

**Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions**

**LINDY PROPERTY MANAGEMENT ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:**

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

**NewMix®** consists of Green-e Energy certified renewable energy certificates, sourced from wind Renewable Resources located within the United States ("RECs"). The fixed prices above include in an amount of these RECs equal to 100 percent of your 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. NewMix® is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org). The RECs included in the NewMix® 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 (CO<sub>2</sub>) reduction benefits, but do not include emission reduction benefits associated with capped and traded pollutants, including sulfur dioxide (SO<sub>2</sub>), mercury (Hg), and the oxides of nitrogen (NO<sub>x</sub>). Furthermore, Seller does not represent or warrant that the RECs procured hereunder can be used as offsets or otherwise for compliance with any emission reduction program.

**Public Statements.** Any press release issued by either party relating to the subject matter hereof shall be subject to prior approval by the other party. No materials disclosed to third parties under this clause shall reference the specific terms of this transaction without the prior written approval of the non-disclosing party. Customer is solely responsible for determining whether any marketing materials or other public claims made by Customer related to Customer's purchase of electricity hereunder, including but not limited to Customer's use, if any, of the Green-e Energy logo, comply with Green-e Energy requirements and any licensing agreement between Customer and Green-e Energy or the Center for Resource Solutions.

**Indemnification.** In addition to, and not in lieu of, any indemnification provisions applicable to the parties, you agree to defend, indemnify and hold us harmless from and against all claims arising out of or related to the manufacture, sale, distribution or any other dealing with the products or your marketing/advertising materials related to this transaction, the RECs, or your use of the Green-e Energy logo. This indemnification does not apply to the extent a court of competent jurisdiction makes a final determination that a Claim for which we seek indemnification was primarily caused by our willful fraud or deceit.

**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.

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**Renewable Energy Certificate (REC) Product:** NewMix® 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](http://www.green-e.org/rec).

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed
Renewable Portfolio Standards Costs	Fixed
Maryland OREC Costs	Not Applicable

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting "Transmission Costs" as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates.

**Retail Trade Transactions.** At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

**Term.** This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We 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 herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.018000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + 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 we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

**Your Invoice.** Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC,

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provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

**Certain Warranties.** You warrant and represent that for Account(s) located in the Commonwealth of Pennsylvania your aggregate peak load during any 12 month period is greater than 25 kilowatts, and that electricity supplied under this Agreement is not for use at a residence.

**Notices.** All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

**Customer Service.** For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

**Consumer Protections, State Public Utility Commission, and UDC Information.** If you are a Pennsylvania consumer, you acknowledge provisions of the UDC's Electric Generation Supplier Services Tariff or Electric Generation Supplier Coordination Tariff relating to the UDC's disclosure of Customer-specific information to electric generation suppliers, and you agree to prohibit the disclosure of any such information to any electric generation supplier other than Seller during the term of this Agreement. You may change this election at any time by contacting the UDC. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

**IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:**

UDC Name	UDC Abbreviation	Contact Numbers
Philadelphia Electric Company	PECO	1-800-841-4141

**Additional information may be obtained by contacting the Public Service Commission ("PSC") of Maryland at:** 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806, **OR** the PSC of the District of Columbia at: (202) 626-5100, 1333 H Street, NW, 6<sup>th</sup> Floor, East Tower, Washington, D.C. 20005, **OR** the Pennsylvania Public Utility Commission at: (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265, **OR** the Delaware PSC at (302) 739-4247, **861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.**

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

**Constellation NewEnergy, Inc.**

**E-Signed :** 08/14/2019 11:38 AM EDT

*Nancy H. Fischer*

contractadmin@constellation.com  
IP: 216.99.180.223

Sertifi Electronic Signature

DocID: 20190813122225126

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300  
Houston, TX 77002  
Attn: Contracts Administration

Fax: **888-829-8738**

Phone: **844-636-3749**

**Customer: Lindy Property Management**

**E-Signed :** 08/14/2019 07:25 AM EDT

*Stephen Furtek*

sfurtek@comehometolindy.com  
IP: 23.24.43.241

Sertifi Electronic Signature

DocID: 20190813122225126

Printed Name:

Title:

Date: \_\_\_\_\_

Address: 207 LEEDOM ST  
JENKINTOWN, PA 190463235

Fax:

Phone:

Email:

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## General Terms and Conditions

### 1. Definitions.

**"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 Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

**"Auction Revenue Rights Credits"** 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 us 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 us.

