

Reviewed 8/10/18

Account Manager: Frank Vecchio
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DEAL NO. 630589

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Agreement ("Gas Supply Agreement"), effective July 07, 2014, by and between Constellation NewEnergy – Gas Division, LLC ("Constellation") and Lindy-7400 Haverford LP d/b/a/ Haverford Court Apartments ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: August 10, 2018

Buyer: Lindy-7400 Haverford LP d/b/a/ Haverford Court Apartments

Seller: CONSTELLATION NEWENERGY - GAS DIVISION, LLC

Facility Name: Haverford Court Apartments PGW IT 0153773173

Delivery Period: August 01, 2020 - July 31, 2023 (inclusive)

Nature of Obligation: Firm - "Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure regardless of the capacity type Constellation uses to receive such gas.

Deal Type: Physical Fixed Price

Contract Quantity/Price :

	Year 2020		Year 2021		Year 2022		Year 2023	
Contract Month	Fixed Volume (MMBtu)	Price	Fixed Volume (MMBtu)	Price	Fixed Volume (MMBtu)	Price	Fixed Volume (MMBtu)	Price
January			835	\$3.6734	835	\$3.6734	835	\$3.6734
February			1,112	\$3.6734	1,112	\$3.6734	1,112	\$3.6734
March			967	\$3.6734	967	\$3.6734	967	\$3.6734
April			902	\$3.6734	902	\$3.6734	902	\$3.6734
May			380	\$3.6734	380	\$3.6734	380	\$3.6734
June			82	\$3.6734	82	\$3.6734	82	\$3.6734
July			7	\$3.6734	7	\$3.6734	7	\$3.6734
August	7	\$3.6734	7	\$3.6734	7	\$3.6734		
September	7	\$3.6734	7	\$3.6734	7	\$3.6734		
October	37	\$3.6734	37	\$3.6734	37	\$3.6734		
November	210	\$3.6734	210	\$3.6734	210	\$3.6734		
December	675	\$3.6734	675	\$3.6734	675	\$3.6734		

US\$ Rounded to four decimal places
Plus applicable taxes

The price referenced herein is inclusive of fuel to the delivery point.

Buyer acknowledges and understands that, in connection with this transaction, Seller may be paying a fee to a third party. The fee, if any, would be included in Buyer's price and would be charged by a broker/agent representing Buyer, a broker/agent representing Seller, or an association/referrer who helped facilitate this transaction.

Incremental Pricing : For all additional quantities required by Customer, in excess of the fixed quantities listed herein in combination with any other nominated quantities, or for gas quantities bought back from Customer by Constellation due to Customer's requirements being less than the total nominated volumes each month, the price for such additional purchases or buybacks shall be based on the then current market price, as determined by Constellation in its reasonable discretion.

If Constellation and Customer have previously entered into any commodity transaction(s) for the Facility (the "Previous Transaction") that overlap one or more of the delivery months covered in this Transaction Confirmation (the "Overlapping Month(s)"), the incremental gas pricing in this Transaction Confirmation shall apply to the Overlapping Months instead of any conflicting incremental gas pricing associated with the Previous Transaction.

Pipeline : PGW

Delivery Point(s) : IT POOL

Utility : PGW

LDC Account No(s) : 153773173

Seller's planned billing method for this facility is to bill Buyer based on: Actual Consumption

Default Service : Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 12 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 Days prior to the expiration of the then-current Extension Term. Each month, the default price (the "Evergreen Price") will equal the applicable published index, plus transportation, fuel and any other charges associated with the delivery of gas to the Delivery Point. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.

Please return via fax to (502) 213-9103 or email to CNEGasConfirmationsKY@Constellation.com.

Constellation NewEnergy-Gas Division, LLC


David T. Donat
Vice President

8/10/2018

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Lindy-7400 Haverford LE d/b/a Haverford Court
Apartments
By: 

Name: ALAN LINDY

Title: PRESIDENT

Date: 8/10/18