

Signature: 

Printed Name:

Printed Name: James Diossa

Title:


Title: Mayor

Date: _____

Date: 5/1/2019

*Beulah Addolorato
Director of Finance
5/1/19*

Approved as to form and correctness:

Matthew L. Joseph ^{5/1/19} 

Attachments

- Exhibit A: Form of Guarantee/Financial Assurance**
- Exhibit B: Form of Fixed Pricing Confirmation and Pricing Attachment(s)**
- Exhibit C: Authorization to Release Data**
- Exhibit D: Current Plans to Expand Facility Installation of Generation**
- Exhibit E-1: Massachusetts Special Provisions and Disclosure Label**
- Exhibit E-2: Connecticut Special Provisions and Disclosure Label**
- Exhibit E-3: Rhode Island Special Provisions and Disclosure Label**
- Exhibit F-1: Layered Pricing Transaction Confirmation, Account List and Fixed Adder Forms**
- Exhibit F-2: MVP- Program/Layered Pricing Transaction Confirmation**
- Exhibit G: Portfolio Price Transaction Confirmation, Account List and Fixed Adder Forms**
- Exhibit H: i2i Reporting Services**
- Exhibit I: Massachusetts Housing Authority Rider, if applicable**
- Exhibit J: Connecticut Environmental Disclosure**
- Exhibit K-1: Retail Trade Transaction (RTT) Confirmation (Energy Purchases)**
- Exhibit K-2: Retail Trade Transactions (RTT) Confirmation (Hydro-REC Purchases)**
- Exhibit K-3: Retail Trade Transactions (RTT) Confirmation (Wind-REC Purchases)**
- Exhibit K-4: Retail Trade Transactions (RTT) Confirmation (FIS- Fixed)**
- Exhibit L: Peak Response Program Transaction Confirmation Rider**



Exhibit A
Form of Guarantee/Financial Assurance
Guaranty Agreement

Exhibit B

Form of Fixed Pricing Confirmation

FIXED PRICING CONFIRMATION NO.

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

This Pricing Confirmation No. _____, dated as of __, 2017, under the PowerOptions® Participant Agreement for the Sale and Purchase of Electricity (collectively, the “Agreement”) currently in effect between _____ (“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.

Dated as of the date first set forth above.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address:

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 by and between **Supplier** and **<Participant Name>** ("**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	[Passed Through] or [Fixed]
Ancillary Services And Other ISO Costs	[Passed Through] or [Fixed]
Capacity Costs	[Passed Through] or [Fixed]
Line Loss Costs	[Passed Through] or [Fixed]
FERC Order 745 Costs	[Passed Through] or [Fixed]
Renewable Portfolio Standard Costs	[Passed Through] or [Fixed]
CES Costs	[Passed Through] or [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 Contract Prices also include any credit costs and margin.

Section 1.1. Definitions. "Holdover Fee" means a cost of \$<Insert Holdover Rate>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 or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program 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.

"MA Solar Carve-Out Program Costs" means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards Costs.

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 state required rules, Laws and regulations shall apply to the Account(s) 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. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this TC at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customercare@constellation.com.

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

LDC Name	LDC Abbreviation	Contact Numbers

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.

ACCOUNT SCHEDULE:

For: <Participant Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

Supplier 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 LDC, ISO or other entity.

No. Of Service Accounts:

LDC	LDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SUPPLIER AT (888) 829-8738



Attachment 2 to Exhibit B- Purchase of Green-e RECs
Rider – Green e RECs
Constellation NewEnergy, Inc. ("Supplier")
«CoName» ("Participant")

This Rider – Purchase of Green-e REC ("**Rider**") is entered into pursuant to and in accordance with a Participant Agreement for the Sale and Purchase of Electricity (the "**Participant Agreement**") Notwithstanding anything to the contrary, any conflict between this Rider and the Participant Agreement (and any other applicable Rider) will be resolved in favor of this Rider with regard to the subject matter herein. Capitalized terms used herein but not defined will have the meanings given to them in the Participant Agreement. This Rider, the Participant Agreement and any other Riders or Transaction Confirmation(s) thereto are sometimes herein collectively referred to as the "**Agreement**."

NewMixWind consists of Green-e Energy certified renewable energy certificates, sourced from wind Renewable Resources located within the United States ("RECs"). The Contract prices included in the Fixed Price TC include an amount of these RECs equal to xx percent of Participant's load volume at the Accounts during the term of this transaction. "Renewable Resource" means any electric power generator meeting the eligibility criteria of a "New Renewable Resource" and an "Eligible Renewable Resource", as defined in the Green-e Energy National Standard. Green-e Energy certifies that the NewMixWind RECs procured hereunder meet the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org. The RECs included in the NewMixWind – Load Following product do not include any tax credits, depreciation allowances or third party subsidies of any kind.

Emissions Reduction Disclaimer. In accordance with Green-e Energy certification requirements, RECs procured hereunder include all greenhouse gas emission reduction benefits associated with the renewable generation that produced such RECs, including carbon dioxide (CO₂) reduction benefits, but do not include emission reduction benefits associated with capped and traded pollutants, including sulfur dioxide (SO₂), mercury (Hg), and the oxides of nitrogen (NO_x). Furthermore, Supplier do not represent or warrant that the RECs procured hereunder can be used as offsets or otherwise for compliance with any emission reduction program.

Change in Certification Standard. If the Green-E Energy certification requirements are modified or repealed after execution hereof but prior to delivery of RECs hereunder, in such a way as to materially adversely affect the ability of a party to perform its obligations hereunder or the benefits to be derived by a party hereunder (each such occurrence, a "Change Event"), the parties shall use commercially reasonable efforts to reform this transaction in order to give effect to the original intention of the parties. If the parties are unable, despite such efforts, to reform this transaction within thirty (30) days following such Change Event, the matter shall be resolved in accordance with the dispute resolution provisions applicable to the parties.

Renewable Energy Certificate (REC) Product: NewMixWind is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, log-on to www.green-e.org/rec.



EXHIBIT C

**FORM LETTER - AUTHORIZATION FOR RELEASE OF ELECTRIC UTILITY DATA TO BE
SIGNED BY PARTICIPANT ON INSTITUTION'S LETTER HEAD**

[Date]

Re: Account Data for Accounts listed in Attachment
[Attach relevant portion of Account Schedule to the Transaction Confirmation for description of
Accounts]

This letter is to serve as authorization to release to _____ or PowerOptions, Inc. all information relative to our account(s) listed in the attachment, including but not limited to service classification, load history, load profiles, rates, billing data and billing determinants. This request for release is valid for one (1) year from the date of this letter with respect to _____ and five (5) years from the date of this letter with respect to PowerOptions, Inc.

Very truly yours,

[Participant's Signature]



Exhibit D

**Current Plans To Expand Facility and/or Installation of Generation
(Use space below table to describe Plans if Table does not completely fit Plans.)**

Participant-Owned On-Site Distributed-Generation

Type (Cogen, Solar, BioMass, Wind, etc.)	Size (MW's)	# of units	Fuel Type	Purpose (Base Load, Emergency, etc.)	Historical Output-hourly or monthly and as a % of load	Metered (Separate or in aggregate)

Expected COD for the Projects listed in the table above: _____

Exhibit E-1

Massachusetts Special Provisions & Disclosure Label

1. **Billing and Payment.** The following is hereby added to Section 7, Billing and Payment, of this Agreement:

“In the event of any dispute regarding a bill or a portion thereof that involves an amount over \$100, the Parties may avail themselves of mediation services through the Massachusetts Department of Public Utilities in consultation with the Massachusetts Office of Dispute Resolution pursuant to Massachusetts General Laws c. 164, Section 1F(2) and 220 CMR Section 11.07(4)(b).
2. **Right To Rescind.** 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.
3. **Governmental Entities.** Notwithstanding anything to the contrary contained in the Agreement, the claims limits of the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, Massachusetts General Laws c. 258 (hereinafter referred to as the “governmental entity”) shall apply, and nothing herein is intended to constitute a waiver or indication of the intent to waive the protections of Massachusetts General Laws c. 258 by the governmental entity.
4. **Miscellaneous.**
 - (i) **MDPU.** In accordance with the MDPU regulations, Supplier’s energy disclosure label is provided to Participant with this Agreement. Supplier will provide Participant with an updated label, on a quarterly basis, to reflect certain characteristics of Supplier’s electric generation supply. Additional information may be obtained by contacting the MDPU at (617) 305-3531. Supplier’s MDPU License Number is #CS 015. The required ‘Terms of Service’ as set forth in the MDPU Rules Governing the Restructuring of the Electric Industry is herein referred to as the General Terms and Conditions the “Basic Service” is herein referred to as LDC electric tariff service.
 - (ii) **Certain Warranties.** Participant warrants and represents that, in relations to its Account(s) located in the Commonwealth of Massachusetts, it is not classified as a primarily “residential” customer. If Participant is a city, town or municipality, then Participant warrants and represents that all such persons as are required to be signatories to or otherwise execute this Agreement under the laws of the city, town or municipality and the laws, rules and regulations of the Commonwealth of Massachusetts (including but not limited to the requirements of Mass. Gen. Laws ch. 43, § 29 and any other applicable law) have executed and are authorized to execute this Agreement in accordance with such laws.

5. **Supplier and LDC Contact Information.** Participant may contact Supplier regarding its invoice or other matters concerning this Agreement at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customercare@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE TELEPHONE NUMBERS AS SET FORTH IN THE TRANSACTION CONFIRMATION.

Exhibit E-2

Connecticut Special Provisions & Disclosure Label

1. **Right To Rescind:** 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 Participant executes this Agreement to call Supplier and cancel (rescind) this Agreement.
2. **Governmental Entities:** Notwithstanding anything to the contrary contained in the Agreement, the claims and liability limits of the State of Connecticut, or any other governmental subdivision thereof subject to the claims limits of the Connecticut Tort Claims Act, Conn. Gen. Stat. § 52-557n or other law restricting claims and/or liabilities of Connecticut governmental entities (hereinafter referred to as the "governmental entity") shall apply, and nothing herein is intended to constitute a waiver or indication of the intent to waive the protections of such laws by the governmental entity.
3. **Miscellaneous.**
 - (i) Certain Warranties. Participant warrants and represents that for Account(s) located in the State of Connecticut that it is not classified as a primarily "residential" customer.
 - (ii) Supplier's electricity supply may be purchased from any number of sources. Supplier is not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of Supplier's electricity products is included as Exhibit J hereto and incorporated herein by reference, may be provided to Participant periodically with its invoices, is available upon request and may be updated periodically.
 - (iii) Additional information, including information on consumer rights, may be obtained by contacting the Connecticut Public Utilities Regulatory Authority at (800) 382-4586. Participant understands that it can review its existing electric generation service charge for purposes of comparison to its rate under this Agreement by going to http://ctenergyinfo.com/choose_entry.htm and selecting its rate class information.
4. **Supplier and LDC Contact Information.** Participant may contact Supplier regarding its invoice or other matters concerning this Agreement at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer care@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE TELEPHONE NUMBERS AS SET FORTH IN THE TRANSACTION CONFIRMATION.