**"Balancing Congestion Costs"** means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

**"Capacity Costs"** means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

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

**"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 Section 5 of the General Terms and Conditions of this Agreement.

**"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**"Line Loss Costs"** means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC 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.

**"Maryland Offshore Renewable Energy Certificate Costs" or "Maryland OREC Costs"** means all costs related to complying with the state of Maryland's renewable portfolio standard requirement for the purchase of

offshore wind energy. If Maryland OREC Costs are not included in the contract price, then at such time when Seller is required to pay for ORECs, Seller will invoice Customer the incremental costs of the OREC obligations (at the levels required by currently applicable Law) as the product of (i) the Monthly Maryland OREC Price (as converted to \$/kWh); and (ii) an Account's monthly kWh usage. The "Monthly Maryland OREC Price" is the price of renewable portfolio standards compliance for Offshore Wind RECs for the Account, for a particular month, as set by the Maryland Public Service Commission.

**"Non Time Of Use" or "NTOU"** means all hours of each day.

**"Off Peak"** means all hours other than Peak hours.

**"Peak"** means the hours designated as peak from time to time by the UDC.

**"Renewable Portfolio Standards Costs"** means the costs associated with meeting renewable portfolio standards costs at the levels required by 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.

**"RMR Costs" or "Reliability-Must-Run Costs"** means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions. Beginning on June 1, 2015, several Pennsylvania UDCs (i.e., PECO, MetEd, Penelec, Penn-Power and West Penn-Power) will be responsible for collecting RMR Costs that are incurred during the term of this Agreement on your UDC Charges. If at any time during the term of this Agreement the aforementioned UDCs discontinue collecting RMR Costs and we again become responsible for collecting them, we will pass those costs through to you.

**"Taxes"** means 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 this Agreement, including any taxes enacted after the date we entered into this Agreement.

**"Transmission Costs"** means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below. You will be responsible for any applicable Transmission Cost Enhancement Charges on your Delivery Charges in the following Pennsylvania UDCs: MetEd, Penelec, Penn-Power, West Penn-Power and PECO.

**"Transmission Loss Credits"** means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**"Transmission Reallocation Costs"** means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to

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the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

**2. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

**3. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

**4. Remedies upon default; Early Termination Payment.** If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
  - the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us
- ; and
- all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

**5. Changes in law.** We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

**6. Events beyond either of our reasonable control.** If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days’ written notice to the other.

**7. UDC or ISO obligations.** We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

**8. Limitation on Liability.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party’s total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

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**9. DISPUTE RESOLUTION.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**10. Relationship of Parties; Representations and Warranties.** We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

**11. Confidentiality.** Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

**12. Miscellaneous Provisions.** If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. 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 our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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## 2019 PROSPECTIVE PRODUCT CONTENT LABEL<sup>1</sup>

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](http://www.green-e.org/rec).

NewMix® matches 100% 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 <sup>2</sup> 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 2017 supplying the US includes: Coal (30%), Nuclear (20%), Oil (0%), Natural Gas (32%), Large Hydroelectric (7%), Wind (6%), Biomass (2%), Solar (1%), Petroleum (less than 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., 844-636-3749, <mailto:questions@constellation.com>, [www.constellation.com](http://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](http://www.green-e.org).

