

FIXED RATES WITH RENEWABLE LOAD-FOLLOWING ATTACHMENT I to  
MASTER ENERGY COMMODITY SUPPLY AND SERVICES CONTRACT  
**ELECTRICITY SUPPLY SERVICES**  
**TERMS AND CONDITIONS**

This Attachment I ("Attachment") to the Master Energy Commodity Supply and Services Contract ("Master Agreement") supplements the provisions of all previous Attachments, if any. The preceding Attachment I applicable to each account for the AOBA Alliance Participant terminates with the effective date of pricing under Schedule C to this Attachment.

The following terms and conditions shall apply to energy services provided pursuant to this Attachment:

1. Commodity Electricity (generation and transmission)
2. Contract Period This Attachment becomes effective upon execution by both parties. CNE will begin service with the first available meter read date on or about the Contract Start Date for each account specified in Schedule C. CNE will continue to provide service, and the customer will continue to pay the contract price set forth in Schedule C, until the first available meter read date on or about the Contract End Date for each account specified in Schedule C. However, in no event shall the period of service to each AOBA Alliance Participant account be less than that indicated by the Contract Start Date and Contract End Date indicated on Schedule C. The Contract Start Date(s) and Contract End Date(s) may be estimates and will be adjusted to the actual meter read date when such information becomes available from the LDC. If CNE is permitted by LDC practice and/or regulation to establish specific Contract Start Dates and Contract End Dates that are not constrained by LDC meter read dates, the Contract Start Date(s) and Contract End Date(s) shall be the dates set forth for each account in Schedule C to this Attachment.  
  
By signing this Attachment, AOBA Alliance Participant authorizes CNE to enroll the listed accounts on Schedule C with the LDC so that CNE can begin supplying those accounts as provided above.
3. Pricing For the period selected on Schedule C to this Attachment I, generation and transmission service shall be provided at the Guaranteed Fixed Rates specified in paragraph 4 of this Attachment, subject to the Market Opportunity Bonus provisions of paragraph 6 of this Attachment. The options available to AOBA Participants are stated on Schedule C. The prices contained in Schedule C include all the costs listed as "Fixed", meaning that they will remain constant for the existing term of this Attachment I and may only be subject to change as a result of a Change in Law or Regulation as described in Section 11. Any Costs listed in Schedule C as "Passed Through" means that charges for these costs may change during the existing term of this Attachment I to the extent the related charges assessed or charged to CNE vary for any reason, except if CNE fails to meet its obligations. At any time during the term of this Attachment I, the parties may enter into one or more Retail Trade Transactions, which shall be evidenced by a fully executed RTT Confirmation and incorporated herein. Under this Attachment, the allowable type(s) of RTTs are the purchase of renewable energy certificates in an amount equal to a prescribed percentage of AOBA Participant's load volume.
4. Guaranteed Fixed Rates Transmission and generation service shall be provided by CNE from CNE's Market Based Service at rates no higher than those set forth in Schedule C to this Attachment. The price(s) in Schedule C include a cost for the Green-e Energy certified renewable energy certificates referenced in the NewMix Wind - Load Following section below. Schedule C rates will apply unless cost reductions for the Participant are obtained through the operation of paragraph 6 below. The Guaranteed Fixed Rates to be paid by the AOBA Alliance Participant to CNE shall be determined by the AOBA Alliance Participant's selection of the Option term under Schedule C to this Attachment. Schedule C to this Attachment provides the Guaranteed Fixed Rates for each term and the Participant must select a term for all of its accounts. Except for changes contemplated by the "Change in Law or Regulation" clause in Section 11, the Guaranteed Fixed Rates set forth in Schedule C of this Attachment will not be increased to reflect changes in competitive electricity market conditions.