Exhibit E-3

Rhode Island Special Provisions & Disclosure Label

1. **Right To Rescind:** Participant has until midnight of the third (3rd) business day following the date that Participant executes this Agreement to notify Supplier and cancel (rescind) this Agreement.
2. **Governmental Entities:** Notwithstanding anything to the contrary contained in the Agreement, the claims limits of the State of Rhode Island, or any other governmental subdivision thereof subject to the claims limits of the State of Rhode Island Tort Claims Act, R.I.G.L. §§ 9-31-1 et seq., (hereinafter referred to as the “governmental entity”) shall apply, and nothing herein is intended to constitute a waiver or indication of intent to waive the protections of R.I.G.L. §§ 9-31-1 et seq. by the governmental entity.
3. **Miscellaneous.**
 - (i) Service. Supplier is unable to physically cut-off electric service to Participant.
 - (ii) Disputes. If Participant in good faith reasonably disputes Participant invoice from Supplier, Supplier will continue to provide all services under this Agreement as long as Participant provides written notice to Supplier of the nature and extent of the dispute on or before the date payment of the disputed invoice is due and make payment of any non-disputed portion when due. Upon determination of the proper invoice amount, Participant shall promptly pay the invoice amount along with any interest charge (with interest determined pursuant to the Billing and Payment Section 7 of this Agreement) from and including the due date to and excluding the date paid.
 - (iii) Certain Warranties. Participant warrants and represents that, in relations to its Account(s) located in the State of Rhode Island, it is not classified as a primarily “residential” customer.
 - (iv) Price Term Comparison. Participant may compare the price terms in this Agreement to Participant’s current electricity supplier listed on Participant’s electric bill by going to <http://www.ri.gov/empowerri> and entering your information into the price compare tool. If Participant is currently receiving standard offer or default electric generation service then Participant’s existing rate may be subject to change every six (6) months on April 1 and October 1. If Participant is currently receiving competitive electric generation service, Participant’s price and term are governed by Participant’s agreement with its current electricity supplier.
 - (v) 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.
4. **Supplier and LDC Contact Information.** Supplier’s website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this TC at Supplier’s Customer Service Department by toll-free telephone at [800-536-1349](tel:800-536-1349), or email at customercare@constellation.com.

PARTICIPANT AGREES TO CONTACT ITS LDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE TELEPHONE NUMBERS AS SET FORTH IN THE TRANSACTION CONFIRMATION.



Exhibit F-1

Layered Pricing Transaction Confirmation, Account List and Fixed Adder Forms

Flexible Index Solutions Transaction Confirmation (FIS)

This Transaction Confirmation (“TC”) is entered into pursuant to and in accordance with a Participant Agreement executed on <Insert Date>, by and between **CONSTELLATION NEWENERGY, INC.** (“**Supplier**”) and <Participant Name> (“**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. Supplier will pass through Energy Costs using the hourly (or sub-hourly in some markets) [day ahead locational marginal price] [real time locational marginal price] for the ISO zone applicable to each Account identified in the Account Schedule. At any time during the term of this TC, the Parties may enter into one or more Retail Trade Transactions (“RTTs”), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of (1) energy to fix Participant’s price for energy for a supply period of three months or longer equal to a prescribed percentage of Participant’s load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of Participant’s load volume. If Participant enters into RTTs to fix Participant’s Energy Cost for prescribed percentages of Participant’s load volume, such percentages of Participant’s load volume will be charged at the agreed to fixed prices, while the remainder will be charged at the hourly (or sub-hourly in some markets) [day ahead locational marginal price] for the ISO zone applicable to each Account identified in the Account Schedule.

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	[Passed Through] or [Fixed]
Ancillary Services And Other ISO Costs	[Passed Through] or [Fixed]
Capacity Costs	[Passed Through] or [Fixed]
Line Loss Costs	[Passed Through]
FERC Order 745 Costs	[Passed Through] or [Fixed]
Renewable Portfolio Standard Costs	[Passed Through] or [Fixed]
CES Costs	[Passed Through] or [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 Contract Prices also include any credit costs and margin.

Section 1.1. Definitions.

“Holdover Fee” means a cost of \$<Insert Holdover Rate> 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 or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program 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.

“MA Solar Carve-Out Program Costs” means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards.

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 Account(s) 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. Supplier and LDC Contact Information. Supplier’s website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this TC at Supplier’s Customer Service Department by toll-free telephone at 800-536-1349, or email at customercare@constellation.com.

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

LDC Name	LDC Abbreviation	Contact Numbers

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.

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

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>

ACCOUNT SCHEDULE:

For: <Participant Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

Supplier 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

No. Of Service Accounts: _____

LDC	LDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)

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

**TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT
TO SUPPLIER AT 800-536-1349**

Exhibit F-2

MVP Program Flexible Index Solutions Transaction Confirmation (FIS)

This TC is entered into pursuant to and in accordance with a Participant Agreement executed by and between **Supplier** and **<Participant Name>** ("**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. Supplier will pass through Energy Costs using the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO zone applicable to each Account identified in the Account Schedule. At any time during the term of this TC, the Parties may enter into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation and be incorporated herein. Such RTTs may cover the purchase of (1) energy to fix Participant's price for energy for a supply period of three months or longer equal to a prescribed percentage of Participant's load volume; and (2) renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume. If Participant enters into RTTs to fix Participant's energy and line loss price for prescribed percentages of Participant's load volume, such percentages of Participant's load volume will be charged at the agreed to fixed prices, while the remainder will be charged at the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO zone applicable to each Account identified in the Account Schedule.

Minimize Volatile Pricing Program. Under the Minimize Volatile Pricing Program ("**MVP Program**"), Energy Costs for a certain percentage of the Account's projected electricity requirements (the "**MVP Price**") will be automatically fixed in accordance with the MVP Purchasing Strategy or the Full-Term Cost Averaging Purchasing Strategy, each as described below, based on all Purchases entered into hereunder prior to the Purchase Completion Date set forth on the Account Schedule.

MVP Purchasing Strategy. During the applicable purchasing period, on or about the 5th day of each month prior to the Purchase Completion Date (each such date, the "**Lock-In Date**"), Supplier may establish the MVP Price for a percentage of your projected electricity requirements (each a "**Purchase**"). The quantity of each Purchase (the "**Target Amount**") will be determined as of each applicable Lock-In Date by comparing the current weighted average cost of the Account's expected electricity requirements using Supplier's proprietary current forward price for each month in this TC as of the Lock-In Date (the "**Current Weighted Average Cost**") with the weighted average cost of the Account's expected electricity requirements using a repository of proprietary historical forward prices for each month in this TC as determined on the trading days during the preceding two (2) year period (the "**Historical Weighted Average Cost Data**"). For purposes of the MVP Program, the current forward price and historical forward prices will be determined by using proprietary forward pricing algorithms prepared in good faith by Supplier or Supplier's Affiliates and utilized on an enterprise-wide basis by Supplier and/or Supplier's Affiliates. Specifically, the Historical Weighted Average Cost Data will be arrayed sequentially from lowest projected cost (which is assigned a "0 percentile" value) to highest projected cost (which is assigned the "100th percentile" value), and the Current Weighted Average Cost is then assigned a percentile based on its position in such array relative to the Historical Weighted Average Cost Data (e.g. the thirty-fifth (35th) percentile means that sixty-five percent (65%) of the Historical Weighted Average Cost Data was higher than the Current Weighted Average Cost). In this manner, the current projected weighted average cost is viewed in the context of historical weighted average cost data in determining the amount to be purchased. The lower the percentile assigned to the Current Weighted Average Cost the greater the Target Amount to be purchased on such Lock-In Date. The Target Amount is a percentage of the total amount of the Account's electricity requirements requested by Participant to be purchased under the MVP Program (such requested amount as identified on the Account Schedule, the "**Purchasing Objective**" or "**PO**"). Specifically, once the percentile applicable to the Current Weighted Average Cost has been determined as described above, the percentage will be determined in accordance with the following parameters:

Percentile	Target Amount
Current Weighted Average Cost at or above the 80 th percentile	1.0 X Minimum Purchase
Current Weighted Average Cost greater than or equal to 65 th and less than 80 th percentile	1.4 X Minimum Purchase
Current Weighted Average Cost greater than or equal to 50 th and less than 65 th percentile	1.8 X Minimum Purchase
Current Weighted Average Cost greater than or equal to 35 th and less than 50 th percentile	2.2 X Minimum Purchase
Current Weighted Average Cost greater than or equal to 20 th and less than 35 th percentile	2.6 X Minimum Purchase
Current Weighted Average Cost less than 20 th percentile	3 X Minimum Purchase

The “Minimum Purchase” above is calculated on each Lock-In Date by dividing the remaining un-purchased PO by the number of Lock-In Dates prior to the Purchase Completion Date. For example, if the remaining un-purchased PO on the Lock-In Date is 50% and there are nine Lock-In Dates left and the percentile is determined to be 70, then $1.4 * 50% * (1/9)$ or approximately 7.78% (rounded to 8%) of the Account’s expected electricity requirements will be locked in at the current MVP Price. All Purchases will be rounded to the nearest whole percent.

Under the MVP Program, all Purchases will be locked in using proprietary forward pricing algorithms prepared in good faith by Supplier or our Affiliates and the MVP Price may include a service fee. **No guarantees are made or implied that a specific price or purchase objective will be achieved or that the price paid for electricity under the MVP Program will be less than the price you would pay if such electricity was purchased at the index rate during the applicable Term.**

The target methodology under the foregoing purchasing strategy (“Purchasing Strategy”) is subject to modification by Supplier at any time, for any reason. Should Supplier issue a new purchasing strategy (“New Purchasing Strategy”), Supplier shall send Participant written notice and details of the New Purchasing Strategy and Participant will have the option of declining to participate in the New Purchasing Strategy by providing timely written notice of its non-participation to Supplier. If Participant’s notice of non-participation in the New Purchasing Strategy is not received by Supplier within twenty (20) calendar days of the date of the New Purchasing Strategy notice, then Participant shall be deemed to have accepted such New Purchasing Strategy and will be subject to the methodologies contained therein. If Participant elects not to participate in the New Purchasing Strategy, the remaining unfilled PO shall be passed-through at the applicable index price set forth in the Price Term section above or you may enter into individual RTTs to fix the price for such unfilled PO.

Full Term Cost Averaging Purchasing Strategy: As an alternative to the MVP Purchasing Strategy, under the Full-Term Cost Averaging Purchasing Strategy, each Purchase under this Program will be determined by dividing the Purchasing Objective by the number of Lock-In Dates between the Start Date and the Purchase Completion Date. As an example, if there are ten (10) months (or 10 Lock-In Dates) between a Start Date and the Purchase Completion Date and the Purchasing Objective is 100%, approximately 1/10 (10%) of Participant’s PO for the Term will be purchased on each Lock-In Date.