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**ACCOUNT SCHEDULE:**  
**For: Lindy Property Management**  
**The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on August 13, 2019**

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

**THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.**

No. of Service Accounts: 105

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
PECO	0023255094	Pub Lighting 3600 Gateway Dr, PHILADELPHIA, PA 191455903	12/05/22	12/02/24	\$0.04777
PECO	0340100401	3920 Gateway Dr, Hse, PHILADELPHIA, PA 191455976	12/05/22	12/02/24	\$0.04777
PECO	0368026028	3948 Sheaff Ln Unit Hse, PHILADELPHIA, PA 191455990	12/05/22	12/02/24	\$0.04777
PECO	0455130042	3936 Sheaff Ln Hse, PHILADELPHIA, PA 191455984	12/05/22	12/02/24	\$0.04777
PECO	0496800707	1521 W MAIN ST BLDG L, BLDG L, NORRISTOWN, PA 194033266	12/19/22	12/16/24	\$0.04777
PECO	0574602104	1700 STREET RD BLDG G, BLDG G, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	0575801306	BLDG O 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	0640014035	J-hse 1521 W Main St, 1521 W Main St, NORRISTOWN, PA 194033266	12/19/22	12/16/24	\$0.04777
PECO	0720501105	6339 N 10th St BI B, BI B, PHILADELPHIA, PA 191413815	12/15/22	12/12/24	\$0.04777
PECO	0761600109	2607 Welsh Rd, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	0849300908	2223 Florey La BI B, BI B, ROSLYN, PA 190014435	12/20/22	12/17/24	\$0.04777
PECO	0858500907	BLDG 6A 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	0885131082	3944 Sheaff Ln Unit Hse, PHILADELPHIA, PA 191455988	12/05/22	12/02/24	\$0.04777
PECO	0886001369	BLDG S 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	0960109013	3960 Sheaff Ln Hse, PHILADELPHIA, PA 191456000	12/05/22	12/02/24	\$0.04777
PECO	0963001605	3600 Sheaff La Elevator, Elevator, PHILADELPHIA, PA 191455903	01/02/23	12/29/24	\$0.04777
PECO	1028600807	944 E Johnson St PI C, PI C, PHILADELPHIA, PA 191381065	12/27/22	12/22/24	\$0.04777
PECO	1070900904	2607 Welsh Rd, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777

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PECO	1168102011	BLDG C 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	1272300706	3912 Sheaff La Hse, PHILADELPHIA, PA 191455972	12/05/22	12/02/24	\$0.04777
PECO	1272600605	3600 Sheaff La House, House, PHILADELPHIA, PA 191455903	01/02/23	12/29/24	\$0.04777
PECO	1477600600	1700 E Street Rd Bl C, Bl C, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	1652051003	3956 Sheaff Ln Hse, PHILADELPHIA, PA 191455994	12/19/22	12/16/24	\$0.04777
PECO	1671045169	1700 Street Rd Bldg M-hse, WARRINGTON, PA 189762542	12/29/22	12/26/24	\$0.04777
PECO	1690201200	2607 Welsh Rd Pl K-ns, Pl K-ns, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	1814300901	BLDG H 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	1999700700	2607 Welsh Rd Pl L-ns, Pl L-ns, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	2045600908	1521 W MAIN ST BLDG F, BLDG F, NORRISTOWN, PA 194033266	12/19/22	12/16/24	\$0.04777
PECO	2087400207	2223 Florey La Bl D, Bl D, ROSLYN, PA 190014435	12/20/22	12/17/24	\$0.04777
PECO	2096600206	BLDG D, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	2098135018	3964 SHEAFF LA HSE, PHILADELPHIA, PA 191140000	12/05/22	12/02/24	\$0.04777
PECO	2103112092	3940 Sheaff Ln Unit Hse, PHILADELPHIA, PA 191455986	12/05/22	12/02/24	\$0.04777
PECO	2124000202	BLDG J 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	2308902004	2607 Welsh Rd Pl h-ws, Pl h-ws, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	2309101804	2607 Welsh Rd Pl L-mid, Pl L-mid, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	2333050009	3968 Sheaff Ln Hse, PHILADELPHIA, PA 191456004	12/05/22	12/02/24	\$0.04777
PECO	2406000800	BLDG Q 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	2618201709	2607 Welsh Rd A-201, A-201, PHILADELPHIA, PA 191143302	12/20/22	12/17/24	\$0.04777
PECO	2715401211	BLDG P 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	2742500803	BLDG E 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	2742600704	BLDG R, - 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	2819702002	3928 Sheaff La Hse, PHILADELPHIA, PA 191455980	12/05/22	12/02/24	\$0.04777
PECO	2927801502	2607 Welsh Rd Pl I-ss, Pl I-ss, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	3237200708	2607 Welsh Rd Pl G-ss, Pl G-ss, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777