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5. Taxes and Surcharges Surcharges, state & local taxes or Gross Receipts taxes, to the extent the foregoing are on the sale of retail energy are not included as part of the prices stated within Schedule C and will be passed through penny for penny as incurred. If eligible for tax exempt status, AOBA Alliance Participant must certify tax exemption status to CNE. CNE will apply all appropriate taxes unless and until a certification of tax exempt status is received. AOBA Alliance Participant, and not CNE, will be responsible for obtaining any tax refund for services previously rendered if the tax exemption certificate(s) is provided after the start of service.
6. Market Opportunity Bonus If at any time CNE determines that it is favorable to both CNE and the AOBA Alliance Participant to return the Participant to the Local Distribution Company (LDC) for fixed price generation and transmission service whereby the Participant would pay a default service rate which is lower than the Guaranteed Fixed Rate established by this Attachment, CNE may return the Participant to the LDC subject to the requirement that **at no time will the Participant be required to pay rates for generation and transmission service that exceed those set forth in Schedule C to this Attachment.** If returned to the LDC, CNE would pay the Participant a Market Opportunity Bonus. The Market Opportunity Bonus will equal CNE's commercially reasonable assessment of the Prevailing Market Rates minus the applicable Guaranteed Fixed Rates minus a CNE administrative cost of \$0.003 per kWh multiplied by the best comparable period kWh usage available to CNE. The Bonus will be paid in quarterly lump sums within ninety days after the end of each calendar quarter.
- CNE also retains the right to transfer the AOBA Alliance Participant back to CNE Market Based Service at its discretion subject to the requirement that **at no time will the Participant be required to pay rates for generation and transmission service that exceed those set forth in Schedule C to this Attachment.**
7. Billing Unless AOBA Alliance Participant elects consolidated billing, AOBA Alliance Participant will receive two invoices for electric service, one from CNE for all charges applicable to electricity generation and transmission services and one from the LDC for LDC distribution service charges. For AOBA Alliance Participants that elect dual billing, payments for amounts owed are due twenty days after the date of invoice (the "Payment Date"). For AOBA Alliance Participants that elect consolidated billing, payments are due under the applicable LDC's payment terms. If the LDC fails to timely furnish all necessary usage information (despite CNE's requests for such information), CNE shall have the right to invoice AOBA Alliance Participant based on estimated meter readings and/or estimates of pass-through charges (if any). AOBA Alliance Participant's invoice will be adjusted the next billing cycle after which CNE receives the actual usage data and/or actual pass-through cost data (if any), to reconcile any difference between estimated usage or costs and actual usage or costs. AOBA Alliance Participant shall have full responsibility for payment of any existing amounts owed to LDC.
8. Credit Approval This Agreement is subject to credit approval by CNE. CNE has the right to request certain financial information it deems necessary in order to determine credit standing of the AOBA Alliance Participant. If CNE determines that credit is inadequate or unacceptable at the time this Attachment is executed, then CNE will provide a 30-day opportunity from the date the Participant signs this Attachment to finalize the credit requirements. In the event the Parties are unable to agree on credit requirements within the 30-day period, this Attachment shall terminate, provided that, if power has flowed to the AOBA Alliance Participant account(s), AOBA Alliance Participant will pay CNE for supply provided, and CNE will de-enroll the account(s) as of the next available meter read date consistent with LDC procedures, but in either case, no payment will be due from AOBA Alliance Participant under Section 9 below.
9. Early Contract Termination In the event of a default by the AOBA Alliance Participant or early termination by the Participant for purposes other than a sale of the property pursuant to paragraph 15 of the Master Agreement, CNE will make a commercially reasonable assessment of the difference between the Guaranteed Fixed Rates and the market-based prices for the same service at the time the Agreement is terminated (Prevailing Market Rates). If the projected revenue under the Guaranteed Fixed Rates over the remaining term of this Attachment is greater than the value of the Participant's projected usage at Prevailing Market Rates over the remaining term of this Attachment, the Participant shall pay CNE an amount equal to the projected revenue at the Guaranteed Fixed Rates minus the value of the projected usage at Prevailing Market Rates, plus a CNE administrative charge of \$0.003 per kWh multiplied by the Participant's projected usage for the remaining term of this Attachment.