Purchase Start Date. Participant shall elect the first Lock-In Date on which a Purchase will occur, which Purchase Start Date is identified on the Account Schedule.

Purchase Completion Date. Participant shall elect that the PO for the Term will be purchased by a set date, the Purchase Completion Date identified on the Account Schedule, which shall be prior to the first month of the Term. For example, if Participant specify that purchasing for the period January 2017 through December 2018 should be completed by November 1, 2018, the Final MVP Price (as defined below) for the Term will be known by November 1, 2018.

Purchasing Amount; Eligibility; Reporting. The amounts purchased on any Lock-In Date (other than the last Purchase in order to not to purchase more than the PO) shall not be less than three percent (3%), nor exceed twenty-five percent (25%) of the remaining un-purchased PO unless the remaining un-purchased PO is less than ten percent (10%). Participant may elect at any time to purchase all of the remaining un-purchased PO at the current price. The MVP Price and the amount of each Purchase will be reported to Participant after each Purchase. Prior to the Start Date, Supplier will calculate the weighted average of all MVP Prices and provide Participant one final MVP Price (the “Final MVP Price”) that Supplier will use to invoice Participant for all Energy Costs associated with the Purchases. Participant may discontinue the Purchasing Strategy elected hereunder at any time upon notifying Supplier in writing at least ten (10) days prior to the next applicable Lock-In Date.

Participant Acknowledgement. Participant acknowledges that the Parties intend that this TC be binding as of the date hereof even though the price is not settled as of the date hereof and agree that, as to the PO portion of an Account’s requirements, such price will be determined by Supplier from time to time in good faith during the Term as described herein. In that regard, Participant agrees and acknowledges that Supplier may use internally-developed proprietary information and models that include certain assumptions relating to, among other things, the future price of electricity, purchasing strategy, energy markets and the costs associated with the variability of customer load, and may act in its good faith discretion with respect to such matters. These assumptions and actions will be used to ascertain, and will affect, the quantity of an Account’s electricity requirements to be purchased under the MVP Program and the applicable price. Such assumptions and actions necessarily involve the exercise of commercial judgment and discretion on the part of Supplier, and Supplier agrees to the use of such assumptions and exercise of such discretion in good faith by Supplier for such purposes. Participant, understanding the foregoing and intending to be bound by this Agreement, represent and warrant that this Agreement is enforceable against Participant in accordance with its terms, and agree not to take any position or make any filing in connection with any proceeding, litigation or otherwise, inconsistent herewith. Without limiting the foregoing, Participant agrees and acknowledges that Section 2-305 of the Uniform Commercial Code shall apply to this Agreement.

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] or [Passed Through]
Ancillary Services And Other ISO Costs	[Fixed] or [Passed Through]
Capacity Costs	[Fixed] or [Passed Through]
Line Loss Costs	[Passed Through]
FERC Order 745 Costs	[Fixed] or [Passed Through]
Renewable Portfolio Standard Costs	[Fixed] or [Passed Through]
CES Costs	[Fixed] or [Passed Through]

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 Contract Prices also include any credit costs and margin.

Section 1.1. Definitions.

"Holdover Fee" means a cost of \$<Insert Holdover Rate> per kWh in the holdover rate.

"LMP" or **"Holdover Market Price"** means the ISO-published Day Ahead locational based marginal price 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.

"Pricing Schedule" means "Transaction Confirmation" or "TC".

"Renewable Portfolio Standards Costs" means the costs or charges 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.

"MA Solar Carve-Out Program Costs" means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards.

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 state required rules, Laws and regulations shall apply to the Account(s) 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. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

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.

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

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Printed Name:

Title:

Date:

Signature: _____

Printed Name:

Title:

Date:

ACCOUNT SCHEDULE:

For: <Participant Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

Supplier 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 LDC, ISO or other entity.

No. Of Service Accounts:

LDC	LDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SUPPLIER AT 800-536-1349

Purchasing Objective: xx
MVP Purchasing Strategy Full-Term Cost Averaging Purchasing Strategy
Purchase Start Date: xx/xx/xxxx
Purchase Completion Date: xx/xx/xxxx
Initial Purchase % : 0

Exhibit G

Portfolio Price Transaction Confirmation, Account List and Fixed Adder Forms

Index Plus Block Solutions Transaction Confirmation (IPBS)

This Transaction Confirmation ("TC") is entered into pursuant to and in accordance with a Participant Agreement executed on , by and between CONSTELLATION NEWENERGY, INC. ("**Supplier**") and <Participant Name> ("**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 if and as the related charges assessed or charged vary for any reason. Supplier will pass through Energy Costs using the market index prices based on the hourly (or sub-hourly in some markets) day ahead locational marginal price for the ISO zone applicable to each Account identified in the Account Schedule. At any time during the term of this TC, the Parties may enter into one or more Retail Trade Transactions ("RTTs"), which shall be evidenced by a fully executed RTT Confirmation. Such RTTs may cover the purchase of (1) blocks of electricity to fix Participant's price for energy for a fixed hourly amount of power (an "Electric Block"); and (2) renewable energy certificates in an amount equal to a prescribed percentage of Participant's load volume. The Electric Block RTT Confirmation will specify the hourly amount of power, the hours of the day and days of the week in which the power will be delivered, and the specific zone in which the power will be delivered. If the electricity needs of Participant's Account are less than the Electric Block in any hour (or sub-hour in some markets), Supplier shall settle the unused Electric Block volumes at the difference between the price of the Electric Block and the day ahead locational marginal price. If the electricity needs of Participant's Account exceed the Electric Block electricity in any hour (or sub-hour in some markets), Supplier shall invoice Participant for any excess usage at the day ahead locational marginal price. Notwithstanding the foregoing, nothing in this Agreement shall relieve Participant from its obligation to pay for the entire volume of all Electric Blocks.

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] or [Passed Through]
Ancillary Services And Other ISO Costs	[Fixed] or [Passed Through]
Capacity Costs	[Fixed] or [Passed Through]
Line Loss Costs	[Passed Through]
FERC Order 745 Costs	[Fixed] or [Passed Through]
Renewable Portfolio Standard Costs	[Fixed] or [Passed Through]
CES Costs	[Fixed] or [Passed Through]

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 Contract Prices also include any credit costs and margin.

Section 1.1. Definitions.

"Holdover Fee" means a cost of \$<Insert Holdover Rate> 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 or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program 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.

“MA Solar Carve-Out Program Costs” means the costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards.

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. Supplier and LDC Contact Information. Supplier’s website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this TC at Supplier’s Customer Service Department by toll-free telephone at 800-536-1349, or email at customercare@constellation.com.

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

LDC Name	LDC Abbreviation	Contact Numbers

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.

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

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>

ACCOUNT SCHEDULE:

For: <Participant Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

Supplier 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 LDC, ISO or other entity.

No. Of Service Accounts: _____

LDC	LDC Account Number	Service Address	Start Date	End Date	Retail Service Price (\$/kWh)

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SUPPLIER AT (888) 829-8738

Exhibit H

Information to Implementation (i2i) Reporting Service

Rider – i2i Energy Management SM
Constellation NewEnergy, Inc. ("Supplier")
«CoName» ("Participant")

This Rider – i2i Energy Management SM ("Rider") is entered into pursuant to and in accordance with a Participant Agreement for the Sale and Purchase of Electricity (the "**Participant Agreement**") Notwithstanding anything to the contrary, any conflict between this Rider and the Participant Agreement (and any other applicable Rider) will be resolved in favor of this Rider with regard to the subject matter herein. Capitalized terms used herein but not defined will have the meanings given to them in the Participant Agreement. This Rider, the Participant Agreement and any other Riders or Transaction Confirmation(s) thereto are sometimes herein collectively referred to as the "**Agreement**."

Section 1. Services. Supplier will provide the services regarding energy purchases and sales and/or other energy consumption related matters set out in Attachment I attached hereto and made a part hereof (collectively, the "**Services**"). It is understood and agreed that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Participant, and Participant acknowledges that Supplier is not in the business of giving, and does not offer hereunder, legal or tax advice regarding the desirability, suitability, legality or enforceability of any implementation of such advice or recommendations. In connection with its Services hereunder, Supplier shall be entitled to rely on all decisions and approvals of Participant.

Section 2. Term, Termination.

2.1 This Rider will commence on the last date written below the signature block set forth in the Pricing Confirmation and, unless terminated earlier as otherwise provided in this Rider or the Agreement, will continue until terminated by either Party upon 30 days written notice to the other. If at the time of such termination notice any other Rider(s) that have been entered into pursuant to this Rider are in effect, such termination will not become effective as to any such Rider until its expiration, which shall continue to be governed by the terms and conditions of this Rider (the "**Term**"). Without prejudice to any other rights that a Party may have and except as otherwise explicitly provided elsewhere in the Agreement, either Party may, in its discretion at any time, terminate this Rider upon an Event of Default of the other Party as set forth in the Participant Agreement, in whole or solely with respect to those Services or Transaction Confirmation(s) adversely affected by such Event of Default.

2.2 Notwithstanding the foregoing, Participant shall not have the right to terminate Transaction Confirmation(s) for the supply of electricity then in effect if the grounds for termination of this Rider fall under either Participant Agreement Default provision (relating to uncured breaches of representations and warranties) or (relating to uncured breaches of material obligations) of the Participant Agreement and relate solely to the provision of Services under this Rider and not the supply of electricity governed by other provisions of the Agreement. Further, for the avoidance of doubt, Participant acknowledges and agrees that Supplier is performing the Services as an adjunct to the provision of electricity under the Agreement, and as such if either Party has the right to terminate all or a portion of the Agreement in regard to the provision of such electricity, that shall be a basis to terminate this Rider as well. Supplier shall have no obligation to continue to provide Services if Supplier is no longer supplying electricity to Participant Accounts under the Agreement.

Section 3. Good Faith; Reasonable Efforts. Supplier hereby agree and covenant that it will act in good faith and exercise its commercially reasonable efforts in performing its obligations as set forth in this Rider. Participant acknowledges that the price it may ultimately pay for electricity, as a result of Participant's implementation of advice or recommendations provided by Supplier as part of the Services may not be as favorable as the prices Participant otherwise would have paid had it not implemented such advice due to a variety of factors, including unpredicted market fluctuations, unanticipated changes to energy commodity usage patterns and volumes, factors not taken into account by Supplier, and/or other uncontrollable or unanticipated causes.

Section 4. Confidentiality and Non-Circumvention. Participant acknowledges and agrees that the terms of this Rider and any energy plan (as described in Attachment I) provided to Participant under this Rider shall be considered confidential information of Supplier subject to the Participant Agreement and shall not be directly or indirectly revealed to a third party or utilized by Participant except as contemplated by this Rider without the prior written consent of Supplier.

Section 5. Ownership.