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PECO	3361300108	BLDG N 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	3671501303	BLDG K 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	3855801005	2901 Welsh Rd Pub Ltg, Pub Ltg, PHILADELPHIA, PA 191521659	12/28/22	12/25/24	\$0.04777
PECO	3856200108	2607 Welsh Rd K-107, K-107, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	4165200407	2607 Welsh Rd PI F-es, PI F-es, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	4366202409	3900 Gateway Dr, Hse, PHILADELPHIA, PA 191455966	12/05/22	12/02/24	\$0.04777
PECO	4562300306	2223 Florey La BI F, BI F, ROSLYN, PA 190014435	12/14/22	12/11/24	\$0.04777
PECO	4675502428	3904 Sheaff La Hse, PHILADELPHIA, PA 191455968	12/05/22	12/02/24	\$0.04777
PECO	4783900302	2607 Welsh Rd PI J-ws, PI J-ws, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	4829800705	1521 W MAIN ST BLDG H, BLDG H, NORRISTOWN, PA 194033266	12/19/22	12/16/24	\$0.04777
PECO	5054700602	1133 E Mt Airy Av, PHILADELPHIA, PA 191502913	12/13/22	12/10/24	\$0.04777
PECO	5402201803	2607 Welsh Rd PI D-ws, PI D-ws, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	5402600105	2607 Welsh Rd PI N, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	5711400209	2607 Welsh Rd PI A, PI A, PHILADELPHIA, PA 191143302	12/20/22	12/17/24	\$0.04777
PECO	5711401501	2607 Welsh Rd PI C-es, PI C-es, PHILADELPHIA, PA 191143302	12/20/22	12/17/24	\$0.04777
PECO	5711602009	2607 Welsh Rd PI E-ss, PI E-ss, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	5772868000	450 Forrest Av Bldg C, Bldg C, NORRISTOWN, PA 194015600	12/29/22	12/26/24	\$0.04777
PECO	5799301008	2223 Florey La BI E, BI E, ROSLYN, PA 190014435	12/20/22	12/17/24	\$0.04777
PECO	6020901404	2607 Welsh Rd PI L-ss, PI L-ss, PHILADELPHIA, PA 191143302	12/20/22	12/17/24	\$0.04777
PECO	6066800604	1521 W MAIN ST BLDG C, BLDG C, NORRISTOWN, PA 194033266	12/19/22	12/16/24	\$0.04777
PECO	6082088002	Forrest Ave Bldg D Marshall Woods, Bldg D Marshall Woods, NORRISTOWN, PA 194014315	12/29/22	12/26/24	\$0.04777
PECO	6222000102	3924 Sheaff La Hse, PHILADELPHIA, PA 191455978	12/05/22	12/02/24	\$0.04777
PECO	6528101404	3700 Sheaff La Hse, Hse, PHILADELPHIA, PA 191455904	01/02/23	12/29/24	\$0.04777
PECO	6639301513	2607 Welsh Rd F-106, F-106, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	6700495009	450 Forrest Av Bldg E, Bldg E, NORRISTOWN, PA 194015600	12/29/22	12/26/24	\$0.04777
PECO	6837301407	3700 Sheaff La Elevator, PHILADELPHIA, PA 191455904	12/05/22	12/02/24	\$0.04777
PECO	6840400606	3932 Sheaff La Hse, PHILADELPHIA, PA 191455982	12/05/22	12/02/24	\$0.04777