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10. Disclaimer CNE is an unregulated entity and its pricing of commodities and services is not regulated by or subject to the approval of any regulatory commission. 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, 6th 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.
11. Change in Law or Regulation If the Federal Energy Regulatory Commission (FERC), or any public utility commission or other governmental agency having jurisdiction over the LDC and the electricity distribution system, implements a change in law or regulation materially affecting CNE's costs (increase or decrease) for electric service provided under this agreement (including without limitation laws and regulations that establish new, or otherwise modify existing renewable portfolio standards, that impose new taxes or change the rate of existing taxes in each case (subject to Section 5), which are specific to the supply of electricity), CNE shall pass through any material change (as a charge or credit, as applicable) in such costs within 30 days of identifying the change by written notice to AOBA Alliance Participant.
12. Complete Agreement The parties agree that this is the full and complete understanding of the parties with regard to the matters contained herein. Any changes to any provision of this Attachment must be in writing and signed by both parties.
13. Confidentiality The AOBA Alliance Participant and CNE shall keep the terms and conditions of this Agreement confidential except as may be required in order to effectuate the terms of the Agreement or to meet the lawful requirements of any regulatory body having jurisdiction. All proprietary information furnished to one party by the other herein shall be treated as confidential and as the sole property of the party providing such information and shall not be used by the receiving party for any purpose not expressly authorized under this Attachment and pursuant to paragraph 3 of the Master Agreement.
14. Miscellaneous This Agreement is a "forward contract" and CNE is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, CNE is not providing advice regarding "commodity interests" which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.
15. Offer Expiration To accept the terms and conditions of this Agreement, AOBA Alliance Participant must complete, sign and return this Attachment and Schedule C by 5:00 PM Eastern Prevailing Time on November 3, 2017. AOBA Alliance Participant recognizes and agrees that it will have no right of rescission under this Attachment.

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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.

AOBA Alliance Participant: Lindy Property Management

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name:

Title:

Address: 1221 Lamar St. Suite 750

Houston, TX 77010

Attn: Contracts Administration

Fax: 888-829-8738

Phone: 888-635-0827

Printed Name: Scott Attridge

Title: CFO

Date: 11/3/17

Agent represents that it has the full authority of AOBA Alliance Participant to bind AOBA Alliance Participant to the terms and conditions of this document and understands that CNE is relying on such representation. In the event Agent is in breach of this representation, it agrees to be liable to CNE for all damages to CNE as a result of such breach.

AGENT Signature:

\_\_\_\_\_

Name: Scott Attridge

Title: CFO

Date: 11/3/17

Address: 309 Old York Rd

Suite 211

Teukmadow, PA 19096

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# SCHEDULE C TO ATTACHMENT I-ELECTRIC

**List of Accounts:** The AOBA Alliance Participant must review and approve this list of accounts to ensure that the correct number of accounts is included and that the account numbers are accurate. CNE must have accurate account numbers to ensure timely enrollment of the accounts.

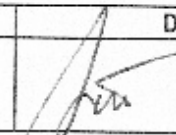
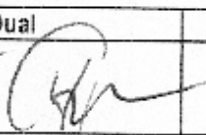
Contact Address		
Legal Entity	Street	City - State/District - Zip
Lindy Property Management	207 LEEDOM ST JENKINTOWN, PA 190463235	JENKINTOWN PA 190463235
Contact	Contact Phone & Fax	Contact E-Mail
<i>Scott A. Krone CFO</i> <i>[Signature]</i>	Facsimile:  Telephone: <i>856-669-8497</i>	<i>SAPPAKIMZ D Come Home to Lindy, Corp</i>