- 5.1 Supplier Information. Supplier has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; templates and report designs; and general purpose informational tools and other intellectual property (collectively, the “**Supplier Information**”). Supplier Information shall include, without limitation, (a) any new uses of, and/or modifications to, pre-existing Supplier Information and (b) any inventions, innovations, techniques, know-how or other intellectual property conceived and/or reduced to practice pursuant to activities undertaken under this Agreement that relate in any way to the Services provided by Supplier, whether the result of the sole efforts of Supplier personnel, joint efforts between Supplier personnel and Participant personnel, or sole efforts of Participant personnel (all of the foregoing, “**New Information**”). Participant further acknowledges that New Information shall not be considered “work made for hire.”
- 5.2 Ownership of Deliverables. Except as provided below, the tangible items specified as deliverables or work product in this Rider, such as written reports, plans and analyses, to be provided to Participant (“**Deliverables**”) shall become the property of Participant. To the extent that any Supplier Information is contained or otherwise embodied in any of the Deliverables, Supplier hereby grants Participant a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Supplier Information solely in connection with the Deliverables.
- 5.3 Ownership of Supplier Property. To the extent that Supplier utilizes any of its property (including, without limitation, Supplier Information or any hardware or software) in connection with the performance of Services, such property shall remain the property of Supplier and, except for the limited license expressly granted in the preceding paragraph, Participant shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that (a) Supplier shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Supplier Information and (b) Supplier may employ, modify, disclose, and otherwise exploit the Supplier Information (including, without limitation, providing services or creating materials for other clients). Supplier does not agree to any terms that may be construed as precluding or limiting in any way its right to (x) provide informational or other services of any kind or nature whatsoever to any person or entity as Supplier in its sole discretion deems appropriate, including competitors of Participant, or (y) develop for itself, or for others, materials that are competitive with those produced as a result of the Services, irrespective of their similarity to the Deliverables.
- 5.4 Intellectual Property Rights. For purposes of this Section, Supplier’s rights to “intellectual property” shall be construed as broadly as possible and shall include, without limitation, U.S. and foreign patents, patent applications, copyrights, copyright applications and registrations, trademarks, trademark applications and registrations, service marks, service mark applications and registrations, mask works, trade names, trade secrets, service names, domain names and all other names, logos and slogans, and all amendments, modifications and improvements to any or all of the foregoing and all licenses, contracts and/or agreements relating to any or all of the foregoing and all rights related to any of the foregoing.

Section 6. Survival. Sections 4 and, 5 shall survive for a period of one (1) year following any termination or expiration of this Rider.

This Rider shall not be binding or enforceable against either Party unless and until signed by an authorized representative of such party. This Rider. May be executed by facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:
Title:
Date:

Printed Name:
Title:
Date:

Attachment I – SERVICES

Services: The following informational services to be performed by Supplier with respect to Participant's Account(s) are referred to collectively in this Attachment and the Agreement as the "Services":

- A. Participant Usage Data Collection: Participant's historical interval usage data will be collected to the extent made available by the applicable Utility or Participant and after the effective date of this Rider, all future usage data will be collected by Supplier.
- B. Energy Planning Services¹: Supplier will support Participant in developing a plan for managing energy costs over time, including by helping Participant to obtain greater predictability of electricity supply costs and by developing a plan to reduce exposure to mutually agreed risk factors. Services will include:
 - a. *Participant Risk Profile*. Assess Participant's risk profile by completing an energy price risk questionnaire and constructing a specific risk profile based on Participant's responses.
 - b. *Procurement Strategy Assessment*. Using Participant specific data and market information, provide an analysis of Participant's expected electricity spend and riskiness of pursuing mutually identified potential energy procurement strategies. The analysis will also show an estimated budget and the upside and downside risk against such budget considering any percentage of fixed energy cost.
 - c. *Risk Mitigation Strategies*. Supplier will determine optimum volume to fix over time to match Participant's Risk Profile and set budget targets for managing energy costs.
- C. Market and Regulatory Intelligence Services¹: Supplier will regularly provide Participant market and regulatory updates through common formats that include webinars, reports, and meetings, including:
 - a. *Market Updates*. A summary of trends in electricity, natural gas, crude oil and coal markets, including regional weather forecasts, changes in regional market prices, and additional updates on factors that ultimately may impact Participant's business.
 - b. *Regulatory Updates*. Summaries of regulatory changes taking place within each respective energy market.
- D. Reporting Services²: Participant will receive the following i2i reports in order to allow decision makers to monitor their energy plan over time:
 - a. *Key Performance Indicator Report (KPI)*. A monthly report that compares the performance between forecasted costs and usage with the costs associated with the executed energy plan and actual costs incurred.
 - b. *Net Open Position (NOP) Report*. A monthly report that shows the size and percent of peak vs. off-peak power (if applicable) as well as usage that is fixed vs. index during the term of the Agreement.
 - c. *Cost Report*. A summary of Participant's monthly spend by Account and benchmarks of total expenditures based on historical costs and usage.

² Any report or other communication provided to Participant regarding the Services described hereunder ("Reports") is not to be construed as an offer to sell or a solicitation of an offer to buy electric power, natural gas, coal, fuel oil or any other energy commodity. These Reports are provided to the Participant for informational purposes only and should not be construed as advice regarding the purchase or sale of exchange-traded futures, options contracts or energy commodities. Any such Report is based, in part, upon factual information obtained from sources believed to be reliable, but the accuracy of such information is not guaranteed. Past performance is not necessarily indicative of future results. Furthermore, the forward-looking information and analysis that may be contained in any such Report may be based upon: (a) a number of viable factors and assumptions that are constantly changing and (b) Supplier's subjective judgments and opinions. Such information will be provided as of the date of any such report (with no obligation on Supplier's part to update) and is subject to change. Reliance upon any such information and analysis in such a Report for decisions is at the sole risk of Participant.

Exhibit I
MASSACHUSETTS HOUSING AUTHORITY RIDER (if applicable)

Exhibit I to Form of Participant Agreement

Massachusetts Housing Authority Rider

This Exhibit I shall apply only to Participant Agreements between Supplier and Eligible Members that are entities created or existing under M.G.L. c. 121B § 3 (regarding the creation of housing and urban renewal operating agencies by cities and towns in the Commonwealth of Massachusetts).

1. Labor Laws: Pursuant to 760 CMR 410(1) (<http://www.state.ma.us/dhcd/regulations/newregs/4.htm>), discriminatory employment practices are prohibited with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related, by the Supplier, its subSuppliers, manufacturers and suppliers on the basis of race, color, religion, national origin, gender, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children or political beliefs.

2. Intentionally Omitted.

3. Certificates: Supplier certifies as follows:

(a) Tax Compliance Certification: Pursuant to M.G.L. c. 62C § 49A(b), each person signing this Agreement on behalf of Supplier hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief, Supplier has complied with any and all applicable state tax laws.

(b) Certificate of Non-collusion: Supplier certifies under penalties of perjury that this Agreement has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity of group of individuals.

(c) Supplier, if a foreign corporation, hereby certifies that it is in compliance with M.G.L. c. 181 § 4 and that the name and address of the resident agent is: Resident Agent: CT Corporation Address: 101 Federal Street, Suite 300, Boston, Massachusetts 02110.

(d) Supplier covenants that; (1) it presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c. 268A, as amended from time-to-time;

(2) in the performance of this Agreement, no person having such an interest shall be employed by Supplier, and; (3) no partner or employee of Supplier is related by blood or marriage to any Commissioner or employee of Participant.

4. Contract Price: As payment for Electricity supplied by Supplier under this Agreement, Participant shall pay Supplier in accordance with this Agreement. To the extent that materials and supplies are used or incorporated in the performance of this Agreement, Supplier is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966. Notwithstanding Section __ 19 of this Agreement, Supplier shall be responsible for paying all other taxes and tariffs of any sort related to the Electricity.

Exhibit J
CT Environmental Disclosure



Label date: 1/23/17 ~~NewEnergy, Inc.~~
Constellation Electric Generation Disclosure Label see other side
1310 Point Street, Baltimore, MD 21231
~~customer service phone #1-888-635-0827~~ website www.constellation.com

What is this label about?

It's about helping you compare the benefits of generation service offers of (Insert Supplier) to those of other competitive electric suppliers and to (CL&P or UI).

To our customers:

Electric generation service in Connecticut can be provided to you by licensed Suppliers, CL&P, or UI. This is a choice you can make. This Constellation disclosure label can be used to compare prices and other items (such as generation power sources and renewable sources) to those that other Suppliers, CL&P or UI may offer you.

Important considerations in making your comparisons and choice:

- Ask the Supplier, CL&P or UI if its offer is **all-inclusive** or **not all-inclusive**, so you can make the right comparison and choice. Suppliers, CL&P and UI in Connecticut are required to disclose this information to you in their labels.
- An **all-inclusive** offer includes all charges and fees related to the generation portion of your electric bill included in the price of the Generation Service Charge (GSC). A **Not all-inclusive** offer **does not**; thus, there are other charges and/or fees that you would be assessed in addition to the GSC.
- Check any contract or agreement you are considering from a Supplier for specifics on price, such as whether pricing is fixed or variable, the term/length of contract, and any other charges, enrollment fees, deposits or requirements for which you are responsible.

Other questions you can ask a potential supplier:

1. Is the Supplier licensed by the CT DPUC?
2. Ask the Supplier to estimate your electric generation costs relative to CL&P's/UI's and explain other possible benefits of switching your service. The average residential customer in CT uses 700 kWh per month. This would be a good comparison starting point. Some examples of the possible benefits are cost savings, budget certainty, risk management, product offerings and renewable energy.
3. How does the Supplier's all-inclusive price compare with the current CL&P or UI GSC charge?
4. Will the Supplier's price change when the CL&P or UI GSC price changes or is it fixed for the term of the contract/agreement?
5. If I switch to a Supplier, will my GSC charge still be on the CL&P/UI bill or will I receive a separate bill from the supplier?
6. If a Supplier issues a separate bill to me, will there be a late payment fee and, if so, what is the annual percentage charge?
7. Does the Supplier offer a choice of energy sources, such as renewable energy?
8. What is the Supplier's contact information if I have questions? Contact information should include the Supplier's phone number, customer service hours, mailing address and contact name.

For Pricing Information - See the "Account Schedule" page in your contract.

Reminder: Your monthly electric bill also has a section for delivery service. This service is for the poles, wires, transformers and all of the other services to deliver electricity to your home or business. Delivery service charges do NOT include what you pay for your electric Generation Service in the GSC charge. You pay delivery service charges whether you buy your electricity from CL&P, UI or any other supplier.

Label date: 1/23/17

**Your Electric Generation Disclosure Label
from Constellation**

[see other side](#)

Power Sources	New England Power Pool System Mix
Coal	4.05%
Natural Gas	38.60%
Oil (Diesel, Jet, Oil)	11.64%
Nuclear	28.54%
Connecticut Qualified Renewable Sources	9.38%
Other, Misc.	7.79%
Total	100.00%

System Mix source: NEPOOL GIS Reports (Q1-2015 through Q4-2015). CT Qualified Sources includes CT Class 1 & CT Class 2 only. Supplier Known Sources are part of the system mix, but renewable sources are disclosed separately in the Supplier Compliance chart for CT RPS below.