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PECO	6948501302	2607 Welsh Rd F-107, F-107, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	7036101700	2223 Florey La BI A, BI A, ROSLYN, PA 190014435	12/14/22	12/11/24	\$0.04777
PECO	7146501400	3800 Sheaff La Hse, PHILADELPHIA, PA 191455936	01/02/23	12/29/24	\$0.04777
PECO	7149501609	3916 Sheaff La Hse, PHILADELPHIA, PA 191455974	12/05/22	12/02/24	\$0.04777
PECO	7257501003	2607 Welsh Rd PI H-es, PI H-es, PHILADELPHIA, PA 191143302	12/20/22	12/17/24	\$0.04777
PECO	7257701109	2607 Welsh Rd PI K-ss, PI K-ss, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	7318881003	450 Forrest Av Bldg H, Bldg H, NORRISTOWN, PA 194015600	12/29/22	12/26/24	\$0.04777
PECO	7455700805	3800 Sheaff La Elevator, Elevator, PHILADELPHIA, PA 191455936	01/02/23	12/29/24	\$0.04777
PECO	7566900807	2607 Welsh Rd PI F-ws, PI F-ws, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	7628060003	450 Forrest Av Bldg M, Bldg M, NORRISTOWN, PA 194015600	12/29/22	12/26/24	\$0.04777
PECO	7691000802	BLDG F 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	7767501706	3900 Gateway Dr, Clubhse, PHILADELPHIA, PA 191455966	12/05/22	12/02/24	\$0.04777
PECO	7875901106	2607 Welsh Rd PI I-ns, PI I-ns, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	8000001207	BLDG I 1700 E STREET RD, 1700 E STREET RD, WARRINGTON, PA 189762542	12/21/22	12/18/24	\$0.04777
PECO	8142700602	944 E Johnson St PI B, PI B, PHILADELPHIA, PA 191381065	12/27/22	12/22/24	\$0.04777
PECO	8185001108	2607 Welsh Rd PI D-es, PI D-es, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	8185002009	2607 Welsh Rd PI G-ns, PI G-ns, PHILADELPHIA, PA 191143302	12/20/22	12/17/24	\$0.04777
PECO	8246391013	450 Forrest Av Bldg M, Bldg M, NORRISTOWN, PA 194015600	12/29/22	12/26/24	\$0.04777
PECO	8272800704	2223 Florey La BI C, BI C, ROSLYN, PA 190014435	12/20/22	12/17/24	\$0.04777
PECO	8388100304	3600 Sheaff La Guard Hs, PHILADELPHIA, PA 191455903	12/05/22	12/02/24	\$0.04777
PECO	8494500501	2607 Welsh Rd PI M, PI M, PHILADELPHIA, PA 191143302	12/20/22	12/17/24	\$0.04777
PECO	8555529030	450 Forrest Av Bldg N, Bldg N, NORRISTOWN, PA 194015600	12/29/22	12/26/24	\$0.04777
PECO	8695200604	3908 Sheaff La Hse, PHILADELPHIA, PA 191455970	12/05/22	12/02/24	\$0.04777
PECO	8760901706	944 E Johnson St PI A, PI A, PHILADELPHIA, PA 191381065	12/27/22	12/22/24	\$0.04777
PECO	8803201408	2607 Welsh Rd PI C-ws, PI C-ws, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	8928201412	1700 E STREET RD BLDG L, BL L, BLDG L, BL L, WARRINGTON, PA 189760000	12/21/22	12/18/24	\$0.04777
PECO	8963035009	3952 Sheaff Ln Hse, PHILADELPHIA, PA 191455992	12/05/22	12/02/24	\$0.04777

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PECO	9001001703	3700 SHEAFF LA, PHILADELPHIA, PA 191140000	12/05/22	12/02/24	\$0.04777
PECO	9310200306	3700 Sheaff La 113/CR, PHILADELPHIA, PA 191140000	12/05/22	12/02/24	\$0.04777
PECO	9421401102	2607 Welsh Rd PI B, PI B, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777
PECO	9482931009	450 Forrest Av Bldg Q, Bldg Q, NORRISTOWN, PA 194015600	12/29/22	12/26/24	\$0.04777
PECO	9509301622	2223 Florey La BI G, BI G, ROSLYN, PA 190014435	12/20/22	12/17/24	\$0.04777
PECO	9694100607	630 W Fisher Av Pub Ltg, Pub Ltg, PHILADELPHIA, PA 191202721	12/21/22	12/18/24	\$0.04777
PECO	9730801308	2607 Welsh Rd PI J-es, PI J-es, PHILADELPHIA, PA 191143302	12/28/22	12/25/24	\$0.04777

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

**Payments to Certain Third-Parties:** You acknowledge that your price includes a fee that Constellation will remit to Tomorrows Utilities, Inc. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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