UDC	UDC Account Number	Service Address	Rate Class	Contract Start Date	Contract End Date	Energy Price Non TOU (\$/kWh)	Tax Exempt? (Y/N)
PECO	0133997001	7400 ROOSEVELT BLVD BLDG E-ALARM2, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800	
PECO	0351138111	2607 WELSH RD, POL, PHILADELPHIA, PA 191143302	POL	08/23/18	08/24/20	\$0.04800	
PECO	0369050073	7400 ROOSEVELT BLVD FITNESS ROOM FITNESS RM, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800	
PECO	0447207016	7400 ROOSEVELT BLVD BLDG E-ALARM1, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800	
PECO	0717099093	POL, Norristown, PA 19401	POL	08/08/18	08/09/20	\$0.04800	
PECO	1068096025	7400 ROOSEVELT BLVD BLDG A-ALARM1, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800	
PECO	2706689010	1573 Edgehill Rd, Red bldg, Abington, PA 19001	GS	08/20/18	08/19/20	\$0.04800	
PECO	3856159015	7400 ROOSEVELT BLVD BLDG D, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800	
PECO	4124300305	6341 N 10TH ST, BL A, PHILADELPHIA, PA 191413800	GS	08/14/18	08/13/20	\$0.04800	
PECO	4871995009	HOUSE METER 1577 EDGE HILL RD, ABINGTON, PA 190011920	GS	08/20/18	08/19/20	\$0.04800	
PECO	5093303073	7400 ROOSEVELT BLVD BLDG D-R, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800	
PECO	5402566022	7400 ROOSEVELT BLVD BLDG B-C, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800	
PECO	5711807069	7400 ROOSEVELT BLVD BLDG A ELEVATOR, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800	
PECO	6727395017	1569 EDGE HILL RD, METER 1, ABINGTON, PA 190011924	GS	08/20/18	08/19/20	\$0.04800	
PECO	6768130067	7419 Malvern Ave, Pol, Philadelphia, PA 19151	POL	08/20/18	08/19/20	\$0.04800	

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PECO	7036589006	1569 EDGE HILL RD, METER 2, ABINGTON, PA 190011924	GS	08/20/18	08/19/20	\$0.04800
PECO	8144200202	6337 N 10TH ST. BLDG PHILADELPHIA, PA 191413850	GS	08/14/18	08/13/20	\$0.04800
PECO	9418664015	7400 ROOSEVELT BLVD BLDG A- ALARM2, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800
PECO	9727790006	7400 ROOSEVELT BLVD BLDG B- ALARM, PHILADELPHIA, PA 191524318	GS	08/17/18	08/18/20	\$0.04800

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Transmission Costs	Price Adjustment
Line Loss Costs	Fixed
RMR Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed

Billing (if no option is selected, accounts will be dual billed or, in the case of a renewal, billed under the same option that was used previously for each account)	Dual	Consolidated
		

- CNE offers four options for invoicing "Transmission Costs":
  - (i) **"Fixed"** means AOBA Alliance Participants contract price includes Transmission Costs and that CNE will not adjust the contract price for Transmission Costs even in case of a Change in Law or Regulation;
  - (ii) **"Passed Through"** means that the contract price does not include Transmission Costs and that CNE will pass through its actual Transmission Costs to AOBA Alliance Participant;
  - (iii) **"Price Adjustment"** means that CNE has included the Transmission Costs in the contract price at current prices and quantities but that CNE will pass through any future incremental changes in AOBA Alliance Participant's Transmission Costs, upward or downward, based on changes in prices; or
  - (iv) **"Cost Adjustment"** means that CNE has included Transmission Costs in the contract price at current prices and quantities but that CNE will pass through any future incremental changes in AOBA Alliance Participant's Transmission Costs, upward or downward, based on changes in prices and/or quantities.
- Except in the case of Transmission Costs, all other "Fixed" costs are subject to change pursuant to a Change in Law or Regulation as contained in Section 11 of this Attachment.
- Please note that marking the tax exempt box "Y" (for "Yes") will not automatically result in the associated account receiving tax exempt status. Tax exempt status can only be effective when AOBA Alliance Participant provides the applicable tax exemption certificate(s) to CNE. AOBA Alliance Participant, and not CNE, will be responsible for obtaining any tax refund for services previously rendered if the tax exemption certificate(s) is provided after the start of service (see Attachment I, Section 5).
- If Buyer's account numbers are changed for any reason by the utility, but Buyer retains payment responsibility for the accounts, Seller will serve the account with no additional notice or modification to this Agreement.