CT Renewable Portfolio Standards (insert <i>Supplier Name</i>) Compliance				
	Class I	Class II	Class III	Total
Actual 2012	9.0%	3.0%	4.0%	16.0%
Actual 2013	10.0%	3.0%	4.0%	17.0%
Actual 2014	11.0%	3.0%	4.0%	18.0%
Actual 2015	12.5%	3.0%	4.0%	19.5%
Required 2016	14.0%	3.0%	4.0%	21.0%

About Power Sources

Your electricity is transmitted across the New England electric system, which receives electricity from power plants throughout the region to meet the requirements of all customers in New England. The "New England Power Pool System Mix" represents the percentage of power supply from each power source in the regional system. Suppliers are responsible for generating and/or purchasing electricity that is added to the electric system in an amount equal to your electricity use. To promote the development of renewable/clean sources, Connecticut, through legislation called the **Renewable Portfolio Standard (RPS)**, requires all Suppliers to acquire specific percentages of energy from renewable resources. CT RPS sources are defined as Class I, Class II and Class III. **Class I renewable** sources include solar power, fuel cells, methane gas from landfills, ocean thermal power, sustainable biomass, wave or tidal power, low emission advanced renewable energy conversion technologies, and certain run-of-river hydropower. **Class II renewable** sources include trash-to-energy, certain biomass facilities, and certain run-of-river hydropower facilities. Electricity generation from renewables has lower emissions and less of an impact on the environment than that produced from conventional fossil fuels. As an alternative to providing the RPS requirements a Supplier may pay an alternative compliance payment. **Class III** sources include CT commercial & industrial facilities using combined heat and power systems with at least 50% operating efficiency, a waste heat recovery system or electricity savings from energy efficiency measures.

Air Emissions from Power Sources

The air emissions listed below are produced when certain fuels are used to generate electricity.
Carbon Dioxide (CO₂) is released when coal, oil, natural gas, trash, methane and biomass are burned. Carbon dioxide, a greenhouse gas, is thought to be a major contributor to global warming.
Nitrogen Oxide (NO_x) is formed when fossil fuels, trash, methane and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may contribute to respiratory illness. NO_x also accelerates vegetative growth in lakes and coastal waters which may lead to oxygen deprivation which is destructive to fish and other aquatic life.
Sulfur Dioxide (SO₂) is formed when fuels containing sulfur are burned, primarily coal, oil and trash. Health risks associated with SO₂ include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO₂ combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, is detrimental to crops and forests and accelerates the deterioration of buildings and monuments.

Additional Information:

This label provides information on the New England regional electric system power sources and the air emissions related to electricity generation. For additional information on Supplier prices, power sources and air emissions, visit the CT DPUC's **Electric Supplier Info Database**, www.dpuc.state.ct.us/el_aggre.nsf
 In the case of an emergency or power outage, please contact your utility. UI customers call: 1-800-7CALL UI (1-800-722-5584); and CL&P customers call 1-800-286-2000.

The Connecticut Department of Public Utility Control, Ten Franklin Square, New Britain, CT 06051
 Toll-free 1-888-922-DPUC (3782) www.ct.gov/pura

Suppliers are required to post their Disclosure Label(s), and updated versions as they occur, to the Electric Supplier Info Database on the DPUC's website.

DPUC Disclosure Label-Supplier-template-08-2010

**EXHIBIT K-1 (RTT-Energy Purchases)
CONSTELLATION NEWENERGY, INC.
Retail Trade Transactions (“RTT”) Confirmation
Pricing Expiration Date: 5:00 PM Eastern Prevailing Time on <Insert Date>**

This Retail Trade Transactions Confirmation (“RTT Confirmation”) is being entered into by and between CONSTELLATION NEWENERGY, INC. (“Supplier”) and <Participant Name> (“Participant”) pursuant to and in accordance with a PowerOptions Participant Agreement for the Sale and Purchase of Electricity (“Participant Agreement”) and a transaction confirmation or pricing schedule (the “Transaction Confirmation” and/or “TC”) [Insert Date of TC] as applicable, between Supplier and Participant. Any reference in the Participant Agreement or the TC, as applicable, or this RTT Confirmation to the “TC” or the “Agreement” shall include this RTT Confirmation. Capitalized terms used but not defined herein shall have the meanings ascribed to elsewhere in the Agreement. To the extent that the Participant Agreement and/or the TC and this executed RTT Confirmation contradict each other, this fully executed RTT Confirmation shall control. The Parties agree to the sale/purchase of the products identified below under the following terms and conditions:

1. RTT Confirmation Detail Table

No. of Service Accounts:

RTT Contract Number	Product	Sell	Commodity	RTT Start Date	RTT End Date	Delivery Point	Time Pattern	Holidays	Quantity	Qty UOM	Price (\$/ kWh)	LDC Account Number

2. Definitions

2.1. RTT Confirmation Detail Definitions

2.1.1. Commodity means the commodity for the transaction set forth in this RTT Confirmation as defined in the Commodity Definitions below.

2.1.2. Commodity Definitions

2.1.2.1. Energy means the requirement to supply electrical energy to meet the needs of Customer’s Account(s) as defined by the relevant ISO or other electrical system governing authority as applicable.

2.1.2.2. Natural Gas is defined as meaning the requirement to fix some portion of the natural gas price associated with purchases of electricity when the purchase price is stated as a heat rate.

2.1.3. Holidays means the days designated as holidays per the Holidays Definitions below.

2.1.4. Delivery Point means the point of interconnection between the ISO-controlled grid or a third-party transmission system and/or distribution system, as applicable, and the Utility’s transmission system and/or distribution system at which the commodity will be delivered for settlement purposes.

2.1.5. Price means the price to be paid per unit for the commodity. The price may be stated in dollars or as a heat rate. See Product Definitions, below.

2.1.6. Product means the specific type of product purchased in the RTT Confirmation. See Product Definitions below.

2.1.7. Quantity means the amount of the commodity sold in each hour for the hours in which the commodity is defined to be provided.

2.1.8. RTT Contract Number means the contract number in Supplier systems used to identify the specific RTT.

2.1.9. RTT End Date means on or about the date set forth above in which the commodity ceases to be provided to the Accounts, subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product continue past the End Date of the underlying TC. This RTT Confirmation shall not automatically renew.

2.1.10. RTT Start Date means on or about the date set forth above in which the commodity begins to be provided to the Accounts subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product start prior to the Start Date of the underlying TC.

2.1.11. Sell means that Supplier is selling and the Customer is purchasing the commodity as set forth in this RTT Confirmation.

2.1.12. Time Pattern means the days of the week and hours of those days when the commodity will be provided between the RTT Start Date and RTT End Date subject to definitions of Holidays. See Time Pattern Definitions below.

2.1.13. Utility Account numbers means the list of Account(s) participating in the purchase of the RTT for purposes of invoice calculation based on the Utility account numbers, recognizing that such account numbers may be updated or replaced from time to time by the LDC, ISO, or other authorized entity.

2.2. Product Definitions

2.2.1. Electric Block or Fixed Energy Contract Quantity fixes the unit Price and the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays.

2.2.2. Electric Fixed Price Percent Of Load or Incremental Fixed Energy Contract Quantity Percentage fixes the unit Price for a fixed percentage of the total requirement of the specified commodity for the specified Delivery Point, Time Pattern, and Holiday Pattern.

2.2.3. Electric Block DA fixes the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays. The price will be the day ahead market price established by the Independent System Operator (ISO) plus the stated adder listed under Price.

2.2.4. Gas Block fixes the Gas Price and the Quantity for the specified Delivery Point, Time Pattern, and Holidays. This product is used only when the customer has previously purchased a Heat Rate Block and is used to fix the Gas Price for a portion of heat rate block(s).

2.2.5. Gas Fixed Price Percent of Load fixes the Gas Price for a fixed percentage of electric usage for the specified Delivery Point, Time Pattern, and Holiday Pattern. This RTT is used only when the base contract price is stated as a heat rate.

2.2.6. Heat Rate Block fixes the unit Price and the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays. The unit Price is a heat rate, meaning that the price for the electricity will be determined by the price of natural gas multiplied by the heat rate. The gas price index is NA, the gas price index location is NA, the electric price index is NA. The Gas Price for a Heat Rate Block may be fixed for some or all of the Heat Rate Block volume by the purchase of a Gas Block.

2.3. Time Pattern Definitions

2.3.11. Eastern 2x16 means Eastern Prevailing Time, Sat., Sun. and applicable Holidays from 7:00 a.m. through 11:00 p.m.

2.3.12. Eastern 2x24 means Eastern Prevailing Time, Sat., Sun. and applicable Holidays for all hours.

2.3.13. Eastern 5x16 means Eastern Prevailing Time, Mon. through Fri. from 7:00 a.m. through 11:00 p.m. excluding Holidays.

2.3.14. Eastern 5x8 means Eastern Prevailing Time, Mon. through Fri. from midnight through 7:00 a.m. and 11:00 p.m. through midnight.

2.3.15. Eastern 7x16 means Eastern Prevailing Time, Sun. through Sat. from 7:00 a.m. through 11:00 p.m.

2.3.16. Eastern 7x8 means Eastern Prevailing Time, Sun. through Sat. from midnight through 7:00 a.m. and 11:00 p.m. through midnight.

2.3.17. Eastern Whls NERC Off Peak means Eastern 5x8 and Eastern 2x24 as elsewhere defined.

2.3.18. Eastern Whls NERC Peak means Eastern 5x16, as elsewhere defined.

2.4. Holidays Definitions

2.4.1. NERC Holidays means holidays as defined by the North American Electric Reliability Council (NERC).

3. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

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 RTT Confirmation to contact Supplier and cancel (rescind) this RTT Confirmation.

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 RTT Confirmation to cancel (rescind) this RTT Confirmation.

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

5. Additional Terms For Accounts located in Rhode Island.

5.1. 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.

5.2. Price Term Comparison. Customer may compare the price terms in this RTT Confirmation 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.

Please provide executed copies of this RTT Confirmation to Supplier by no later than the Pricing Expiration Date set forth above via facsimile to (888) 829-8738 (Attention: Contracts Administrator). Failure to fax the completed documents to Supplier as indicated above may result in the inability to timely enroll Participant's Account(s) or to honor the prices set forth herein.

ACCEPTANCE. *This RTT Confirmation shall not be binding or enforceable against Supplier unless and until signed by an authorized representative of Supplier.*

IN WITNESS WHEREOF, the Parties have caused this RTT Confirmation to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>



**Exhibit K-2
Retail Trade Transaction Confirmation Form
(REC-Hydro Purchase)**

Pricing Expiration Date: 5:00 PM Eastern Prevailing Time on <Insert Date>

This Retail Trade Transactions Confirmation (“RTT Confirmation”) is being entered into by and between CONSTELLATION NEWENERGY, INC. (“Supplier”) and <Participant Name> (“Participant”) pursuant to and in accordance with a PowerOptions Participant Agreement for the Sale and Purchase of Electricity (“Participant Agreement”) and a transaction confirmation or pricing schedule (the “Transaction Confirmation” and/or “TC”)[Insert Date of TC] as applicable, between Supplier and Participant. Any reference in the Participant Agreement or the TC, as applicable, or this RTT Confirmation to the “TC” or the “Agreement” shall include this RTT Confirmation. Capitalized terms used but not defined herein shall have the meanings ascribed to elsewhere in the Agreement. To the extent that the Participant Agreement and/or the TC and this executed RTT Confirmation contradict each other, this fully executed RTT Confirmation shall control. The Parties agree to the sale/purchase of the products identified below under the following terms and conditions:

1. RTT Confirmation Detail Table

No. of Service Accounts:

RTT Contract Number	Product	Sell	Commodity	RTT Start Date	RTT End Date	Geographic Region	Quantity	Qty UOM	Price (\$/ kWh)	LDC Account Number

2. Commodity

2.1. NewMix Hydro consists of renewable energy certificates sourced from Renewable Resources (“RECs”) in an amount indicated in the RTT Detail Table. “Renewable Resource” means any hydroelectric electric power generator located within the United States. The RECs included in the NewMix Hydro commodity do not include any emission characteristics, tax credits, depreciation allowances or third party subsidies of any kind.

2.2. Emissions Reduction Disclaimer. Supplier makes no representations or warranties that the RECs procured hereunder are derived from sources that are “emission free” or that such RECs can be used as offsets or otherwise for compliance with any emission reduction program.

3. Definitions

3.1. RTT Confirmation Detail Definitions

3.1.1. Commodity means the commodity specified in the RTT Confirmation Detail Table above for the transaction set forth in this RTT Confirmation, as more specifically described in Section 2, Commodity above.

3.1.2. Price means the price to be paid per unit for the Commodity.

3.1.3. Product means the specific type of product purchased in the RTT Confirmation. See Product Definitions below.

3.1.4. Quantity means the amount or percentage of the Commodity sold in each hour for the hours in which the Commodity is defined to be provided.

3.1.5. RTT Contract Number means the contract number in Supplier systems used to identify the specific RTT.

3.1.6. RTT End Date means on or about the date set forth above in which the commodity ceases to be provided to the Accounts, subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product continue past the End Date of the underlying TC. This RTT Confirmation shall not automatically renew.

3.1.7. RTT Start Date means on or about the date set forth above in which the commodity begins to be provided to the Accounts subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product start prior to the Start Date of the underlying TC.

3.1.8. Sell means that Supplier is selling and the Participant is purchasing the commodity as set forth in this RTT Confirmation.

3.1.9. Utility Account Numbers means the list of Account(s) participating in the purchase of the RTT for purposes of invoice calculation based on the Utility account numbers, recognizing that such account numbers may be updated or replaced from time to time by the LDC, ISO, or other authorized entity.

3.2. Product Definitions

3.2.1. Green Electric Fixed Price Percent Of Load fixes the unit Price for an amount of the specified Commodity equal to the fixed percentage of total usage.

3.2.2. Geographic Region refers to the NERC Subregions listed below

MROW means Midwest Reliability Organization, West Region
ERCT means ERCOT
RFCW means Reliability First Corporation, West Region
MW means SERC Reliability Corporation, Midwest Region
NWPP means Northwest Power Pool
NYUP means Northeast Power Coordinating Council, Upstate NY Region.

4. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer@constellation.com.

5. 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 RTT Confirmation to contact Supplier and cancel (rescind) this RTT Confirmation.

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 RTT Confirmation to cancel (rescind) this RTT Confirmation.

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

6. Additional Terms For Accounts located in Rhode Island.

6.1. 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.

6.2. Price Term Comparison. Customer may compare the price terms in this RTT Confirmation 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.

Please provide executed copies of this RTT Confirmation to Supplier by no later than the Pricing Expiration Date set forth above via facsimile to (888) 829-8738 (Attention: Contracts Administrator). Failure to fax the completed documents to Supplier as indicated above may result in the inability to timely enroll Participant's Account(s) or to honor the prices set forth herein.

ACCEPTANCE. *This RTT Confirmation shall not be binding or enforceable against Supplier unless and until signed by an authorized representative of Supplier.*

IN WITNESS WHEREOF, the Parties have caused this RTT Confirmation to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>

PRODUCT CONTENT LABEL

CONSTELLATION LEGAL ENTITY NAME ® Green-e Energy Certified Renewable Energy Certificates

<Customer Name>

This is a renewable energy certificate (REC) product. For every unit of renewable electricity generated, an equivalent amount of RECs is produced. The purchase of RECs supports renewable electricity generation, which helps reduce conventional electricity generation in the region where the renewable generator is located.

This Product matches 10% of the estimated electricity usage for the term of the contract, and will be made up of the following mix of New Renewable Resources¹.

Green-e Energy Certified New Renewables in NewMixSM Wind Product		
Technology	%	Location²
Biomass	0%	
Geothermal	0%	
Eligible Hydroelectric ³	0%	
Solar	0%	
Wind	100%	New Mix Hydro
Total	100%	

Estimated Quantity of Renewable Energy Certificates⁵	
Purchasing Mechanism:	Load Following
REC Source Location:	New Mix Hydro
Green Percentage:	%
Estimated Electricity Usage (kWh):	
Estimated Electricity Usage (MWh):	
REC Quantity:	

Conversion of REC acquisition to CO₂ equivalents⁶		
EPA eGRID CO₂ Output Emission Rate⁷:	lbs/MWh	
EPA eGRID CO₂ Output Emission Rate:	MT/MWh	
CO₂ equivalent of RECs:	Pounds	
CO₂ equivalent of RECs:	Metric tonnes	

1. New Renewables come from generation facilities that first began commercial operation on or after January 1, 1997.
2. Generation location provided is estimated based on Green-e Energy National Standard methodology. We will report to you annually the actual generation location of the RECs provided to you by June 30th each year, for the preceding calendar year.
3. Eligible hydroelectric facilities are defined in the Green-e Energy National Standard (http://www.green-e.org/getcert_re_stan.shtml) and include facilities certified by the Low Impact Hydropower Institute (LIHI) (www.lowimpacthydro.org); facilities that are run-of-the-river hydropower facilities with a total rated nameplate capacity equal to or less than 5 MW; and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.
4. For comparison, the current average mix of fuel sources supplying the US electricity grid is: Coal (48%), Nuclear (19%), Oil (2%), Natural Gas (22%), Large Hydroelectric (6%), Other Fossil Fuels (1%), and Renewables (2%). (From U.S. EPA eGRID2010 Version 1.0)
5. Estimated electricity usage provided below is based on historical usage as well as several other factors. This data most accurately reflects the forecasted electricity usage of the accounts at this time. We will report annually to you the actual electricity usage and the corresponding REC quantity provided to you by June 30th each year, for the preceding calendar year.
6. Renewable Energy Certificate purchases result in avoided CO₂ emissions due to a reduction in indirect emissions associated with displaced generation of grid electricity.
7. The conversion of REC acquisition to CO₂ equivalents to the left is an estimate based on forecasted electricity usage of the accounts as well as US EPA eGRID NERC region non-baseload output emission rates as posted at the time of contracting. (eGRID2010 Version 1.0)

***Green-e Energy certifies that NewMixSM Wind meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or logon to www.green-e.org.



For specific information about this product, please contact **CONSTELLATION LEGAL ENTITY NAME, 800-536-1349, www.newenergy.com.



**Exhibit K-3
Retail Trade Transaction Confirmation Form
(REC-Wind Purchase)**

CONSTELLATION LEGAL ENTITY NAME

Retail Trade Transactions (“RTT”) Confirmation

Pricing Expiration Date: 5:00 PM Eastern Prevailing Time on <Insert Date>

This Retail Trade Transactions Confirmation (“RTT Confirmation”) is being entered into by and between CONSTELLATION NEWENERGY, INC. (“Supplier) and <Participant Name> (“Participant”) pursuant to and in accordance with a PowerOptions Participant Agreement for the Sale and Purchase of Electricity (“Participant Agreement”) and a transaction confirmation or pricing schedule (the “TC”) [Insert Date of TC], as applicable, between Supplier and Participant. Any reference in the Participant Agreement, the TC, as applicable, or this RTT Confirmation to the “TC” or the “Agreement” shall include this RTT Confirmation. Capitalized terms used but not defined herein shall have the meanings ascribed to elsewhere in the Agreement. To the extent that the Participant Agreement and/or the TC and this executed RTT Confirmation contradict each other, this fully executed RTT Confirmation shall control. The Parties agree to the sale/purchase of the products identified below under the following terms and conditions:

1. RTT Confirmation Detail Table

No. of Service Accounts: (_____)

RTT Contract Number	Product	Sell	Commodity	RTT Start Date	RTT End Date	Geographic Region	Quantity	Qty UOM	Price (\$/ kWh)	LDC Account Number

2. Commodity.

2.1. NewMix Wind consists of Green-e Energy certified renewable energy certificates (“RECs”), sourced from wind Renewable Resources located within the Geographic Region in an amount indicated in the RTT Detail Table. “Renewable Resource” means any electric power generator meeting the eligibility criteria of a “New Renewable Resource” and an “Eligible Renewable Resource”, as defined in the Green-e Energy National Standard. Green-e Energy certifies that the NewMix Wind RECs procured hereunder meet the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org. The RECs included in the NewMix Wind – Load Following product do not include any tax credits, depreciation allowances or third party subsidies of any kind.

2.2. Emissions Reduction Disclaimer. In accordance with Green-e Energy certification requirements, RECs procured hereunder include all greenhouse gas emission reduction benefits associated with the renewable generation that produced such RECs, including carbon dioxide (CO2) reduction benefits, but do not include emission reduction benefits associated with capped and traded pollutants, including sulfur dioxide (SO2), mercury (Hg), and the oxides of nitrogen (NOX). Furthermore, Supplier makes no representations or warranties that the RECs procured hereunder can be used as offsets or otherwise for compliance with any emission reduction program.

2.3. Change in Certification Standard. In the event that the Green-E Energy certification requirements are modified or repealed after execution hereof but prior to delivery of RECs hereunder, in such a way as to materially adversely affect the ability of a Party to perform its obligations hereunder or the benefits to be derived by a Party hereunder (each such occurrence, a “Change Event”), the Parties shall use commercially reasonable efforts to reform this transaction in order to give effect to the original intention of the Parties. If the Parties are unable, despite such efforts, to reform this transaction within thirty (30) days following such Change Event, the matter shall be resolved in accordance with the dispute resolution provisions applicable to the Parties.

3. Definitions

3.1. RTT Confirmation Detail Definitions

3.1.1. Commodity means the commodity specified in the RTT Confirmation Detail Table above for the transaction set forth in this RTT Confirmation, as more specifically described in Section 2, Commodity above.

3.1.2. Price means the price to be paid per unit for the Commodity.

3.1.3. Product means the specific type of product purchased in the RTT Confirmation. See Product Definitions below.

3.1.4. Quantity means the amount or percentage of the Commodity sold in each hour for the hours in which the Commodity is defined to be provided.