Your prior authorization of CNE to the LDC as recipient of your current and historical energy billing and usage data will remain in effect during the term of this Attachment, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827.

**Payments to Certain Third-Parties:** You acknowledge and understand that:

- We are making a payment to New America Power, LLC in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to New America Power, LLC
- New America Power, LLC is acting on your behalf as your representative and is not a representative or agent of ours.
- You should direct any questions regarding such fee to New America Power, LLC.

**NewMix<sup>SM</sup> Wind – Load Following.** The NewMix Wind – Load Following product includes Green-e Energy certified renewable energy certificates, sourced from wind Renewable Resources located within the United States ("RECs") in an amount equal to 100% of your load volume at the account(s) listed above 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 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](http://www.green-e.org). The RECs included in the NewMix Wind 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 (NOX). Furthermore, CNE makes no representations or warranties 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 or marketing material or other public claims made by either Party relating to AOBA Alliance Participant's purchase of electricity hereunder 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.

**Certification Standard.** CNE represents that the RECs sold hereunder meet the Green-e Energy certification requirements in effect on the date hereof, and CNE's delivery of the RECs to AOBA Alliance Participant will be evidenced by a product content label provided to AOBA Alliance Participant meeting such certification requirements. 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"), CNE will provide written notice to AOBA Alliance Participant of such Change Event. The Parties agree that CNE will nevertheless supply the Account(s) with renewable energy certificates in an amount indicated in the section above entitled NewMix Wind – Load Following, sourced from wind renewable resources that met the Green-e Energy certification standards as of the date hereof, but (a) the RECs generated will not be Green-e Energy-certified and (b) any obligation imposed upon a Party under this Attachment as a result of or in connection with the Green-e Energy certification of the NewMix Wind product shall not apply, unless otherwise applicable in the absence of such certification. For example, CNE will continue to provide AOBA Alliance Participant with product content labels, but CNE may revise the format of the labels in light of the modification or repeal of the Green-e certification requirements, as deemed necessary or appropriate to ensure the accuracy of such labels.

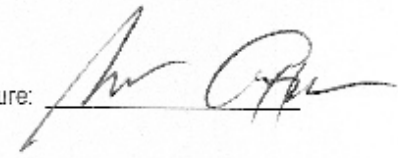
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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

AOBA Alliance Participant: Lindy Property Management

Signature: \_\_\_\_\_

Signature: 

Printed Name:

Title:

Address: 1221 Lamar St. Suite 750

Houston, TX 77010

Attn: Contracts Administration

Fax: 888-829-8738

Phone: 888-635-0827

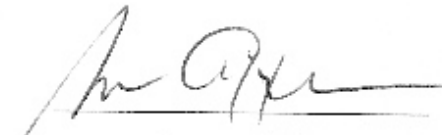
Printed Name: *Scott A. Hume*

Title: *CFO*

Date: *11/3/17*

Agent represents that it has the full authority of AOBA Alliance Participant to bind AOBA Alliance Participant to the terms and conditions of this document and understands that CNE is relying on such representation. In the event Agent is in breach of this representation, it agrees to be liable to CNE for all damages to CNE as a result of such breach.

AGENT Signature:



Name: *Scott A. Hume*

Title: *CFO*

Date: *11/3/17*

Address: *309 Old York Rd*

*Box #211*

*Jenkintown, PA 19046*

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# 2017 PROSPECTIVE PRODUCT CONTENT LABEL<sup>1</sup>

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.

The product matches 100% of the estimated electricity usage for the term of the contract.

The product will be made up of the following new renewable resources.

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

1. 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 Historic Product Content Label the actual resource mix of the RECs you purchased during the preceding year.

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 2015 supplying the US includes: Coal (33%), Nuclear (20%), Oil (0%), Natural Gas (33%), Large Hydroelectric (6%), and Renewables (7%). (from U.S. Department of Energy/Energy Information Administration)

The average home in the United States uses 901 kWh per month. [Source: U.S. EIA, 2015]

For specific information about this REC product, please contact Constellation NewEnergy, Inc., 866-237-7693, [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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