3.1.5. RTT Contract Number means the contract number in Supplier systems used to identify the specific RTT.

3.1.6. RTT End Date means on or about the date set forth above in which the commodity ceases to be provided to the Accounts, subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product continue past the End Date of the underlying TC. This RTT Confirmation shall not automatically renew.

3.1.7. RTT Start Date means on or about the date set forth above in which the commodity begins to be provided to the Accounts subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product start prior to the Start Date of the underlying TC.

3.1.8. Sell means that Supplier is selling and the Participant is purchasing the commodity as set forth in this RTT Confirmation.

3.1.9. Utility Account Numbers means the list of Account(s) participating in the purchase of the RTT for purposes of invoice calculation based on the Utility account numbers, recognizing that such account numbers may be updated or replaced from time to time by the LDC, ISO, or other authorized entity.

3.2. Product Definitions

3.2.1. Green Electric Fixed Price Percent Of Load fixes the unit Price for an amount of the specified Commodity equal to the fixed percentage of total usage.

3.2.2. Geographic Region refers to the NERC Subregions listed below

MROW means Midwest Reliability Organization, West Region

ERCT means ERCOT

RFCW means Reliability First Corporation, West Region

SRMW means SERC Reliability Corporation, Midwest Region

NWPP means Northwest Power Pool

NYUP means Northeast Power Coordinating Council, Upstate NY Region.

4. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customer care@constellation.com.

5. 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 RTT Confirmation to contact Supplier and cancel (rescind) this RTT Confirmation.

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 RTT Confirmation to cancel (rescind) this RTT Confirmation.

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

6. Additional Terms For Accounts located in Rhode Island.

6.1. 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.

6.2. Price Term Comparison. Customer may compare the price terms in this RTT Confirmation 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.

Please provide executed copies of this RTT Confirmation to Supplier by no later than the Pricing Expiration Date set forth above via facsimile to (888) 829-8738 (Attention: Contracts Administrator). Failure to fax the completed documents to Supplier as indicated above may result in the inability to timely enroll Participant's Account(s) or to honor the prices set forth herein.

ACCEPTANCE. This RTT Confirmation shall not be binding or enforceable against Supplier unless and until signed by an authorized representative of Supplier.

IN WITNESS WHEREOF, the Parties have caused this RTT Confirmation to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:
Title:
Date:

Printed Name:
Title:
Date:

2018 PROSPECTIVE PRODUCT CONTENT LABEL¹

NewMix® is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefit of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see www.green-e.org/rec.

NewMix® matches xx% of your electricity usage for the term of the contract. The product will be made up of the following renewable resources.

Green-e Energy Certified New ² Renewables in NewMix®		Generation Location
-Wind	100%	National
TOTAL	100%	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs.
2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.
For comparison, the average mix of energy sources in 2016 supplying the US includes: Coal (30%), Nuclear (20%), Oil (0%), Natural Gas (34%), Large Hydroelectric (7%), Wind (6%), Biomass (1%), Solar (1%), and Other (1%). (from U.S. Department of Energy/Energy Information Administration)
For specific information about this REC product, please contact Constellation NewEnergy, Inc., 866-237-7693, customercare@constellation.com, www.constellation.com.



NewMix® is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the non-profit Center for Resource Solutions. Learn more at www.green-e.org.

Exhibit K-4
CONSTELLATION NEWENERGY, INC.
FIS-Fixed (100% of Load Purchased)
Retail Trade Transactions (“RTT”) Confirmation
Pricing Expiration Date: 5:00 PM Eastern Prevailing Time on <Insert Date>

This Retail Trade Transactions Confirmation (“RTT Confirmation”) is being entered into by and between CONSTELLATION NEWENERGY, INC. (“Supplier”) and <Participant Name> (“Participant”) pursuant to and in accordance with a PowerOptions Participant Agreement for the Sale and Purchase of Electricity (“Participant Agreement”) and a transaction confirmation or pricing schedule (the “Transaction Confirmation” and/or “TC”)[Insert Date of TC] as applicable, between Supplier and Participant. Any reference in the Participant Agreement or the TC, as applicable, or this RTT Confirmation to the “TC” or the “Agreement” shall include this RTT Confirmation. Capitalized terms used but not defined herein shall have the meanings ascribed to elsewhere in the Agreement. To the extent that the Participant Agreement and/or the TC and this executed RTT Confirmation contradict each other, this fully executed RTT Confirmation shall control. The Parties agree to the sale/purchase of the products identified below under the following terms and conditions:

ARTICLE I. RTT Confirmation Detail Table

No. of Service Accounts:

RTT Contract Number	Product	Sell	Commodity	RTT Start Date	RTT End Date	Delivery Point	Time Pattern	Holidays	Quantity	Qty UOM	Fixed Price Energy Cost (\$/ kWh)	LDC Account Number

2. Fixed Price Energy Cost: This FIS-Fixed RTT reflects that Participant has purchased energy for **100%** of their load volume as further described below. During the term of this FIS-Fixed RTT Confirmation (RTT Start Date through RTT End Date as set forth above) Participant’s Contract Price shall be equal to the fixed price (“Fixed Price Energy Cost”) as set forth in the Summary Of RTT Confirmation Purchase(s) table below for each Account identified in the Account Schedule. This Fixed Price Energy Cost shall include the Retail Service Price (as defined under the TC or Participant Agreement) and the Fixed Cost Components as set forth in the Cost Components table below shall be “Fixed” during the Term of this FIS-Fixed RTT.

COST COMPONENTS COST TABLE:

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Renewable Portfolio Standard Costs	Fixed
CES 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 Contract Prices also include any credit costs and margin.

OF THE FIXED PRICE ENERGY COST

RTT Confirmation Purchase(s)	A	B
Summary of RTT Confirmation Purchase(s) Execution Date(s)	Incremental RTT Confirmation Fixed Purchase Price (\$/kWh)	Incremental RTT Confirmation Fixed Purchase Weighting Factor (%)
RTT Confirmation Purchase Execution Date 1	\$	TBD
RTT Confirmation Purchase Execution Date 2	TBD	TBD
RTT Confirmation Purchase Execution Date 3	TBD	TBD
RTT Confirmation Purchase Execution Date 4	TBD	TBD

C Total Weighted Average RTT Confirmation Fixed Energy Cost Purchase Price (\$/kWh)	D Total RTT Confirmation Fixed Purchase Percentage (%)	Fixed Price Energy Cost (\$/kWh)
	100%	

By signing here Customer indicates its acceptance of the terms and conditions on this page: _____ (signature of authorized representative)

Notes:

1. The Total RTT Confirmation Fixed Purchase Percentage (Column D) is the sum of Incremental RTT Confirmation Fixed Purchase(s) Weighting Factors (Column B).
2. The Total Weighted Average RTT Confirmation Fixed Energy Cost Purchase Price (Column C) is the sum of each Incremental RTT Confirmation Fixed Purchase Price (\$/kWh, Column A) multiplied by its corresponding Incremental RTT Confirmation Fixed Purchase Weighting Factor (Column B).
3. The Fixed Price Energy Cost (\$/kWh) is the sum of (a) fixed Cost Components listed above, (b) Retail Service Price under the TC or Participant Agreement (as applicable) referenced above, during the term of this FIS-Fixed RTT Confirmation only and (c) Total Weighted Average RTT Confirmation Fixed Energy Cost Purchase Price (Column C).
4. The Fixed Price Energy Cost (\$/kWh) is the fixed energy price (as set forth in the table above) that will be used to calculate the Participant's invoice during the term of this FIS-Fixed RTT Confirmation only.
5. To the extent that the previous RTT Confirmation(s) (listed in the table above) and this executed FIS-Fixed RTT Confirmation contradict each other, this fully executed FIS-Fixed RTT Confirmation shall control until the RTT End Date (as set forth above). For clarification purposes, upon the FIS-Fixed RTT End Date (as set forth above), any RTT Confirmation(s) that have not expired shall be used to calculate the Participant's invoice in accordance with the terms of TC or Participant Agreement (as applicable) until the RTT End Date set forth in that specific RTT Confirmation. The Parties agree that such RTT Confirmation(s) that have not expired can be used to enter into future FIS-Fixed RTTs.
6. Billing: During the term of this FIS-Fixed RTT, the Participant may be eligible to receive a single bill (LDC shall issue a bill that includes both Supplier and LDC charges); provided that there are no pass-through charges elected under the Cost Components table above. After the FIS-Fixed RTT End Date, the Participant shall be converted back to a dual bill method (Supplier and LDC each issue a separate invoice for their charges) in accordance with the terms of the FIS TC or Participant Agreement.

3. Definitions

3.1. RTT Confirmation Detail Definitions

3.1.1. Commodity means the commodity for the transaction set forth in this RTT Confirmation as defined in the Commodity Definitions below.

3.1.2. Commodity Definitions

3.1.2.1. Energy means the requirement to supply electrical energy to meet the needs of Participant's Account(s) as defined by the relevant ISO or other electrical system governing authority as applicable.

3.1.3. Holidays means the days designated as holidays per the Holidays Definitions below.

3.1.4. Delivery Point means the point of interconnection between the ISO-controlled grid or a third-party transmission system and/or distribution system, as applicable, and the Utility's transmission system and/or distribution system at which the commodity will be delivered for settlement purposes.

3.1.5. Price means the price to be paid per unit for the commodity. The price will be stated in dollars. See Product Definitions, below.

3.1.6. Product means the specific type of product purchased in the RTT Confirmation. See Product Definitions below.

3.1.7. Quantity means the amount of the commodity sold in each hour for the hours in which the commodity is defined to be provided.

3.1.8. RTT Contract Number means the contract number in SUPPLIER systems used to identify the specific RTT.

3.1.9. RTT End Date means on or about the date set forth above in which the commodity ceases to be provided to the Accounts, subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product continue past the End Date of the underlying TC. This RTT Confirmation shall not automatically renew.

3.1.10. RTT Start Date means on or about the date set forth above in which the commodity begins to be provided to the Accounts subject to definitions of Time Pattern and Holidays Excluded. In no case shall the term for any Product start prior to the Start Date of the underlying TC.

3.1.11. Sell means that SUPPLIER is selling and the Participant is purchasing the commodity as set forth in this RTT Confirmation.

3.1.12. Time Pattern means the days of the week and hours of those days when the commodity will be provided between the RTT Start Date and RTT End Date subject to definitions of Holidays. See Time Pattern Definitions below.

3.1.13. Utility Account numbers means the list of Account(s) participating in the purchase of the RTT for purposes of invoice calculation based on the Utility account numbers, recognizing that such account numbers may be updated or replaced from time to time by the LDC, ISO, or other authorized entity.

3.2. Product Definitions

3.2.1. "Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this RTT Confirmation. Seller will reasonably determine an Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of cost for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as Seller may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

3.2.2. "Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

3.2.3. Fixed Energy Contract Quantity fixes the unit Price and the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays.

3.2.4. Electric Fixed Price Percent Of Load or Incremental Fixed Energy Contract Quantity Percentage fixes the unit Price for a fixed percentage of the total requirement of the specified commodity for the specified Delivery Point, Time Pattern, and Holiday Pattern.

3.2.5. Electric Block DA fixes the Quantity for the specified commodity, Delivery Point, Time Pattern, and Holidays. The price will be the day ahead market price established by the Independent System Operator (ISO) plus the stated adder listed under Price.

3.2.6. "Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule.

3.2.7. "FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a Change in Law pursuant to the Change in Law Section of the Master Agreement.

3.2.8. "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.

3.2.9. "MA Solar Carve-Out Program Costs" means any costs or charges related to procuring solar renewable energy certificates or making alternative compliance payments to comply with currently applicable Law for various solar carve-out programs set by the Massachusetts Department of Energy Resources. MA Solar Carve-Out Program Costs are included in Renewable Portfolio Standards Costs.

3.2.10. "Renewable Portfolio Standards Costs" means the costs or charges associated with meeting renewable portfolio standards costs (including MA Solar Carve-Out Program 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.**

3.3. Time Pattern Definitions

3.3.1. 7x24 means all days and all hours.

3.

3.3.11. Eastern 2x16 means Eastern Prevailing Time, Sat., Sun. and applicable Holidays from 7:00 a.m. through 11:00 p.m.

3.3.12. Eastern 2x24 means Eastern Prevailing Time, Sat., Sun. and applicable Holidays for all hours.

3.3.13. Eastern 5x16 means Eastern Prevailing Time, Mon. through Fri. from 7:00 a.m. through 11:00 p.m. excluding Holidays.

3.3.14. Eastern 5x8 means Eastern Prevailing Time, Mon. through Fri. from midnight through 7:00 a.m. and 11:00 p.m. through midnight.

3.3.15. Eastern 7x16 means Eastern Prevailing Time, Sun. through Sat. from 7:00 a.m. through 11:00 p.m.

3.3.16. Eastern 7x8 means Eastern Prevailing Time, Sun. through Sat. from midnight through 7:00 a.m. and 11:00 p.m. through midnight.

3.3.17. Eastern Whls NERC Off Peak means Eastern 5x8 and Eastern 2x24 as elsewhere defined.

3.3.18. Eastern Whls NERC Peak means Eastern 5x16, as elsewhere defined.

3.4. Holidays Definitions

3.4.1. NERC Holidays means holidays as defined by the North American Electric Reliability Council (NERC).

Section 4. Supplier and LDC Contact Information. Supplier's website address is www.constellation.com. Participant may contact Supplier regarding its invoice or other matters concerning this RTT Confirmation at Supplier's Customer Service Department by toll-free telephone at 800-536-1349, or email at customercare@constellation.com.

Section 5. 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 RTT Confirmation to contact Supplier and cancel (rescind) this RTT Confirmation.

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 RTT Confirmation to cancel (rescind) this RTT Confirmation.

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

6. Additional Terms For Accounts located in Rhode Island.

6.1. 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.

6.2. Price Term Comparison. Customer may compare the price terms in this RTT Confirmation 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.

ACCEPTANCE. *This RTT Confirmation shall not be binding or enforceable against SUPPLIER unless and until signed by an authorized representative of SUPPLIER.*

IN WITNESS WHEREOF, the Parties have caused this RTT Confirmation to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Telephone: (713) 222-6080

Email Address: <Insert email>

Exhibit L

ICAP TAG REDUCTION\PEAK RESPONSE PROGRAM
Peak Response Program Transaction Confirmation Rider

This Rider is entered into in connection with the Participant Agreement and Transaction Confirmation(s) (each, a “**Transaction Confirmation**”) between Supplier Participant governing each account set forth on Schedule A. This Rider supersedes all prior agreements and understandings with respect to the participation of each Eligible Account (as defined below) in the Program, and may not be contradicted by any prior or contemporaneous oral or written agreement. Any conflict between this Rider and the Transaction Confirmation will be resolved in favor of this Rider with regard to the subject matter herein. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Participant Agreement.

PEAK RESPONSE PROGRAM. By participating in this peak response program (this “**Program**”), Participant may receive a Capacity Costs adjustment (“**Peak Response Savings**”) by actively curtailing electricity usage in response to Supplier’s notification (a “**Peak Response Notification**”) that a peak setting interval may occur. Participant’s participation in the Program is completely voluntary, and no penalties will be assessed by Supplier if Participant fails to respond to a Peak Response Notification. The Parties acknowledge and agree that no adjustments, credits or payments will be provided in the event Supplier reasonably believes Participant did not actively participate and reduce their load in direct response to a Peak Response Notification. Only accounts set forth on Schedule A below for which Participant is purchasing electricity pursuant to a Transaction Confirmation which extends through the date printed on Schedule A are eligible to participate in the Program (any such accounts, “**Eligible Accounts**”). In order to be an Eligible Account, the Account must be interval metered and Capacity Costs must be “Fixed” (or “Included in Price”) under a Transaction Confirmation with respect to the Account(s).

PARTICIPANT ACKNOWLEDGEMENTS. Participant acknowledges and agrees that (i) it will not (A) use the information provided by Supplier pursuant to the Program for any purpose other than to reduce the interval metered usage of an Eligible Account or (B) share such information with any third party; (ii) each peak setting interval is determined solely by LDC or ISO; (iii) Supplier DOES NOT GUARANTEE A SET NUMBER OF PEAK RESPONSE NOTIFICATIONS OR THAT ANY PEAK RESPONSE NOTIFICATION WILL COINCIDE WITH AN ACTUAL PEAK SETTING INTERVAL and, accordingly, Supplier disclaims any liability for the success of Participant’s participation in this Program; (iv) its participation in this Program will comply with all applicable Laws (including Laws relating to the use of distributed generation) and Supplier is in no way responsible for Participant’s violation of any such applicable Laws; (v) emergency generation is not eligible for participation in this Program unless specifically authorized by applicable Laws and is only permissible if Participant’s holds all applicable environmental permits and certifications; (vi) Participant’s and Supplier will share Peak Response Savings in accordance with the terms of this Rider at the percentage identified in Schedule A; (vii) Peak Participant Savings shall be calculated in Supplier’s sole discretion based on information it believes to be accurate and reasonable; and (viii) Supplier is not acting as Participant’s consultant or advisor hereunder.

PROGRAM NOTIFICATION. Supplier will use commercially reasonable efforts to provide a Peak Response Notification for each Eligible Account to each email address set forth in Schedule B by no later than 10:00 AM local time on the day on which Supplier predicts a peak setting interval may occur. Participant must immediately notify Supplier about any changes in contact information for notifications.

CALCULATION OF PEAK RESPONSE SAVINGS. Each Payment Year, the Peak Response Savings for an Eligible Account will be calculated by using the Participant Baseline method; against which the interval metered usage during an event is compared. The Baseline Reduction shall be multiplied by the applicable ISO-NE capacity price(s) (including without limitation reserve margin and other ISO-NE adjustments) and Participant’s Share identified on Schedule A. No Peak Response Savings will be applied to Participant’s Capacity Costs to the extent Participant cannot demonstrate a Baseline Reduction was caused by Participant’s active curtailment in direct response to a Peak Response Notification.

Credits. To the extent Peak Response Savings are actualized, Supplier will apply a one-time credit to Participant’s account for the applicable Payment Year.

Adjustments. (i) If a Transaction Confirmation ends prior to the end of the applicable Payment Year, Participant’s payments thereunder will be adjusted in order to provide Supplier with its share of the Peak Response Savings during the term of such Transaction Confirmation. (ii) If the ISO or LDC makes adjustments to any of the other values used in determining the Peak Response Savings, and such changes affect Supplier’s calculation of the Peak Response Savings or any payment or credits made hereunder, Supplier will recalculate the Peak Response Savings and either (A) offset such amounts from future payments due hereunder or (B) issue a refund or additional invoice to Participant, as applicable. If this Rider terminates or expires in accordance with its terms prior to any such adjustment, the applicable provisions of this Rider will survive for the purpose of future credits or refunds between the parties.

GENERAL TERMS AND CONDITIONS

1.1. Definitions

“**Baseline Reduction**” means the amount, as measured by Supplier, by which an Eligible Account’s Participant Baseline exceeds the Eligible Account’s metered usage during a peak setting interval.

“**Participant Baseline**” means the amount of energy the Participant would have consumed during the curtailment time set forth in the Peak Response Notification absent a request to reduce as reasonably determined by Supplier (“Anticipated Consumption”). For each Eligible Account, the Anticipated Consumption shall be based calculated for each hour of the event based on the Eligible Account’s hourly demand for the past 5 business days (excluding weekends, holidays and prior event days), averaging the highest demand hour ending for the 4 days with the highest demand.

Notwithstanding the foregoing, that Supplier reserves the right to alter its methodology in the event of a significant change in Participant's usage in Supplier's commercially reasonable discretion or in the event that regulatory changes deem a modification appropriate.

"Payment Year" means, with respect to any Eligible Account, a successive 12 month period commencing after the expiration of the Baseline year. **In no event will the Payment Year for the Eligible Account(s) extend beyond the Term of an applicable Transaction Confirmation.**

2.1. Term. This Rider shall be effective with respect to each Eligible Account from the last date written below the signature block set forth in the Pricing Confirmation or Transaction Confirmation and shall terminate automatically upon the earlier of the termination or expiration of the respective Transaction Confirmation(s); provided that so long as any Transaction Confirmation(s) (including any renewals) governing an Eligible Account is in place between the Parties, this Rider shall automatically renew with respect to each such Eligible Account unless terminated by either Party upon 30 days written notice prior to the first day of the next Payment Year. This Rider will also terminate with respect to an Eligible Account in the event that (i) the Eligible Account becomes inactive, is sold, or is closed by the LDC or (ii) Participant decides to alter the treatment of Capacity Costs under the Transaction Confirmation from "Fixed (or Included in Price)" to "Passed Through." At such time, the Peak Response Savings payable to Participant will be capped and no further credit will be applied to the Eligible Accounts. **For the avoidance of doubt, the termination or expiration of this Rider (in whole or in part) shall not in and of itself terminate the applicable Transaction Confirmation.**

Constellation NewEnergy, Inc. {Supplier}

Participant Name {Participant}

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Schedule A

For: [Insert Participant]

Supplier shall have no obligation to provide services to any account(s) that are not identified on the Account Schedule below.

Please verify that the specific information below is COMPLETE and ACCURATE.

Participant's review and acceptance of this information will help ensure accurate future invoices

ISO	LDC	LDC Account Number	Service Address

***All listed Account(s) must be Interval metered at a maximum interval of One-hour or otherwise will not be eligible for any Peak Response Savings.**

Participant Share %: 90%

Schedule B

Participant Notification Information

Participant Name	Email

PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO SUPPLIER AT: (888) 829-8738

It is t h e Participant's responsibility to notify Supplier of any changes to the contact information above.